



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 07, 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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WEDNESDAY, DECEMBER 07, 2022

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

- 368294 – 368439 dated November 9, 2022
- 368440 – 368643 dated November 16, 2022
- 368644 – 368787 dated November 22, 2022

Staff Recommendation: Approval (Finance Department: Christina Holmes)



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 07, 2022

3. APPROVAL OF MINUTES: Regular Meeting of November 16, 2022

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

5. ANNUAL FINANCIAL REPORT ON CAPITAL FUNDS FUNDED BY DEVELOPMENT IMPACT FEES PER GOVERNMENT CODE SECTION 66006

Request the City Council receive and file the Annual Financial Report on Development Impact Fees.

Staff Recommendation: Receive and File (Finance Department: Christina Holmes, Director of Finance)

Presenter: Christina Holmes

6. APPROVAL OF THE FISCAL YEAR 2023/24 RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Request the City Council adopt Resolution No. 2022-144, approving the Fiscal Year 2023/24 Recognized Obligation Payment Schedule (“ROPS”) so that the Successor Agency may continue to make payments due for enforceable obligations.

Staff Recommendation: Approval (Finance Department: Christina Holmes, Director of Finance)

Presenter: Christina Holmes

a) Resolution No. 2022-144

7. AWARD CONSTRUCTION CONTRACT FOR THE JUNIPER ELEMENTARY BIKE/PEDESTRIAN IMPROVEMENT PROJECT AND APPROVE ACQUISITION AGREEMENT FOR 1644-1660 S. JUNIPER ST.

Request the City Council adopt Resolution No. 2022-160, awarding the construction contract to Granite Construction Company and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of \$2,078,216 for the Juniper Elementary Bike/Pedestrian Improvement Project (“Project”). It is also requested that the City Council adopt Resolution No. 2022-136 authorizing the Mayor, on behalf of the City, to execute an Acquisition Agreement with the owners of 1644-1660 South Juniper Street (APN: 234-300-25-00) in the amount of \$57,600 for payment of impacts to the property as required for the construction of Project improvements.

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

Presenter: Jonathan Schauble, Principal Engineer

a) Resolution No. 2022-160

b) Resolution No. 2022-136



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 07, 2022

8. ANNEXING TERRITORY TO COMMUNITY FACILITIES DISTRICT (CFD) 2022-1 (ECLIPSE AND MOUNTAIN HOUSE) AND CITYWIDE SERVICES CFD 2020-1

Request the City Council adopt Resolution No. 2022-182 annexing territory of 32 residential units as Annexation No. 1 to Zone A of Community Facilities District (“CFD”) 2022-1 (Eclipse and Mountain House), and Resolution No. 2022-183 annexing territory of 32 residential dwelling units as Zone 2020-7 of the Citywide Services CFD 2020-1.

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

Presenter: Julie Procopio

- a) Resolution No. 2022-182
- b) Resolution No. 2022-183

9. FINAL MAPS UNDER CONSIDERATION FOR APPROVAL

Request the City Council approve the following Final Maps that have been filed for approval by the City Engineer in accordance with Ordinance No. 2022-02: Tract SUB17-0007 at North Avenue and Laurashawn Lane: North Avenue Estates Project and Tract SUB18-0011 at 555 E. Valley Parkway: Palomar Heights Project.

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

Presenter: Julie Procopio, City Engineer

10. AWARD OF CONTRACT FOR CONSTRUCTION OF THE ESCONDIDO CREEK TRAIL FENCING PROJECT

Request the City Council adopt Resolution No. 2022-165, awarding the construction contract to Lightning Fence Co., Inc., and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of \$324,400 for the Escondido Creek Trail Fencing Project (“Project”); and authorizing the Mayor to execute a change order in the amount of \$404,500 for the construction of Phase 2 of the Project contingent on the programming of additional funding.

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

Presenter: Jonathan Schauble, Principal Engineer

- a) Resolution No. 2022-165



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 07, 2022

11. AWARD OF CONTRACT FOR SHORT-TERM RENTAL ADMINISTRATION

Request the City Council adopt Resolution No. 2022-173, authorizing the Mayor to execute, on behalf of the City, a Consulting Agreement with Granicus, LLC, a Minnesota Limited Liability Company, for three-years with two (2) options to extend the Consulting Agreement for one (1) year per extension, and approve a budget adjustment request in the amount of \$42,000 for professional services for the Short-term Rental Administration Project ("Project").

Staff Recommendation: Approval (Development Services Department: Andrew Firestine, Director of Development Services, Jennifer Schoeneck, Deputy Director of Economic Development, and Christina Holmes, Director of Finance)

Presenter: Andrew Firestine

a) Resolution No. 2022-173

12. SANDAG SENIOR TRANSPORTATION GRANT

Request the City Council adopt Resolution No. 2022-166, authorizing the Deputy City Manager/Director of Communications and Community Services or his designee to apply for \$92,463 in Senior Mini-Grant (SMG) funding through the San Diego Association of Governments (SANDAG); and if awarded, to accept the grant funds, complete the budget adjustment, and complete the grant documents on behalf of the City of Escondido ("City").

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

Presenter: Robert Rhoades, Deputy Director of Community Services

a) Resolution No. 2022-166

13. RYAN PARK FIELD EXPANSION

Request the City Council adopt Resolution No. 2022-157, authorizing an amendment to the scope of the Ryan Park Field Expansion and Lighting Capital Improvement Project (Project No. 501205) and authorizing the Mayor to execute an agreement with MUSCO Sports Lighting, LLC ("MUSCO") for equipment to light two additional soccer fields at Frances Ryan Park with light-emitting diode ("LED") technology in an amount not to exceed \$276,700 utilizing Park Development funds.

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

Presenter: Wayne Thames, Public Works Superintendent

a) Resolution No. 2022-157



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 07, 2022

14. CHANGE ORDERS FOR THE WEST 7TH AVENUE AND SOUTH BROADWAY WATER MAIN REPLACEMENT PROJECT

Request the City Council adopt Resolution No. 2022-175, authorizing change orders to the Public Improvement Agreement with S.C. Valley Engineering, Inc., in the amount of \$478,596.00 for the West 7th Avenue and South Broadway Water Main Replacement Project (“Project”).

Staff Recommendation: Approval (Utilities Department: Christopher W. McKinney, Deputy City Manager/Director of Utilities)

Presenter: Angela Morrow, Deputy Director of Utilities

a) Resolution No. 2022-175

15. DEPARTMENT OF WATER RESOURCES GRANT APPLICATION FOR RECYCLED WATER AND WATER CONSTRUCTION PROJECTS

Request the City Council adopt Resolution No. 2022-180, authorizing the submittal of an application and execution of a funding agreement and any amendments thereto with the Department of Water Resources (“DWR”) for grant funding for the Hale Avenue Resource Recovery Facility (“HARRF”) Tertiary System Replacement Project and adopt Resolution No. 2022-181, authorizing submittal of an application and execution of a funding agreement and any amendments thereto with the DWR requesting grant funding for the Treated Water Interconnect Project.

Staff Recommendation: Approval (Utilities Department: Christopher W. McKinney, Deputy City Manager/Director of Utilities)

Presenter: Angela Morrow, Deputy Director of Utilities

a) Resolution No. 2022-180

b) Resolution No. 2022-181



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 07, 2022

16. MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ESCONDIDO AND THE ESCONDIDO POLICE OFFICERS' ASSOCIATION – SWORN PERSONNEL BARGAINING UNIT

Request the City Council adopt Resolution No. 2022-184, approving a one-year extension to the Memorandum of Understanding (“MOU”) between the City of Escondido (“City”) and the Escondido Police Officers’ Association - Sworn Personnel Bargaining Unit (“Association”), commencing January 1, 2023 through December 31, 2023, and a budget adjustment of \$279,300 to account for the increased contract costs in Fiscal Year 2022/23.

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

Presenter: Jessica Perpetua

a) Resolution No. 2022-184

17. MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ESCONDIDO AND THE ESCONDIDO FIREFIGHTERS' ASSOCIATION – SAFETY AND NON-SAFETY PERSONNEL BARGAINING UNIT

Request the City Council adopt Resolution No. 2022-185, approving the execution of a one-year contract extension to the Memorandum of Understanding (“MOU”) between the Escondido Firefighters’ Association – Safety and Non-Safety Bargaining Unit (“Association”) and the City of Escondido (“City”), commencing January 1, 2023 through December 31, 2023.

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

Presenter: Jessica Perpetua

a) Resolution No. 2022-185

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.)

18. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING CHAPTER 6 OF THE ESCONDIDO MUNICIPAL CODE, TO ADOPT THE 2022 CALIFORNIA BUILDING, RESIDENTIAL, PLUMBING, ELECTRICAL, MECHANICAL, HISTORICAL BUILDING, EXISTING BUILDING AND ENERGY CODES, AND THE GREEN BUILDING STANDARDS CODE

Approved on November 16, 2022 with a vote of 5/0.

a) Ordinance No. 2022-21 (Second Reading and Adoption)



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 07, 2022

19. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING CHAPTER 11 OF THE ESCONDIDO MUNICIPAL CODE TO ADOPT THE 2022 CALIFORNIA FIRE CODE AND LOCAL AMENDMENTS

Approved on November 16, 2022 with a vote of 5/0.

a). Ordinance No. 2022-22 (Second Reading and Adoption)

PUBLIC HEARINGS

20. ADOPTION OF THE CITY OF ESCONDIDO VMT EXCHANGE PROGRAM

Request the City Council approve to adopt Resolution No. 2022-162, adopting the VMT Exchange Program and certifying/adopting the associated Initial Study/Negative Declaration prepared for the project.

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

Presenter: Julie Procopio, City Engineer

a) Resolution No. 2022-162

21. MASTER AND PRECISE DEVELOPMENT PLAN FOR A DRIVE-THROUGH COFFEE FACILITY

Request that the City Council conduct a public hearing on the development proposal and adopt Ordinance No. 2022-24 approving a Master Development Plan and Precise Development Plan for construction of a drive-through coffee facility at 1525 Tanglewood Lane in the City of Escondido; and for the adoption of a Notice of Exemption pursuant to the California Environmental Quality Act Guidelines. (APN: 235-090-35-00) ("Project.").

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

Presenter: Adam Finestone, City Planner

a) Ordinance No. 2022-24 (First Reading and Introduction)

22. VACATION OF A PORTION OF A PUBLIC STREET FORMERLY KNOWN AS PACIFIC AVENUE

Request the City Council adopt Resolution No. 2022-134 authorizing the vacation of a portion of a public street formerly known as Pacific Avenue.

Staff Recommendation: Approval (City Manager's Department: Jennifer Schoeneck, Deputy Director of Economic Development)

Presenter: Vince McCaw, Real Property Manager

a) Resolution No. 2022-134



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 07, 2022

23. VACATION OF PUBLIC STREET: A PORTION OF AN UNNAMED ALLEY IN BLOCK 75 OF ESCONDIDO, BETWEEN S. PINE STREET AND W. 2ND AVENUE

Request the City Council adopt Resolution No. 2022-133, authorizing the street vacation for a portion of the unnamed public alley in Block 75 of Escondido, between S. Pine Street and W. 2nd Avenue

Staff Recommendation: Approval (City Manager's Department: Jennifer Schoeneck, Deputy Director of Economic Development)

Presenter: Vince McCaw, Real Property Manager

a) Resolution No. 2022-133

CURRENT BUSINESS

24. CHANGE ORDERS FOR THE OAKVALE ROAD REALIGNMENT PROJECT

Request the City Council adopt Resolution No. 2022-169, authorizing change orders to the Public Improvement Agreement with L.B. Civil Construction, Inc., in the amount of \$4,963,698.45 for the Oakvale Road Realignment Project ("Project").

Staff Recommendation: Approval (Utilities Department: Christopher W. McKinney, Deputy City Manager / Director of Utilities)

Presenter: Angela Morrow, Deputy Director of Utilities

a) Resolution No. 2022-169

25. FISCAL YEAR 2021/22 FINANCIAL STATUS REPORT AND AMERICAN RESCUE PLAN UPDATE

Request the City Council receive and file the annual Financial Status Report and American Rescue Plan Update for FY2021/22 (Attachment 1); Adopt Budget Adjustments (Attachment 2) to distribute the fiscal year-end financial resources and commitments and allocate American Rescue Plan Act project funds; Adopt Resolution No. 2022-186 authorizing a three-year agreement with Crayon in the amount of \$1,689,820 to provide a Microsoft Enterprise Licensing Agreement with Software Assurance (SA); and adopt Resolution No. 2022-178 Amending the Salary Schedule for the Unclassified and Management Groups and Adopt Resolution No. 2022-179 Amending the Part-time Salary Plan.

Staff Recommendation: Approval (Finance Department: Christina Holmes, Director of Finance)

Presenter: Christina Holmes

a) Resolution No. 2022-186

b) Resolution No. 2022-178

c) Resolution No. 2022-179



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 07, 2022

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.

FUTURE AGENDA

26. 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, December 14, 2022 | 5:00 PM | Installation Ceremony, <i>Council Chambers</i> |
| Wednesday, January 11, 2023 | 4:00 & 5:00 PM | Regular Meeting, <i>Council Chambers</i> |



AFFIDAVITS
OF
ITEM
POSTING –

- **Public Hearing Notice – VMT – PL22-0467**
- **Public Hearing Notice – PL22-0325/PL22-0326**
- **Public Notice of Street Vacation Hearing – Pacific Avenue**
- **Public Notice of Street Vacation Hearing – Unnamed Alley in Block 75**



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

NOTICE OF PUBLIC HEARING

The Escondido City Council will hold a public hearing in the City Council Chambers, Escondido City Hall, 201 N. Broadway, Escondido, California at **5 p.m.** on **Wednesday, December 07, 2022**, to consider the item listed below:

ADOPTION OF THE CITY'S VEHICLE MILES TRAVELED EXCHANGE PROGRAM – PL22-0467

REQUEST: A request to adopt a Vehicle Miles Traveled (VMT) Exchange Program to facilitate a reduction in amount of VMT in order to mitigate potentially significant impacts under the California Environmental Quality Act (CEQA). The program offers a variety of VMT-reducing projects and programs such as construction of bicycle and pedestrian facilities, improving transit stops, and funding commute trip reducing programs.

The proposal also includes the adoption of a Negative Declaration prepared for the project.

PROPERTY SIZE AND LOCATION: Citywide

ENVIRONMENTAL STATUS: The Project includes adoption of a Negative Declaration pursuant to CEQA Guidelines section 15074. As discussed in the Negative Declaration, no significant impacts are anticipated from the adoption of the VMT Exchange Program.

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

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

The City of Escondido remains committed to complying with the Americans with Disabilities Act (ADA). Qualified individuals with disabilities who wish to participate in City programs, services, or activities and who need accommodations are invited to present their requests to the City by filing out a Request for Accommodations Form or an Inclusion Support Request Form for Minors, or by calling 760-839-4643, preferably at least 72 hours in advance of the event or activity. Forms can be found on the City's website at: <https://www.escondido.org/americans-with-disabilities-act>.

The staff report will be available at the Escondido Planning Division, 201 N. Broadway, Escondido, CA 92025; and on the City's website at <https://escondido-ca.municodemeetings.com/> after Thursday, December 1, 2022.

For additional information, please contact Julie Procopio, City Engineer, at 760-839-4001, or via email at jprocopio@escondido.org, and refer to Case No. PL22-0467.

Zachary Beck, City Clerk
City of Escondido
November 24, 2022

Published in THE ESCONDIDO TIMES-ADVOCATE:
11/24/22



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

NOTICE OF PUBLIC HEARING

The Escondido City Council will hold a public hearing in the City Council Chambers, Escondido City Hall, 201 N. Broadway, Escondido, California at **5 p.m.** on **Wednesday, December 07, 2022**, to consider the item listed below:

MASTER PLAN AND PRECISE DEVELOPMENT PLAN - PL22-0325/PL22-0326

REQUEST: A request for a Master Plan and Precise Development Plan to facilitate the construction of a 1,023 square-foot drive-through coffee facility, along with associated on-site improvements including, but not limited to, dual drive-through lanes, trash enclosures, off-street parking, landscaping, and signage.

PROPERTY SIZE AND LOCATION: The approximately .46-acre site is located on the southwest side of Tanglewood Lane, adjacent to the Interstate 15, addressed at 1525 Tanglewood Lane (APN: 235-090-35-00)

ENVIRONMENTAL STATUS: The Project is categorically exempt pursuant to California Environmental Quality Act Guidelines sections 15303 (New Construction or Conversion of Small Structures) and 15332 (In-Fill Development Projects).

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

PLANNING COMMISSION ACTION: On November 8, 2022, the Planning Commission voted 5-1 to recommend approval. One commissioner was absent.

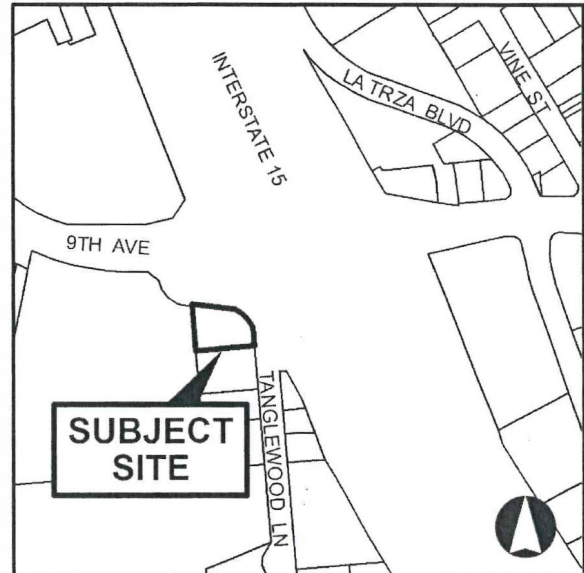
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The staff report will be available at the Escondido Planning Division, 201 N. Broadway, Escondido, CA 92025; and on the City's website at <https://escondido-ca.municodemeetings.com/> on or around Thursday, December 1, 2022.

For additional information, please contact Ivan Flores, Associate Planner, at 760-839-4529, or via email at iflores@escondido.org, and refer to Case No. PL22-0325/PL22-0326

Zachary Beck, City Clerk
City of Escondido
November 24, 2022



RESOLUTION NO. 2022-132

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, OF INTENTION TO VACATE AND ABANDON A PORTION OF A PUBLIC STREET SPECIFICALLY DESCRIBED HEREIN, LOCATED IN THE CITY OF ESCONDIDO, AND SETTING A PUBLIC HEARING TO RECEIVE PROTESTS

WHEREAS, the vacation of a portion of a certain City street known as Pacific Avenue and more specifically identified and described in Exhibits "A" and "B" hereto, is needed; and

WHEREAS, the Escondido Planning Commission having made findings consistent with the proposed vacation of certain City streets to be consistent with the Escondido General Plan; and

WHEREAS, the City Council of the City of Escondido, California, having received the recommendations of the City Engineer, and being fully advised in the premises, finds that it is in the public interest and convenience to hold a public hearing in order to consider the City Council's intent to vacate and abandon a portion of the herein described street.

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

1. That the above recitations are true.
2. That it is the intention of the City Council to order a portion of a public street formerly known as Pacific Avenue, as more fully described in Exhibits "A" and "B" hereto, to be vacated, abandoned and closed to public use.
3. That portions of the public street proposed to be vacated are legally described in Exhibit "A" and depicted on plats in Exhibit "B." Exhibits "A" and "B" are attached to this resolution and are incorporated by this reference.

4. That this street vacation shall be conducted pursuant to the provisions of the Public Street, Highways and Service Easements Vacation Law, which act is now incorporated in Part 3, Division 9, Chap. 1 commencing at §8300 of the California Streets and Highways Code.

5. That notice is hereby given that the City Council will hear protests made by any person interested in or objecting to the said proposed street vacation at 5:00 p.m. on Wednesday, December 7, 2022, at the City Council Chambers, 201 North Broadway, Escondido, California.

6. That the City Clerk shall cause a copy of this resolution to be published consistent with the California Streets and Highways Code §8322, to post at least three notices of vacation along the line of the proposed street to be vacated at least two weeks prior to the hearing in accordance with California Streets and Highways Code §8323, and to send notice to affected public utility companies, if any, at least two weeks prior to the hearing.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof the 16th day of NOVEMBER, 2022 by the following vote to wit:

AYE : Councilmembers: GARCIA, INSCOE, MORASCO, MARTINEZ, MCNAMARA

NOES : Councilmembers: NONE


ABSENT : Councilmembers: NONE

APPROVED:

DocuSigned by:

CAACE20782954D3...
PAUL MCNAMARA, Mayor of the
City of Escondido, California

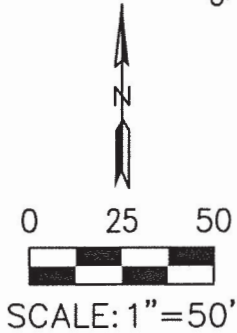
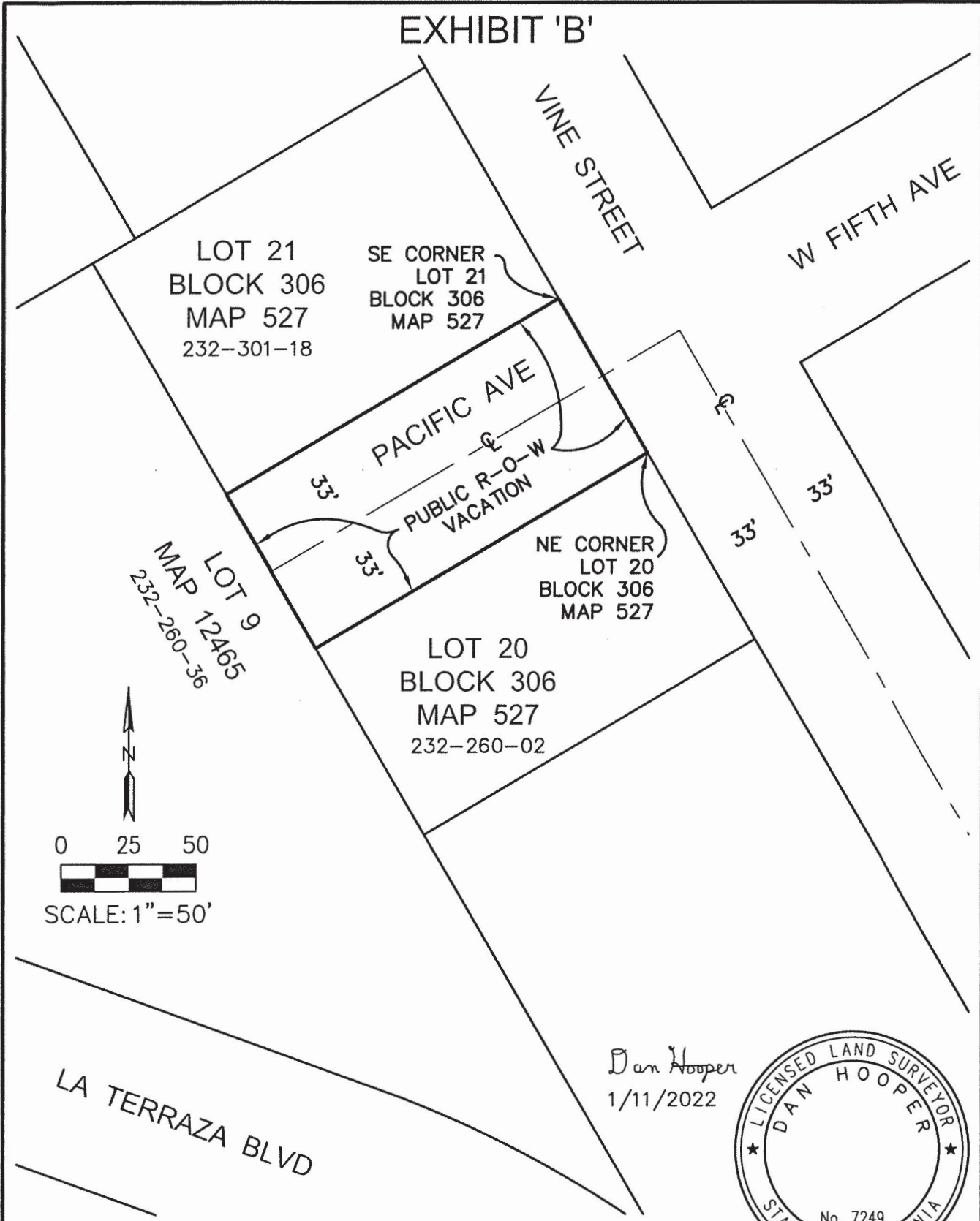
ATTEST:

DocuSigned by:

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ZACK BECK, City Clerk of the
City of Escondido, California

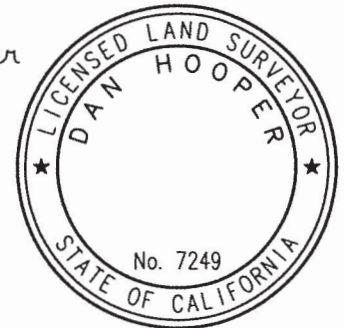
RESOLUTION NO. 2022-132

Item 1.

EXHIBIT 'B'



Dan Hooper
1/11/2022



Location: PACIFIC AVE, ESCONDIDO, CA
Street created by: MAP NO. 527, FILED 4/10/1888
Type of Survey: VACATION OF PUBLIC R-O-W

HOOPER LAND COMPANY
 1642 Moon Rock Road, Fallbrook, CA. 92028 (760)723-2891

RESOLUTION NO. 2022-131

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, OF INTENTION TO VACATE AND ABANDON A PORTION OF AN UNNAMED ALLEY, SPECIFICALLY DESCRIBED HEREIN, LOCATED IN THE CITY OF ESCONDIDO, AND SETTING A PUBLIC HEARING TO RECEIVE PROTESTS

WHEREAS, the vacation of a portion of a certain City street, which is an unnamed alley in Block 75 of Escondido, generally located between South Pine Street and West 2nd Avenue and more specifically identified and described in Exhibits “A” and “B” hereto, is needed; and

WHEREAS, the Escondido Planning Commission having made findings consistent with the proposed vacation of certain City street to be consistent with the Escondido General Plan; and

WHEREAS, the City Council of the City of Escondido, California, having received the recommendations of the City Engineer, and being fully advised in the premises, finds that it is in the public interest and convenience to hold a public hearing in order to consider the City Council’s intent to vacate and abandon a portion of the herein described street.

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 it is the intention of the City Council to order a portion of an unnamed alley, as more fully described in Exhibits “A” and “B” hereto, to be vacated, abandoned and closed to public use.
3. That portions of the public street proposed to be vacated are legally described in Exhibit “A” and depicted on plats in Exhibit “B.” Exhibits “A” and “B” are attached to this resolution and are incorporated by this reference.

4. That this street vacation shall be conducted pursuant to the provisions of the Public Street, Highways and Service Easements Vacation Law, which act is now incorporated in Part 3, Division 9, Chap. 1 commencing at §8300 of the California Streets and Highways Code.

5. That notice is hereby given that the City Council will hear protests made by any person interested in or objecting to the said proposed street vacation at 5:00 p.m. on Wednesday, December 7, 2022, at the City Council Chambers, 201 North Broadway, Escondido, California.

6. That the City Clerk shall cause a copy of this resolution to be published consistent with the California Streets and Highways Code §8322, to post at least three notices of vacation along the line of the proposed street to be vacated at least two weeks prior to the hearing in accordance with California Streets and Highways Code §8323, and to send notice to affected public utility companies, if any, at least two weeks prior to the hearing.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof the 16th day of NOVEMBER, 2022 by the following vote to wit:

AYE : Councilmembers: GARCIA, INSCOE, MORASCO, MARTINEZ, MCNAMARA

NOES : Councilmembers: NONE

ABSENT : Councilmembers: NONE

APPROVED:

DocuSigned by:

Paul McNamara

CAACE20782954D3...

PAUL MCNAMARA, Mayor of the
City of Escondido, California

ATTEST:

DocuSigned by:

Zack Beck

A58535D08DC1430...

ZACK BECK, City Clerk of the
City of Escondido, California

RESOLUTION NO. 2022-131

Item 1.

EXHIBIT 'A'

LEGAL DESCRIPTION

STREET VACATION

ALL THAT PORTION OF THE UNNAMED ALLEY IN BLOCK 75 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886, LYING SOUTHWESTERLY OF THE NORTHWESTERLY PROLONGATION OF THE LOT LINE COMMON TO LOTS 2 AND 3 IN SAID BLOCK 75 OF SAID MAP 336, AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT OF INTERSECTION OF SAID COMMON LOT LINE OF LOTS 2 AND 3 WITH A 598.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, BEING THE NORTHEASTERLY RIGHT-OF-WAY OF SECOND AVENUE (84 FEET WIDE) AS SHOWN ON PARCEL MAP NO. 11860, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON DECEMBER 18, 1981 AS FILE NO. 81-396199 OF OFFICIAL RECORDS, A RADIAL LINE TO SAID POINT OF INTERSECTION BEARS SOUTH 00°09'08" EAST; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 94.64 FEET THROUGH A CENTRAL ANGLE OF 09°04'02" TO THE SOUTHEASTERLY LINE OF SAID UNNAMED ALLEY, BEING THE **TRUE POINT OF BEGINNING**. THENCE CONTINUING ALONG SAID 598.00 FOOT RADIUS CURVE

- 1. WESTERLY 8.32 FEET TO A POINT OF TANGENCY; THENCE
- 2. NORTH 80°17'17" WEST 21.17 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF QUINCE AVENUE (80 FEET WIDE) AS SHOWN ON SAID PARCEL MAP 11860; THENCE ALONG SAID NORTHEASTERLY LINE
- 3. NORTH 30°43'14" EAST 0.89 FEET TO THE NORTHWESTERLY LINE OF SAID UNNAMED ALLEY.

CONTAINING 1,779.64 SQUARE FEET (0.041 ACRE MORE OR LESS)

ATTACHED HERETO IS EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

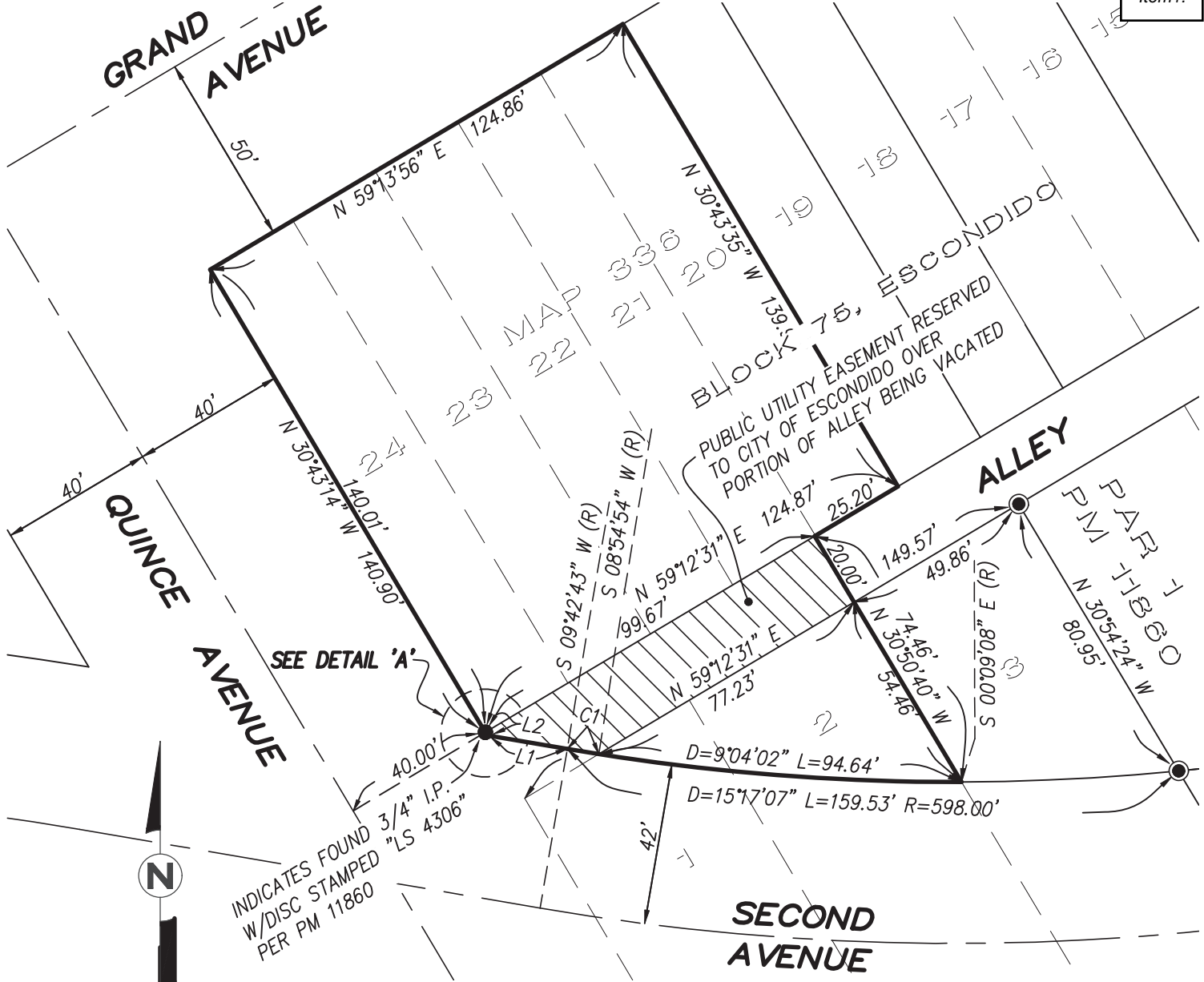


MIGUEL A. MARTINEZ
L.S. 7443
LIC. EXP. 06/30/22

6/8/22
DATE



EXHIBIT "B"



SEE DETAIL 'A'
INDICATES FOUND 3/4" I.P. W/DISC STAMPED "LS 4306" PER PM 11860



LINE/CURVE DATA:

- L1 N 80°17'17" W 21.17'
- L2 N 30°43'14" W 0.89'
- C1 D=0°47'50" L=8.32' R=598.00'

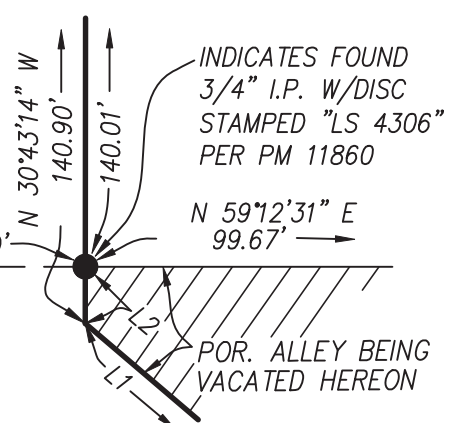
LEGEND:

- INDICATES FOUND 2" IRON PIPE W/DISC STAMPED "LS 4306" PER PM 11860

[Signature]

MIGUEL A. MARTINEZ, PLS

06/08/2022
DATE



DETAIL 'A'
NO SCALE



Prepared by:



ALTA LAND SURVEYING, INC.
9517 Grossmont Summit Dr.
La Mesa, CA 91941
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altalandsurveying.com

ENGINEERING SERVICES
201 North Broadway, CA 92025 (760) 839-4651

STREET VACATION
POR. ALLEY IN BLOCK 75, MAP 336



DOC. NO. -
SHEET: 1 OF 24



STAFF REPORT

December 7, 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:

368294 – 368439 dated November 9, 2022

368440 – 368643 dated November 16, 2022

368644 – 368787 dated November 22, 2022

Staff Recommendation: Approval (Finance Department: Christina Holmes)

FISCAL ANALYSIS

The total amount of the warrants for the following periods are as follows:

November 3 – November 9, 2022, is \$1,988,615.03

November 10 – November 16, 2022, is \$1,321,068.79

November 17 – November 22, 2022, is \$3,079,567.86

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.



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

CLOSED SESSION

4:00 PM

CALL TO ORDER

1. Roll Call: Garcia, Inscoe, 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.

CLOSED SESSION

1. **CONFERENCE WITH LABOR NEGOTIATORS (Government Code §54957.6)**
 - a. Agency representative: Sean McGlynn (City Manager) and/or designee
Employee organization: Escondido Police Officers' Association (POA)
 - b. Agency representative: Sean McGlynn (City Manager) and/or designee
Employee organization: Escondido Firefighters' Association (FFA)

ADJOURNMENT

Mayor McNamara adjourned the meeting at 4:42 p.m.

MAYOR

CITY CLERK



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

REGULAR SESSION

5:00 PM Regular Session

November 16, 2022

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, Inscoe, Martinez, Morasco, McNamara

PROCLAMATIONS

Small Business Saturday, November 26, 2022

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

Nancy Burian – Expressed concern regarding street vendors in Escondido.

Gloria Conejo – Requested that the City Council work with NCTD to improve existing transportation infrastructure.

CONSENT CALENDAR

Motion: Morasco; Second: Inscoe; Approved: 5-0

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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

2. APPROVAL OF WARRANT REGISTER (COUNCIL) -

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

- 367962 – 368094 dated October 26, 2022
- 368095 – 368293 dated November 2, 2022

Staff Recommendation: Approval (Finance Department: Christina Holmes)

3. APPROVAL OF MINUTES: Regular Meeting of October 26, 2022

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

5. AWARD OF CONSTRUCTION CONTRACT FOR 2022 STREET REHABILITATION AND MAINTENANCE PROJECT – PHASE 1 (SIDEWALK AND TREE REPLACEMENT)

Request the City Council approve to adopt Resolution No. 2022-161 awarding the construction contract to L.C. Paving & Sealing, determined to be the lowest responsible and responsive bidder, and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of \$1,360,813.98 for Phase I of the Street Rehabilitation and Maintenance Project (“Project”).(File Number 0600-10;A-3436)

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

Presenter: Marissa Padilla, Associate Engineer

a) Resolution No. 2022-161

6. RESOLUTION OF INTENT TO VACATE A PORTION OF A PUBLIC STREET FORMERLY KNOWN AS PACIFIC AVENUE

Request the City Council approve to adopt Resolution No. 2022-132 to set December 7, 2022 as the date to conduct a hearing to consider authorizing the street vacation for portions of Pacific Avenue.(File Number 0690-40)

Staff Recommendation: Approval (City Manager’s Department: Jennifer Schoeneck, Deputy Director of Economic Development)

Presenter: Vince McCaw, Real Property Manager

a) Resolution No. 2022-132

Ed Gallo – Expressed support for this item.

Motion: Morasco; Second: Inscoe; Approved: 5-0



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

7. RESOLUTION OF INTENT TO VACATE A PORTION OF AN UNNAMED ALLEY IN BLOCK 75 OF ESCONDIDO, BETWEEN S. PINE STREET AND W. 2ND AVENUE

Request the City Council approve to adopt Resolution No. 2022-131 to set December 7, 2022 as the date to conduct a hearing to consider authorizing the street vacation for a portion of the unnamed public alley in Block 75 of Escondido, between S. Pine Street and W. 2nd Avenue. (File Number 0690-40)

Staff Recommendation: Approval (City Manager's Department: Jennifer Schoeneck, Deputy Director of Economic Development)

Presenter: Vince McCaw, Real Property Manager

a) Resolution No. 2022-131

8. NOTICE OF COMPLETION FOR THE HALE AVENUE RESOURCE RECOVERY FACILITY INFLUENT PUMP STATION SCREENINGS CONVEYANCE SYSTEM PROJECT

Request the City Council approve to adopt Resolution No. 2022-168, authorizing the Deputy City Manager / Director of Utilities to file a Notice of Completion for the Hale Avenue Resource Recovery Facility ("HARRF") Influent Pump Station Screenings Conveyance System Project. (File Number 0600-95)

Staff Recommendation: Approval (Utilities Department: Christopher W. McKinney, Deputy City Manager / Director of Utilities)

Presenter: Angela Morrow, Deputy Director of Utilities / Construction and Engineering

a) Resolution No. 2022-168

9. FISCAL YEAR 2021-22 U.S. DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT – LOCAL SOLICITATION AND BUDGET ADJUSTMENT

Request the City Council approve to adopt Resolution No. 2022-172 authorizing the Police Department to accept a \$41,920 Fiscal Year 2021-22 Edward Byrne Memorial Justice Assistance Grant (JAG); authorizing the Chief of Police or his designee to execute grant documents on behalf of the City; and approving budget adjustments needed to spend grant funds. Grant funds will cover salary expenses for part-time patrol technicians. (File Number 0480-70)

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

Presenter: David Cramer

a) Resolution No. 2022-172



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

10. FISCAL YEAR 2021 OPERATION STONEGARDEN GRANT

Request the City Council approve to adopt Resolution No. 2022-170, authorizing the Chief of Police to accept the Fiscal Year 2021 Operation Stonegarden Grant funds in the amount of \$10,000 from the California Office of Emergency Services through the County of San Diego; authorizing the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. The Police Department will use grant funds to pay overtime expenses for multi-disciplinary crime suppression operations related to human trafficking, narcotics trafficking, weapons trafficking, and criminal gang activity.(File Number 0480-70)

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

Presenter: David Cramer

a) Resolution No. 2022-170

11. FISCAL YEAR 2022-23 STATE OF CALIFORNIA CITIZEN’S OPTIONS FOR PUBLIC SAFETY PROGRAM GRANT

Request the City Council approve to adopt Resolution No. 2022-171, authorizing the Escondido Police Department to accept a Fiscal Year 2022-23 Citizens’ Option for Public Safety Program Grant in the amount of \$232,722; approving grant expenditures consistent with guidelines in AB1913; authorizing the Chief of Police or his designee to execute grant documents on behalf of the City of Escondido (“City”); and approving budget adjustments needed to spend grant funds.(File Number 0480-70)

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

Presenter: David Cramer

a) Resolution No. 2022-171

12. PURCHASE ONE (1) TYPE 3 WILDLAND BRUSH ENGINE FROM BOISE MOBILE EQUIPMENT INC. (BME) OF BOISE,IDAHO

Request the City Council approve to adopt Resolution No. 2022-174, establishing a capital project and a Budget Adjustment, in the amount of \$540,000 funded by the Rincon Del Diablo Fire Protection District, and authorizing the Fleet Services Division to purchase one (1) Type 3 Boise Mobile Equipment Wildland Brush Engine from Boise Mobile Equipment Inc. (“BME”) in the amount of \$434,878.74 through a Cooperative Purchase Contract with the State of California, Contract No. 1-17-23-21B. The State of California cooperative purchase price includes all taxes, delivery, operator and mechanic training, and all associated fees. The balance of the capital project fund will be used to purchase the needed tools, hose, technology, radios and equipment for the new Brush Engine.(File Number 0470-20)



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

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

Presenter: Joseph Goulart

a) Resolution No. 2022-174

13. DELEGATION OF AUTHORITY TO THE CITY MANAGER TO STUDY AND ESTABLISH PARKING RESTRICTIONS AT ALL MUNICIPALLY OWNED PARKING LOTS

Request the City Council approve to adopt Resolution No. 2022-176, delegating authority to the City Manager to study, establish and post parking restrictions at all municipally owned parking lots.(File Number 1060-50)

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

Presenter: Joseph Goulart

a) Resolution No. 2022-176

14. TREASURER’S INVESTMENT REPORT FOR THE QUARTER ENDED SEPTEMBER 30, 2022

Request the City Council approve the Quarterly Investment Report for the quarter ended September 30, 2022.(File Number 0490-55)

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

Presenter: Douglas Shultz

PUBLIC HEARING

15. ADOPTION OF THE 2022 CALIFORNIA BUILDING STANDARDS - CALIFORNIA CODE OF REGULATIONS TITLE 24

Request the City Council approve to adopt Ordinances 2022-21 and 2022-22, amending the City of Escondido Municipal Code to reflect the 2022 California Building, Residential, Plumbing, Electrical, Mechanical, Energy, Historical, Existing Building, Green Building Standards, Fire Codes, and proposed local amendments.(File Number 1000-90)

Staff Recommendation: Approval (Development Services Department: Andrew Firestine, Development Services Director, and Fire Department: Rick Vogt, Fire Chief)

Presenters: Doug Moody, Building Official, and LaVona Koretke, Deputy Fire Marshal

a) Ordinance No. 2022-21 (First Reading and Introduction)



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

b) Ordinance No. 2022-22 (First Reading and Introduction)

Motion: Garcia; Second: Martinez; Approved: 5-0

CURRENT BUSINESS

16. PROPOSED EDI RATE ADJUSTMENTS

Request the City Council approve to adopt Resolution No. 2022-158, the annual residential and commercial solid waste and recycling rate adjustments pursuant to the terms of the City of Escondido's ("City's") adopted Solid Waste and Recycling Franchise Agreement with Escondido Disposal, Inc. ("EDI") Upon approval by the City Council, the proposed rate adjustments will become effective January 1, 2023.(File Number 1310-50)

Staff Recommendation: Approval (Utilities Department: Christopher W. McKinney, Deputy City Manager / Director of Utilities)

Presenter: Lori Calvert, Program Coordinator for Recycling

a) Resolution No. 2022-158

Motion: Garcia; Second: Inscoc; Approved: 5-0

17. CITYWIDE PUBLIC SERVICES COMMUNITY FACILITIES DISTRICT (CFD) INFORMATIONAL UPDATE

Request the City Council provide direction to staff, as appropriate. No action is required at this time.(File Number 0685-20)

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

Presenter: Andrew Firestine

Lori Pfeiler – Requested that the City Council eliminate Public Services Community Facilities Districts.

No Council Action Required.

FUTURE AGENDA

18. 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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

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)

Garcia – Presentation on our citywide focus to address the unhoused population in Escondido.

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

Inscoe – Attended the North County Philanthropy Council Awards Ceremony and the Church of RB Day of Service event at Kit Carson Park. Attended Vetfest at the American Legion.

Morasco – Attended Escondido Police Department Trunk or Treat event. Met with the Escondido Chamber of Commerce. Attended the Grape Day Aquatic Center stakeholder meeting.

Martinez – Attended the Dia de Los Muertos event at the California Center for the Arts. Attended an Air Pollution Control District meeting.

Garcia – Attended the North County Philanthropy Council Awards Ceremony. Attended Dia de Los Muertos at the California Center for the Arts. Attended Vetfest at the American Legion.

McNamara – Attended the North County Philanthropy Council Awards Ceremony and Vetfest at the American Legion.

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

None.

ADJOURNMENT

Mayor McNamara adjourned the meeting at 6:20 p.m.

MAYOR

CITY CLERK



STAFF REPORT

ITEM NO. 4

SUBJECT

WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

ANALYSIS

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

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

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

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

RECOMMENDATION

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

Respectfully Submitted,

Zack Beck
City Clerk



STAFF REPORT

December 07, 2022
File Number 0410-20

SUBJECT

ANNUAL FINANCIAL REPORT ON CAPITAL FUNDS FUNDED BY DEVELOPMENT IMPACT FEES PER GOVERNMENT CODE SECTION 66006

DEPARTMENT

Finance Department

RECOMMENDATION

Request that the City Council receive and file the Annual Financial Report on Development Impact Fees.

Staff Recommendation: Approval (Finance: Christina Holmes, Director of Finance)

Presenter: Christina Holmes, Director of Finance

FISCAL ANALYSIS

There is no fiscal impact from this action.

PREVIOUS ACTION

The annual and five-year report for the Fiscal Year ending June 30, 2021, was brought to the City Council on December 15, 2021.

BACKGROUND

Government Code Section 66006 requires local agencies that impose Development Impact Fees to follow certain accounting procedures for tracking fee revenue received and to prepare an annual and five year report that make certain findings. The Fiscal Year June 30, 2022 Financial Information Report (Attachment "1") provides the annual information required by the Government Code for the four Development Impact Fees that meet this reporting requirement: Park Development, Traffic Impact, Storm Drain, and Public Facilities. These fees are accounted for in separate funds, and each fund earns and accumulates interest. No refunds have been made nor are any required. The next five-year report will be for the fiscal year ending June 30, 2026.

ATTACHMENTS

1. Attachment "1" – Financial Information Report

ATTACHMENT 1
Capital Funds Funded by Development Impact Fees and Subject to Gov. Code Sec. 66006
Fiscal Year Ended June 30, 2022 Financial Information Report

This report contains information on the City of Escondido's Capital Funds Funded by Development Impact Fees. These fees collected from developers are subject to the Government Code Section 66000 et seq., which governs the administration of development fees paid by developers for the public facilities and infrastructure needed to serve the new development. In order to be in compliance with the government code, fees are accounted for in separate funds to ensure that the fees are spent on the specific purpose for which they were collected. This report is organized by the fund that each development fee is collected in and includes the following information:

- 1) A brief description of the type of fee collected in each fund
- 2) The amount of the fee
- 3) The beginning and ending balances in each fund
- 4) The amount of fees collected, interest earned, and transfers/loans
- 5) A description of the public improvements that the fees were spent on, along with the total percentage of the cost of the public improvement that was funded with the fees
- 6) A description of each interfund transfer or loan made from each fund, along with the date the loan will be repaid and the rate of interest
- 7) The estimated date when projects will commence if sufficient funds have been collected to complete a project
- 8) The amount of refunds made pursuant to the code, if applicable

For the fiscal year ended June 30, 2022 there were no refunds of development fees pursuant to the code. For more information regarding timelines, future uses, and history on the capital projects designated by the City Council in these funds, see the City of Escondido's Five Year Capital Improvement Program and Budgets, which are available on the City of Escondido's website or at the City Clerk's reference desk.

| PARK DEVELOPMENT FUND | Beginning Fund Balance | Developer Fee Revenue | Interest Earned | Other Revenue & Transfers-In | Capital Expenditures & Transfers-Out | Ending Fund Balance |
|------------------------------|-------------------------------|------------------------------|------------------------|---|---|----------------------------|
| FUND 109 | \$ 4,841,739 | \$ 1,292,487 | \$ (163,503) | \$ - | \$ (1,117,077) | \$ 4,853,647 |

Park Fee:

\$6,986.29 per dwelling unit, \$6,663.76 per dwelling unit for multi family development.

Purpose:

To ensure that the park land and recreational facility standards established by the City are met with respect to the additional needs created by such development.

Capital Expenditures and Transfers Out:

| <u>Project No.</u> | <u>Expenditure Description</u> | <u>Expenditures</u> | <u>FYE 2022 Appropriation Balance</u> | <u>Fees as a % of Total Project's Funding</u> |
|---|---|---------------------|---------------------------------------|---|
| 501002 | Expanded Arena Sports | 58,183 | 705 | 100% |
| 501003 | MVP Tennis Courts Resurfacing | - | 12,210 | 100% |
| 501102 | NFC Fitness Courts | 489,655 | 139,633 | 100% |
| 501201 | Library Pocket Park | 7,237 | 22,763 | 100% |
| 501203 | Multipurpose Artificial Turf | - | 135,960 | 100% |
| 501204 | Park Ball Field | - | 350,000 | 100% |
| 501205 | Ryan Park Field Expansion | - | 350,000 | 100% |
| 501501 | Kit Carson Park Parking Lot Lights & Security | 34,415 | 843,053 | 100% |
| 501601 | Grape Day Park Restrooms | 53,697 | 2,058,228 | 100% |
| 501602 | City Park Capital Improvements | - | 15,014 | 100% |
| 501808 | Play Equipment Shade Structure | - | 228,124 | 100% |
| 501809 | Washington Park Parking Lot Expansion | 129,302 | 225,381 | 100% |
| 501810 | City Skate Spots | 344,587 | 381,075 | 100% |
| 501903 | Washington Park Improvements | - | 6,000 | 100% |
| 508901 | Grape Day Park CPTED Improvements | - | 366,243 | 100% |
| Total Expenditures and Appropriations: | | \$ 1,117,077 | \$ 5,134,389 | |

ATTACHMENT 1
Capital Funds Funded by Development Impact Fees and Subject to Gov. Code Sec. 66006
Fiscal Year Ended June 30, 2022 Financial Information Report

| TRAFFIC IMPACT FUND | Beginning Fund Balance | Developer Fee Revenue | Interest Earned | Other Revenue & Transfers-In | Capital Expenditures & Transfers-Out | Ending Fund Balance |
|---------------------|------------------------|-----------------------|---------------------|------------------------------|--------------------------------------|---------------------|
| FUND 120 | \$ 8,374,201 | \$ 1,813,646 | \$ (320,180) | \$ - | \$ (35,903) | \$ 9,831,764 |

Local Traffic Fee: \$4,191.77 per single-family dwelling unit, \$2,095.37 per dwelling unit for multi family development
(See City Fee Guide for Development Projects Traffic fee schedule for additional details)

Purpose: To ensure that the traffic and transportation facility standards established by the City are met with respect to the additional needs created by such development.

Regional Traffic (RTCIP) Fee: \$2,635.50 per residential dwelling unit

Purpose: To ensure local agency participation in circulation improvements to allow quality of life standards to be achieved and allow new development to proceed.

Capital Expenditures and Transfers Out:

| Project No. | Expenditure Description | Expenditures | FYE 2022 Appropriation Balance | Fees as a % of Total Project's Funding |
|---|---|------------------|--------------------------------------|--|
| 661001 | Citracado, West Valley to Harmony Grove | 2,285 | 8,263,679 | 18% |
| 661901 | Centre City Parkway Signals | - | 350,000 | 100% |
| 668901 | Roadway Network Update | 33,618 | 134,093 | 100% |
| Total Expenditures and Appropriations: | | \$ 35,903 | \$ 8,747,772 | |

Interfund Loans:

During the fiscal year ended 1985, per CDC resolution 85-7, the traffic impact fund established a loan to the Community Development Commission (CDC) to provide funding to construct certain capital improvements as described in the Redevelopment Plan. The initial loan amount was \$200,000, with accrued interest and payments received the current balance is \$959,515.

| STORM DRAIN FUND | Beginning Fund Balance | Developer Fee Revenue | Interest Earned | Other Revenue & Transfers-In | Capital Expenditures & Transfers-Out | Ending Fund Balance |
|------------------|------------------------|-----------------------|-----------------|------------------------------|--------------------------------------|---------------------|
| FUND 227 | \$ 1,181,999 | \$ 298,216 | \$ 9,353 | \$ - | \$ (528,932) | \$ 960,636 |

Drainage Facilities Single-family residential \$1,136.12 per dwelling unit, non-residential \$0.73 per sq. ft.

Fee: Multi-family residential \$469.22 per dwelling unit.

Purpose: To ensure that storm water drainage facilities meet the requirements established by the City's Drainage Master Plan.

Capital Expenditures and Transfers Out:

| Project No. | Expenditure Description | Expenditures | FYE 2022 Appropriation Balance | Fees as a % of Total Project's Funding |
|---|---|----------------|--------------------------------------|--|
| 671801 | E Valley Pkwy & Midway Drainage Improveme | 149,169 | 746,648 | 100% |
| 679908 | Storm Drain - La Honda Drive | - | 400,001 | 100% |
| 799501 | Fees Available for Developer Reimbursements | 379,763 | 2,110 | 100% |
| Total Expenditures and Appropriations: | | 528,932 | 1,148,759 | |

ATTACHMENT 1
Capital Funds Funded by Development Impact Fees and Subject to Gov. Code Sec. 66006
Fiscal Year Ended June 30, 2022 Financial Information Report

| PUBLIC FACILITIES FUNDS | Beginning Fund Balance | Developer Fee Revenue | *Interest Earned | Other Revenue & Transfers-In | Capital Expenditures & Transfers-Out | Ending Fund Balance |
|--------------------------------|-------------------------------|------------------------------|-------------------------|---|---|----------------------------|
| FUNDS 243 | \$ 7,950,344 | \$ 1,744,430 | \$ (279,806) | \$ - | \$ (483,089) | \$ 8,931,879 |

Public Facility Fee: Residential \$4,969.99 per dwelling unit.
Commercial \$2.25 per square foot, Industrial \$1.70 per square foot. Parking structure \$0.61 per square foot.

Purpose: To ensure that public facility standards established by the City are met with respect to the additional needs created by such development. (For public facilities such as Police, Fire, Library, etc.)

Capital Expenditures and Transfers Out:

| <u>Project No.</u> | <u>Expenditure Description</u> | <u>Expenditures</u> | <u>FYE 2022 Appropriation Balance</u> | <u>Fees as a % of Total Project's Funding</u> |
|---|---|---------------------|---------------------------------------|---|
| 100239 | Computer Aided Dispatch | - | 80,036 | 100% |
| 106702 | RCS Financing | 86,166 | 344,338 | 23% |
| 100239 | Development Impact Fee Inflation | 12,176 | 85,604 | 46% |
| 128101 | Interface Point CAD | - | 5,903 | 100% |
| 128901 | CAD Mapping Upgrade | - | 345,000 | 100% |
| 151701 | Dumpster Enclosure Security Upgrades | 2,606 | 744 | 100% |
| 153009 | GIS Public Internet Server | - | 3,584 | 100% |
| 400901 | Library Books & Circulating Materials | 249,676 | 16,847 | 100% |
| 406001 | Public Printing | 12,188 | 8,076 | 100% |
| 408101 | Library Expansion Project | - | 100,000 | 100% |
| 410001 | PACC Fire Alarm Systems | 80,000 | - | 100% |
| 501702 | KCP Sports Center Restroom | - | 75,690 | 100% |
| 556201 | Public Works Yard Generator | - | 200,000 | 100% |
| 556501 | Public Works Yard Relocation | 6,006 | 6,163,716 | 31% |
| 601104 | Traffic Signal Communication | 34,272 | 824,985 | 76% |
| Total Expenditures and Appropriations: | | \$483,089 | \$8,254,524 | |

Interfund Loans:

During the fiscal year ended 2019, per resolution 2018-146, the public facilities fund established a loan to the California Center for the Arts (CCA) to expedite the purchase of a Sound System in the CCA Concert Hall. The initial loan amount was \$261,500 and is being repaid in monthly payments over 5 years. The loan is being repaid with an interest rate of 2.598%. The remaining balance on this loan as of June 30, 2022 is \$68,589.68.

During the fiscal year ended 2020, per resolution 2019-161, the public facilities fund established a loan to the California Center for the Arts (CCA) to finance Conference Center furnishings. The initial loan amount was \$100,000 and is being repaid in monthly payments over 5 years. The loan is being repaid with an interest rate of 3.069%. The remaining balance on this loan as of June 30, 2022 is \$53,575.85.



STAFF REPORT

December 7, 2022
File Number 0440-35

SUBJECT

APPROVAL OF THE FY2023/24 RECOGNIZED OBLIGATION PAYMENT SCHEDULE

DEPARTMENT

Finance

RECOMMENDATION

Request that the City Council adopt Resolution No. 2022-144, approving the FY2023/24 Recognized Obligation Payment Schedule (“ROPS”) so that the Successor Agency may continue to make payments due for enforceable obligations.

Staff Recommendation: Approval (Finance: Christina Holmes, Director of Finance)

Presenter: Christina Holmes, Director of Finance

FISCAL ANALYSIS

Under the Redevelopment Dissolution Act, the Successor Agency is responsible for submitting to the County Oversight Board a payment schedule for obligations of the former Redevelopment Agency. The County Oversight Board will forward this payment schedule to the State for approval. Once approved by the State, the County of San Diego will fund the payments from the County Redevelopment Property Tax Trust Fund (RPTTF).

PREVIOUS ACTION

Resolution No. 2021-167, approving the Recognized Obligation Payment Schedule (ROPS22-23) was approved by the City Council on December 15, 2021.

BACKGROUND

Escondido’s Redevelopment Agency (“Redevelopment Agency”) was established in December 1984 in connection with the adoption of the Escondido Redevelopment Plan (“Plan”) and formation of a Redevelopment Project Area (“Escondido Redevelopment Project Area”). The Redevelopment Agency consisted of the members of the Escondido City Council, although the City and Redevelopment Agency were legally separate entities.



CITY of ESCONDIDO

STAFF REPORT

In essence, redevelopment worked for decades by freezing the level of property taxes at the time the Redevelopment Agency adopted the Plan for the Escondido Redevelopment Project Area. During the existence of redevelopment, any increases in taxes went to the Redevelopment Agency, rather than the various entities that would have otherwise received the tax increases. This stream of revenue (the difference between taxes at the time of formation and the amount of increases, which occur over the years) was known as “tax increment” and could be used to pay the principal of and interest on loans, moneys advanced to, or indebtedness incurred by the Redevelopment Agency to finance a redevelopment project.

As part of the 2011 Budget Act, and in order to protect funding for core public services at the local level, the State Legislature approved the dissolution of the state’s 400 plus Redevelopment Agencies (“RDAs”). The State of California’s passage of Assembly Bill X1 26 dissolved RDAs and replaced them with successor agencies effective February 1, 2012. As a result of the elimination of the RDAs, property tax revenues are now being used to pay required payments on existing bonds, other obligations, and pass-through payments to local governments. The remaining property tax revenues that exceed the enforceable obligations are being allocated to cities, counties, special districts, and school and community college districts.

To help facilitate the wind-down process at the local level, successor agencies were established to manage redevelopment projects currently underway, make payments on enforceable obligations, and dispose of redevelopment assets and properties. The City of Escondido elected to serve as the Successor Agency for the Redevelopment Agency.

Pursuant to Health and Safety Code Section 34179(j), on July 1, 2018, one Countywide Oversight Board (“Countywide OB”) was created. The Countywide OB consists of seven members representing agencies in the County and it will continue to oversee and approve the wind down actions of the successor agencies for former redevelopment agencies. As such, all actions of the Successor Agency approved by the City Council will then be submitted to the Countywide OB for approval, and then to the State Department of Finance for final approval.

RECOGNIZED OBLIGATION PAYMENT SCHEDULE OUTSTANDING OBLIGATIONS

The Recognized Obligation Payment Schedule for July 2023 through June 2024 (Exhibit “A”) lists one enforceable obligation of the Redevelopment Agency:

Loan Repayment to Traffic Impact Fund: \$150,000

California Health and Safety Code Section 33445 authorized a redevelopment agency to enter into agreements with the host city to borrow money and accept financial assistance from the city for redevelopment projects located within the agency’s jurisdiction. Because newly formed agency funding was limited to a future, expected stream of tax increment, cities often loaned agencies both staff and



CITY of ESCONDIDO

STAFF REPORT

funding to get redevelopment projects started. By Escondido Community Development Commission (“CDC”) Resolution 1985-07, the Traffic Impact Fund loaned the Redevelopment Agency \$200,000 for certain Nordahl Bridge improvements. Under Section 5 of Resolution No. CDC 85-7, the Commission agreed to reimburse the City for the advance from whatever revenue the Commission is entitled to and to pay interest at the rate of twelve percent (12%) per annum. On December 18, 2012, this Loan was recognized by the Department of Finance to be an enforceable obligation of the Successor Agency.

Listed in ROPS23-24 (Exhibit “A”) is a request for approval of a payment of \$150,000, which includes available funds of \$62,138 and RPTTF funds of \$87,862. The \$150,000 total payment will result in an ending loan balance of \$885,616 including accrued interest, summarized in the table below:

| | |
|----------------------------------|------------------|
| FY2022/23 Ending Balance | \$924,657 |
| ROPS23-24 Payment | (150,000) |
| FY2023/24 Accrued Interest (12%) | 110,959 |
| FY2023/24 Ending Balance | \$885,616 |

RESOLUTIONS

- a. Resolution No. 2022-144
- b. Resolution No. 2022-144 – Exhibit “A” – ROPS 23-24

RESOLUTION NO. 2022-144

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AS THE SUCCESSOR AGENCY TO THE ESCONDIDO REDEVELOPMENT AGENCY, ADOPTING A RECOGNIZED SCHEDULE OF ENFORCEABLE OBLIGATIONS FOR THE PERIOD OF JULY 2023 THRU JUNE 2024 PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177

WHEREAS, pursuant to authorizing Resolution No. 2012-16, the City Council of the City of Escondido elected to serve as the Successor Agency and Successor Housing Agency to the Escondido Redevelopment Agency; and

WHEREAS, pursuant to Health and Safety Code Section 34177, successor agencies are required to make payments due for enforceable obligations and adopt a Recognized Obligation Payment Schedule (“ROPS”); and

WHEREAS, pursuant to Health and Safety Code Section 34177, a ROPS must be adopted that lists all of the enforceable obligations within the meaning of Health and Safety Code Section 34167(d), and must thereafter be reviewed by other entities, updated, and published in a specific manner; and

WHEREAS, it is the intention of the City Council of the City of Escondido as the Successor Agency to the Escondido Redevelopment Agency to adopt the ROPS so that the Successor Agency may continue to make payments due for enforceable obligations.

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, as the Successor Agency to the Escondido Redevelopment Agency, hereby adopts the ROPS for the period of July 2023 to June 2024, which is attached hereto as Exhibit "A" and incorporated by this reference.

Recognized Obligation Payment Schedule (ROPS 23-24) - Summary
Filed for the July 1, 2023 through June 30, 2024 Period

Successor Agency: Escondido
County: San Diego

| Current Period Requested Funding for Enforceable Obligations (ROPS Detail) | 23-24A Total (July - December) | 23-24B Total (January - June) | ROPS 23-24 Total |
|---|---|--|-----------------------------|
| A Enforceable Obligations Funded as follows (B+C+D): | \$ 62,138 | \$ - | \$ 62,138 |
| B Bond Proceeds | - | - | - |
| C Reserve Balance | - | - | - |
| D Other Funds | 62,138 | - | 62,138 |
| E Redevelopment Property Tax Trust Fund (RPTTF) (F+G) | 87,862 | - | 87,862 |
| F RPTTF | 87,862 | - | 87,862 |
| G Administrative RPTTF | - | - | - |
| H Current Period Enforceable Obligations (A+E): | \$ 150,000 | \$ - | \$ 150,000 |



STAFF REPORT

December 7, 2022

File Number 0600-10;A-3434

SUBJECT

AWARD CONSTRUCTION CONTRACT FOR THE JUNIPER ELEMENTARY BIKE/PEDESTRIAN IMPROVEMENT PROJECT AND APPROVE ACQUISITION AGREEMENT FOR 1644-1660 S. JUNIPER ST.

DEPARTMENT

Development Services, Engineering Services

RECOMMENDATION

Request that the City Council adopt Resolution No. 2022-160, awarding the construction contract to Granite Construction Company, determined to be the lowest responsible and responsive bidder, and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of \$2,078,216 for the Juniper Elementary Bike/Pedestrian Improvement Project ("Project").

It is also requested that the City Council adopt Resolution No. 2022-136 authorizing the Mayor, on behalf of the City, to execute an Acquisition Agreement with the owners of 1644-1660 South Juniper Street (APN: 234-300-25-00) in the amount of \$57,600 for payment of impacts to the property as required for the construction of Project improvements.

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

FISCAL ANALYSIS

This Project is included in the adopted Capital Improvement Program and is funded in part by \$1,096,764 in Active Transportation Program grant funds (Juniper Safe Routes to School Project) and \$592,884 in TransNet and Gas Tax funds. Available funding designated for traffic signal improvements will be used to pay for \$505,000 in traffic signal modifications. Available Gas Tax funds designated for traffic infrastructure improvements will be used to pay for the cost of the installation of a Rapid Flashing Beacon totaling \$25,000.

Bids received for the Project were higher than estimated. Based on feedback from bidders, higher than normal costs are driven by recent inflation along with the requirement for bidders to meet the Disadvantaged Business Enterprise (DBE) participation goal of twenty-two percent that was established for this Project as a condition of the Active Transportation Program grant funding.



CITY of ESCONDIDO

STAFF REPORT

PREVIOUS ACTION

On November 28, 2018, the Council adopted Resolution No. 2018-182, authorizing the City Engineer to execute an Active Transportation Grant agreement in the amount of \$1,336,000 for the Juniper Elementary Safe Routes to School project.

On October 26, 2022, the Council adopted Resolution No. 2022-129, rejecting all bids for the Juniper Elementary Bike/Pedestrian Improvement Project and authorizing staff to re-bid the project.

BACKGROUND

The Project will fill in gaps in the sidewalk on Juniper Street between Chestnut Street and Vermont Avenue, install upgraded pedestrian crossings, and Class II bicycles lanes to provide safer access to Juniper Elementary School. The Project will also improve the intersections of Juniper Street with Felicita Avenue and Escondido Boulevard with Felicita Avenue to provide pedestrian countdown timers, Accessible Pedestrian Signal (APS) pedestrian pushbutton (audible tones and vibrotactile surfaces), enhanced crosswalk striping and protected left turns. Additional Project improvements include the installation of curb and gutter, driveway approaches, and pedestrian ramps, the removal and replacement of existing pavement and the construction of new roadway, the installation of new tree wells with underdrains, new water services and fire hydrants, storm drain upgrades, landscaping, construction of retaining walls, and signage and striping upgrades.

On November 17, 2022, five (5) sealed bids were received in response to the advertised request for bids for the Project. The confirmed totals for the total base and additive alternate bid items are listed below:

| | |
|---|----------------|
| Granite Construction Company | \$2,078,216.00 |
| Blue Pacific Engineering Construction Inc. | \$2,099,697.16 |
| Tri-Group Construction, Inc | \$2,251,126.00 |
| Palm Engineering Construction Company, Inc. | \$2,289,843.50 |
| L.B. Civil Construction | \$2,395,123.00 |

Staff recommends that the bid submitted by Granite Construction Company be considered the lowest responsive and responsible bid that also meets the DBE criteria required for the CDBG funding. Staff further recommends that the Additive Alternate Bid Schedule work, which includes the repair of failing pavement within the Project limits and the installation of a Rectangular Rapid-Flashing Beacon (RRFB) at the pedestrian crossing on Juniper Avenue at 13th Avenue, be included as part of the contract awarded to Granite Construction Company for the Project in the total amount of \$2,078,216.

This Project results in impacts to the property at 1644-1660 S. Juniper Street/APN: 234-300-25, including removal of an existing carport and impacts to landscaping and parking lot improvements. The City made a written offer to acquire the interests to the recorded owners of the property in an amount that was not



CITY *of* ESCONDIDO

STAFF REPORT

less than the appraised fair market value. City staff and property owners have negotiated for payment of the acquired property interest and impacts to the property, in the total amount of \$57,600. Staff recommends approval of the associated acquisition agreement as necessary to complete the Project.

RESOLUTIONS

- a. Resolution No. 2022-160
- b. Resolution No. 2022-160 – Exhibit A – Public Improvement Agreement
- c. Resolution No. 2022-136
- d. Resolution No. 2022-136 – Exhibit A – Acquisition Agreement

RESOLUTION NO. 2022-160

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC IMPROVEMENT AGREEMENT FOR THE JUNIPER ELEMENTARY BIKE/PEDESTRIAN IMPROVEMENT PROJECT

WHEREAS, the City Council has authorized acceptance of an Active Transportation Grant and has allocated funding in the adopted Capital Improvement Program budget for the Juniper Elementary Bike/Pedestrian Improvements Project ("Project"); and

WHEREAS, a notice inviting bids for said improvements was duly published; and

WHEREAS, pursuant to said notice, five sealed bids for the Project were opened and evaluated on November 17, 2022; and

WHEREAS, Granite Construction Company was determined to be the lowest responsive and responsible bidder; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to authorize a Public Improvement Agreement with Granite Construction Company in the amount of \$2,078,216.

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, a Public Improvement Agreement with Granite Construction Company, 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.



CITY OF ESCONDIDO
PUBLIC IMPROVEMENT AGREEMENT

This Public Improvement Agreement (“Agreement”) is made and entered into as of this ____ day of _____, 2022 (“Effective Date”),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Marissa Padilla
760-839-4098
("CITY")

And: GRANITE CONSTRUCTION COMPANY
a California corporation
5860 El Camino Real, #200
Carlsbad, CA 92008
Attn: Scott McArthur
760-444-1028
("CONTRACTOR").

(The CITY and CONTRACTOR each may be referred to herein as a “Party” and collectively as the “Parties.”)

WHEREAS, the Parties desire to enter into this Agreement for the performance of work relating to the Juniper Elementary Bike/Pedestrian Improvement Project (“Project”), occurring on property located along Juniper Ave. between Chestnut St. and Vermont Ave. and at the intersections of Felicita Ave. and Juniper St. and Felicita Ave. and Escondido Blvd. (“Property”), as further described herein.

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

1. Project Documents. The Notice Inviting Sealed Bids/Notice to Contractors, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers' Compensation Certificate, Change Orders, Shop Drawing Transmittals, Information Required of CONTRACTOR, Non-collusion Affidavit, Insurance Certificates, Guarantees, General Conditions, Supplementary General Conditions, Special Conditions, Plans, Drawings, Specifications, the Agreement, and all modifications, addenda, and amendments thereto (“Project Documents”) are incorporated herein

by this reference as if fully set forth herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Description and Performance of Work. CONTRACTOR shall furnish all work described in the Project Documents ("Work"). All Work to be performed and materials to be furnished shall be completed in a good workmanlike manner, free from defects, in strict accordance with the plans, drawings, specifications, and requirements set forth in the Project Documents and all provisions of this Agreement.
3. Compensation. In exchange for CONTRACTOR's completion of the Work, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of \$2,078,216.00 ("Contract Price"). CONTRACTOR shall be compensated only for performance of the Work described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent.
4. Term and Time of Performance. CONTRACTOR shall commence work within one week from the CITY's notice to proceed. CONTRACTOR shall diligently perform and complete the Work with professional quality and technical accuracy within 80 working days after the City's Notice to Proceed ("Completion Date"). Extension of terms or time of performance shall be subject to the CITY's sole discretion.
5. Time Is of the Essence. If the Work is not completed by the Completion Date, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85, the Parties agree that CONTRACTOR shall pay to the CITY as fixed and liquidated damages, and not as a penalty, the sum of \$500 per day for each calendar day of delay until the Work is completed and accepted ("Liquidated Damages Amount"). The Liquidated Damages Amount shall be deducted from any payments due to, or that become due to, CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the Liquidated Damages Amount.
6. Insurance Requirements.
 - a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work, and the results of such Work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 0001 11188 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury (including emotional distress), sickness, disease, or death of any person other than the CONTRACTOR's employees, and personal and advertising injury, and damages because of injury or destruction of tangible property, including loss of use resulting there from, with limits no less than \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage; or, if a general aggregate limit is applicable, either: (i) the general aggregate limit shall specifically apply to the project identified in the bid specifications or to the location of such project which is the subject of these bid specifications with coverage to be no less than \$3,000,000, or (ii) the general aggregate shall be at least \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage.
 - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9),

including damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under CONTRACTOR's control and engaged in the Work, with limits no less than \$3,000,000 combined single limit per accident for bodily injury and property damage.

- (3) *Workers' Compensation.* Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) *Builder's Risk/"All Risk" Insurance.* The CONTRACTOR, during the progress of the Work and until final acceptance of the Work by CITY, shall maintain Builder's Risk/"All Risk," course-of-construction insurance satisfactory to CITY issued on a completed value basis of all WORK pursuant to this Agreement. Coverage is to provide extended coverage and insurance against vandalism, theft, malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, earthquake, collapse, flood, wind, lightning, smoke, riot, debris removal (including demolition), and reasonable compensation for the Engineer's services and expenses required as a result of such insured loss upon the Work, including completed Work and Work in progress to the full insurable value thereof. Such insurance shall include the CITY and the City Engineer as an additional named insured and any other person with an insurable interest designated.
 - (5) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Compliance with General Condition Requirements.* Insurance coverage shall comply with and meet all requirements set forth in Article 5.2 of General Conditions
 - (2) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-:VII, or as approved by the CITY.
 - (3) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability additional insured endorsement shall be at least as broad as ISO Form CA 20 01.
 - (4) *Primary Coverage.* CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
 - (5) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.

- (6) *Subcontractors.* If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
 - (7) *Waiver of Subrogation.* CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its agents, representatives, employees and subcontractors.
 - (8) *Self-Insurance.* CONTRACTOR may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONTRACTOR shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONTRACTOR's (i) net worth and (ii) reserves for payment of claims of liability against CONTRACTOR are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONTRACTOR's utilization of self-insurance shall not in any way limit the liabilities assumed by CONTRACTOR pursuant to this Agreement.
 - (9) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.
- c. *Verification of Coverage.* At the time CONTRACTOR executes this Agreement, CONTRACTOR shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
 - d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
 - e. *No Limitation of Obligations.* The insurance requirements within this Agreement, including the types and limits of insurance coverage CONTRACTOR must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including but not limited to any provisions within this Agreement concerning indemnification.
 - f. *Compliance.* Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. Compliance by CONTRACTOR with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page evidencing the same shall not relieve the CONTRACTOR from liability assumed under any provision of this Agreement, including,

without limitation, the obligation to defend and indemnify the CTY and the City Engineer. In the event that CONTRACTOR fails to comply with any insurance requirement set forth in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONTRACTOR to stop Work under this Agreement and/or withhold any payment that becomes due to CONTRACTOR until CONTRACTOR demonstrates compliance with the insurance requirements in this Agreement.

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

- a. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONTRACTOR's (including CONTRACTOR's agents, employees, and subcontractors, if any) Work pursuant to this Agreement or its failure to comply with any of its obligations contained herein, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.
- b. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any Work performed pursuant to this Agreement.
- c. All terms and provisions within this Section 7 shall survive the termination of this Agreement.

8. Bonds.

- a. CONTRACTOR shall furnish and deliver to the CITY, simultaneously with the execution of this Agreement, the following surety bonds:
 - (1) *Faithful Performance Bond.* CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for faithful performance of this Agreement.
 - (2) *Labor and Materials Bond.* CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for payment to persons performing labor and furnishing materials in connection with the Project.
- b. All bonds furnished to the CITY pursuant to this Agreement shall be in the form set forth herein and approved by the City Attorney.
- c. All bonds shall be executed by sureties that are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

- d. If the surety on any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the CONTRACTOR shall, within seven days thereafter, substitute another bond and surety, which must be acceptable to the CITY. No portion of the Work shall be performed without bonds, in a form and issued by a surety acceptable to the City. If one or more of such bonds shall, at any time, not be in full force and effect, CONTRACTOR shall immediately cease performance of the Work until CONTRACTOR is in full compliance with the bonding requirements of this Agreement and California law. All delays and costs incurred or resulting from such occurrence shall be to the exclusive account of CONTRACTOR. Failure of the CONTRACTOR to promptly cure any failure to have the necessary bonds in full force and effect shall be grounds for immediate termination of this Agreement.
 - e. All bonds shall be obtained from surety companies that are duly licensed or authorized in the State of California. Such surety companies shall also meet any additional requirements and qualifications as may be provided in the Supplementary General Conditions.
9. Substitution of Securities. This Agreement is subject to California Public Contract Code section 22300, which permits the substitution of securities for any monies withheld by the CITY to ensure performance of this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state- or federally-chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion and acceptance of the Work, such securities shall be returned to the CONTRACTOR.
10. Contractor Default. In the event CONTRACTOR, for a period of 10 calendar days after receipt of written demand from the CITY to do so ("Cure Period"), fails to furnish tools, equipment, or labor in the necessary quantity or quality required by this Agreement, or fails to prosecute the Work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within the Cure Period, fails to continue to do so, then the CITY in its sole discretion may exclude the CONTRACTOR from the Property, or any portion thereof, and take exclusive possession of the Property or any portion thereof, together with all material and equipment thereon, and may complete the Work or any portion of the Work, either by (i) furnishing the necessary tools, equipment, labor, or materials; or (ii) letting the unfinished portion of the work, or any portion thereof, to another contractor; or (iii) demanding the surety hire another contractor; or (iv) any combination of such methods. The CITY's procuring of the completion of the Work, or the portion of the Work taken over by the CITY, shall be a charge against the CONTRACTOR and may be deducted from any money due or to become due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of such charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment if CONTRACTOR fails to pay in full any such cost incurred by the CITY. The permissible charges for any such procurement of the completion of the Work include actual costs and fees incurred to third party individuals and entities (including but not limited to consultants, attorneys, inspectors, and designers) and actual costs incurred by the CITY for the increased dedication of time of the CITY's employees to the Project.
11. Other Legal Requirements Incorporated. Each and every provision of law and clause required by law to be inserted in this Agreement or its attachments shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though such law or clause were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party, the Agreement shall forthwith be physically amended to make such insertion or correction, without further changes to the remainder of the Agreement.

12. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONTRACTOR concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
13. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
14. Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
15. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR, and pursuant to action of the Escondido City Council.
16. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
17. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
18. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
19. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
20. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
21. Business License. CONTRACTOR shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
22. Compliance with Laws, Permits, and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. This shall include, but shall not be limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all permits, licenses, and other authorizations necessary to perform the work under this Agreement. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
23. Prevailing Wages and Department of Industrial Relations Compliance. Pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of

wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages, including but not limited to the keeping of certified payroll records, overtime pay, employment of apprentices, and workers' compensation coverage, as further set forth in the General Conditions. CONTRACTOR shall file the required workers' compensation certificate before commencing work under this Agreement. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post all job site notices required by regulation. CONTRACTOR, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any public works contract subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

24. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONTRACTOR represents and warrants that all of its employees and the employees of any subcontractor retained by CONTRACTOR who perform any portion of the Work under this Agreement are and will be authorized to perform the Work in full compliance with the IRCA. CONTRACTOR affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Work. CONTRACTOR agrees to comply with the IRCA before commencing any portion of the Work, and continuously throughout the performance of the Work and the term of this Agreement.
25. Federal Grant Funds. The Parties acknowledge that Active Transportation Program funds will be used to fund all or a portion of this Agreement. The CONTRACTOR shall comply with all applicable federal laws, regulations, executive orders, policies, procedures, and directives relating to such federal funds including those detailed in Exhibit 1 which is attached hereto and incorporated herein by this reference.
26. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____

Paul McNamara
Mayor

[CONTRACTOR COMPANY NAME]

Date: _____

Signature

Name & Title (please print)

Contractor's License No.

Tax ID/Social Security No.

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

BY: _____

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

RESOLUTION NO. 2022-136

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, AN ACQUISITION AGREEMENT WITH THE OWNERS OF 1644-1660 SOUTH JUNIPER STREET, FOR THE PROPERTY IMPROVEMENTS TO BE ACQUIRED IN ASSOCIATION WITH THE JUNIPER ELEMENTARY BIKE/PEDESTRIAN IMPROVEMENT PROJECT

WHEREAS, the City of Escondido ("City") plans to complete the Juniper Elementary Bike/Pedestrian Improvements Project ("Project"), which will provide pedestrian and bike paths, and will include the installation of new sidewalk, curb and gutter, pedestrian ramps, driveway approaches, retaining walls, as well as grading for the construction of these improvements; and

WHEREAS, in order to carry out the principal purpose of the Project, it is necessary for the City to provide compensation to the owners of the property located at 1644-1660 South Juniper Street, with Assessors Parcel No 234-300-25-00, for landscaping, site improvements, plans and permit fees in association with Project impacts to the property; and

WHEREAS, on or about January 19, 2022, the City made a written offer to acquire the interest to the recorded owners of the property in an amount that was not less than the appraised fair market value; and

WHEREAS, City staff and property owners have negotiated an Acquisition Agreement for payment of the acquisition of the property interest and impacts to the property located at 1644-1660 South Juniper Street, in the total amount of \$57,600.00; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the Acquisition Agreement.

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

1. That the above recitations are true.
2. The Mayor is authorized to execute, on behalf of the City, the Acquisition Agreement with Jeramiah J. Jennings and Bunny R. Campbell. A copy of the Acquisition Agreement is attached hereto as Exhibit "A" and is incorporated by this reference.

PROJECT: Juniper Elementary Bike/Pedestrian Improvement Project
A.P.N.: 234-300-25
ADDRESS: 1644-1660 S. Juniper Street
OWNER: Jeramiah J. Jennings and Bunny R. Campbell

ACQUISITION AGREEMENT

This Acquisition Agreement (“Agreement”) is entered into this ___ day of _____, 2022 by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter called “Buyer”), and Jeramiah J. Jennings and Bunny R. Campbell, as joint tenants (hereinafter called “Seller”), for the acquisition, by Buyer, of certain property as hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement, all that certain improvements to real property (hereinafter called “Property”) situated in the City of Escondido, County of San Diego, State of California, and legally described on Exhibit “A” attached hereto and by reference made a part hereof. It is mutually agreed that the performance of this agreement constitutes the entire consideration for said document and shall relieve the Buyer of all further obligation or claims.

2. PURCHASE PRICE.

a. The total purchase price, payable in cash through escrow, shall be FIFTY-SEVEN THOUSAND SIX HUNDRED DOLLARS (\$57,600.00).

b. Seller agrees that the sum of \$57,600 is just compensation for the following amounts:

| | |
|--|----------|
| Land | \$0 |
| Landscaping and Site Improvements | \$53,500 |
| Severance Damages | \$0 |
| Other (Permit to Enter, Plans/Permits) | \$4,100 |

3. NOTICES. Any notice that either party is required, or otherwise may desire, to give to the other party, must be in writing and may be given by personal delivery or by mailing the same by registered or certified mail, return receipt requested, to the party to whom the notice is directed at the address of such party set forth at the end of this Agreement, or such other address as the parties may hereinafter designate by giving notice in the manner

provided for herein. Any notice given by mail shall be deemed given forty-eight (48) hours after such notice is deposited in the United States mail, addressed as provided, with postage fully prepaid.

MAILING ADDRESS OF
SELLER: Jeremiah J. Jennings
735 McInain St
Escondido, CA 92027

MAILING ADDRESS OF BUYER:
City of Escondido
201 N Broadway
Escondido, CA 92025

4. WAIVER and RELEASE. Seller hereby waives and releases Buyer from any and all claims for damages, liabilities, losses or injury related to the Property, including, but not limited to, (i) any and all claims concerning the alleged presence or release of any chemical, material, substance, or waste in, on, over, or around the Property, including such claims related to or brought pursuant to any local, state, or federal environmental law or regulation, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., and the Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health & Safety Code § 25300 et seq.; and (ii) any and all claims arising from Buyer's acquisition of the Property.
5. COST OF SUIT. In the event of any litigation, arbitration, quasi-judicial, or administrative proceeding between the parties herein to: (1) enforce any provision of this Agreement; (2) enforce any remedy available for default within this Agreement; or (3) seek a declaration of the rights of either party on each party's respective interests in the Property, the prevailing party shall be entitled to recover from the other such attorney's fees and costs as may be reasonably incurred.
6. RIGHT OF ENTRY. Seller hereby grants to Buyer or Buyer's authorized agents permission to enter upon any property adjacent to the Property that is owned by Seller to construct any necessary slopes, grades, drainage structures, utility service connections or relocations, and/or driveway conformances.
7. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.
8. SUCCESSORS AND ASSIGNS. The terms, conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns, and successors of the parties hereto.
9. ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding concerning the subject of this Agreement between the parties, and supersedes and replaces all prior negotiations or proposed agreements, written or oral. Each of the parties acknowledges that no other party, nor the agents nor the attorneys for any party, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein, and acknowledges that and neither party in executing this Agreement has relied upon any promise, representation, or warranty not contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year set forth below.

SELLER

Date: _____

By: _____
Jeramiah J. Jennings

SELLER

Date: _____

By: _____
Bunny R. Campbell

CITY OF ESCONDIDO,
a municipal corporation

Date: _____

By: _____
Paul McNamara, Mayor

EXHIBIT "A"

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

ALL THAT PORTION OF THE SOUTH HALF OF THE NORTH HALF OF LOT 5, BLOCK 188 OF RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 725, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 13, 1892, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID LOT 9, THENCE NORTH 78° 29' 20" EAST ALONG THE SOUTHERLY LINE THEREOF A DISTANCE OF 161.00 FEET; THENCE NORTH 11° 30' 40" WEST, 168.00 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SOUTH HALF OF THE NORTH HALF OF LOT 9; THENCE WESTERLY ALONG SAID NORTH LINE TO THE WEST LINE OF SAID LOT 9; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 9, 168.37 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION GRANTED TO THE CITY OF ESCONDIDO FOR STREET PURPOSES IN DEED RECORDED JANUARY 2, 1975, AS INSTRUMENT NO. 75-000446.

PARCEL 2:

AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS FOR ROAD AND WATER PIPE LINES AND APPURTENANCES THERETO OVER THAT PORTION OF THE NORTHERLY 25 FEET OF THE ABOVE DESCRIBED SOUTH HALF OF THE NORTH HALF OF SAID LOT 9, LYING EASTERLY OF THE EASTERLY LINE OF PARCEL 1 HEREINABOVE DESCRIBED AND WESTERLY OF A LINE WHICH BEARS SOUTH 11° 29' 30" EAST FROM A POINT IN THE NORTHERLY LINE OF SAID LOT 9, DISTANT THEREON NORTH 78° 30' 30" EAST 220.50 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 9.

Assessor's Parcel Number: 234-300-25



STAFF REPORT

December 7, 2022
File Number 0850-20

SUBJECT

ANNEXING TERRITORY TO COMMUNITY FACILITIES DISTRICT (CFD) 2022-1 (ECLIPSE AND MOUNTAIN HOUSE) AND CITYWIDE SERVICES CFD 2020-1

DEPARTMENT

Development Services, Engineering Services

RECOMMENDATION

Request that the City Council adopt Resolution No. 2022-182 annexing territory of 32 residential units as Annexation No. 1 to Zone A of Community Facilities District (“CFD”) 2022-1 (Eclipse and Mountain House), and Resolution No. 2022-183 annexing territory of 32 residential dwelling units as Zone 2020-7 of the Citywide Services CFD 2020-1.

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

Presenter: Julie Procopio, City Engineer

FISCAL ANALYSIS

Formation and annexation costs associated with CFD 2022-1 (Eclipse and Mountain House) are paid for by the Developer in accordance with the Reimbursement Agreement approved by the City Council on May 12, 2021 by Resolution No. 2021-56 and the First Amendment adopted on August 25, 2021 by Resolution No. 2021-115.

PREVIOUS ACTION

On March 16, 2022, the City Council introduced the second reading and adopted Ordinance No. 2022-03, authorizing the levy of special taxes.

On March 2, 2022, the City Council held a public hearing and introduced the first reading of Ordinance No. 2022-03, authorizing the levy of special taxes. City Council approved Resolution No. 2022-10 establishing Community Facilities District (“CFD”) 2022-1 consisting of 117 residential dwelling units and future annexation area of 32 residential dwelling units, and Resolution No. 2022-11 determining the necessity to incur bonded indebtedness for the Eclipse and Mountain House Projects. Further recommendations included the adoption of Resolution No. 2022-12 certifying election results, and



CITY of ESCONDIDO

STAFF REPORT

Resolution No. 2022-14 annexing 117 residential dwelling units as Zone 2020-7 of the Citywide Services CFD 2020-1.

On January 26, 2021, the City Council approved Resolution No. 2022-02 declaring its intent to establish CFD 2022-1 to fund public facilities related costs for the Eclipse and Mountain House Projects (“Projects”), approving a Funding Agreement and setting a public hearing date of March 2, 2022. Resolution No. 2022-08 was also adopted declaring intent to incur bond indebtedness.

On May 26, 2021, the City Council approved the first Final Map for the Eclipse Project, formerly known as Del Prado, Tract SUB15-0022. On May 11, 2016, the City Council approved two (2) Tentative Maps, SUB15-022 and SUB15-0023, approving the entitlements for the Del Prado project.

On December 14, 2005, the City Council approved a Final Map for the Mountain House Project formerly known as Highpoint, Tract 683-J. The development stalled during the recession. Three (3) lots were subsequently sold and are not a part of this request.

BACKGROUND

CWC Escondido 113 LLC (Developer), an affiliated entity of CALWest, together herein referred to as CALWest submitted a petition to request that the City Council establish a Facilities CFD and issue bonds in an amount not to exceed \$6-million to fund public facilities associated with the Eclipse and Mountain House Projects. The Facilities CFD was formed by action taken by the City Council on March 2, 2022. Because at the time of formation CALWest did not own a portion of the Eclipse development, CALWest asked that this land be identified as a future annexation area to Zone A of CFD 2022-1. CALWest now owns this land and is requesting its annexation into the Facilities CFD created for the project. In consideration of the benefit bond financing provides to the project and the long-term administration of the Facilities CFD that the City will provide, CAL West has offered and completed annexation of the Eclipse and Mountain House projects to the Services CFD. CALWest now requests annexation of the balance of the Eclipse project into the Services CFD.

COMPLIANCE WITH CITY CFD POLICY

The special tax rates established at the time of the formation of CFD 2022-1 were reevaluated and found to meet all provisions of the City’s Amended and Restated Goals and Policies for Community Facilities Districts (“Policy”), adopted March 25, 2020. In November of 2022, the Developer provided recent sales pricing for the units proposed to be annexed.



CITY of ESCONDIDO

STAFF REPORT

Shown below is a sample of the established special tax rates per dwelling unit for the proposed annexation into Zone A of CFD 2022-1 and the resulting estimated total tax burden for FY 2022-23 for Zone A, Eclipse:

| Zone | Home Size | Base Sales Price | Facilities CFD/Yr. | Facilities CFD % | Services CFD/Yr. | Services CFD % | Total Tax Burden |
|------|-------------------|------------------|--------------------|------------------|------------------|----------------|------------------|
| A | 1,140 square feet | \$601,900 | \$2,249.20 | 0.37% | \$778.01 | 0.13% | 1.66% |
| A | 1,290 square feet | \$631,900 | \$2,371.25 | 0.38% | \$778.01 | 0.12% | 1.64% |
| A | 1,534 square feet | \$691,900 | \$2,615.42 | 0.38% | \$778.01 | 0.11% | 1.64% |
| A | 1,568 square feet | \$681,900 | \$2,615.42 | 0.38% | \$778.01 | 0.12% | 1.64% |

In accordance with the Policy, the formation documents include protection for homeowners and for the City prior to future issuance of bonds, including:

Annual Special Tax Installment: The proposed annual installment for the Facilities CFD of 0.37-0.38% of the base home price is less than the City's Policy maximum of 0.75%.

Maximum Total of All Special Assessments: In advance of bond sale the total of all special assessments, fees and charges that appear on the tax bill will be confirmed not to exceed the maximum effective tax rate of 1.8%, which is lower than the City Policy maximum effective tax rate of 2.0%.

Disclosures: The Developer is required to disclose the special taxes in all sales brochures, onsite advertising and purchase documents to the satisfaction of the City Manager and as required by statute.

Pre-payment of Facilities CFD: The special tax for the Facilities CFD may be pre-paid in full at any time after a building permit is issued or in part at the time of initial purchase per the terms set forth in the Rate and Method of Apportionment of Special Taxes.

Minimum Value-to-Debt Ratio is 4:1: At the time of bond issuance, the value of the properties subject to the levy of special taxes, including the value of the improvements to be financed, will be compared to the aggregate amount of the special tax lien proposed to be created plus any prior fixed assessment liens and/or special tax liens to confirm that this requirement is met.

Services CFD 2020-01:



CITY of ESCONDIDO

STAFF REPORT

Although already entitled, the Eclipse and Mountain House Projects have agreed to annex into the Citywide Services CFD No. 2020-1 as Zone 2020-7. This arrangement is similar to that approved for the Canopy Grove (Villages) project that also requested formation of a Facilities CFD. CWC Escondido 113, LLC have submitted their unanimous consent to annex into the Citywide Services CFD (Attachment 2).

CALWest understands that the City Council has directed staff to update the fiscal analysis prepared for the Services CFD which may result in lower tax levies and/or a new rate and method of apportionment. CALWest has asked that the City proceed with annexing the balance of the Eclipse project into the Services CFD. Annexing at this time allows CALWest to maintain their desired timeline for issuance of bonds and occupancy of units.

RESOLUTIONS

- A. RESOLUTION NO. 2022-182, Annexing Territory to CFD 2022-1, Annexation No. 1
 1. Exhibit A: Unanimous Approval of Property Owner to Annex into CFD 2022-1
 2. Exhibit B: Notice of Special Tax Lien CFD 2022-1, Annexation 1
 3. Exhibit C: Boundary Map for CFD 2022-1, Annexation 1
 4. Exhibit D: Legal Description

- B. RESOLUTION NO. 2022-183, Annexing Territory to CFD 2020-1 (Services), Zone 2020-7
 1. Exhibit A: Unanimous Approval of Property Owner to Annex into CFD 2020-1
 2. Exhibit B: Notice of Special Tax Lien CFD 2020-1, Zone 2020-7
 3. Exhibit C: Boundary Map for CFD 2020-1, Zone 2020-7
 4. Exhibit D: Legal Description

RESOLUTION NO. 2022-182

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NO. 2022-1 OF THE CITY OF ESCONDIDO (ECLIPSE/MOUNTAIN HOUSE), ANNEXING TERRITORY TO COMMUNITY FACILITIES DISTRICT 2022-1 OF THE CITY OF ESCONDIDO (ECLIPSE/MOUNTAIN HOUSE)

WHEREAS, on January 26, 2022, the City Council (the “City Council”) of the City of Escondido adopted Resolution No. 2022-02 (the “Resolution of Intention”), declaring its intention to establish Community Facilities District 2022-1 of the City of Escondido (Eclipse/Mountain House) (“Community Facilities District 2022-1” 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 facilities (the “Facilities”) and incidental expenses (the “Incidental Expenses”) that may be financed 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 March 2, 2022, after a duly noticed public hearing, the City Council adopted Resolution No. 2022-10 (the “Resolution of Formation”) establishing Community Facilities District No. 2022-1 and calling a special election therein to authorize (i) the levy of special taxes pursuant to the Rate

and Method, (ii) the issuance of bonds to finance the Facilities and Incidental Expenses, and (iii) the establishment of an appropriations limit for Community Facilities District No. 2022-1; and

WHEREAS, pursuant to a Unanimous Approval executed by Robert H. Thorne on behalf of CWC Escondido 113 LLC, a Delaware limited liability company, (the “Owner”), dated November 4, 2022, attached hereto as Exhibit “A” (the “Unanimous Approval”), the Owner stated its intention to annex the territory described in Exhibit “B” to the Unanimous Approval to the District (the “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 as follows:

1. That the above recitals are true.

2. 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. The map showing the original boundaries of the District designated as “Boundary Map of Community Facilities District No. 2022-1 (Eclipse/Mountain House) 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. 49 Page No. 89 on February 1, 2022, as Instrument No. 2022-7000033.

4. 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. 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 the Facilities and Incidental Expenses. 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. 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. 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 Facilities proposed to be provided within Community Facilities District No. 2022-1 and the Annexation Territory.

8. 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 Facilities as are proposed to be provided by Community Facilities District 2022-1.

UNANIMOUS APPROVAL

**Community Facilities District No. 2022-1
of the City of Escondido (Eclipse/Mountain House)**

_____, 2022

Community Facilities District No. 2022-1
of the City of Escondido (Eclipse/Mountain House)
201 North Broadway
Escondido, CA 92025
Attention: City Manager

The City of Escondido (the “City”) has formed Community Facilities District No. 2022-1 of the City of Escondido (Eclipse/Mountain House) (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) the purchase, construction, modification, expansion, improvement or rehabilitation of certain real or other tangible property, including all furnishings, equipment and supplies related thereto (collectively, the “Facilities”), described in Attachment “B” to Resolution No. 2022-02 of the City Council of the City adopted January 26, 2022 (the “Resolution of Intention,” attached hereto as Exhibit 2 and incorporated herein by this reference) and (2) other incidental costs and expenses related to the Facilities and the District as described in Attachment “B” to the Resolution of Intention (the “Incidental Expenses”).

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 December 7, 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 Facilities 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 Facilities 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. 2022-10 of the City Council of the City adopted March 2, 2022 (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 Facilities 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 November 2022 in Carlsbad, California.

CWC ESCONDIDO 113, LLC,
a Delaware limited liability company

By: CWC ESCON 113 MGMT LP, a California limited
partnership
Its: Managing Member

By: CWC ESCON MGMT LLC, a California limited liability
company
Its: General Partner

By: _____



Robert H. Thorne,
Chief Executive Officer

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 November 4, 2022, before me,
M.K. Stuckey, a Notary Public, personally appeared
Robert H. Thorne, 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: M.K. Stuckey (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. (as set forth in the County of Escondido Assessor's Fiscal Year 2022-23 Roll):

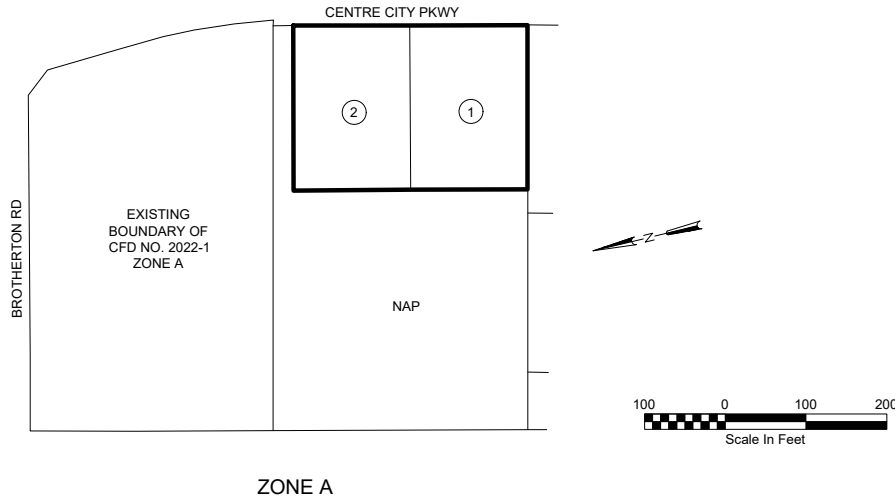
238-130-35

238-130-36

Item 8.

**BOUNDARY MAP OF
 COMMUNITY FACILITIES DISTRICT NO. 2022-1
 (ECLIPSE/MOUNTAIN HOUSE)
 ANNEXATION NO. 1**

OF THE CITY OF ESCONDIDO
 COUNTY OF SAN DIEGO
 STATE OF CALIFORNIA



| LOT DESIGNATION | | | |
|-----------------|-------|------|---------------------|
| LOT NO. | SHEET | ZONE | ASSESSOR PARCEL NO. |
| 1 | 1 | A | 238-130-35-00 |
| 2 | 1 | A | 238-130-36-00 |

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

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, ERNST J. DRONENBURG, JR.
 COUNTY OF SAN DIEGO
 STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE BOUNDARIES
 OF ANNEXATION NO. 1 TO COMMUNITY FACILITIES DISTRICT NO. 2022-1
 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

LEGEND:

- ① LOT NUMBER
- ANNEXATION NO. 1
COMMUNITY FACILITIES
DISTRICT BOUNDARY

S DFA

SPECIAL DISTRICT FINANCING
 & ADMINISTRATION

437 WEST GRAND AVENUE
 ESCONDIDO, CALIFORNIA 92025
 TELEPHONE: (760)233-2630
 FAX: (760)233-2631

SHEET 1 OF 1
 DATE SEPTEMBER
 JOB NO. CFD2022-1

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES
COMMUNITY FACILITIES DISTRICT NO. 2022-1
(Eclipse / Mountain House)
CITY OF ESCONDIDO**

An annual Special Tax (as hereinafter defined) shall be levied on all applicable Assessor’s Parcels (as hereinafter defined) within Community Facilities District No. 2022-1 (Eclipse / Mountain House) (“CFD No. 2022-1”) of the City of Escondido (“City”) and collected each Fiscal Year commencing in Fiscal Year 2022-2023, in an amount determined by the City Council, through the application of this Rate and Method of Apportionment of Special Taxes (“Rate and Method of Apportionment”) as described below. All of the real property within the boundaries of CFD No. 2022-1, 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:

“**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 administration of CFD No. 2022-1 including but not limited to: the costs of computing the Special Taxes including the Backup Special Tax and preparing and presenting to City Council the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2022-1 or any designee thereof of complying with arbitrage rebate requirements; the costs to the City, CFD No. 2022-1 or any designee thereof of complying with City and/or CFD No. 2022-1 disclosure requirements associated with applicable federal and State securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to property owner and public inquiries regarding CFD No. 2022-1, including its Special Taxes; the costs of the City, CFD No. 2022-1 or any designee related to the analysis and reduction, if any, of the Special Tax in accordance with Section D; the costs of the City, CFD No. 2022-1 or any designee thereof related to an appeal of the Special Tax; the costs associated with the release of funds from an escrow account; and the City’s annual administration fees and third party expenses; the costs of City staff time and reasonable overhead relating to CFD No. 2022-1; and amounts estimated or advanced by the City or CFD No. 2022-1 for any other administrative purposes of CFD No. 2022-1, including attorney’s fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

“Annexed Area” means the property within the boundaries of the future area to be annexed to CFD No. 2022-1. Such area is identified on Exhibit “B” attached to this Rate and Method of Apportionment and identified as “Future Area of Annexation” to Zone A of CFD No. 2022-1 and includes Escondido Tract Map No. SUB15-0023.

“Assessor’s Parcel” or “Assessor Parcels” means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s parcel number.

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

“Assigned Special Tax” means the Special Tax for each Assessor’s Parcel of Developed Property or portion thereof, as determined in accordance with Section C.1.b below.

“Backup Special Tax” means the Special Tax applicable to each Assessor’s Parcel of Developed Property or portion thereof, as determined in accordance with Section C.1.c below.

“Bonds” means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 2022-1, pursuant to the Act which are secured by a pledge of the Special Taxes.

“Building Permit” means the first legal document issued by the City giving official permission for new construction of a building on an Assessor’s Parcel. For purposes of this definition, “Building Permit” shall include any subsequent building permits issued or changed prior to the first occupancy of the structure, 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. 2022-1” means Community Facilities District No. 2022-1 (Eclipse / Mountain House) 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. 2022-1, or its designee.

“Contractual Obligations” means (a) a voluntary contractual assessment established and levied on an Assessor’s Parcel pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.10 et seq.), as amended from time to time, (b) a special tax established and levied on an Assessor’s Parcel pursuant to Section 53328.1 of the California Government Code and related provisions of the Act, as amended from time to time, and (c) any other fee, charge, tax, or assessment established and levied on an individual Assessor’s Parcel pursuant to a contractual agreement or other voluntary consent by the owner thereof (e.g., property owner association assessments).

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

“Developed Floor Area” means for any Dwelling Unit, the square footage of assessable space of such Dwelling Unit as defined in Government Code section 65995, subdivision (b)(1). For purposes of this determination, such square footage of assessable space shall be, and the City, acting for CFD No. 2022-1, may rely on, the square footage as identified on the Building Permit(s) issued by the City if found consistent with such code section. Modifications to the originally issued Building Permit made prior to first occupancy may occur and shall be used to adjust the determination of Developed Floor Area. Modifications made after first occupancy, such as additions, shall be subject to then current development fees and not used to determine the Developed Floor Area used in the application of this Rate and Method of Apportionment.

“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(s)” or “DU” means an individual single-family, detached or attached home, 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 as a rental separate from the primary Dwelling Unit(s).

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

“Facilities” means the public facilities authorized to be financed, in whole or in part, by CFD No. 2022-1.

“Final Map” means a subdivision of property by recordation of a final tract map, parcel map, or lot line adjustment by the City, pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*), an applicable local ordinance or recordation of a condominium plan pursuant to California Civil Code Section 6624 or functionally equivalent map or instrument that creates individual lots for which Building Permits may be issued without further subdivision.

“Final Mapped Property” means, for each Fiscal Year, all Taxable Property, exclusive of Developed Property, Taxable Property Owner Association Property, and Taxable Public Property, which as of January 1 of the previous Fiscal Year was located within a Final Map.

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

“Indenture” means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time.

“Land Use Category” means any of the categories listed in Section C and for Developed Property as listed in Table 1.

“Lot” means, for the property within Zone B, each of the 36 lots created for the purpose of development within the portion of Final Map 683-J contained within CFD No. 2022-1. The Assigned Special Tax per Lot within Zone B is applied to the first Building Permit issued for either Residential Property or Non-Residential Property. Building Permits issued for additional structures are not subject to the Assigned Special Tax for Zone B but are subject all fees as determined by the City.

“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.

“Minimum Sale Price” means the minimum price at which Dwelling Units of a given Land Use Category, or plan type if multiple are contained within a Land Use Category, have sold or are expected to be sold in a normal marketing environment, as estimated by the Price Point Consultant, and shall not include prices for such Dwelling Units that are sold at a discount to expected sales prices for the purposes of stimulating the initial sales activity with respect to such Land Use Category.

“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.

“Outstanding Bonds” means all Bonds which are deemed to be outstanding under an Indenture(s).

“Price Point Consultant” means any consultant or firm of such consultants selected by CFD No. 2022-1 that (a) has substantial experience in performing price point studies for residential Dwelling Units within community facilities districts established under the Act or otherwise estimating or confirming pricing for residential Dwelling Units in such community facilities districts, (b) has recognized expertise in analyzing economic and real estate data that relates to the pricing of residential Dwelling Units in such community facilities districts, (c) is in fact independent and not under the control of CFD No. 2022-1, the City or the developer of CFD No. 2022-1, (d) does not have any substantial interest, direct or indirect, with or in (i) CFD No. 2022-1, (ii) the City, (iii) any owner of real property in CFD No. 2022-1, or (iv) any real property in CFD No. 2022-1, and (e) is not connected with CFD No. 2022-1 or the City as an officer or employee thereof, but who may be regularly retained to make reports to CFD No. 2022-1 or the City.

“Price Point Study” means a price point study or a letter updating a previous price point study prepared by the Price Point Consultant pursuant to Section D herein.

“Projected Dwelling Unit(s)” or “PDU” means 81 projected Dwelling Units within the original boundaries of Zone A and 32 projected Dwelling Units within the boundaries of the Annexed Area. The Assigned Special Tax for Nonresidential Developed Property per PDU is

determined based on the total number of projected dwelling units displaced based on the area of the Non-Residential Property as determined by the CFD Administrator. The Special Tax on Undeveloped Property is per PDU determined as described in Section C.2(a).

“Property Owner Association Property” means, for each Fiscal Year, any property within the boundaries of CFD No. 2022-1 that is owned by a property owner association, including any master or sub-association as shown on the equalized roll of the County which is available on or about July 1st of the Fiscal Year provided however, that no such classification shall reduce the Acreage of all Taxable Property within CFD No. 2022-1 to less than the minimum Acreage as described in Section F.

“Proportionately” means (a) for Developed Property in the first step of Section E below, that the ratio of actual Assigned Special Tax levy to the Maximum Assigned Special Tax rate is equal for all Assessor’s Parcels of Developed Property; (b) for Final Mapped Property in the second step of Section E, Proportionately means the ratio of the actual Special Tax levy per Projected Dwelling Unit in Zone A and per Lot in Zone B to the Maximum Special Tax per Projected Dwelling Unit in Zone A and per Lot in B, respectively, is equal for all Assessor’s Parcels of Final Mapped Property; (c) for Undeveloped Property in the third step of Section E below, Proportionately means that the ratio of the actual Special Tax levy per Projected Dwelling Unit in Zone A and per Lot in Zone B to the Maximum Special Tax per Projected Dwelling Unit in Zone A and per Lot in Zone B, respectively, is equal for all Assessor’s Parcels of Undeveloped Property; (d) for Developed Property in the fourth step of Section E, Proportionately means that the amount of the increase above the Assigned Special Tax levy, if necessary, is equal for all Assessor’s Parcels of Developed Property, except that if the Backup Special Tax limits the increase on any Assessor’s Parcel(s), then the amount of the increase shall be equal for the remaining Assessor’s Parcels; and (e) for Property Owner Association Property that is not Exempt Property and Public Property that is not Exempt Property in the fifth step of Section E, Proportionately means that the ratio of the actual Special Tax levy per Projected Dwelling Unit in Zone A and per Lot in Zone B to the Maximum Special Tax per Projected Dwelling Unit in Zone A and per Lot in Zone B, respectively, is equal for all Assessor’s Parcels of Property Owner Association Property and Public Property.

“Public Property” means, for each Fiscal Year, any property within the boundaries of CFD No. 2022-1 that is (i) used for rights-of-way or any other purpose and is owned by the federal government, the State, the County, the City or any other public agency as shown on the equalized roll of the County which is available on or about July 1st of the Fiscal Year or (ii) encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement as shown on the equalized roll of the County which is available on or about July 1st of the Fiscal Year, provided however, that no such classification shall reduce (i) the PDU of all Taxable Property within the original boundaries of Zone A of CFD No. 2022-1 to less than the minimum PDU as described in Section F, (ii) the PDU of all Taxable Property within the Annexed Area of Zone A of CFD No. 2022-1 to less than the minimum PDU as described in Section F, and (iii) the number of all Lots of all Taxable Property within Zone B of CFD No. 2022-1 to less than the minimum number of Lots as described in Section F, and provided that any property leased by a public agency to a private

entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in a Land Use Category in accordance with its zoning or use, whichever is greater.

“Rate and Method of Apportionment” means this “Rate and Method of Appointment of Special Taxes for Community Facilities District No. 2022-1 (Eclipse / Mountain House) 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 residential Dwelling Units.

“Special Tax” or “Special Taxes” means the special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property within the boundaries of CFD No. 2022-1 in accordance with this Rate and Method of Apportionment.

“Special Tax Requirement” means that amount required in any Fiscal Year for CFD No. 2022-1 to: (i) pay Administration Expenses of CFD No. 2022-1 as provided in this Rate and Method of Apportionment; (ii) pay debt service on all Outstanding Bonds due in the calendar year that commences in such Fiscal Year; (iii) pay periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iv) pay any amounts required to replenish any reserve funds for all Outstanding Bonds; (v) pay directly for acquisition or construction of Facilities that are eligible to be financed through CFD No. 2022-1 under the Act, as reasonably determined by the City, so long as the inclusion of such amount does not cause an increase in the Special Tax levy attributable to Final Mapped Property, Undeveloped Property, Public Property that is not Exempt Property, Property Owner Association Property that is not Exempt Property or the levy of the Backup Special Tax; (vi) fund in anticipation of reasonably anticipated delinquent Special Taxes based on the delinquency rate of Special Taxes within CFD No. 2022-1 levied in the previous Fiscal Year if available or if not available, the lowest delinquency rate of all community facilities districts of the City, less (vii) a credit for funds available to reduce the annual Special Tax levy after the issuance of Bonds, as determined by the CFD Administrator pursuant to the Indenture.

“State” means the State of California.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of CFD No. 2022-1 which have not been prepaid in full pursuant to Section I or, which are not exempt from the Special Tax pursuant to law or Section F below.

“Total Tax Burden” means for any Dwelling Unit, the annual Special Tax, together with ad valorem property taxes, special assessments, special taxes for any overlapping community facilities district, and any other taxes, fees, and charges which are levied and imposed on such Dwelling Unit and the real property on which it is located and collected by the County on property tax bills and which are secured by such Dwelling Unit and the real property on which it is located, assuming such Dwelling Unit had been completed, sold and subject to such levies and impositions, excluding both service charges, such as those related to sewer and trash, and Contractual Obligations, as defined herein.

“**Trustee**” means the trustee or fiscal agent under an Indenture(s).

“**Undeveloped Property**” means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Final Mapped Property, Property Owner Association Property or Public Property.

“**Zone(s)**” means Zone A or Zone B as geographically identified on Exhibit “B” attached to this Rate and Method of Apportionment.

“**Zone A**” means the specific area identified on Exhibit “B” attached to this Rate and Method of Apportionment as Zone A of the CFD which includes Escondido Tract Map No. SUB15-0022.

“**Zone B**” means the specific area identified on Exhibit “B” attached to this Rate and Method of Apportionment as Zone B of the CFD which includes a portion of Escondido Tract Map No. 683-J.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Taxable Property within CFD No. 2022-1 shall be classified as being located within a Zone, and within each Zone as Developed Property, Final Mapped Property, Undeveloped Property, Property Owner Association Property that is not Exempt Property or Public Property that is not Exempt Property and shall be subject to Special Taxes in accordance with this Rate and Method of Apportionment determined pursuant to Sections C and E below. An Assessor’s Parcel may contain both Developed Property subject to Special Taxes in accordance with Section C.1 and Taxable Property subject to Special Taxes as Final Mapped Property, Undeveloped Property, Property Owner Association Property that is not Exempt Property or Public Property that is not Exempt Property subject to Special Tax in accordance with Section C.2. Assessor’s Parcels of Developed Property shall further be classified as Residential Property or Non-Residential Property, and finally 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

The Maximum Special Tax for each Assessor’s Parcel of Developed Property that is classified as Residential Property shall be the greater of (i) the amount derived by application of the Assigned Special Tax or (ii) the amount derived by application of the Backup Special Tax.

The Maximum Special Tax for each Assessor’s Parcel of Developed Property that is classified as Non-Residential Property shall be the Assigned Special Tax described in Table 1.

b. Assigned Special Tax

The Assigned Special Tax for each Assessor’s Parcel of Developed Property is shown in Table 1 below. Each Lot within Zone B shall only be classified as Developed Property at the time of the initial issuance of the first Building Permit on such Lot.

TABLE 1
 Assigned Special Taxes for Developed Property

| Land Use Category | Property Description | Unit Type | Developed Floor Area | Assigned Special Tax Per Taxable Unit |
|-------------------|--------------------------------|-------------------------|--------------------------------|---------------------------------------|
| Zone A | | | | |
| 1 | Residential | Dwelling Unit | Less than 1,200 sq. ft. | \$2,249.20 |
| 2 | Residential | Dwelling Unit | 1,200 sq. ft. to 1,400 sq. ft. | \$2,371.25 |
| 3 | Residential | Dwelling Unit | Greater than 1,400 sq. ft. | \$2,615.42 |
| 4 | Non-Residential | Projected Dwelling Unit | NA | \$2,558.01 |
| Zone B | | | | |
| 1 | Residential or Non-Residential | Lot | NA | \$1,790.42 |

c. Backup Special Tax

The Backup Special Tax for Assessor’s Parcels of Residential Property within each Zone of CFD 2022-1 is as described below.

1. For the property within the initial area of Zone A of CFD No. 2022-1 the Backup Special Tax per Dwelling Unit of Developed Property shall be \$2,589.52 per Dwelling Unit.

2. For the property within the Annexed Area of Zone A of CFD No. 2022-1, the Backup Special Tax per Dwelling Unit of Developed Property shall be \$2,589.52 per Dwelling Unit.
3. For the property within Zone B of CFD No. 2022-1, the Backup Special Tax per Lot of Developed Property shall be \$1,841.57 per Lot.

Notwithstanding the foregoing, (1) if all or any portion of the applicable Final Maps and/or condominium plan contained within the initial boundaries of Zone A or Zone B of CFD No. 2022-1 or (2) if all or any portion of the Final Map and/or condominium plan contained within the boundaries of the Annexed Area described in the second paragraph of this section is subsequently changed or modified, then in each case the Backup Special Tax for each Lot or Dwelling Unit of Residential Property in such Final Map or condominium plan area contained within the boundaries of CFD No. 2022-1 that is changed or modified shall be recalculated as follows:

1. Determine the total Backup Special Tax anticipated to apply to the changed or modified Final Map or condominium plan area prior to the change or modification.
2. The result of paragraph 1 above shall be divided by the total number of Dwelling Units constructed or Projected Dwelling Units to be constructed within such changed or modified Final Map or condominium plan area contained within the boundaries of CFD No. 2022-1, as reasonably determined by the CFD Administrator.
3. The result of paragraph 2 is the Backup Special Tax per Dwelling Unit which shall be applicable to Assessor's Parcels of Developed Property classified as Residential Property in such changed or modified Final Map or condominium plan area contained within the boundaries of CFD No. 2022-1.

2. Final Mapped Property, Undeveloped Property, Property Owner Association Property and Public Property

The Maximum Special Tax for Final Mapped Property, Undeveloped Property, Property Owner Association Property that is not Exempt Property and Public Property that is not Exempt Property shall be determined within each Zone as follows:

- a. Within Zone A of CFD No. 2022-1 the Maximum Special Tax for Final Mapped Property, Undeveloped Property, Property Owner Association Property that is not Exempt Property and Public Property that is not Exempt Property shall be \$2,589.52 per Projected Dwelling Unit as shown in the fourth column of Table 2. Table 2 below identifies the Assessor Parcels in Zone A in Fiscal Year 2021-22, the Land Use Category for each Assessor's Parcel and the number of Projected Dwelling Units assigned to each Assessor's Parcel. At the beginning of each Fiscal Year prior to the issuance of Bonds, the CFD Administrator shall update the information in Table 2

based on changes in the Assessor Parcels, the Dwelling Units classified as Developed Property as the result of the issuance of Building Permits and modifications, if any, to the Final Map resulting in a change to the number of total PDU at buildout and/or assignment of such PDU to each Assessor Parcel Number. At the beginning of each Fiscal Year after the issuance of Bonds, the CFD Administrator shall update the information in Table 2 based on changes in the Assessor Parcels, the Dwelling Units classified as Developed Property as the result of the issuance of Building Permits and modifications, if any, to the Final Map resulting in a change to the assignment of such PDU to each Assessor Parcel Number, but there will be no changes made to the total PDU at buildout. Given the delay in assigning Assessor Parcel numbers in any given Fiscal Year, it is possible that an Assessor Parcel may consist of a portion that would otherwise be classified as Developed Property, and a portion that is classified into a different Land Use Category. In such cases, the CFD Administrator shall identify for each Assessor's Parcel a number of Projected Dwelling Units within each such Land Use Category. The Special Tax that may be levied on each Assessor's Parcel containing property assigned to the Land Use Categories of Undeveloped Property, Property Owner Association Property that is not Exempt Property and Public Property that is not Exempt Property within CFD No. 2022-1, in that Fiscal Year pursuant to Section E shall then be based on the number of Projected Dwelling Units determined for the Assessor's Parcel and the Land Use Categories to which they are assigned.

TABLE 2

Zone A: Projected Dwelling Units per Assessor's Parcel for Fiscal Year 2021-2022

| Zone A Assessor's Parcel Numbers Fiscal Year 2021-2022 | Status of the Assessor Parcel | Number of Dwelling Units Classified as Developed Property | Number of Projected Dwelling Units Not Classified as Developed Property | Total Projected Dwelling Units as Buildout* |
|---|--------------------------------------|--|--|--|
| Initial Boundaries of Zone A (Final Map SUB15-0022) | | | | |
| 238-130-11-00 | Final Map | 0 | 5 | 5 |
| 238-130-26-00 | Final Map | 0 | 21 | 21 |
| 238-130-27-00 | Final Map | 0 | 55 | 55 |
| Annexed Area of Zone A (Tentative Map SUB15-0023) | | | | |
| 238-130-35-00 | Undeveloped | 0 | 16 | 16 |
| 238-130-36-00 | Undeveloped | 0 | 16 | 16 |
| Total | | 0 | 113 | 113 |

* The above table shows the Projected Dwelling Units within Final Map SUB15-0022 and Tentative Map SUB15-0023. At the beginning of each Fiscal Year, the information will be revised as described above.

- b. Within Zone B of CFD No. 2022-1 the Maximum Special Tax for Final Mapped Property, Undeveloped Property, Property Owner Association Property that is not Exempt Property and Public Property that is not Exempt Property shall be \$1,841.57 per Lot.

D. ADJUSTMENT OF THE MAXIMUM SPECIAL TAX ON DEVELOPED PROPERTY

At least 30 days prior to the first issuance of Bonds, the Assigned Special Tax on Developed Property (set forth on Table 1) shall be analyzed in accordance with and subject to the conditions set forth in this Section D unless waived at the City’s sole discretion. At such time, CFD No. 2022-1 shall select and engage a Price Point Consultant and the CFD Administrator shall request the Price Point Consultant to prepare a Price Point Study setting forth the Minimum Sales Price of Dwelling Units within each Zone and Land Use Category or plan type if multiple plan types are contained within one Land Use Category. If, based upon the results of the Price Point Study, the CFD Administrator calculates that the Total Tax Burden applicable to Dwelling Units within one or more Land Use Categories exceeds 1.80% of the Minimum Sales Price of such Dwelling Units, the Assigned Special Tax shall be reduced to the extent necessary to cause the Total Tax Burden that shall apply to all Dwelling Units within such Zone and Land Use Category(ies) to not exceed 1.80% of the Minimum Sales Price of such Dwelling Units. Each Assigned Special Tax reduction by Zone and Land Use Category shall be calculated by the CFD Administrator separately. It shall not be required that such reduction be proportionate among all Land Use Categories in a Zone. However, the CFD Administrator shall reduce the Assigned Special Tax for other Land Use Categories in a Zone, as applicable, to ensure that, after any reductions occurring pursuant to this Section, the Assigned Special Tax for any Land Use Category in a Zone is not less than the Assigned Special Tax for the any Land Use Category in such Zone containing a Dwelling Unit of a lesser Developed Floor Area. For example, the Assigned Special Tax for Land Use Category “2” is at least the Assigned Special Tax for Land Use Category “1”; if such is not true, the Assigned Special Tax for Land Use Category “1” is reduced to equal that of Land Use Category “2”. In connection with any reduction in the Assigned Special Tax, the Backup Special Tax for all Dwelling Units shall also be reduced by the CFD Administrator based on the percentage reduction in Assigned Special Tax revenues for each Land Use Category subject to reduction. The Special Tax reductions required pursuant to this paragraph shall be reflected in an amended notice of Special Tax lien which CFD No. 2022-1 shall cause to be recorded by executing a certificate in substantially the same form as Exhibit A attached hereto. The Special Tax reductions required in this section shall become effective in the Fiscal Year following such actions and applied to levy of Special Taxes in such following Fiscal Year. There will be no adjustments made to the current Fiscal Year levy.

E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2022-2023 and for each following Fiscal Year, the CFD Administrator shall levy the Assigned Special Tax on Developed Property at 100% prior to the issuance of Bonds. After the issuance of Bonds, the CFD Administrator shall determine the Special Tax Requirement for such Fiscal Year. The Special Tax shall then be levied as follows:

First: If needed to satisfy the Special Tax Requirement or prior to the issuance of Bonds, the Special Tax shall be levied Proportionately on each Assessor’s Parcel of Developed Property up to 100% of the applicable Assigned Special Tax; and

Second: If additional moneys are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Final Mapped Property in an amount up to 100% of the Maximum Special Tax for Final Mapped Property to satisfy the Special Tax Requirement; and

Third: If additional moneys are needed to satisfy the Special Tax Requirement after the first two steps has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property in an amount up to 100% of the Maximum Special Tax for Undeveloped Property to satisfy the Special Tax Requirement; and

Fourth: If additional moneys are needed to satisfy the Special Tax Requirement after the first three steps have been completed, the levy of the Special Tax on each Assessor's Parcel of Developed Property for which the Maximum Special Tax is determined through the application of the Backup Special Tax shall be increased Proportionately from the Assigned Special Tax up to the Maximum Special Tax; and

Fifth: If additional moneys are needed to satisfy the Special Tax Requirement after the first four steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Public Property which is not Exempt Property and Property Owner Association Property which is not Exempt Property at up to 100% of the Maximum Special Tax for Property Owner Association Property and Public Property to satisfy the Special Tax Requirement.

F. EXEMPTIONS

Any Assessor's Parcel within the boundaries of CFD No. 2022-1 that is owned or irrevocably dedicated to a public agency as of the date of formation of CFD No. 2022-1 shall be classified as Exempt Property and shall be exempt from the Special Tax in accordance with Section 53340 of the Act. The total number of Projected Dwelling Units within the original boundaries of Zone A of CFD No. 2022-1 has been determined to be equal to 81 PDU, the total number of Projected Dwelling Units within the Annexed Area of Zone A has been determined to be 32 PDU, and the total number of Lots projected to contain Developed Property within Zone B of CFD No. 2022-1 has been determined to be equal to 36 Lots as of the date of formation of CFD No. 2022-1, subject to change as set forth herein.

Except as limited in the following paragraph, the following Assessor's Parcels within the boundaries of CFD No. 2022-1 shall be classified as Exempt Property: (i) Assessor's Parcels which are classified by definition as Public Property or Property Owner Association Property, (ii) Assessor's Parcels which are privately owned and are encumbered by or restricted solely for public uses, and (iii) Assessor's Parcels which are used for other types of public uses as determined by the CFD Administrator.

Tax exempt status will be irrevocably assigned by the CFD Administrator in the chronological order in which property becomes Public Property or Property Owner Association Property

provided however, that no such classification shall reduce (i) the Projected Dwelling Units of all Taxable Property within the original boundaries of Zone A of CFD No. 2022-1 to less than 79 PDU, (ii) the Projected Dwelling Units of all Taxable Property within the Annexed Area of Zone A of CFD No. 2022-1 to less than 31 PDU and, (iii) the total number of Lots projected to contain Developed Property within Zone B of CFD No. 2022-1 to less than 35 Lots, each as determined by the CFD Administrator. Public Property or Property Owner Association Property that would, if designated as Exempt Property, cause (i) the Projected Dwelling Units of all Taxable Property within the original boundaries of Zone A of CFD No. 2022-1 to less than 79 PDU, (ii) the Projected Dwelling Units of all Taxable Property within the Annexed Area of Zone A of CFD No. 2022-1 to less than 31 PDU and, (iii) the total number of Lots projected to contain Developed Property within Zone B of CFD No. 2022-1 to less than 35 Lots shall be required to either (i) prepay the Special Tax for such property in full per PDU for Zone A or per Lot for Zone B for Property Owner Association Property or Public Property applied to such property, which resulting amount is to be used as the Assigned Special Tax in the calculation of the prepayment pursuant to Section I.1 or (ii) be subject to taxation pursuant to the fourth step of Section E.

G. APPEAL

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 for which the Special Tax that is disputed was levied and the property owner must be current and remain current in the payment of all Special Taxes levied.

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 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.

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. 2022-1 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. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section I:

"CFD Public Facilities" means \$3,863,462 in Fiscal Year 2021-2022 dollars, or such lower number as determined by the CFD Administrator to be sufficient to fund the Facilities to be provided by CFD No. 2022-1.

"Expenditures Fund" means funds or accounts, regardless of their names, which are established to hold moneys that are available to acquire or construct Facilities.

"Future Facilities Costs" means the CFD Public Facilities minus (i) Facilities costs previously paid from the Expenditures Fund, (ii) moneys currently on deposit in the Expenditures Fund, and (iii) moneys currently on deposit in an escrow fund that are expected to be available to finance Facilities costs. The required and unfunded portion of this amount may increase by 2% annually to the extent such resulting Future Facilities Costs are able to be funded by CFD No. 2022-1 as determined by the CFD Administrator. In no event shall the amount of Future Facilities Costs be less than zero.

1. Prepayment in Full

The Maximum Special Tax obligation may be prepaid and permanently satisfied for an Assessor's Parcel of Developed Property, Final Mapped Property or Undeveloped Property for which a Building Permit has been issued or is pending to be issued, and Public Property and/or Property Owner's Association Property that is not Exempt Property pursuant to Section F. The Prepayment Amount for an Assessor's Parcel of Undeveloped Property for which a Building Permit has been issued or is pending to be issued shall be based on the Assigned Special Tax for the applicable Land Use Category shown in Table 1 based on the Building Permit for such Assessor's Parcel and the then current Special Tax rates. The Maximum Special Tax obligation applicable to such Assessor's Parcel may be fully prepaid and the obligation to pay the Special Tax for such Assessor's Parcel permanently satisfied as described herein; provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Maximum Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay, and within five (5) days of receipt of such notice, the CFD Administrator shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 2022-1 in calculating the proper amount of a prepayment. Within fifteen (15) business days of receipt of such non-refundable deposit, the CFD Administrator shall notify such owner of the Prepayment Amount of such Assessor's Parcel.

The Special Tax Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

Bond Redemption Amount
plus Redemption Premium
plus Future Facilities Amount
plus Defeasance Amount
plus Administrative Fees and Expenses
less Reserve Fund Credit
equals Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined below) shall be calculated by the CFD Administrator as follows:

Paragraph No.

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.
2. Compute the Assigned Special Tax and Backup Special Tax for the Assessor's Parcel to be prepaid based on the Developed Property Special Tax which is, or could be, charged in the current Fiscal Year. For Assessor's Parcels of Final Mapped Property (for which a Building Permit has been issued or pending but which is not yet classified as Developed Property) to be prepaid, compute the Assigned Special Tax and Backup Special Tax for that Assessor's Parcel or portion thereof as though it was already designated as Developed Property, based upon the Building Permit .
3. (a) Divide the Assigned Special Tax computed pursuant to Paragraph 2 by the total estimated Assigned Special Tax for CFD No. 2022-1 based on the Developed Property Special Tax which could be charged in the current Fiscal Year on all expected development through buildout of CFD No. 2022-1, excluding any Assessor's Parcels which have been prepaid, and

(b) Divide the Backup Special Tax computed pursuant to Paragraph 2 by the estimated total Backup Special Tax at buildout of CFD No. 2022-1, excluding any Assessor's Parcels which have been prepaid.
4. Multiply the larger quotient computed pursuant to Paragraph 3(a) or 3(b) by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the "Bond Redemption Amount").
5. Multiply the Bond Redemption Amount computed pursuant to Paragraph 4 by the applicable redemption premium (e.g., the redemption price minus 100%), if any, on the Outstanding Bonds to be redeemed (the "Redemption Premium").
6. Compute the current Future Facilities Costs.
7. Multiply the larger quotient computed pursuant to Paragraph 3(a) or 3(b) by the amount determined pursuant to Paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Amount").

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds.
9. Determine the Special Tax levied on the Assessor's Parcel in the current Fiscal Year which has not yet been paid.
10. Add the amounts computed pursuant to Paragraphs 8 and 9 to determine the "Defeasance Amount".
11. Verify the administrative fees and expenses of CFD No. 2022-1, including the costs to compute the prepayment, the costs to invest the prepayment proceeds, the costs to redeem Bonds, and the costs to record any notices to evidence the prepayment and the redemption (the "Administrative Fees and Expenses").
12. If reserve funds for the Outstanding Bonds, if any, are at or above 100% of the reserve requirement (as defined in the Indenture) on the prepayment date, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the "Reserve Fund Credit"). No Reserve Fund Credit shall be granted if reserve funds are below 100% of the reserve requirement on the prepayment date or the redemption date.
13. The amount due to fully prepay the Special Tax is equal to the sum of the amounts computed pursuant to Paragraphs 4, 5, 7, 10, and 11, less the amount computed pursuant to Paragraph 12 (the "Prepayment Amount").
14. From the Prepayment Amount, the amounts computed pursuant to Paragraphs 4, 5, 10, and 12 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Paragraph 7 shall be deposited into the Expenditures Fund. The amount computed pursuant to Paragraph 11 shall be retained by CFD No. 2022-1.

The Special Tax Prepayment Amount may be sufficient to redeem other than a \$5,000 increment of Bonds. In such cases, the increment above \$5,000, or integral multiple thereof, will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of Bonds or to make debt service payments.

Upon cash payment of the Prepayment Amount due pursuant to the above and upon owner providing confirmation from the County to the CFD Administrator that all prior and current Fiscal Year's Special Taxes, including any delinquency penalties and interest, for such Assessor's Parcel has been paid, the City shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Taxes and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay the Special Tax shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of Maximum Special Taxes that may be levied on Taxable Property both prior to and after the

proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds.

2. Prepayment in Part

The Maximum Special Tax on an Assessor's Parcel of Developed Property or an Assessor's Parcel of Undeveloped Property for which a Building Permit has been issued may be partially prepaid, provided an Assessor's Parcel of Developed Property may only be partially prepaid prior to or concurrent with the close of escrow of a sale to the initial homebuyer. The amount of the prepayment shall be calculated as in Section H.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = (P_E \times F) + G$$

These terms have the following meaning:

- PP = the partial Prepayment Amount
- P_E = the Prepayment Amount calculated according to Section H.1.a.
- F = the percent by which the owner of the Assessor's Parcel(s) is partially prepaying the Maximum Special Tax.
- G = the administrative fee determined in Section H.1.b.

The Special Tax partial Prepayment Amount must be sufficient to redeem at least a \$5,000 increment of Bonds, unless waved by the CFD Administrator.

The owner of an Assessor's Parcel who desires to partially prepay the Maximum Special Tax shall notify the CFD Administrator of (i) such owner's intent to partially prepay the Maximum Special Tax, and (ii) the percentage by which the Maximum Special Tax shall be prepaid, and within five (5) days of receipt of such notice, the CFD Administrator shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 2022-1 in calculating the proper amount of a partial prepayment. Within fifteen (15) days of receipt of such non-refundable deposit, the CFD Administrator shall notify such owner of the partial Prepayment Amount of such Assessor's Parcel.

With respect to any Assessor's Parcel that is partially prepaid, the CFD Administrator shall (i) distribute the funds remitted pursuant to Section H.1.d, and (ii) indicate in the records of CFD No. 2022-1 that there has been a partial prepayment of the Maximum Special Tax and that a portion of the Assigned Special Tax and Backup Special Tax equal to the outstanding percentage (1.00 - F) of the Assigned Special Tax and Backup Special Tax shall continue to be authorized to be levied on such Assessor's Parcel pursuant to Section E.

J. TERM OF THE SPECIAL TAX

The Special Tax shall not be levied beyond Fiscal Year 2075-2076.

EXHIBIT A

**CERTIFICATE OF MODIFICATION OF SPECIAL TAXES
 (Page 1 of 2)**

CITY OF ESCONDIDO AND CFD No. 2022-1 CERTIFICATE

1. Pursuant to Section C.1 of the Rate and Method of Apportionment for the City of Escondido Community Facilities District No. 2022-1 (Eclipse / Mountain House) (“CFD No. 2022-1”), the Assigned Special Tax for Developed Property within CFD 2022-1 has been modified. This calculation was based upon a Price Point Study that received by the CFD Administrator on _____.
- a. The information in Table 1 relating to the Assigned Special Tax for Developed Property with CFD No. 2022-1, as stated in Section C.1.b of the Rate and Method of Apportionment, has been modified as follows:

TABLE 1
 Assigned Special Taxes for Developed Property
 Commencing Fiscal Year 20__-20__

| Land Use Category | Property Description | Unit Type | Developed Floor Area | Assigned Special Tax Per Taxable Unit |
|-------------------|----------------------|-----------|--------------------------------|---------------------------------------|
| Zone A | | | | |
| 1 | Residential | DU | Less than 1,200 sq. ft. | [\$ []] |
| 2 | Residential | DU | 1,200 sq. ft. to 1,400 sq. ft. | [\$ []] |
| 3 | Residential | DU | Greater than 1,400 sq. ft. | [\$ []] |
| 4 | Non-Residential | PDU | NA | [\$ []] |
| Zone B | | | | |
| 1 | Residential | DU | NA | [\$ []] |
| 2 | Non-Residential | Lot | NA | [\$ []] |

- b. In connection with any reduction in the Assigned Special Tax, the Special Tax for Final Mapped Property, Undeveloped Property, Property Owner Association Property and Public Property per Acre as set forth in Section C.2 and the Backup Special Tax as set forth in Section C.1.c shall also be reduced by the CFD Administrator based on the recalculation of the Undeveloped Special Tax. The Backup Special Tax for Developed Property, as stated in Section C.1.c, shall be modified, to the extent the Final Map has been recorded, as follows:

EXHIBIT A
CERTIFICATE OF MODIFICATION OF SPECIAL TAXES
(Page 2 of 2)

TABLE 2
Backup Special Taxes for Developed Property
Commencing Fiscal Year 20__-20__

| Zone | Backup Special Tax per Dwelling Unit or Lot* |
|-------------|---|
| Zone A | \$[] |
| Zone B | \$[] |

* Note: The Backup Special Tax per lot or Dwelling Unit shown may be modified as described in the Rate and Method of Apportionment for CFD No. 2022-1.

2. The Special Tax for Developed Property may only be modified prior to the first issuance of CFD No. 2022-1 Bonds as defined in the Rate and Method of Apportionment.
3. Upon execution of this certificate by CFD No. 2022-1, CFD No. 2022-1 shall cause an amended Notice of Special Tax lien for CFD No. 2022-1 to be recorded reflecting the modifications set forth herein.

By execution hereof, the undersigned acknowledges, on behalf of the City and CFD No. 2022-1, receipt of this certificate and modification of the Rate and Method of Apportionment as set forth in this certificate.

CITY OF ESCONDIDO COMMUNITY FACILITIES DISTRICT NO. 2022-1 (ECLIPSE / MOUNTAIN HOUSE)

By: _____ Date: _____

EXHIBIT D

LEGAL DESCRIPTION

APN and ownership information for CWC Escondido 113 LLC, a Delaware limited liability company:

238-130-35

238-130-36

TOTAL ACREAGE: 1.44 acres.

RESOLUTION NO. 2022-183

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NO. 2020-1 OF THE CITY OF ESCONDIDO (SERVICES), ANNEXING TERRITORY TO COMMUNITY FACILITIES DISTRICT 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 2020-1 of the City of Escondido (Services) (“Community Facilities District 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 Robert H. Thorne on behalf of CWC Escondido 113 LLC, a Delaware limited liability company, (the "Owner"), dated November 4, 2022, attached hereto as Exhibit "A" (the "Unanimous Approval"), the Owner stated its intention to annex the territory described in Exhibit "B" to the Unanimous Approval to the District (the "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 as follows:

1. That the above recitals 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. 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. 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. 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 Resolution of Intention), and (ii) Incidental Expenses (as defined in the Resolution of Intention). 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. 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. 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. 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 2020-1.

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

_____, 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 December 7, 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 November 2022 in Carlsbad, California.

CWC ESCONDIDO 113, LLC,
a Delaware limited liability company

By: CWC ESCON 113 MGMT LP, a California limited
partnership
Its: Managing Member

By: CWC ESCON MGMT LLC, a California limited liability
company
Its: General Partner

By: 
Robert H. Thorne,
Chief Executive Officer

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 November 4, 2022, before me,
M.K. Stuckey, a Notary Public, personally appeared
Robert A Thorne, 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: M.K. Stuckey (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. (as set forth in the County of Escondido Assessor's Fiscal Year 2022-23 Roll):

238-130-35

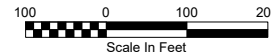
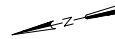
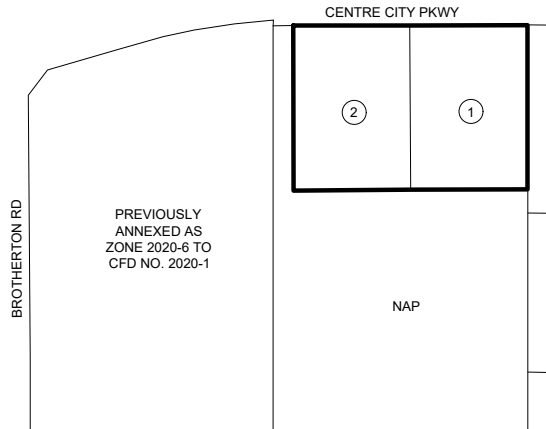
238-130-36

Item 8.

**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

| LOT DESIGNATION | | |
|-----------------|-------|---------------------|
| LOT NO. | SHEET | ASSESSOR PARCEL NO. |
| 1 | 1 | 238-130-35-00 |
| 2 | 1 | 238-130-36-00 |



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

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, ERNST J. DRONENBURG, JR.
 COUNTY OF SAN DIEGO
 STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE BOUNDARIES
 OF ZONE 2020-7 OF 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

LEGEND:

①

LOT NUMBER



ANNEXATION ZONE 2020-7
 COMMUNITY FACILITIES
 DISTRICT BOUNDARY

SDFA

SPECIAL DISTRICT FINANCING
 & ADMINISTRATION

437 WEST GRAND AVENUE
 ESCONDIDO, CALIFORNIA 92025
 TELEPHONE: (760)233-2630
 SDFA.COM

| | |
|---------|---------|
| SHEET | 1 OF 1 |
| DATE | OCTOBER |
| JOB NO. | CF |

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.

ATTACHMENT 1

**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* |
|-------------|--------------------------|----------------------------|--------------------------------|-------------|-------------------------------------|
| 2020-7 | 3 | 18 to less than 30 DU/Acre | 238-130-35-00 238-130-36-00 | DU | \$778.01 |

Increases in the Maximum Special Tax:

*On each July 1, commencing July 1, 2021, the Maximum Special Tax shall be increased by the greater of the annual percentage change in the Index or 2%.

EXHIBIT D

LEGAL DESCRIPTION

APN and ownership information for CWC Escondido 113 LLC, a Delaware limited liability company:

238-130-35

238-130-36

TOTAL ACREAGE: 1.44 acres.



STAFF REPORT

December 7, 2022
File Number 0800-10

SUBJECT

FINAL MAPS UNDER CONSIDERATION FOR APPROVAL

DEPARTMENT

Development Services Department, Engineering Services

BACKGROUND

The following Final Maps have been filed for approval by the City Engineer in accordance with Ordinance 2022-02:

Tract SUB17-0007 at North Avenue and Laurashawn Lane: North Avenue Estates Project

Tract SUB18-0011 at 555 E. Valley Parkway: Palomar Heights Project

No materials necessary for this item.



STAFF REPORT

December 7, 2022
File Number 0600-10; A-3437

SUBJECT

AWARD OF CONTRACT FOR CONSTRUCTION OF THE ESCONDIDO CREEK TRAIL FENCING PROJECT

DEPARTMENT

Development Services, Engineering Services

RECOMMENDATION

Request that the City Council adopt Resolution No. 2022-165, awarding the construction contract to Lightning Fence Co., Inc., determined to be the lowest responsible and responsive bidder, and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of \$324,400 for the Escondido Creek Trail Fencing Project ("Project") and authorizing the Mayor to execute a change order in the amount of \$404,500 for the construction of Phase 2 of the Project contingent on the programming of additional funding.

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

Presenter: Jonathan Schauble, Principal Engineer

FISCAL ANALYSIS

Community Development Block Grant ("CDBG") funds in the amount of \$635,000 have been allocated for this Project. Bids received were higher than anticipated due to increases in construction material and labor costs. Additional funding in the amount of \$250,000 is required to complete the second phase of the Project and cover anticipated Project costs, including construction contingency, inspection, and testing of materials.

Staff is exploring alternative funding sources and is working with Housing and Neighborhood Division staff to identify CDBG funds for the project. No funding decisions have been made; however, Housing and Neighborhood staff expects to return to City Council in January 2023 to request a substantial amendment to close out completed CDBG projects and consider directing additional funding to this Project.

BACKGROUND

The Project will replace the existing chain-link fencing along the Escondido Creek Trail with a new six-foot black ornamental wrought iron perimeter fence. Phase 1 of the Project will improve the fencing along the north and south sides of the flood control channel between Ash Street and N. Rose Street. Phase 2 of the Project would improve the fencing along the channel between N. Rose Street and Midway Drive. The new



CITY of ESCONDIDO

STAFF REPORT

fencing will improve the appearance, maintainability, and security of the Escondido Creek Trail, a key recreational amenity in the area.

On October 20, 2022, five sealed bids were received in response to the advertised request for bids for the Project. The confirmed totals for the total base and additive alternate bid items are listed below:

| | |
|-----------------------------|----------------|
| Lightning Fence Co., Inc. | \$728,900.00 |
| Red Hawk Services Inc. | \$1,070,477.90 |
| GEM Industrial, Inc. | \$1,201,700.00 |
| Alvand Construction Inc. | \$1,213,000.00 |
| Tri-Group Construction, Inc | \$1,650,000.00 |

Staff has evaluated the bids and determined that the bid submitted by Lightning Fence Co., Inc. is the lowest responsive and responsible bid. Staff recommends awarding a construction contract in the amount of \$324,400.00 to Lightning Fence Co., Inc. for Phase 1 of this Project.

Breaking up the Project into two phases (base bid and alternative bid) provides staff with the flexibility to move forward with the award of Phase 1 work within the available budget that will support meeting annual expenditure requirements of CDBG funding. Staff requests authorization for the Mayor to execute a change order for the construction of Phase 2 work, in the amount of \$404,500, contingent upon programming of additional funding to complete this work. The City Council will be asked to consider additional programming of funding for the Project in January 2023.

RESOLUTIONS

- a. Resolution No. 2022-165
- b. Resolution No. 2022-165 – Exhibit A – Public Improvement Agreement

RESOLUTION NO. 2022-165

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC IMPROVEMENT AGREEMENT FOR THE ESCONDIDO CREEK TRAIL FENCING PROJECT

WHEREAS the City Council has allocated funding in the 2018 and 2021 Annual Action Plans for Community Development Block Grant (“CDBG”) funds for the Escondido Creek Trail Fencing Project (“Project”); and

WHEREAS, a notice inviting bids for said improvements was duly published; and

WHEREAS, pursuant to said notice, five sealed bids for the project were opened and evaluated on October 20, 2022; and

WHEREAS, Lightning Fence Co., Inc. was determined to be the lowest responsive and responsible bidder; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to authorize a Public Improvement Agreement with Lightning Fence Co., Inc. in the amount of \$324,400.

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 Mayor to execute, on behalf of the City, a Public Improvement Agreement with Lightning Fence Co., Inc. 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.

3. That the City Council authorize the Mayor to execute a change order to the agreement with Lighting Fence Co., Inc. in the amount of \$404,500.00 for the improvement of additional fencing between Rose Street and Midway Drive contingent on the programming of additional funding.

4. That the City Manager retains the authority to approve change orders up to 10% of the authorized contract total of \$728,900.



CITY OF ESCONDIDO
PUBLIC IMPROVEMENT AGREEMENT

This Public Improvement Agreement (“Agreement”) is made and entered into as of this ____ day of _____, 2022 (“Effective Date”),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Marissa Padilla
760-839-4098
("CITY")

And: LIGHTNING FENCE COMPANY, INC.
a California corporation
14321 Old San Pasqual Rd.
Escondido, CA 92025
Attn: Dan Flud
858-829-1125
("CONTRACTOR").

(The CITY and CONTRACTOR each may be referred to herein as a “Party” and collectively as the “Parties.”)

WHEREAS, the Parties desire to enter into this Agreement for the performance of work relating to the Creek Trail Fencing Project (“Project”), occurring on property located at various locations along the Escondido Creek between Ash Street and Midway Drive (“Property”), as further described herein.

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

1. Project Documents. The Notice Inviting Sealed Bids/Notice to Contractors, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers' Compensation Certificate, Change Orders, Shop Drawing Transmittals, Information Required of CONTRACTOR, Non-collusion Affidavit, Insurance Certificates, Guarantees, General Conditions, Supplementary General Conditions, Special Conditions, Plans, Drawings, Specifications, the Agreement, and all modifications, addenda, and amendments thereto (“Project Documents”) are incorporated herein by this reference as if fully set forth herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Description and Performance of Work. CONTRACTOR shall furnish all work described in the Project Documents ("Work"). All Work to be performed and materials to be furnished shall be completed in a good workmanlike manner, free from defects, in strict accordance with the plans, drawings, specifications, and requirements set forth in the Project Documents and all provisions of this Agreement.
3. Compensation. In exchange for CONTRACTOR's completion of the Work, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of \$324,400.00 ("Contract Price"). CONTRACTOR shall be compensated only for performance of the Work described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent.
4. Term and Time of Performance. CONTRACTOR shall commence work within one week from the CITY's notice to proceed. CONTRACTOR shall diligently perform and complete the Work with professional quality and technical accuracy within Forty (40) working days from the date specified in the notice to proceed ("Completion Date"). Extension of terms or time of performance shall be subject to the CITY's sole discretion.
5. Time Is of the Essence. If the Work is not completed by the Completion Date, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85, the Parties agree that CONTRACTOR shall pay to the CITY as fixed and liquidated damages, and not as a penalty, the sum of \$500 per day for each calendar day of delay until the Work is completed and accepted ("Liquidated Damages Amount"). The Liquidated Damages Amount shall be deducted from any payments due to, or that become due to, CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the Liquidated Damages Amount.
6. Insurance Requirements.
 - a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work, and the results of such Work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 0001 11188 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury (including emotional distress), sickness, disease, or death of any person other than the CONTRACTOR's employees, and personal and advertising injury, and damages because of injury or destruction of tangible property, including loss of use resulting there from, with limits no less than \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage; or, if a general aggregate limit is applicable, either: (i) the general aggregate limit shall specifically apply to the project identified in the bid specifications or to the location of such project which is the subject of these bid specifications with coverage to be no less than \$3,000,000, or (ii) the general aggregate shall be at least \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage.
 - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), including damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile

equipment, and vehicles moving under CONTRACTOR's control and engaged in the Work, with limits no less than \$3,000,000 combined single limit per accident for bodily injury and property damage.

- (3) *Workers' Compensation.* Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Compliance with General Condition Requirements.* Insurance coverage shall comply with and meet all requirements set forth in Article 5.2 of General Conditions
 - (2) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-:VII, or as approved by the CITY.
 - (3) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability additional insured endorsement shall be at least as broad as ISO Form CA 20 01.
 - (4) *Primary Coverage.* CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
 - (5) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (6) *Subcontractors.* If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
 - (7) *Waiver of Subrogation.* CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the

CITY for all work performed by the CONTRACTOR, its agents, representatives, employees and subcontractors.

- (8) *Self-Insurance.* CONTRACTOR may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONTRACTOR shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONTRACTOR's (i) net worth and (ii) reserves for payment of claims of liability against CONTRACTOR are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONTRACTOR's utilization of self-insurance shall not in any way limit the liabilities assumed by CONTRACTOR pursuant to this Agreement.
- (9) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.
- c. *Verification of Coverage.* At the time CONTRACTOR executes this Agreement, CONTRACTOR shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
- d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- e. *No Limitation of Obligations.* The insurance requirements within this Agreement, including the types and limits of insurance coverage CONTRACTOR must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including but not limited to any provisions within this Agreement concerning indemnification.
- f. *Compliance.* Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. Compliance by CONTRACTOR with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page evidencing the same shall not relieve the CONTRACTOR from liability assumed under any provision of this Agreement, including, without limitation, the obligation to defend and indemnify the CITY and the City Engineer. In the event that CONTRACTOR fails to comply with any insurance requirement set forth in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONTRACTOR to stop Work under this Agreement and/or withhold any payment that becomes due to CONTRACTOR until CONTRACTOR demonstrates compliance with the insurance requirements in this Agreement.

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

- a. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages,

or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONTRACTOR's (including CONTRACTOR's agents, employees, and subcontractors, if any) Work pursuant to this Agreement or its failure to comply with any of its obligations contained herein, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

- b. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any Work performed pursuant to this Agreement.
- c. All terms and provisions within this Section 7 shall survive the termination of this Agreement.

8. Bonds.

- a. CONTRACTOR shall furnish and deliver to the CITY, simultaneously with the execution of this Agreement, the following surety bonds:
 - (1) *Faithful Performance Bond.* CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for faithful performance of this Agreement.
 - (2) *Labor and Materials Bond.* CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for payment to persons performing labor and furnishing materials in connection with the Project.
- b. All bonds furnished to the CITY pursuant to this Agreement shall be in the form set forth herein and approved by the City Attorney.
- c. All bonds shall be executed by sureties that are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- d. If the surety on any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the CONTRACTOR shall, within seven days thereafter, substitute another bond and surety, which must be acceptable to the CITY. No portion of the Work shall be performed without bonds, in a form and issued by a surety acceptable to the City. If one or more of such bonds shall, at any time, not be in full force and effect, CONTRACTOR shall immediately cease performance of the Work until CONTRACTOR is in full compliance with the bonding requirements of this Agreement and California law. All delays and costs incurred or resulting from such occurrence shall be to the exclusive account of CONTRACTOR. Failure of the CONTRACTOR to promptly cure any failure to have the necessary bonds in full force and effect shall be grounds for immediate termination of this Agreement.

- e. All bonds shall be obtained from surety companies that are duly licensed or authorized in the State of California. Such surety companies shall also meet any additional requirements and qualifications as may be provided in the Supplementary General Conditions.
9. Substitution of Securities. This Agreement is subject to California Public Contract Code section 22300, which permits the substitution of securities for any monies withheld by the CITY to ensure performance of this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state- or federally-chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion and acceptance of the Work, such securities shall be returned to the CONTRACTOR.
10. Contractor Default. In the event CONTRACTOR, for a period of 10 calendar days after receipt of written demand from the CITY to do so ("Cure Period"), fails to furnish tools, equipment, or labor in the necessary quantity or quality required by this Agreement, or fails to prosecute the Work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within the Cure Period, fails to continue to do so, then the CITY in its sole discretion may exclude the CONTRACTOR from the Property, or any portion thereof, and take exclusive possession of the Property or any portion thereof, together with all material and equipment thereon, and may complete the Work or any portion of the Work, either by (i) furnishing the necessary tools, equipment, labor, or materials; or (ii) letting the unfinished portion of the work, or any portion thereof, to another contractor; or (iii) demanding the surety hire another contractor; or (iv) any combination of such methods. The CITY's procuring of the completion of the Work, or the portion of the Work taken over by the CITY, shall be a charge against the CONTRACTOR and may be deducted from any money due or to become due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of such charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment if CONTRACTOR fails to pay in full any such cost incurred by the CITY. The permissible charges for any such procurement of the completion of the Work include actual costs and fees incurred to third party individuals and entities (including but not limited to consultants, attorneys, inspectors, and designers) and actual costs incurred by the CITY for the increased dedication of time of the CITY's employees to the Project.
11. Other Legal Requirements Incorporated. Each and every provision of law and clause required by law to be inserted in this Agreement or its attachments shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though such law or clause were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party, the Agreement shall forthwith be physically amended to make such insertion or correction, without further changes to the remainder of the Agreement.
12. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONTRACTOR concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
13. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
14. Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.

15. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR, and pursuant to action of the Escondido City Council.
16. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
17. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
18. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
19. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
20. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
21. Business License. CONTRACTOR shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
22. Compliance with Laws, Permits, and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. This shall include, but shall not be limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all permits, licenses, and other authorizations necessary to perform the work under this Agreement. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
23. Prevailing Wages and Department of Industrial Relations Compliance. Pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages, including but not limited to the keeping of certified payroll records, overtime pay, employment of apprentices, and workers' compensation coverage, as further set forth in the General Conditions. CONTRACTOR shall file the required workers' compensation certificate before commencing work under this Agreement. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post all job site notices required by regulation. CONTRACTOR, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any public works contract subject to the

requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

24. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONTRACTOR represents and warrants that all of its employees and the employees of any subcontractor retained by CONTRACTOR who perform any portion of the Work under this Agreement are and will be authorized to perform the Work in full compliance with the IRCA. CONTRACTOR affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Work. CONTRACTOR agrees to comply with the IRCA before commencing any portion of the Work, and continuously throughout the performance of the Work and the term of this Agreement.
25. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____

Paul McNamara, Mayor

LIGHTNING FENCE COMPANY, INC.

Date: _____

Signature

Name & Title (please print)

Contractor's License No.

Tax ID/Social Security No.

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

BY: _____

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



STAFF REPORT

December 7, 2022

File Number 0600-10; A-3438

SUBJECT

AWARD OF CONTRACT FOR SHORT-TERM RENTAL ADMINISTRATION

DEPARTMENT

Development Services

RECOMMENDATION

Request the City Council adopt Resolution No. 2022-173, authorizing the Mayor to execute, on behalf of the City, a Consulting Agreement with Granicus, LLC, a Minnesota Limited Liability Company, for three-years with two (2) options to extend the Consulting Agreement for one (1) year per extension, and approve a budget adjustment request in the amount of \$42,000 for professional services for the Short-term Rental Administration Project ("Project").

Staff Recommendation: Approval (Andrew Firestine, Director of Development Services, Jennifer Schoeneck, Deputy Director of Economic Development, and Christina Holmes, Director of Finance)

Presenter: Andrew Firestine, Director of Development Services

FISCAL ANALYSIS

The Project is expected to cost \$35,307.50 in the first year, including one-time costs for consulting and public outreach together with the prorated subscription fees for the program administration following the development and adoption of an ordinance implementing a short-term rental program. Costs for each successive year of subscription services for continued program administration are \$21,153 per year. Once implemented, short-term rentals will be subject to a 10 percent transient occupancy tax (TOT), which is expected to more than fully cover the ongoing costs of the Professional Services Agreement.

PREVIOUS ACTION

None.

BACKGROUND

Short-term rentals are generally defined as the rental of a structure, or a portion thereof, for occupancy, dwelling, lodging, or sleeping purposes for less than 30 consecutive calendar days in a residential zoning district, including single-family residences, condominiums, townhomes, multi-family, and other similar residential structures.



CITY of ESCONDIDO

STAFF REPORT

It is currently estimated that there are upwards of 130 existing short-term rentals within the City of Escondido. The City has neither a regulatory framework to control how short-term rentals are operated within the community, including their enforcement, or a process by which to collect TOT from short-term rentals.

On September 6, 2022, a Request for Proposals (RFP) was advertised for short-term rental administration. The scope of services within the RFP was structured to include all aspects of the development and implementation of a short-term rental program, ranging from the development of an ordinance and conducting a public engagement process to establish how the City regulates short-term rentals all the way through the registration of short-term rental units that leads to the remittance of all required taxes and fees. The scope of services also set an expectation that the contractor would conduct an ongoing assessment of the City's short-term rentals for compliance with City regulations, continue to manage the payment of all taxes and fees, and assist the City with code enforcement activities, including the provision of a 24-hour hotline for residents to call with any complaints regarding short-term rental properties.

A total of five (5) responses to the RFP were received. An RFP review committee consisting of economic development, finance, and development services staff reviewed and scored each proposal and conducted two (2) interviews. Granicus, LLC was identified by the review committee as the most responsive bid to the RFP.

The Granicus, LLC proposal specifically includes consulting on the development of a short-term rental ordinance and a public engagement tool, EngagementHQ, that can assist the City in leading a public participation process that captures community input from not only the existing short-term rental operators but residents and community members who are affected by short-term rentals. The EngagementHQ tool is listed as an option in their proposal and is included in the Consulting Agreement.

The methodology contained in the balance of their proposal is responsive to the City's needs and is led with a technology driven solution for operators to obtain and manage their permits and tax reporting, including the ability for operators to manage their permit through a mobile device. The solution allows operators to pay their TOT in person, by mail, or through a secure payment portal.

Granicus, LLC also proposes to monitor short-term rentals for ongoing compliance, including systematic outreach to those operating without a permit, and contains tools to monitor rental activity and can identify audit candidates who are under-reporting on taxes or are exceeding occupancy regulations. Their monitoring includes the collection of documentation that may be needed in any enforcement action.

The proposal also includes a 24/7 hotline to allow neighbors to report and resolve non-emergency problems with short-term rental properties. The hotline can be structured to contact the emergency contact for a short-term rental by text and phone to resolve an issue in real-time. These reports are documented with a recording of the phone call and all supporting documentation, including photos, video, and/or audio recordings for potential enforcement action.



CITY *of* ESCONDIDO

STAFF REPORT

The overall timeline for the development and implementation of a short-term rental program is largely dependent on the initial steps to prepare an ordinance and to conduct a public engagement process. There are ordinances that the City of Escondido can model but it should be tailored to those specific issues and concerns that exist within the local community. Currently, it is anticipated that this part of the process will take 2 to 3 months to complete. The balance of the project – registering short-term rentals, collecting TOT, and administering the program – will take roughly 3 to 4 months.

As a matter of additional background information, a guide from the National League of Cities on short-term rental regulations is included as Attachment “2” to this Staff Report, which provides a number of recommendations that the City may want to consider as it prepares a short-term rental program. The guide includes suggestions on the development of regulations that are tied to policy goals and enforcement and fine structures that are proportional to the economic gains that violators can realize from not following the rules, including escalating fines for repeat violators up to the revocation of a permit or license. While it is not a definitive guide to everything that the City of Escondido may encounter as it works to develop a short-term rental program, it is a solid resource.

RESOLUTIONS

- a. Resolution No. 2022-173
- b. Resolution No. 2022-173 – Exhibit A – Consulting Agreement

ATTACHMENTS

- a. Budget Adjustment Request
- b. National League of Cities Short-Term Rental Regulations: A Guide for Local Governments



Short-Term Rental Regulations:

A GUIDE FOR LOCAL GOVERNMENTS



CENTER FOR CITY SOLUTIONS

About the National League of Cities

The National League of Cities (NLC) is the voice of America's cities, towns and villages, representing more than 200 million people. NLC works to strengthen local leadership, influence federal policy and drive innovative solutions.

NLC's Center for City Solutions provides research and analysis on key topics and trends important to cities, creative solutions to improve the quality of life in communities, inspiration and ideas for local officials to use in tackling tough issues, and opportunities for city leaders to connect with peers, share experiences and learn about innovative approaches in cities.

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Acknowledgments

The authors wish to recognize **Matthew Disler** of the Harvard Berkman Klein Center for Internet & Society for his contributions to this report and **Kristin Szakos** for copy editing. The authors also wish to thank the city staff and elected officials who agreed to be interviewed to inform this report, including those from **Fayetteville, AR, San Diego, CA, Charleston, SC, Lake Placid, NY, Columbus, OH,** and **Henderson, NV.**

INTERACTIVE

Contents

4 Foreword

7 Introduction

8 Defining Short-Term Rentals

8 What is a Short-Term Rental?

9 What Can Communities Regulate?

10 The Issue

12 Recommendations: Short-Term Rental Regulations

14 Understand the Landscape

14 Gather Data

15 Engage a Diverse Group of Stakeholders

18 Identify Policy Goal(s)

20 Develop and Pass Regulations

20 Apply a Racial Equity Lens

21 Pass Regulations Early

21 Craft Simple Regulations

24 Institute a Permit Requirement

25 Determine Fines and Fees

27 Establish a Clear Taxing Model

28 Negotiate an Agreement with Platforms

30 Enforcement

30 Dedicate Resources to Enforcement

32 Ensure Extensive Communication and Marketing

33 Move Registration and Administration Systems Online

35 Revisit and Adapt

35 Establish a Feedback Loop

37 Conclusion

38 Appendix

38 Voluntary Collection Agreements (VCAs)

40 Endnotes

Foreword

IN RECENT YEARS, short-term rentals have increased in cities, towns and villages across the United States. As a result of this growth, local leaders have had to grapple with competing benefits and challenges – in particular, how to ensure a healthy stock of affordable housing and how to support local tourism and economic development opportunities. One of the top priorities for city leaders today is to ensure that residents and visitors to their communities have access to safe, affordable lodging.

These competing priorities make passing regulations difficult, which is why it's not surprising that short-term rentals have become a common topic of discussion among our members at the National League of Cities (NLC). Members faced with these challenges often ask us: "What tools are available to assist me with regulating short-term rentals in my community?"

This persistent question led NLC to research short-term rental regulations in cities across the country and ultimately produce *Short-Term Rental Regulations: A Guide for Local Governments*. Based on an analysis of 60 short-term rental ordinances, this action guide lays out a detailed overview of best practices for cities to develop and pass short-term rental regulations in their communities.

While no two municipalities face the same opportunities and challenges when it comes to regulating short-term rentals, this research provides insight into how to chart a path forward successfully. This guide recommends local leaders create and enforce firm and fair regulations by focusing on clear policy objectives, centering racial equity as a critical component in their planning and actively engaging with relevant stakeholders throughout the process.

Short-term rentals can open a swath of opportunity for homeowners looking to make additional dollars, while also providing economic development opportunities in neighborhoods that may not generally see high levels of tourism. By bringing community and industry leaders together, local leaders can create policies that work for both – and maximize the potential value of short-term rentals for hosts, guests and neighbors alike, all while protecting the affordability of neighborhoods.

While short-term rentals are a prominent issue today, this challenge is not a new one for local leaders. There are often difficulties that come with maximizing economic growth while protecting community interests. Mayors, councilmembers and other local elected officials are well-equipped to help bring stakeholders together to understand and navigate potential trade-offs.

Local leaders have an incredibly important role to play in capitalizing on the benefits of short-term rentals and minimizing potential negative impacts. I hope this resource will help your community make decisions about short-term rentals that are best for your residents.



Clarence E. Anthony

CEO AND EXECUTIVE DIRECTOR
National League of Cities



Introduction

THE RAPID GROWTH of short-term rentals in cities, towns and villages across the U.S. has caused much controversy. From contentious City Hall meetings where residents advocate for more stringent or more relaxed regulations to lengthy and expensive legal battles between cities and short-term rental platforms, cities can get caught in the cross-hairs of a complicated policy issue. Short-term rentals present no shortage of challenges for local leaders, as they can affect housing availability and affordability, local tourism and economic development, neighborhood wellbeing, and health and safety. However, many cities have learned important lessons in navigating these complex issues and offer some best practices for others to learn from.

Regulation of short-term rentals has proven to be an important and effective tool in making short-term rentals work for all parts of the community. Regulations that define what short-term rentals are and have appropriate mechanisms in place should intervention be necessary have helped city leaders steer the conversation toward solutions and meeting community needs. The purpose of regulating short-term rentals is not to be overly punitive or to prohibit them, but to put safeguards and appropriate enforcement mechanisms in place for when problems arise.

This Action Guide will not settle debates about the specific impacts of short-term rentals on each community. Instead, it aims to equip local leaders with appropriate information and tools to adopt or amend ordinances that serve their community best: policies that are equitable; that protect municipal interests such as health and safety and housing affordability; that preserve the residential quality of neighborhoods; and that enable responsible and eligible residents to earn some additional income.

Defining Short-Term Rentals

What is a Short-Term Rental?

In general, short-term rental (STR) refers to an activity in which one party, the “host,” agrees to rent out all or part of a home to another party, the “guest,” on a temporary, time-limited basis. The precise legal definition of a short-term rental varies by community. Most short-term rental ordinances include details on the following types of provisions that define short-term rentals for a particular community:

LOCATION AND USE:

Where and how many short-term rentals are allowed

TIMING:

How long short-term rentals can be rented for

MANNER OF RENTAL:

Additional requirements for hosts and guests

What Can Communities Regulate?

Regulations vary, depending on the needs of the locality issuing them. In a community where vacant properties are a problem, regulations might focus on upkeep and oversight. In a community where housing stock is scarce, regulations might be put in place to limit the number of properties lost to residential rentals.

Generally, however, regulations include some combination of the following provisions:

| PROVISIONS | DETAILS |
|-------------------------|--|
| LOCATION AND USE | <p>Geographic limits: Cities can decide to limit the availability of STRs in specific areas of cities, such as particular residential areas or neighborhoods with specific historic character.</p> <p>Commercial-residential distinctions: Cities can establish different rules for properties in residential and commercial areas to account for the different interests of communities in each of these areas.</p> |
| TIMING | <p>Primary residence requirements: Cities can require that the STR is occupied by the host for most of the year, and/or that the rental is in or part of the owner’s primary residence.</p> <p>Day limits: Cities can include provisions capping the number of days per year that hosts can rent their STR.</p> |
| MANNER OF RENTAL | <p>Registration and licensing: Cities can require hosts to register their properties with the city and can require rental platforms (e.g., Airbnb, Vrbo, etc.) to ensure that properties listed on their sites are properly registered.</p> <p>Taxes: Cities can require that hosts pay transient occupancy taxes, which are taxes on what guests pay for temporary lodging in the city and are usually collected and remitted by hotels, motels and similar businesses. Cities can also work with STR platforms and other third-party providers to minimize the burden of tax remittance.</p> <p>Occupancy limits: Cities can limit the number of guests per stay, usually by establishing a guests-per-bedroom or per-property cap.</p> <p>Health and safety regulations: Cities can require STRs to have fire safety equipment and carbon monoxide detectors; display emergency information for guests; adopt measures to maintain a sanitary residence; and adopt plans for emergencies, among other requirements.</p> <p>Noise and event regulations: Cities can restrict the use of STRs for large gatherings and events, and they may explicitly require that guests comply with existing noise, trash and parking ordinances.</p> |

The Issue

Short-term rentals are not a new concept. Companies like Vrbo, HomeAway, Couchsurfing and Craigslist have offered consumers short-term rental options since the late 1990s without much controversy.¹ The meteoric growth of the short-term rental industry in the 2010s changed that. Companies like Airbnb, Vrbo, HomeAway and FlipKey grew in popularity while consumer appetite for more original, authentic and local experiences increased, driving demand higher.

As short-term rentals become more accessible to both hosts and users, use skyrocketed over a short period. But the meteoric success of short-term rental platforms has not been welcomed unreservedly. Common complaints are that short-term rentals can drive up local rents, limit the availability of long-term residential rentals, attract an influx of tourists and create excessive noise.²

Local leaders attempting to chart the pathway forward for short-term rentals in their communities must respond to many competing interests, making passing regulations and balancing those interests difficult. Some of these issues that must be considered include:

Housing

The research is divided on whether short-term rentals contribute to the housing crisis. Regardless of whether the exact impact on the housing market is measurable, it is undeniable that many cities in the U.S. face a housing crisis – due to a shortage of affordable housing, steady decline in federal investment in low-income housing, wage growth stagnation, etc. – and that short-term rentals may contribute to housing unaffordability and unavailability.

Tourism

Short-term rentals outside of the typical tourism areas in cities can be a boon to local economies, spreading dollars across the cities in ways that traditional lodging accommodations do not. On the other hand, cities with high tourism rates face a greater share of the negative impacts of short-term rentals in communities. In high-tourism communities, large numbers of whole home rentals can affect neighborhood cohesion, as they may stand empty for weeks at a time or experience high turnover in guests.

Preemption

Preemptive state laws can limit cities' ability to regulate short-term rentals. The impacts of preemptive laws can range from a complete inability to regulate, to restrictions on the kinds of regulations that can be imposed.

Public Health and Safety

Poorly regulated and unsupervised short-term rentals can threaten the safety of neighborhoods for residents and guests alike. Party houses have become a significant point of contention in some communities. Guests may ignore or be unaware of noise, trash and parking ordinances.

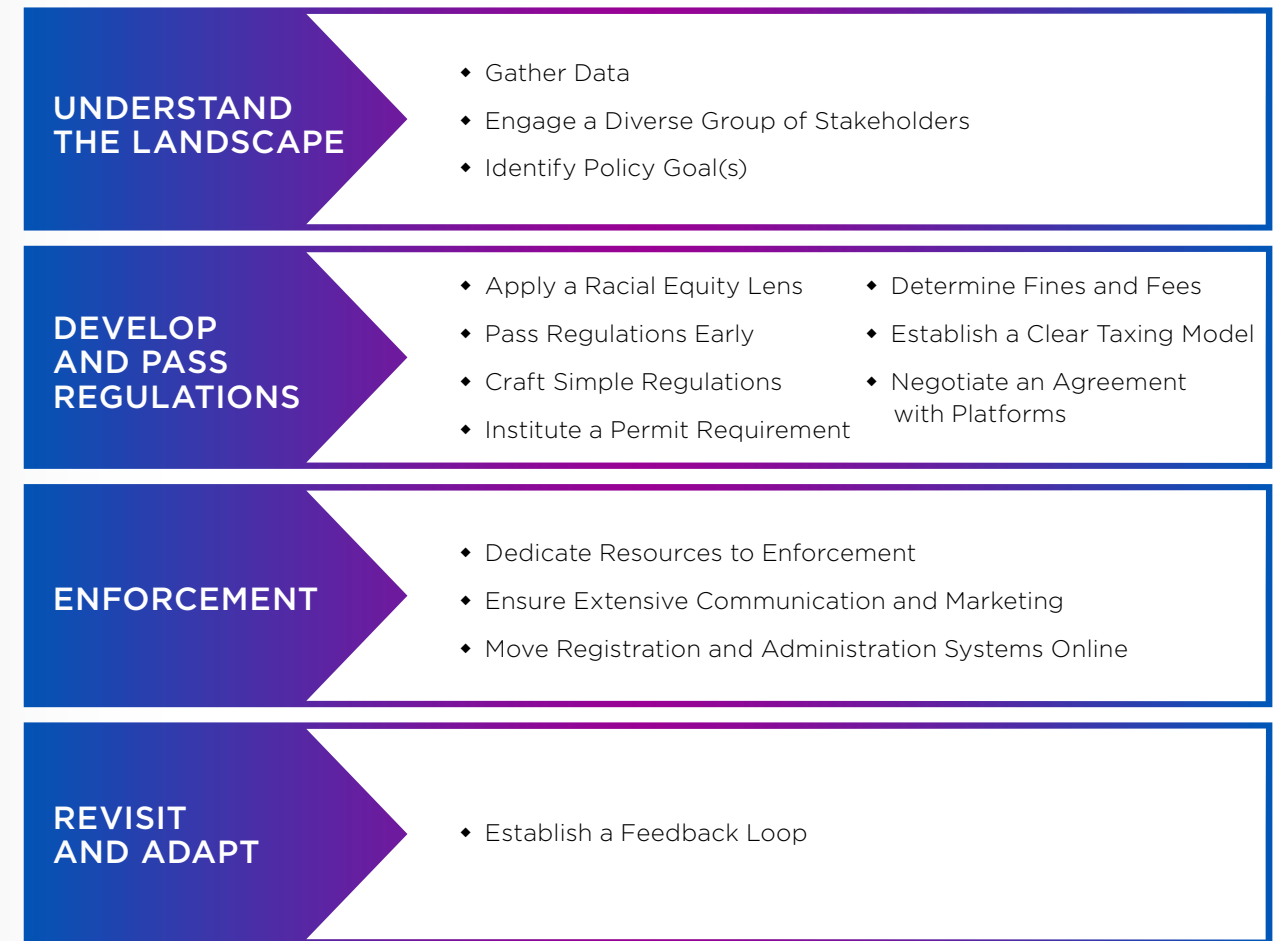
For myriad reasons – both within and outside of city control – cities may find it difficult to enforce the regulations they do have. Some ordinances are difficult for hosts and residents to understand and difficult for the city to enforce because they are overly complicated or poorly publicized. In other instances, cities may have no systematic way to identify hosts who are not in compliance or to keep track of what properties are being used for short-term rentals, and when. Understanding the most common barriers to effective regulation – unclear rules and lack of data – is key to making sound policy choices. Despite the limitations and challenges that city leaders face, local leaders can pass regulations that effectively balance competing interests, fit community needs, and most critically, are enforceable.

Recommendations: Short-Term Rental Regulations

This Action Guide will help local leaders break down the process of developing a short-term rental ordinance, provide relevant city examples and identify key tips. The following recommendations are a menu of policy principles and good practices that cities should explore when establishing or updating their regulations, based on research into short-term rental ordinances and policies across the country.

THE NATIONAL LEAGUE of Cities analyzed 60 short-term rental ordinances to inform this report across 30 indicators, including the legal definition of short-term rentals, regulations and enforcement. At least one city, town or village was selected in each state, with two cities, towns or villages selected for the top ten states by population (California, Texas, Florida, New York, Pennsylvania, Illinois, Ohio, Georgia, North Carolina and Michigan) to ensure that a diversity of local context was represented in the analysis.

The recommendation sections (Understand the Landscape, Develop and Pass Regulations, Enforcement, and Revisit and Adapt) are meant to build off each other and should therefore be executed in chronological order. They are detailed in the section below.



UNDERSTAND THE LANDSCAPE

Before passing regulations, understand the local short-term rental landscape. This should involve extensive information gathering and thorough engagement with relevant stakeholders. Be mindful of what issues are associated with short-term rentals in your community to determine the goals your policy should meet.

GATHER DATA

While anecdotes are powerful, they are not a proxy for actual data to estimate the number and location of short-term rentals operating in a community. In some cases, data may be available through third-party platforms such as Inside Airbnb or AirDNA. Knowing approximately how many units may be on the market is critical to understanding the scope of the issue.



KEY DATA POINTS INCLUDE:

- How many short-term rentals are operating in your community?
- What is the breakdown between hosted room rentals vs. whole home rentals?
- Where are short-term rentals operating in your community?
- What neighborhoods are most affected?
- What is the average daily price of short-term rentals vs. hotels?
- What is the occupancy rate of short-term rentals vs. hotels?
- How much revenue are short-term rental properties generating vs. hotels?

Additional data sources that can help supplement short-term rental-specific data to develop a comprehensive picture of the local landscape can include tourism, housing and complaint data. Connect with local tourism boards to gather information such as how much money visitors are spending, where visitors are spending their money, where they are staying, where they are spending their time and how long they are staying. Leverage data sources such as the American Community Survey to understand the breakdown in renter vs. homeownership

rates, vacancy rates and demographic information in different neighborhoods to contextualize short-term rentals in the broader housing landscape. Records of noise and nuisance complaints (e.g., through 311 calls or similar complaint or service request software) can also help cities understand where these complaints are filed and what they are.

ENGAGE A DIVERSE GROUP OF STAKEHOLDERS

Engage a network of stakeholders, including but not limited to tenants, landlords/homeowners, hotel and motel industry representatives, neighborhood organizations, housing advocates, tourism agencies and short-term rental platforms. This mix will look different for each city, but identifying relevant stakeholders will be key to understanding the challenges and opportunities each city faces.

Hold virtual or in-person town hall meetings, drop in on various group meetings (e.g., landlord associations, property owner groups, neighborhood associations, etc.) and solicit comments from members of the public to gauge the perceptions of short-term rentals directly from community members. Cities can, for example, work with neighborhood associations to map areas especially strained by short-term rentals or tourism. Residents have the closest ear to the ground. City leaders should leverage this knowledge to their advantage.

Cities have a lot to gain by partnering with platforms, but the relationship-building process can be contentious at times. These relationships are more likely to be positive when cities come to the discussion table with a clear goal in mind and communicate it with the platforms.



POTENTIAL STAKEHOLDERS INCLUDE:

- | | | |
|--------------------------------------|---|---|
| Motel and lodge union or association | Restaurant associations | Platforms (e.g., Airbnb, Expedia, etc.) |
| Hotels or hotel union or association | City Council | Neighborhood associations |
| Realtor groups or associations | Local planning groups and organizations | Housing advocates |
| | Existing short-term rental operators | Tourism agencies |



CITY SPOTLIGHT: FAYETTEVILLE, AR

In 2018, the City of Fayetteville's Sustainability Department worked with the University of Arkansas' Public Policy Department to explore short-term rentals. The students leveraged data sources such as AirDNA to gather the following information:

- ◆ Active rentals
- ◆ Average booked properties
- ◆ Occupancy rate
- ◆ Average booking rate per night
- ◆ Average Airbnb private room price (Fayetteville)
- ◆ Average hotel room price (Fayetteville)
- ◆ Average Airbnb private room price (Downtown Fayetteville)
- ◆ Average hotel room price (Downtown Fayetteville)³

Based on this information, the students generated maps of short-term rental locations in the Fayetteville area, noting a large concentration of Airbnb rentals in the downtown area. This analysis was presented to city staff and elected officials in December 2018 to inform their discussion on short-term rentals in Fayetteville.



CITY SPOTLIGHT: SAN DIEGO, CA

While drafting its short-term rental ordinance, the City of San Diego engaged a wide variety of stakeholders including:

- ◆ Unite Here, a union for motel/lodges
- ◆ Neighborhood groups
- ◆ Hotel stakeholders, including the hotel/motel association
- ◆ Realtor groups and associations
- ◆ The restaurant association
- ◆ City Council
- ◆ Local planning boards and organizations
- ◆ Pre-existing STR operators
- ◆ Expedia Group and Airbnb

A staff member from the San Diego City Council conducted meetings with the stakeholders. The meeting format and length varied. The city representative sometimes met stakeholders individually or invited them to speak at public meetings. Those interested in engaging longer-term were invited to a permanent stakeholder group. The stakeholder group continues to provide input on short-term rental regulation implementation.

Compromise was eventually reached, most notably in the form of a memorandum of understanding (MOU) between Unite Here and Expedia Group. Through the MOU, these two major stakeholders with different perspectives agreed to partner to help regulate the short-term rental market. The MOU also laid the foundation for the regulations that the city would push forward when engaging with other stakeholder groups. Following this engagement process, the ordinance was presented to the public, Planning Commission, mayor and Coastal Commission. The city found that putting the time in to build relationships and establish trust between the municipality and short-term rental platforms was essential to the ordinance's success. Further, going into the process with a clear goal, while being mindful of what compromises could be made, allowed the city to achieve buy-in from a diversity of stakeholders.

IDENTIFY POLICY GOAL(S)

Develop a clear and concise policy goal for the short-term rental ordinance, driven by the city's overarching goals and community input. Review strategic city plans (e.g., comprehensive housing plans, 5- and 10-year city visions, master plans) and identify top city priorities that may dovetail with priorities for short-term rentals. For example, a city may have a broader goal to advance housing affordability and may choose to focus on preserving the stock of affordable housing as a policy goal. Or a city may have the broader goal to attract more tourism and choose to focus its regulations on enabling short-term rentals with appropriate guardrails in place as the tourism industry continues to grow.

Cities should be intentional about setting a goal or priority before drafting regulations. Without a clear "end goal," cities can pass regulations that may not align with community priorities, and do not have effective mechanisms to accomplish them. By deciding on a policy and community goal, cities can craft a simpler and more targeted ordinance.

Common goals, based on NLC's analysis of 60 cities, include:

- ◆ Prevent the loss of rental housing stock
- ◆ Support tourism in a balanced way
- ◆ Combat displacement
- ◆ Preserve the residential quality of neighborhoods
- ◆ Ensure health and safety for guests and residents
- ◆ Balance the needs and rights of property owners and neighbors
- ◆ Allow economic gain for residents
- ◆ Capture tax revenue
- ◆ Slow or prevent the overgrowth of STRs



KEY CONSIDERATION

Balance competing expectations. By their nature, short-term rentals can be a contentious issue, with strongly vested interests on all sides. Each stakeholder will have to make concessions from their vision of "ideal" regulations, so helping the community and STR platforms understand that compromise is needed is critical to setting realistic expectations. Having a clear policy goal will also help coalesce stakeholders around the city's broader vision and help justify policy choices.



CITY SPOTLIGHT: CHARLESTON, SC

The City of Charleston began regulating short-term rentals in 2012, when it adopted regulations that allowed commercially zoned properties to be rented as short-term rentals in the Cannonborough Elliotborough neighborhood. The goal of the regulation was to bring reinvestment into vacant, abandoned and distressed properties in the neighborhood. In subsequent years, the city saw an increase in the number of short-term rental units in Cannonborough Elliotborough and throughout Charleston. With a growing number of short-term rentals and an incoming mayor interested in revisiting short-term rental regulations, the policy moved to the forefront of Charleston's agenda again.

In 2016, the mayor and City Council began the process of updating short-term rental regulations by appointing a committee of local citizens to study and provide recommendations on short-term rentals. The committee included residents, representatives of the city's preservation and historical societies, and tourism interests. Over time, a consensus was built around the goal to preserve the historic nature of downtown Charleston and allow short-term rentals to contribute to the local tourism economy, but only in such a way that did not alter the character of the city and negatively affect residents' quality of life.

Based on this consensus, the city developed a category-based short-term rental permitting system that requires most short-term rentals to be owner-occupied, and details additional requirements for properties located in downtown Charleston or in properties listed with the National Register of Historic Places.

DEVELOP AND PASS REGULATIONS

As the short-term rental industry continues to mature, it has become clear that complex regulations are not only cumbersome for hosts and residents of the city but are also unenforceable. Policies with clear goals, fair implementation and mechanisms for enforcement will help everyone.

APPLY A RACIAL EQUITY LENS

One of the most commonly cited benefits of short-term rentals is that they allow hosts to generate extra income from existing assets. While this may be true, hosting is most commonly available to those who own a home. Homeownership is inseparable from race and inequality in America. According to the latest estimates from the U.S. Census Bureau, the homeownership gap between White and Black households was 30 percent in 2020.⁴ According to NLC's ordinance analysis, only 38 percent of cities surveyed specifically allowed tenants to host a short-term rental. Even then, cities that do explicitly state that tenants are allowed to host require them to acquire written consent from their landlords or have a rental contract that allows them to sublet their unit. Tenants face a high barrier to host even in the minority of cities that allow them to.

The ability of short-term rentals to democratize the tourism industry is overstated when a majority of Black, Indigenous and People of Color (BIPOC) do not have access to homeownership. Given the divide in homeownership in America, the direct economic benefit of short-term rentals may exacerbate existing inequality. There is also evidence that hosts may discriminate based on race and ethnicity. A 2017 study of Airbnb data found that "applications from guests with distinctively African-American names are 16 percent less likely to be accepted relative to identical guests with distinctively White names."⁵ Airbnb has since made moves to fight bias and discrimination, including changing when guest pictures are shown to a host in the booking process.⁶ The city of Columbus, OH, passed a discrimination clause in its ordinance stipulating that a host shall not decline a potential guest, impose different terms or conditions, or discourage or indicate a preference for or against a guest based on race, gender, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status.⁷

38%

of cities surveyed specifically allowed tenants to host a short-term rental.



KEY CONSIDERATION

Recognize the role that short-term rentals play in exacerbating housing unaffordability. Consider dedicating some portion of STR permit or tax revenue towards affordable housing funds or homeownership opportunities, or earmarking general fund dollars for similar programs. Boulder, CO stipulates in its ordinance that "after administration expenses are met, any additional funds shall be placed in the city's affordable housing fund."⁸

PASS REGULATIONS EARLY

The short-term rental industry is rapidly growing. **Given the complexity of the policy and regulatory space, be proactive and establish regulations before short-term rentals have a negative impact on the community.** Establishing regulations gives cities the power to intervene when necessary. It is much easier to limit the spread of short-term rentals before they have proliferated than it is to retroactively remove them from the market. Establishing regulations also becomes increasingly controversial as more stakeholders have a vested interest in seeing them maintained. Even cities that have not yet faced the negative impacts of short-term rentals should pass regulations to regulate the STR market before they proliferate.



KEY CONSIDERATION

A common hurdle that cities face is what to do with pre-existing short-term rentals once a new ordinance is passed. In 58 percent of the cities reviewed in the NLC ordinance analysis, cities required existing hosts to comply with regulations or apply for a permit or license. Cities must communicate early and clearly with existing hosts about their responsibilities under a newly passed or revised ordinance to give them time to meet new regulations.

CRAFT SIMPLE REGULATIONS

Craft simple ordinances that are clear about policy goals. This will better equip leaders to engage in conversation with platforms, residents, property owners and other stakeholders invested in the ordinance outcome. Below is a list of common goals found in the ordinance analysis, and key ordinance elements to achieve those goals.

Policy Levers to Pull to Achieve Common Policy Goals

| POLICY GOAL | POLICY LEVERS |
|--|--|
| <p>PREVENT THE LOSS OF RENTAL HOUSING Prevent long-term rental properties from being converted to short-term rentals.</p> | <p>Adopt a permit requirement and institute a host residency requirement, which should prevent homeowners from renting properties solely as short-term rentals and prevent properties from being purchased for the sole purpose of operating as short-term rentals.</p> |
| <p>SLOW OR PREVENT THE OVERGROWTH OF STRS Prevent residential neighborhoods from being "overtaken" by guests to the detrimental of the neighborhood and residential feel of a neighborhood.</p> | <p>Adopt a permit requirement and set a specific quota (number or percentage) on the number of short-term rental permits that will be distributed in a particular geographic area (e.g., neighborhood, census tract, ZIP code, etc.).</p> |
| <p>COMBAT DISPLACEMENT The presence of short-term rentals can be particularly contentious in certain neighborhoods (e.g., neighborhoods that are experiencing displacement).</p> | <p>Adopt a permit requirement and set a quota on the number of short-term rentals that are allowed to operate in a specific zoning district or neighborhood, particularly areas of the city that are at risk of, or are currently experiencing displacement pressure. Beware that such quotas can limit existing low-income homeowners' ability to earn revenues from their homes. Therefore, consider how to equitably distribute permits.</p> <p>Consider dedicating some revenue generated from permit fees or taxes to affordable housing or home-ownership programs. Explicitly restrict affordable housing units from being rented out as short-term rentals.</p> |
| <p>PRESERVE THE RESIDENTIAL QUALITY OF NEIGHBORHOODS Limit problem properties such as party houses or houses with complaints.</p> | <p>Adopt a permit requirement and include a limit to the number of people that can stay in a short-term rental. This limit can be tied to the number of bedrooms in a short-term rental, or a total cap on the number that can stay in any type of property. A common limit that cities institute is two adults per bedroom.</p> <p>Require that short-term rental hosts provide their guests with a "Good Neighbor Guide" that summarizes all ordinances that guests are required to comply with during their stay (e.g., noise, trash, parking, etc.).</p> <p>Set restrictions on the number or percentage of short-term rentals that are allowed to operate in a particular neighborhood (or other geographic areas, such as census tract, ZIP code, etc.).</p> |
| <p>BALANCE THE NEEDS AND RIGHTS OF PROPERTY OWNERS AND NEIGHBORS While lawful hosts have the right to rent their properties out, they should not infringe on the rights of neighbors. Enable hosts to rent out their homes while also ensuring that residents know where and how to file a complaint.</p> | <p>Adopt a permit requirement and establish a process for revoking permits from properties in violation, such as a "three strikes" rule. If three verified complaints are filed within a certain time, the city can revoke a host's permit.</p> <p>Establish a 24/7 hotline that residents can phone to report non-emergencies without calling the local police department or law enforcement. Require short-term rental permit hosts to list a local contact who can be reached should an issue arise.⁹</p> |

| POLICY GOAL | POLICY LEVERS |
|--|---|
| <p>ENSURE HEALTH AND SAFETY OF GUESTS AND RESIDENTS Ensure the safety of guests and residents, including minimizing public safety risks and noise and trash complaints.</p> | <p>Adopt a permit requirement that requires each listing to include a local contact who can be reached at any time. Use this emergency contact if a complaint is filed. Stipulate that if the registered contact is not responsive, the host's permit risks being terminated.</p> <p>Institute a permanent residency requirement. City leaders report that most complaints come from non-owner-occupied units. Hosts may be more invested in their property if they, too, call it home.</p> <p>Require that short-term rental hosts provide their guests with a "Good Neighbor Guide" that summarizes all ordinances that guests are required to comply with during their stay (e.g., noise, trash, parking, etc.).</p> <p>Require an inspection, or, if the city cannot carry out inspections, stipulate that the city has the right to inspect a property should sufficient suspicion arise that the property is not up to code.</p> <p>Institute a process for revoking permits from properties in violation, such as a "three strikes" rule. If three verified complaints are filed within a certain time, the city can revoke a host's permit.</p> |
| <p>CAPTURING TAX REVENUE Ensure that revenue is being collected.</p> | <p>Adopt a permit requirement that will make it easier to identify whether hosts are complying and paying the appropriate taxes. Use permit and tax revenue to either hire additional staff or a third-party provider to help monitor compliance.</p> <p>Reach an agreement with platforms that requires them to automatically collect and remit taxes back to the city. Be wary of the transparency of the tax remittance process and ensure that the city's enforcement powers are not stifled.</p> |
| <p>SUPPORT TOURISM IN A BALANCED WAY Tourism is a key component to many local economies and short-term rentals can play a role in facilitating tourism without impacting residents if done in a balanced way.</p> | <p>Adopt a permit requirement and set an annual permit reapplication. Make clear that applications can be denied if regulations change. Adopting a formal permit requirement will not deter hosts from participating, so long as the permitting process is not overly cumbersome. Ensure the permit fees are reasonable and tied to the cost of administering the permit program.</p> |
| <p>ALLOW FOR ECONOMIC GAIN FOR RESIDENTS Short-term rentals can support wealth building for community members, although city leaders must pay attention to who is eligible to host.</p> | <p>Adopt a permit requirement. The permit system should be simple and easy to navigate, particularly if the city is trying to encourage more permanent residents to host on a part-time basis. If the administrative burden is too high, few will be willing to put in the effort.</p> |

INSTITUTE A PERMIT REQUIREMENT

Enforceable short-term rental ordinances require owners who want to host short-term rentals to acquire a permit before renting. In general, a permit requirement allows local governments to create and maintain a database of units and contact information for properties that are operating as short-term rentals. **The information provided in an application is key to enforcing the ordinance, allowing the city to have a point of contact to check in with when a property is not in compliance.**¹⁰ Without information on who is operating short-term rentals, cities are effectively rendered helpless in enforcing their regulations. Having an active database of short-term rentals in operation is key to moving from a reactive to a proactive approach to enforcement.

To ensure that hosts are acquiring permits, the city must have a mechanism to check to ensure compliance. Some cities, like San Francisco, have negotiated agreements with platforms that require the platform to put a permit number on the host listing.¹¹ In other cases, cities have hired third-party platforms to aid their enforcement efforts. The City of Nashville, TN, uses Granicus’s Host Compliance, a short-term rental compliance monitoring platform, to support enforcement efforts. According to Nashville officials, the Code Department was struggling to enforce its regulations when they were relying on a complaint-based process. The city was manually identifying STR addresses. With more than 60 active rental websites and private addresses and contact information, it proved to be too herculean an effort to maintain. Host Compliance’s online portal enables the city to identify illegal operators before there is a complaint, moving from reactive to proactive enforcement. Since implementing Host Compliance, Nashville has more than doubled its compliance rate to 91 percent.¹²



KEY CONSIDERATION

Without a clear and streamlined application or licensing process, applications may backlog. This leads to an unhappy and distrustful community and may encourage illegal rentals to operate while they are in the process of being considered for a permit. In some cases, operators will purposely and continuously file for permits and operate while under consideration.

Always tie the permit to the person, not the parcel. This will allow for natural attrition over time (e.g., someone sells their home, and the new owner must reapply for a short-term rental permit).

DETERMINE FINES AND FEES

Many cities adopt fine structures to incentivize compliance by short-term rental hosts. According to NLC’s analysis, fines range from \$200 a day to \$2,000 per violation, which may escalate each day. Beyond deciding the fine structure, cities must have adequate staff and resources to identify hosts who are not in compliance and communicate to hosts how to stay in compliance and avoid violations.

Fines should be proportionate to or more than the economic gains that potential violators can realize from breaking the rules, and should escalate for repeat violators, including the threat of revocation of a permit or license. Host Compliance offers the following fines and fees schedule for cities to consider:

Example Fine Schedule

| | 1 st violation | 2 nd violation | 3 rd violation | 4 th violation |
|---|---------------------------|---------------------------|---------------------------|---|
| Fine for advertising a property for short-term rent (online or offline) without first having obtained a permit or complying with local listing requirements | \$200 per day | \$400 per day | \$650 per day | Upon the fourth or subsequent violation in any twenty-four month period, the local government may suspend or revoke any permit. The suspension or revocation can be appealed. |
| Fine for violating any other requirements of the local government’s short-term rental regulation | \$250 per day | \$500 per day | \$750 per day | |

Notes:

- Any person found to be in violation of this regulation in a civil case brought by a law enforcement agency shall be ordered to reimburse the local government and other participating law enforcement agencies their full investigative costs, pay all back-owed taxes, and remit all illegally obtained short-term rental revenue proceeds to the local government.
- Any unpaid fine will be subject to interest from the date on which the fine became due and payable to the local government until the date of payment.
- The remedies provided for in this fine schedule are in addition to, and not in lieu of, all other legal remedies, criminal or civil, which may be pursued by the local government to address any violation or other public nuisance.

Source: Host Compliance



CITY SPOTLIGHT: LAKE PLACID, NY

The Village of Lake Placid collaborated with its justice court to define a short-term rental fine structure based on other successful cases. Lake Placid's short-term rental fines range from \$350 to \$1,000 for the first violation plus the costs that the village has incurred for enforcement (e.g., staff time and attorney fees). Each week that the violation is not remedied constitutes a separate offense. The second violation that occurs within five years will incur a fine of between \$1,000 and \$3,000. Short-term rental violations can be appealed within 30 days to the joint Town of North Elba/Village of Lake Placid Short-Term Rental Appeals Board by either the short-term rental property owner or the complainant.¹³ In most cases, hosts do not intentionally violate regulations, and disputes are often settled without the host incurring a fine.

ESTABLISH A CLEAR TAXING MODEL

Be mindful that there are multiple ways to capture revenue. In most cases, the owner/host is responsible for remitting taxes back to the city; however, several cities are trying to move the collection burden from hosts to the platforms. According to NLC's analysis, 82 percent of surveyed cities require the host to remit taxes directly to the city, while just 5 percent require the platform to collect and remit taxes on their behalf.

82%
of cities require the host to remit taxes directly to the city, while 5 percent require the platform to collect and remit taxes of hosts behalf.

Cities like Annapolis, MD, and Charleston, SC, require platforms to remit taxes back to the city on behalf of hosts, automatically collecting tax revenue from a booking when it is made. While it may be easier for cities to require platforms to remit taxes, beware that there is some ongoing controversy around whether cities get back all the taxes they are owed. Several cities in South Carolina, including Charleston, are suing platforms, alleging that they are not remitting full taxes.¹⁴

In addition to the transient occupancy tax, some city councils may add an additional tax or surcharge on short-term rentals. For example, Chicago, IL, passed a 4 percent surcharge in 2016 and another 2 percent surcharge in 2018.¹⁵ The surcharge funds supportive homelessness services and enforcement of the ordinance.¹⁶



KEY CONSIDERATION

Be mindful of how difficult it may be for hosts to remit taxes to the city. If a host has to remit taxes directly, consider how to make that process as simple and streamlined as possible. This not only makes it easier for hosts but ensures that the city is capturing more of the tax revenue it is owed. Include clear and concise instructions on how to remit taxes on the city's webpage and a user-friendly platform to make payments. Consider sending notifications to all short-term rental hosts about upcoming tax payments.

NEGOTIATE AN AGREEMENT WITH PLATFORMS

Cities have had varying success in building helpful agreements with platforms. Cities have a lot to gain by partnering with platforms; however, the relationship-building process can be contentious at times. These relationships are more likely to be positive when cities come to the discussion table with a clear goal in mind and communicate it with platforms. Cities may have the opportunity to negotiate agreements with platforms, such as voluntary collection agreements (VCAs) or memorandums of understanding (MOUs).

Voluntary Collection Agreements

A Voluntary Collection Agreement (VCA) typically involves a short-term rental platform agreeing to collect and remit transient occupancy taxes on behalf of its hosts. Agreements generally allow local governments to audit the platform, rather than the operator, but do not allow local governments to access information that could identify operators outside of the terms of the agreement.

Many short-term rental platforms have agreements with local governments. As of March 2019, Airbnb had more than 350 VCAs with state and local governments in the U.S.¹⁷ While VCAs allows local governments to receive a steady stream of transient occupancy taxes, officials in several states have expressed concerns that these agreements allow platforms to remit less to governments than they owe, a problem compounded by VCA provisions that hinder tax authorities' ability to audit platforms.¹⁸ See *the Appendix for more information on VCAs*.

Voluntary Collection Agreement (VCA):

A VCA typically involves a short-term rental platform agreeing to collect and remit transient occupancy taxes on behalf of its hosts.

Memorandum of Understanding

A memorandum of understanding (MOU) typically focuses on issues such as disclosing data, posting property registration numbers and removing illegal listings. Be aware that an MOU can include provisions that limit cities' enforcement power or create additional duties for cities. For example, in its draft MOU with the City of Denver, Airbnb included provisions that would have made the MOU confidential and require the city to resort to arbitration to resolve disputes. Together, these provisions would have limited transparency and hampered the city's ability to use the courts for its enforcement actions. Denver rejected the draft.¹⁹

MOUs may create additional duties for cities, such as when an MOU requires a platform to take down listings for unregistered properties but places the burden on cities to inform the platform about suspicious properties — a resource-intensive task. Cities may attempt to shift some of these burdens onto the platform. In one settlement with New York City, Airbnb agreed to automatically provide information for certain listings that met specific criteria.²⁰ In the City of Portland, OR's MOU with Airbnb, the two parties share duties: Airbnb is responsible for regularly reporting data about hosts and properties, and Portland is responsible for using the information it receives to verify that hosts have properly registered.²¹

Memorandum of Understanding (MOU):

A MOU typically focuses on issues such as disclosing data, posting property registration numbers and removing illegal listings.



KEY CONSIDERATION

Approach negotiated agreements well informed and with a clear policy goal in mind. Because VCAs and MOUs tend to be offered with standard language and provisions that benefit platforms and hinder city oversight efforts, cities should be prepared to analyze the agreements and decide whether and how to negotiate more favorable conditions.

ENFORCEMENT

The purpose of regulations should not just be to capture additional revenue but to minimize and mitigate the negative side effects associated with the uncontrolled growth of short-term rentals. Cities need to move away from reactive to proactive enforcement when possible. Effective enforcement is key to an ordinance's success. Without regulations that clearly define what a short-term rental is, a database of units being operated, and contact information for those units, cities are effectively rendered helpless in enforcing their regulations.

DEDICATE RESOURCES TO ENFORCEMENT

Dedicated resources, time, staff and money are necessary for successful enforcement. Short-term rental regulation enforcement can be revenue neutral or positive for municipalities when license, permit and tax revenue offsets costs.²² In some cases, cities can also leverage existing resources such as 311 service to take in short-term rental complaints.

Some examples of key enforcement components that require dedicated resources include:

- ◆ Hiring additional code enforcement officers to identify and flag repeat offenders
- ◆ Hiring a third-party platform to help with data collection and enforcement
- ◆ Hiring a web developer to create a "one-stop-shop" website for STR hosts and residents
- ◆ Hiring additional staff to set up and service a complaint hotline
- ◆ Instituting (re)inspections for violating properties



CITY SPOTLIGHT: COLUMBUS, OH

The most recent ordinance amendment in the City of Columbus allows the licensing department to deny, revoke or suspend a permit if there are three or more emergency calls made on a specific property in the previous 12 months (i.e., "three-call rule"). To help facilitate this system, the city's technology department created an internal database that connects the 311 service with the city's computer-aided dispatch software to allow enforcement to search the address on the map and know what type of emergency service was requested. City staff reference this database when an application is made or when a complaint about a property is filed. This allows the city to identify properties that have violated the ordinance or have passed the "three-call rule."

ENSURE EXTENSIVE COMMUNICATION AND MARKETING

Transparent and clear communication and marketing are critical to the success of an ordinance. Clear communication will support the ordinance's success (e.g., hosts, guests and residents know what the rules and regulations are) and is key to preventing community backlash when an ordinance is established or revisited.

Consistent contact with landlord associations and property owner groups allows the city to convey to hosts how to remain in compliance. This may be an opportunity to develop relationships with trusted voices in key groups who can serve as a liaison with the broader community and as a spokesperson for good hosting etiquette.

Regular contact with residents means that cities can convey the best way to file nuisance and safety complaints should there be a violation at a short-term rental. This helps communities feel like they have a trusted partner in the city to ensure community safety.



KEY CONSIDERATION

Consider hiring or assigning specific city staff to be liaisons with the community. Doing so may help establish trust among hosts, residents and the city, making room for more constructive conversations should something go awry. In addition, developing relationships with specific community members (e.g., hosts or residents) can help broaden the city's reach into the community. For example, hosts who have good relationships with the city can promote good hosting etiquette in the community.

MOVE REGISTRATION AND ADMINISTRATION SYSTEMS ONLINE

To the extent possible, cities should limit the administrative burden on city staff and platform users. Moving registration or licensing systems online (while keeping the paper application option open) makes the process more seamless for hosts and less cumbersome for city staff who process those applications.

Beyond moving the registration or licensing system online, consider launching a centralized, accessible and easy-to-use webpage with all relevant short-term rental information. One common complaint that cities receive is that short-term rental regulations are difficult to understand. In most cases, it is not that the regulations themselves are too complex, but that regulations are not transparent and explained in an accessible way. Launching a webpage that is regularly updated keeps the community informed. According to a recent 2022 report and survey from Rent Responsibly and the College of Charleston, 49 percent of surveyed short-term rental hosts got information from government websites about local regulations that affect short-term rentals.²³ Furthermore, this webpage can serve as a resource for city staff who are not experts on short-term rentals but may be required to liaise with the public about them.





CITY SPOTLIGHT: HENDERSON, NV

The City of Henderson set up an easily navigable webpage with information on short-term rentals, including application materials and answers to frequently asked questions.²⁴ This webpage serves as a “one-stop-shop” for hosts, residents and staff. The short-term rental webpage has the second-highest number of hits on the Henderson website.

On the webpage hosts can:

- ◆ Find the most up-to-date short-term rental ordinance and state laws that apply to short-term rentals
- ◆ Register their short-term rental
 - Find city contact information to support them through the registration process
 - Find clear lists on how to apply and what documents are needed
 - Find application forms that are easy to download or file online
- ◆ Renew their short-term rental registration
- ◆ Pay their transient lodging tax and fees
 - Find tax forms that are easy to download

On the webpage residents can:

- ◆ Find relevant short-term rental regulations, including the city ordinance and state laws that apply to short-term rentals
- ◆ Locate the complaint phone hotline to report any illegal short-term rental or to file noise, trash, parking, occupancy or other nuisance complaints
- ◆ Access the complaint website to submit a complaint online

REVISIT AND ADAPT

The short-term rental market is consistently in flux, meaning regulations may have to change to meet the market and evolving community needs. Regularly revisit your ordinance to ensure that it still has the right balance of competing expectations and alignment with city goals.

ESTABLISH A FEEDBACK LOOP

Particularly when first passing an ordinance, be intentional about setting metrics of success that align with policy goals. These qualitative and quantitative policy goal-aligned metrics will determine how performance is evaluated. Setting a dedicated evaluation period following the passage of a short-term rental ordinance will allow for better evaluation and help generate ideas of how to improve an ordinance. Make sure the public and the hosts understand that the regulation may change at the end of the evaluation period.

Build in a recurring check-in with relevant stakeholders to determine whether the short-term rental ordinance is meeting the city’s originally stated goal, and if not, what needs to be adjusted. This is where the feedback loop is particularly important. Keep an open line of communication with relevant stakeholders (e.g., landlord associations, property owners, residents, housing advocates, community groups, hotels, tourism agencies, etc.) to better understand how the implementation of the ordinance is playing out.

In Fayetteville, AR, the city authorizes a 20-month sunset clause in its ordinance, allowing city leaders to conduct regular review and reauthorization of the ordinance.²⁵ Some adjustments have been made following these regular review periods, including increasing the occupancy tax rate to better fund the cost of enforcement, adjusting the cap on the number of short-term rentals allowed in the community and requiring a unit inspection.



KEY CONSIDERATION

If there is a recurring evaluation period for the ordinance, tell the community early on. Transparency is key to making sure hosts and residents know that regulations may change in the future. This may limit the potential backlash of changing regulations after passing them.



Conclusion

SHORT-TERM RENTALS ARE here to stay and, when regulated with care and the proper safeguards in place, can be integrated into the fabric of a community. STRs can enhance tourism, stimulate economic growth in targeted neighborhoods and give residents a way to supplement their income, but can also exacerbate racial inequity, put pressures on affordable housing and disrupt neighborhoods. With proper regulation, cities can enjoy the benefits of STRs and limit their negative impacts.

Regulating short-term rentals is not about limiting their potential, but about enacting the appropriate mechanisms to keep competing priorities and interests balanced. As cities consider regulations to address short-term rentals in their communities, it is important that they act promptly, remain focused on a clear policy objective, consider racial equity, actively engage with relevant stakeholders, develop and enforce clear regulations, and provide continuous review of ordinances. The resources found in this Action Guide can help our communities find the proper balance to effectively support and regulate this growing industry.

Appendix

Voluntary Collection Agreements (VCAs)

| | COMMON PROVISIONS | THINGS TO WATCH OUT FOR |
|--|--|---|
| COLLECTION AND REMITTANCE | Platforms agree to collect transient occupancy taxes from guests and remit the amount collected to the government taxing authority. | Without this provision, the platform may refuse to collect the tax, arguing that hosts are responsible for collection. Even with the provision, some platforms have been accused of under delivering taxes remitted to cities. |
| REPORTING AGGREGATE INFORMATION | <p>The platform agrees "reasonably to report aggregate information" related to its collection and remittance of transient occupancy taxes to the tax authority.</p> <p>Aggregate information includes the total amounts of receipts, exemptions, adjustments and so forth, but does <i>not</i> include individualized information for specific properties.</p> | Aggregate information does not allow cities to gather individualized information on particular properties. |
| DETERMINING LIABILITY FOR TAXES | The platform agrees to be held legally responsible for failure to report, collect or remit the transient occupancy taxes, and the tax authority agrees not to hold individual hosts responsible for reporting, collecting or remitting taxes on their property. | |
| WAVIER OF LOOK-BACK | The tax authority agrees not to pursue any actions to recover unpaid taxes that had been due before the date the agreement went into effect. | If the city has not yet received payments from a large proportion of STRs, then waiving all claims on taxes owed before the VCA's implementation will result in the city potentially forfeiting a significant amount of tax revenue. On the other hand, a city may not have the capacity to go after back taxes, and be mostly concerned with collection of future taxes, making waiver of past tax liability a lower priority. |
| NOTIFICATION TO HOSTS AND RENTERS | The platform agrees to notify hosts and renters that it will be collecting and remitting transient occupancy taxes for their transactions. | |

| | COMMON PROVISIONS | THINGS TO WATCH OUT FOR |
|-----------------|--|---|
| AUDITING | <p>The tax authority agrees to audit the platform on the basis of its tax returns and supporting documentation, rather than on audits of individual renters or hosts. Some VCAs also state that the tax authority cannot audit individual renters or hosts until it has finished auditing the platform and a tax issue remains unresolved.</p> <p>All transaction and tax data reviewed by a city tax authority must be anonymized. If the city suspects wrongdoing on the part of a specific host, it must first audit the anonymous data, then pick out suspicious transactions, and then finally obtain a subpoena to get identifiable data from the platform.</p> <p>The tax authority agrees to limit the number of times it will audit the platform (e.g., to only audit the platform once every two years, and to only audit transactions conducted over a 12-month stretch.)</p> | <p>This may limit the tax authority's access to data and ability to audit individual hosts and affect city efforts to enforce home-sharing laws. Cities such as Culver City, CA, have negotiated alternative provisions ensuring that they can continue to audit individual hosts if they receive information about the property's violations from another source.²⁶</p> <p>Anonymized data may mean that cities can only use <i>aggregate</i> information, which prevents cities from investigating individual cases of violation. For example, Snowmass, CO, states that it will audit "on an anonymous numbered account basis," suggesting that disaggregation is not required.²⁷ Cities can also suggest alternative kinds of privacy protection that allow for individualized reports, such as pseudonymizing information.</p> <p>VCAs typically provide that all information about hosts and guests will remain <i>anonymous</i> unless the city has completed an audit of the platform and served the platform with a subpoena or similar legal process. Cities may want to negotiate changes to this provision to allow them to ensure that properties are registered. For example, if cities have already passed ordinances requiring registration, their audits might request information about the registration number.</p> <p>Cities can negotiate limits on audit frequency to allow for more frequent and tailored enforcement efforts. For instance, the audit frequency in Pacific Grove, CA, is once every 36 months; although this period may still be too long for many cities to effectively audit home-sharing, it does indicate that VCAs' time provisions can vary.²⁸</p> |

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RESOLUTION NO. 2022-173

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A CONSULTING AGREEMENT FOR THE SHORT-TERM RENTAL ADMINISTRATION PROJECT WITH GRANICUS, LLC

WHEREAS, the City of Escondido (“City”) desires to engage the services of a consultant to provide support in the implementation and ongoing administration of a short-term vacation rental (“STVR”) project for three years with options to extend up to an additional two years; and

WHEREAS, the City issued a request for proposal for professional support services; and

WHEREAS, proposals from four firms were opened on October 3, 2022; and

WHEREAS, the evaluation process determined that the proposal of Granicus, LLC is in the best interests of the City; and

WHEREAS, the Director of Development Services has recommended the execution of the Agreement with Granicus, LLC, for the City’s short-term rental administration project; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said Agreement in an amount not to exceed \$35,307.50 in the first year and \$21,153 each year thereafter.

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 accepts the recommendation of the Director of Development Services.

3. That the City Council hereby authorizes the Mayor to execute, on behalf of the City, the Consulting Agreement with Granicus, LLC for the City's STVR project, which is attached hereto as Exhibit "A" and is incorporated by this reference, subject to final approval as to form by the City Attorney's Office.



CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of this _____ day of _____, 2022 ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Andrew Firestine
760-839-4556
("CITY")

And: Granicus
A LLC-P partnership
408 Saint Peter Street, Suite 600
St. Paul, MN 55102
Attn: Contracts, contracts@granicus.com
800-314-0147
("CONSULTANT").

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

WHEREAS, the CITY has determined that it is in the CITY's best interest to retain the professional services of a consultant to provide professional support services in the implementation and ongoing administration of short-term vacation rental ("STVR") administration services;

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

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

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

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

2. Compensation. In exchange for CONSULTANT's completion of the Services, the CITY shall pay, and CONSULTANT shall accept in full, an amount not to exceed the sum of **\$119,919.50** as described in Attachment A. CONSULTANT shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent.
3. Performance. CONSULTANT shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.
4. Termination.
 - a. The Parties may terminate this Agreement for any reason upon providing the other party with sixty (60) days' advance written notice. Either Party may terminate this Agreement for cause upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the notifying Party provides written notice of the breach. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONSULTANT, then CONSULTANT shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the Services.
 - b. Effect of Termination. Upon expiration or termination of an order or Scope of Work ("SOW") for any reason: (i) CITY's right to access and use the products will immediately cease (except for perpetual licenses granted under an order, which will continue to be governed by this Agreement for the duration of the license); (ii) CITY will promptly remit any fees due to CONSULTANT under all orders and SOWs; (iii) CONSULTANT will promptly cease performance of any Services; and (iv) the Parties will return or destroy any Confidential Information of the other Party in its possession, and certify upon request to the other Party of compliance with the foregoing. CITY will have thirty (30) days from the expiration date of a subscription to extract or download any content stored in the products. CONSULTANT has no obligation to retain any content after such thirty (30)-day period nor is CONSULTANT responsible for extracting the data on CITY'S behalf absent separate written agreement and the payment of additional fees."
5. City Property. All original documents, drawings, electronic media, and other materials prepared by CONSULTANT specifically and exclusively for the CITY pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONSULTANT for any other purpose without the CITY's prior written consent.
6. Insurance Requirements.
 - a. CONSULTANT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONSULTANT, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed

- operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.
 - (3) *Workers' Compensation.* Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) *Professional Liability (Errors and Omissions).* Professional Liability (Errors and Omissions) appropriate to CONSULTANT's profession, with limits no less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate.
 - (5) If CONSULTANT maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.
 - (2) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies shall include the CITY (including its officials, officers, agents, employees, and volunteers) as additional insured
 - (3) *Primary Coverage.* CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
 - (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (5) *Subcontractors.* If applicable, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement. Subcontractors do not include entities that provide general services on behalf of CONSULTANT such as co-location or hosting providers, third party auditors or security contractors. Subcontractors will only include those third parties engaged specifically by CONSULTANT to perform services directly to CITY.
 - (6) *Self-Insurance.* CONSULTANT may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONSULTANT shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONSULTANT's (i) net worth and (ii) reserves for payment of claims of liability against CONSULTANT are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONSULTANT's utilization of self-insurance shall not in any way limit the liabilities assumed by CONSULTANT pursuant to this Agreement.
 - (7) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.

- c. *Verification of Coverage.* At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
- d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- e. *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage CONSULTANT must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
- f. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONSULTANT fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONSULTANT to stop work under this Agreement and/or withhold any payment that becomes due to CONSULTANT until CONSULTANT demonstrates compliance with the insurance requirements in this Agreement.

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

- a. CONSULTANT will defend, indemnify and hold CITY harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the products or deliverables, as delivered to CITY and when used in accordance with this Agreement and the applicable order or SOW, infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable order or SOW (a "Claim").
- b. To the extent permitted by applicable law, CONSULTANT will have control of the defense and reserves the right to settle any Claim. CITY must notify CONSULTANT promptly of any Claim and provide reasonable cooperation to CONSULTANT, upon CONSULTANT's request and at CONSULTANT's cost, to defend such Claim. CONSULTANT will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. CITY may elect to participate in the defense of any Claim with counsel of its choosing at its own expense.
- c. If the products or deliverables are subject to a Claim of infringement or misappropriation, or if CONSULTANT reasonably believes the products or deliverables may be subject to such a Claim, CONSULTANT reserves the right, in its sole discretion, to: (i) replace the affected products or deliverable with non-infringing functional equivalents; (ii) modify the affected products or deliverable to render it non-infringing; or (iii) terminate this Agreement or the applicable order or SOW with respect to the affected CONSULTANT product or deliverable and refund to CITY any prepaid fees for the then-remaining portion of the order or SOW Term.
- d. CONSULTANT will have no obligation to indemnify, defend, or hold CITY harmless from any Claim to the extent it is based upon: (i) a modification to the CONSULTANT product or deliverable by anyone other than CONSULTANT; (ii) a modification made by CONSULTANT

pursuant to CITY's required instructions or specifications or in reliance on materials or information provided by CITY; (iii) combination with the products or deliverable with non-CONSULTANT software or data; or (iv) CITY's (or any authorized user of CITY) use of any products or deliverables other than in accordance with this Agreement.

e. This section sets forth CITY's sole and exclusive remedy, and CONSULTANT's entire liability, for any Claim that the products, deliverables or any other materials provided by CONSULTANT violate or infringe upon the rights of any third party.

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

8. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONSULTANT in entering into this Agreement, CONSULTANT shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent, except in the event of sale, merger, stock purchase, or asset purchase of CONSULTANT. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective, except in the event of sale, merger, stock purchase, or asset purchase of CONSULTANT. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
9. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
10. Independent Contractor. CONSULTANT is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
11. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONSULTANT.
12. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONSULTANT concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
13. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
14. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
15. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
16. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to

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

17. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
18. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONSULTANT shall promptly provide the other Party with notice of any changes to such contact information.
19. Business License. CONSULTANT shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
20. Compliance with Laws, Permits, and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONSULTANT shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
21. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONSULTANT agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/oprl/dprevwagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONSULTANT represents and warrants that all of its employees and the employees of any subcontractor retained by CONSULTANT who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONSULTANT affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONSULTANT agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.
23. 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.
24. Licensing/Permitted Use
 - a. Intellectual Property Ownership. The CONSULTANT and its licensors own all IP Rights in the products. CITY and its authorized users have no right, title or interest in the products

other than the license rights expressly granted herein. All rights not expressly granted in the products are reserved by the CONSULTANT or its licensors.

- b. License to Products. The CONSULTANT hereby grants CITY a non-exclusive, non-transferable license to access and use the products identified in the order during the term set forth therein. In addition to the terms of this contract and the order, product-specific license terms applicable to certain of the products can be found at granicus.com/legal/licensing and are hereby incorporated into this contract by reference. The CONSULTANT reserves all right, title and interest in and to all CONSULTANT products, including all rights not expressly granted to CITY under this contract
- c. Third Party Contractors. CITY may permit its third-party contractors to access and use the products solely on behalf of and for the benefit of CITY, so long as: (i) such contractor agrees to comply with this contract as if it were CITY; (ii) CITY remains responsible for each contractor's compliance with this contract and any breach thereof; and (iii) all volume or transaction-based use of the products includes use by contractors. All rights granted to any contractor terminate immediately upon conclusion of the services rendered to CITY that give rise to such right. Upon termination of such rights, contractor will immediately cease all use of the products and uninstall and destroy all confidential or proprietary CONSULTANT information in its possession. CITY will certify compliance with this section in writing upon CONSULTANT's request.
- d. Data Sources. CITY may only upload data related to individuals that originates with or is owned by CITY. CITY shall not upload data purchased from third parties without CONSULTANT's prior written consent and list cleansing services provided by CONSULTANT for an additional fee. CONSULTANT will not sell, use, or disclose any personal information provided by CITY for any purpose other than performing services subject to this Agreement.
- e. Content. CITY can only use products to share content that is created by or owned by CITY and/or content for affiliated organizations, provided that use by CITY for affiliated organizations is in support only, and not as a primary communication vehicle for such organizations that do not have their own license to the products. CONSULTANT is not responsible for any content used, uploaded or migrated by CITY or any third party.
- f. Advertising. CITY shall not use products to promote products or services available for sale through CITY or any third party without CONSULTANT's prior written consent.
- g. Restrictions. CITY shall not:
 - (1) Use or permit any end user to use the products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or tortious material or disrupt others use of the products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the products to make unauthorized entry into any other device accessible via the network or products;
 - (2) Use the products as a door or signpost to another server;
 - (3) Disassemble, decompile, reverse engineer or make derivative works of the products;
 - (4) Rent, lease, lend, or host the products to or for any third party, or disclose the products to any third party except as otherwise permitted in this contract or an order or SOW;
 - (5) Use the products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal

- information, or violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions; or
- (6) Modify, adapt, or use the products to develop any software application intended for resale which uses or competes with the products in whole or in part.

25. Representations; Warranties; Disclaimers.

- a. Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- b. Warranties:
- (1) Each party warrants that it has the rights necessary to grant to the other party the licenses granted in this Agreement.
 - (2) CONSULTANT warrants that it will perform its obligations in a professional and workmanlike manner in accordance with industry standards.
 - (3) CITY's sole and exclusive remedy and CONSULTANT's sole obligation for breach of the warranties in this Section are as follows: (i) for a breach of the warranty in Section 25.b.(1), the indemnity in Section 7 of this Agreement; and (ii) for a breach of the warranty in Section 25.b.(2) reperformance of the non-conforming Services, provided that CITY notifies CONSULTANT of a non-conformity in this Section during the thirty (30) day period following CONSULTANT's completion of the applicable Services.
- c. Disclaimers. EXCEPT AS EXPRESSLY STATED IN THIS THIS SECTION, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CONSULTANT DOES NOT WARRANT THAT PRODUCTS OR SERVICES WILL MEET CITY'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

26. Limitation of Liability

- a. EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO DATA, LOST PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. IN NO EVENT, EXCEPT FOR CITY'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THE ORDER OR SOW, OR CONSULTANT'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7 (INDEMNIFICATION, DUTY TO DEFEND, AND HOLD HARMLESS.), WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY CITY TO CONSULTANT IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. HOWEVER, IF CITY HAS PAID NO FEES UNDER THE TERMS OF AN ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO THE CLAIM, THE AGGREGATE LIABILITY OF CONSULTANT TO CUSTOMER FOR SUCH CLAIM SHALL NOT EXCEED FIVE THOUSAND DOLLARS (\$5,000).

27. Confidentiality. During performance of the Services, each party may receive Confidential Information of the other party.

- a. "Confidential Information" means all confidential and/or trade secret information of either party ("Disclosing Party"), including but not limited to: (i) CONSULTANT's products; (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication; and (iv) any information that should be reasonably understood to be confidential or proprietary given the nature of the information and the context in which disclosed, in each case that is disclosed to the other party ("Receiving Party") or to which the Receiving Party gains access in connection with performance of the Services.
- b. Subject to freedom of information, government transparency, or similar applicable law, each Receiving Party will receive and hold any Confidential Information in strict confidence and will: (i) protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (iii) not use any Confidential Information for any purpose other than in performance of this Agreement; (iv) restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information, but no less than a reasonable degree of care.
- c. If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance, unless such notification is prohibited by law or judicial order.
- d. The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this section; (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.
- e. Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided that the Receiving Party may retain a copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this section.
- f. Disclosing Party may be irreparably damaged if the obligations under this section are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this section or any other appropriate equitable order or decree.

28. CITY Responsibilities.

- a. Content. CITY will be solely responsible for the Content submitted to the products and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Content, including providing such to CONSULTANT. CITY represents and warrants it has the legal right to provide the Content to CONSULTANT and that such use

or disclosure does not violate the intellectual property, privacy or other legal rights of any third party. CITY grants CONSULTANT a limited, non-exclusive right during the Term to access and use the Content to provide the products and Services. Content does not include user feedback related to the products or Services, which CONSULTANT is free to use without any further permission or consideration to CITY. In addition, Content does not include data generated by use of the products, including system data and data derived from Content in an aggregated and anonymized form, which may be used by CONSULTANT for any and all business purposes including diagnostics and system and product improvements.

- b. Data Backup and Protection. CITY will maintain a back-up of any data or data files provided to CONSULTANT. For certain products, CONSULTANT offers functionality that requires subscribers to enable password protection of subscriber profiles and associated data. CITY assumes all responsibility for implementing and enforcing this security functionality in its sole discretion.
- c. Passwords. Sign-on credentials used to access the products are non-transferable. CITY is responsible for keeping all passwords secure and for all use of the products through CITY's sign in credentials.
- d. Cooperation. CITY will provide any assistance reasonably required by CONSULTANT to perform the Services, including timely review of plans and schedules for the Services and reasonable access to CITY's offices for Services performed onsite.
- e. Third-Party Technology. CITY will be responsible for securing all licenses for third party technology necessary for CONSULTANT to perform the Services (including the right for CONSULTANT to use such technology) and will be responsible for the performance of any third-party providing goods or services to CITY related to the Services, including such third party's cooperation with CONSULTANT.
- f. Support. Basic support and maintenance services provided to CITY for products ("Support") is included in the fees paid for the CONSULTANT product subscription or maintenance during the Term and will be provided in accordance with the Service Level Agreement set forth at www.granicus.com/legal/licensing. CONSULTANT may update its Support obligations under this Agreement, so long as the level of Support agreed to by the parties is not materially diminished due to such modification.

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____

Andrew Firestine, Director of Development Services

Betsy Sachs, Granicus, LLC

Date: _____

Signature

Name & Title (please print)

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

BY: _____

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

ATTACHMENT "A" Scope of Work

A. General

Granicus LLC, a Minnesota limited liability company ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with consulting services in the implementation and ongoing administration of short-term vacation rental ("STVR") administration services ("Project").

B. Location

Contractor will provide services remotely. They may also lead community discussions virtually or in-person at City Hall located at 201 N Broadway, Escondido, CA 92025.

C. Services

Consultant to provide the following services related to a STVR program development, implementation, rollout, and monitoring through its software modules and as more particularly described in Exhibits 1, 2, and 3.

Task 1. STVR consulting

- Collection of baseline information for the purpose of developing an STVR program
- Conduct interviews and exercises with local policy makers and staff and assess public attitudes towards STVRs to present a comprehensive analysis of regulatory and enforcement priorities in a community
- Provide the EngagementHQ software and staff training
- Prepare report that synthesizes data to present a comprehensive analysis of regulatory and enforcement priorities in a community
- Produce draft STVR regulations and coordinate with staff on staff reports and presentations

Task 2. Create and maintain database of STVRs units

- Identify the addresses of the properties listed for STVR from all applicable STVR websites operating in Escondido
- Create and maintain a comprehensive inventory of all STVR and their hosts in the City of Escondido from all applicable STVR websites operating in Escondido and other applicable sources. The inventory shall include, but is not limited to, the listing URL, location, host name, property type, room type, maximum occupancy, number of bedrooms, rental frequency, rental rate, minimum/maximum stay, and TOT payments
- Regularly monitor STVR listings and update data accordingly
- Create a database with the data that can be exported and analyzed in GIS, CSV, excel or other program formats or platforms specified by the City sufficient for the City to use for outreach, monitoring and compliance purposes

Task 3. Register STVR units

- Collect applications for STVR housing
- Review applications and verify compliance with all applicable codes, license and tax requirements and statutes
- Maintain database of all registered STVR units.

ATTACHMENT "A"

Scope of Work

- Provide billing and remit information to all hosts

Task 4. Perform outreach

- Notify all hosts operating in the City of Escondido of the requirement to register and obtain all required authorizations and permits, business license, and pay all required taxes and fees
- Perform community outreach regarding the STVR program,
- program requirements, and how to register complaints
- Develop outreach materials and submit to the City for approval
- Coordinate with City staff regarding the operational requirements and complaint and enforcement process

Task 5. Conduct ongoing assessment of STVRs for compliance with City codes, requirements and statutes

- Monitoring of STVR properties for zoning and permit compliance on either a weekly basis or another frequency agreed upon by the City
- Advanced ability to precisely segment and target different types of letter recipients using an unlimited number of different form letter templates
- Cloud-based self-service letter template management system to give city staff the ability to manage and update letter templates and mailing criteria
- Always up-to-date list of STVRs operating illegally or not in compliance with zoning, permitting, nuisance issues, and records of all past attempts to bring the STVR into compliance

Task 6. Manage the payment of all taxes and fees

- Collect, process and submit to the City of Escondido all taxes and fees
- Pursue delinquent payments from hosts
- Assist with audits as needed
- Provide reports to City's Finance Department for account reconciliation purposes
- Provide monthly statistical reports on the volume, amounts, quantities and payment data
- Consolidated utilization and revenue estimates across listing platforms using advanced revenue, utilization, and tax fraud detection algorithms.
- Continuously updated list of STVR owners suspected of non- or underreporting taxes
- Other payment management services as needed

Task 7. Assist the City with all code enforcement activities

- Monitor STVRs for compliance with City codes, requirements and statutes. Prepare and submit on either a weekly basis or another frequency agreed upon by the City, a master list of STVR rental units known or suspected to be operating in violation of City codes, requirements or statutes. Track those STVRs that have been suspended or revoked to ensure they are not advertised or used for during the prohibition period
- Prepare and submit on either a weekly basis or another frequency agreed upon by the City, a master list of STVR units known or suspected to be operating in violation of City codes, requirements or statutes
- Reach out to non-registered, unpermitted and/or non-compliant STVR property owners
- Assist with other enforcement activities as needed
- Provide staffing for a 24-hour phone number/hotline to register complaints and
- for relaying/documenting that information to the City's Code Enforcement, and/or Police Department

ATTACHMENT "A"

Scope of Work

- Have the capability to allow complainants to easily share evidence of alleged STVR ordinance violations (i.e. video, photo and audio evidence) through technology methods
- Real-time outreach to owners/managers of problem STVR properties (whenever owner's contact information is known)
- Full documentation of owner/manager outreach activities
- Automatic escalation of issues to emergency responders where required

Task 8. Coordinate with City staff

- Provide reports, analysis, documentation and access to online data as required
- Participate in-person meetings or calls with City staff on a periodic basis

D. Scheduling

Consultant to schedule specific dates of work in advance by contacting Andrew Firestine at 760-839-4556 or afirestine@escondido.org.

Estimated Timeline:

| Timeline | Description |
|-----------------|---|
| Week 1 | <ul style="list-style-type: none"> • Kick Off Call • Discovery & Requirements Gathering |
| Weeks 2-4 | <ul style="list-style-type: none"> • Assessor and permit data received • Address Identification Process Kicks Off |
| Weeks 5-16 | <ul style="list-style-type: none"> -Conduct staff training on EngagementHQ -Launch EngagementHQ -Commence public engagement and outreach process -Interview key staff and policy makers -Produce background conditions report -Draft STVR regulations |
| Weeks 17-20 | <ul style="list-style-type: none"> - Create framework for mobile permitting and tax collections - Finalize Compliance Monitoring letters - Establish lettering criteria - Midway satisfaction survey sent |
| Weeks 21-23 | <ul style="list-style-type: none"> • Finalize Mobile Permitting and Tax Collection work • UAT Testing with Project Champion • Stakeholder Training • 24/7 Hotline Created |

ATTACHMENT "A"

Scope of Work

Weeks 24-26
 (GO Live & Hypercare)

- Go live satisfaction survey sent
- Introduction of your Customer Success Consultant
- Ongoing management plan established
- Rental Activity Monitoring module turned on

E. Contract Price and Payment Terms

The contract price shall not exceed \$ 35,307.50 for the first year of the contract, which reflects a prorated fee for certain subscription services that will performed once a STVR program has been adopted by ordinance by the City Council. The second and third years of the contract shall not exceed a price of \$21,653 each year. The contract price includes all labor, materials, equipment, and transportation required to perform the work. Services will be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services. If the City exercises its option to extend the contract, the price shall be \$21,153 each year for up to two years.

One-Time Fees

| Solution/Module | Billing Frequency | Quantity/Unit | One-Time Fee |
|--|-------------------|---------------|--------------|
| Address Identification – Set up and Configuration | Up Front | 1 Each | \$0.00 |
| Address Identification – Online Training | Up Front | 1 Each | \$0.00 |
| 24/7 Hotline – Setup and Configuration | Up Front | 1 Each | \$0.00 |
| 24/7 Hotline – Online Training | Up Front | 1 Each | \$0.00 |
| Compliance Monitoring – Setup and Configuration | Up Front | 1 Each | \$0.00 |
| Compliance Monitoring – Online Training | Up Front | 1 Each | \$0.00 |
| Rental Activity Monitoring – Online Training | Up Front | 1 Each | \$0.00 |
| Rental Activity Monitoring - Setup and Configuration | Up Front | 1 Each | \$0.00 |
| Mobile Permitting & Registration - Setup and Configuration | Up Front | 1 Each | \$0.00 |
| Mobile Permitting & Registration - Online Training | Up Front | 1 Each | \$0.00 |
| Tax Collection - Setup and Configuration | Up Front | 1 Each | \$0.00 |
| Tax Collection - Online Training | Up Front | 1 Each | \$0.00 |
| STR Regulation Consulting | Up Front | 1 Each | \$18,000.00 |
| EHQ Standard Implementation | Up Front | 1 Each | \$2,500.00 |

ATTACHMENT "A"

Scope of Work

| | | | |
|------------------------------|----------|--------|--------------------|
| EHQ Online Training Sessions | Up Front | 1 Each | \$0.00 |
| Subtotal | | | \$20,500.00 |

New Subscription Fees

| Solution/Module | Billing Frequency | Quantity/Unit | Annual Fee | Prorated Fee |
|--|-------------------|---------------|--------------------|--------------------|
| Address Identification | Annual | 1 Each | \$4,275.00 | \$4,275.00 |
| 24/7 Hotline | Annual | 1 Each | \$1,140.00 | \$475.00 |
| Compliance Monitoring | Annual | 1 Each | \$2,138.00 | \$890.84 |
| Rental Activity Monitoring | Annual | 1 Each | \$2,850.00 | \$1,187.50 |
| Enhanced Short-Term Rental Registration Portal | Annual | 1 Each | \$2,375.00 | \$989.58 |
| Enhanced Short-Term Rental Tax Collection Portal | Annual | 1 Each | \$2,375.00 | \$989.58 |
| Mobile Permitting & Registration | Annual | 1 Each | \$0.00 | \$0.00 |
| Tax Collection | Annual | 1 Each | \$0.00 | \$0.00 |
| Engagement HQ Project | Annual | 1 Each | \$6,000.00 | \$6,000.00 |
| Subtotal | | | \$21,153.00 | \$14,807.50 |

Future Year Pricing

| Solution/Module | Billing Frequency | Year 2 and 3 | Option Year 4 and 5 |
|--|-------------------|--------------------|---------------------|
| Address Identification | Annual | \$4,275.00 | \$4,275.00 |
| 24/7 Hotline | Annual | \$1,140.00 | \$1,140.00 |
| Compliance Monitoring | Annual | \$2,138.00 | \$2,138.00 |
| Rental Activity Monitoring | Annual | \$2,850.00 | \$2,850.00 |
| Enhanced Short-Term Rental Registration Portal | Annual | \$2,375.00 | \$2,375.00 |
| Enhanced Short-Term Rental Tax Collection Portal | Annual | \$2,375.00 | \$2,375.00 |
| Mobile Permitting & Registration | Annual | \$0.00 | \$0.00 |
| Tax Collection | Annual | \$0.00 | \$0.00 |
| Engagement HQ Project | Annual | \$6,000.00 | \$6,000.00 |
| Subtotal | | \$21,153.00 | \$21,153.00 |

The proposed annual prices also include all the cost of implementing and customizing the software and services, associated reporting, dashboards, data exports, and all training, support, maintenance, telephone, and software licensing fees. There is no separate pricing for yearly maintenance, data conversion, training costs, or any other associated costs, nor is there an implementation cost

F. Term

ATTACHMENT "A"

Scope of Work

The term of this Agreement shall be three years. The City, in its sole discretion, has two options to renew on a one-year basis.

Exhibit 1 – Granicus Response to RFP No. 23-05

Exhibit 2 – Proposal dated 11/30/22

Exhibit 3 – Service Level Agreement



GRANICUS

Request for Proposal No. 23-05 for Short Term Rental Administration

Response prepared for
the City of Escondido, CA

Response Submitted by Granicus
Proposal Contact: Betsy Sachs
Betsy.Sachs@granicus.com

Submitted on
September 29, 2022





September 29, 2022

City of Escondido, CA
Attn: Pedro Cardenas
201 N. Broadway
Escondido, CA 92025

Subject: RFP No. 23-05 – Short Term Rental Administration

Dear Pedro Cardenas:

We are excited about the opportunity to partner with the City of Escondido. Based on the background information provided in the RFP, and our extensive experience delivering these services and software to hundreds of cities and counties across North America (including other communities in Southern California such as Encinitas, Dana Point, Chula Vista, Temecula, and Murrieta), we believe we are uniquely qualified to perform the work described and well-positioned to help the City achieve its short-term rental ("STR") administration goals.

Our analysis of Escondido's local market shows that, like many of your neighbors, the City's STR market is incredibly dynamic. To be specific: when we analyzed the STR market one year ago, we found 100 active listings. Today, we find 137 active STR listings. This means that in just ONE YEAR, STR listings in Escondido grew by 37%!

Moreover, this net growth rate doesn't tell the whole story, and hides the fact that during the same one-year period: 68 listings were deactivated, 10 listings were reposted, and 95 new listings were created, resulting in a 57% annual turnover rate. **This means that only 45% of the listings currently active were found online at this time last year, and that the City would have had to identify 205 listings over the course of the year.**

At the core of our govService Host Compliance product offering, we have our Address Identification module, which powers our full suite of modules to help manage the many challenges posed by short-term rentals. We monitor 70+ STR websites, deduplicate listings, and leverage machine learning coupled with a team of more than 200 human analysts to provide our clients with an online dashboard with complete address information and screenshots of all identifiable short-term rentals.

We're confident that the govService Host Compliance solution is the best fit for the City of Escondido. Along with providing amazing customer service, our performance track record has led Granicus to become the leader in solutions that support government transparency and civic engagement.¹

In this response, we'll introduce Granicus and confirm our understanding of the project, and address each point requested in the Scope of Services and Deliverables (Section C of the RFP). After that, you'll find our Qualifications and Experience, Rate Sheet, and Schedule for Completion.

Thank you for the opportunity to present this proposal.

Sincerely,

Betsy Sachs
Territory Manager, Host Compliance
720-770-5578 | Betsy.sachs@granicus.com



About Us

THE GRANICUS ADVANTAGE

More municipalities rely on Granicus technology than any other short-term rental monitoring software provider. Granicus provides a one-stop-shop for solutions relating to the unique needs of communities – combining pre- during- and post-ordinance monitoring into one integrated platform.

Granicus also offers added functionality across content creation, communications, records management, and digital engagement services. That means more is possible with a single vendor than ever before.

HOW OUR COMPANY IS ORGANIZED

Granicus is an LLC-P (Partnership). We currently have over 975 FTEs and support over 6,500 accounts. Granicus and govDelivery were both independently founded in 1999 and merged in 2016. Other acquisitions include:

- Novusolutions in 2017, which expanded our meeting and agenda management offerings
- Vision in 2018, which expanded our offerings to CMS and website design
- IQM2 in 2018, which further expanded our meeting and agenda management offerings
- SouthTech Systems in 2018, which expanded our records management offerings
- Firmstep in 2019, which provided us with a new Civic Engagement Platform
- **Host Compliance in 2019**, which provided us with a new line of business monitoring and managing short term rentals for local governments
- Calytera in 2020, which allows us to provide Digital PCL & FOI services
- **BangTheTable** in 2021, which expanded our community engagement offerings
- OpenCities in 2021, which further expanded our CMS and Website Services offerings
- GovQA in 2021, which brought a new Public Request Management offering into our portfolio (CPRA)

OFFICE LOCATIONS

Washington D.C.

1152 15th Street NW, Suite 800
Washington, DC 20005
800.314.0147

Denver (HQ)

1999 Broadway, Suite 3600
Denver, CO 80202
800.314.0147

Saint Paul (Contracts and Payment)

408 St. Peter St, Suite 600
Saint Paul, MN 55102
800.314.0147

Canada

250 City Centre Ave, Suite 806
Ottawa ON K1R 6K7
800.314.0147

United Kingdom

The Beehive, City Place,
Gatwick, RH6 0PA
+44 (0) 800.032.7764

Website: www.granicus.com

FEIN #: 41-1941088

¹Granicus' statements regarding its plans, directions, and intent are subject to change or withdrawal without notice at Granicus' sole discretion. The information mentioned regarding potential future products is not a commitment, promise, or legal obligation to deliver any material, code, or functionality. Unless otherwise stated, this proposal is valid for 120 days.



Project Understanding

OVERVIEW OF PROPOSED SOLUTION

Granicus provides a one-stop-shop for solutions relating to the unique needs of communities – combining pre-, during-, and post-regulation monitoring into one integrated platform. We serve more than 400 local governments with short-term rental (“STR”) program management software today and have developed a deep understanding of what works, and what does not, when it comes to enforcing STR regulations.

Our deep expertise, customer focus, and data-driven approach to innovation enable us to help you quickly augment your existing processes with an integrated, cost-effective short-term rental administration solution that has been proven through widespread use in local governments.

Granicus' 100% cloud-hosted software solutions were designed specifically for governments like yours to spend less time managing the manual aspects of the short-term rental administration process and more time engaging important stakeholders in productive ways.

We do this by providing our clients with all the software necessary to streamline and automate everything from identifying short-term rental properties to paperless tax payment and collection. Our user-friendly and easy-to-deploy software solutions were built to make installation and deployment as effortless as possible.

OUR ANALYSIS OF ESCONDIDO'S MARKET

In order to meet the requirements of the City of Escondido's RFP for Short Term Rental Administration, we propose bundling our **Address Identification** solution, which forms the basis for the Host Compliance platform, with our **Compliance Monitoring, Permitting and Registration, Tax Collection, Hotline, and Rental Activity Monitoring** modules. The package would meet all the specifications in the RFP including the location, identification, and compliance verification of all STRs.

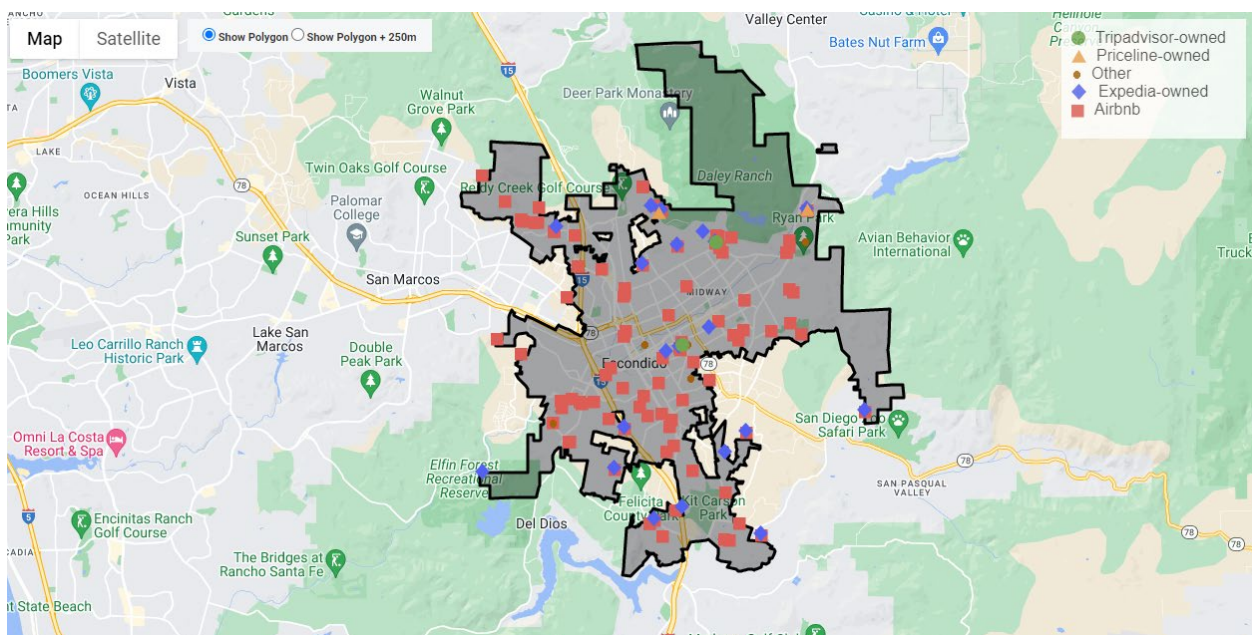


Figure 1 - Escondido's local market shows that the STR market is incredibly dynamic, with 137 active listings.



Address Identification: Enables communications with hosts and powers our full suite of modules to help manage the additional challenges posed by short-term rentals. We monitor 70+ STR websites, deduplicate listings, and leverage machine learning coupled with a team of more than 200 human analysts to provide our clients with an online dashboard with complete address information and screenshots of all identifiable short-term rentals. Activity is updated every 3 days through website scanning, and data can be exported into Microsoft Excel or CSV files.

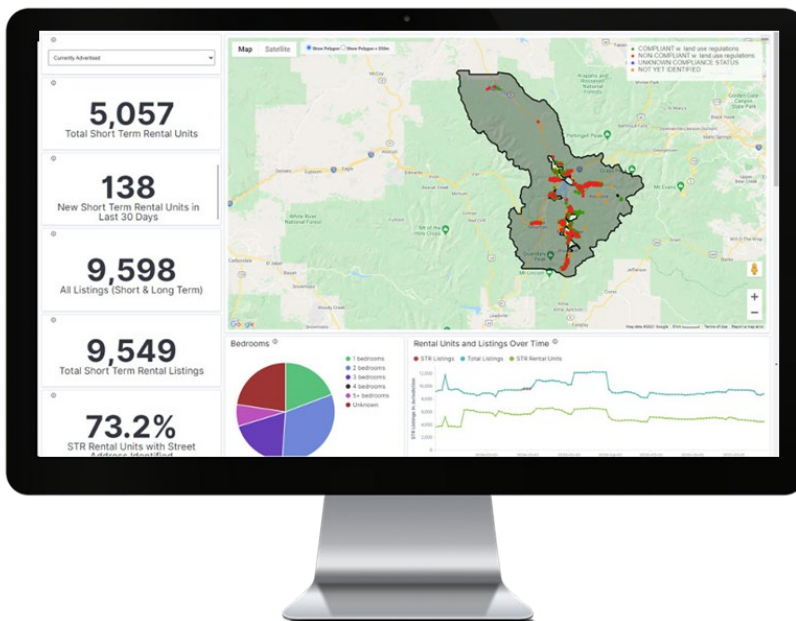


Figure 2 - The data and screenshots are made available to authorized users in an easy-to-use online dashboard and records management system and easily exported in Microsoft Excel or CSV file formats.

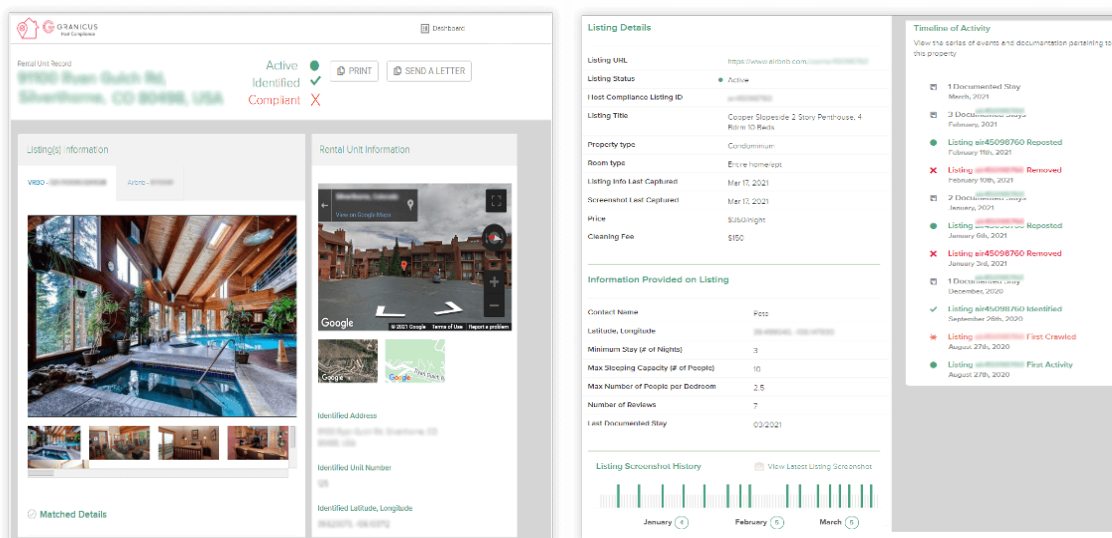


Figure 3 - Rental Unit Record - detailed analysis of individual rental units including listing details such as, property type, price per night, cleaning fees, min. night stay, max occupancy and more!



Compliance Monitoring: Ongoing monitoring of STRs for zoning and permit compliance, coupled with systematic outreach to illegal short-term rental operators. This also provides the rationale and evidence that is critical if there is ever a dispute with a homeowner over the availability of his/her property for vacation rental.

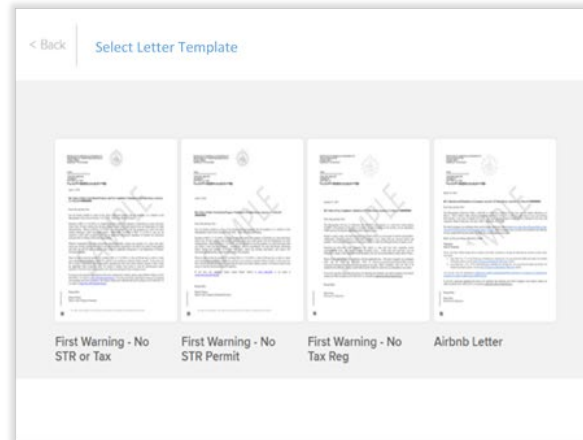
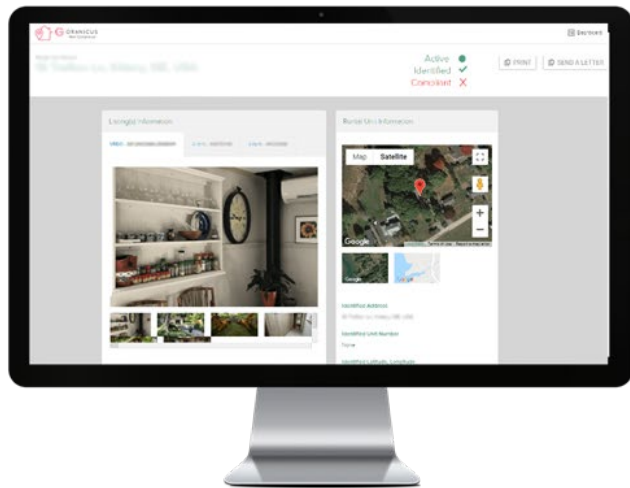


Figure 4 - Stay in control and save time by sending your enforcement letters with the click of a button.

Host Compliance Letters groeme.dompster

Quick Search Showing 1 to 50 of 99 entries

Add or Remove Filters

Has an Advertised Listing (Any) Meets STR Definition (Any) Property is now in compliance (Any) Land Use Compliance Status (Any) USPS Delivery Status (Any) Mailing Date (Any)

| Letter ID | Letter | Mailing Date | Recipient Status | USPS Delivery Status | Parcel Number | Unit Number | Recipient Name | Recipient Address | Property Address | Has an Advertised Listing | Meets STR Definition | Land Use Compliance Status | Returned | Letter was sent to correct recipient | Property is now in compliance | Rental Unit Record(s) | Report Issue | Add/View Comments |
|-----------|---------------------------------|---------------------|-------------------|----------------------|---------------|-------------|---------------------|---|--------------------------------------|---------------------------|----------------------|--|----------|--------------------------------------|-------------------------------|-----------------------|--------------|--|
| 187198 | First No Permit Letter | 2021-04-15 08:00 PM | Delivered | Delivered | 106 | | Stacy Pobatschnig | 989 Tahoe Boulevard #25U, Incline Village, NV 89451, US | 8 Water St, Kittery, ME | Yes | Yes | NON-COMPLIANT: Assessor record identified and we don't find a registration | No | Yes | No | Rental Unit Record | Report Issue | |
| 186792 | Second Warning No Permit Letter | 2021-04-08 08:00 PM | Delivered | Delivered | 1532A | | Stacy Pobatschnig | PO Box 8, Conway, NH 03816, US | 13 Cromwell St, Kittery, ME | No | Yes | COMPLIANT: No longer advertised | No | Yes | Yes | Rental Unit Record | Report Issue | |
| 123043 | First No Permit Letter | 2021-02-07 07:00 PM | Returned | Delivered | 5211 | | Ulrik Binzer | 901 Crest Ridge Dr, Atlanta, GA 30344, US | 6 Pocahontas Road, Kittery Point, ME | Yes | Yes | NON-COMPLIANT: Assessor record identified and we don't find a registration | Yes | Yes | No | Rental Unit Record | Report Issue | Address needed to be updated for current owner |
| 173041 | First No Permit Letter | 2021-02-07 07:00 PM | Invalid Recipient | Delivered | 492 | 3 | Stacy Pobatschnig | 8368 N Dodge, Boise, ID 83714, US | 12 Dorne St, Unit 3, Kittery, ME | Yes | Yes | COMPLIANT: There is a valid registration | No | No | Yes | Rental Unit Record | Report Issue | |
| 121682 | First No Permit Letter | 2021-01-31 07:00 PM | Delivered | Delivered | 6422 | | Kate Springer | 463 Ashwood Place, Boca Raton, Florida 33431, US | 10 Thaxter Lane, Kittery, ME | Yes | Yes | NON-COMPLIANT: Assessor record identified and we don't find a registration | No | Yes | No | Rental Unit Record | Report Issue | |
| 121568 | First No Permit Letter | 2021-01-26 07:00 PM | Delivered | Delivered | 1532A | | Stacy Pobatschnig | 989 Tahoe Boulevard #25U, Incline Village, NV 89451, US | 13 Cromwell St, Kittery, ME | No | Yes | COMPLIANT: No longer advertised | No | Yes | Yes | Rental Unit Record | Report Issue | |
| 188761 | First No Permit Letter | 2021-01-05 07:00 PM | Invalid Recipient | In Local Area | 396 | | Lacy Christopherson | PO Box 353, Georgetown, ID 83239, US | 16 Trafton Ln, Kittery, ME | No | Yes | COMPLIANT: No longer advertised | No | No | Yes | Rental Unit Record | Report Issue | |

Figure 5 - Complete history of letters sent including delivery status and the effectiveness of your outreach by automatically updating the compliance status.



Mobile Permitting and Registration: Fully configurable processes to meet your specific registration requirements. Make your STR registration processes available online and mobile-enabled, easy, and accessible. Guide applicants through what can otherwise be complex permitting workflows, with easy-to-read instructions and navigation. Bulk registration is supported if applicants have multiple properties to add. Online payments can be accepted and processed through an integrated third-party payment processor, Stripe.com.

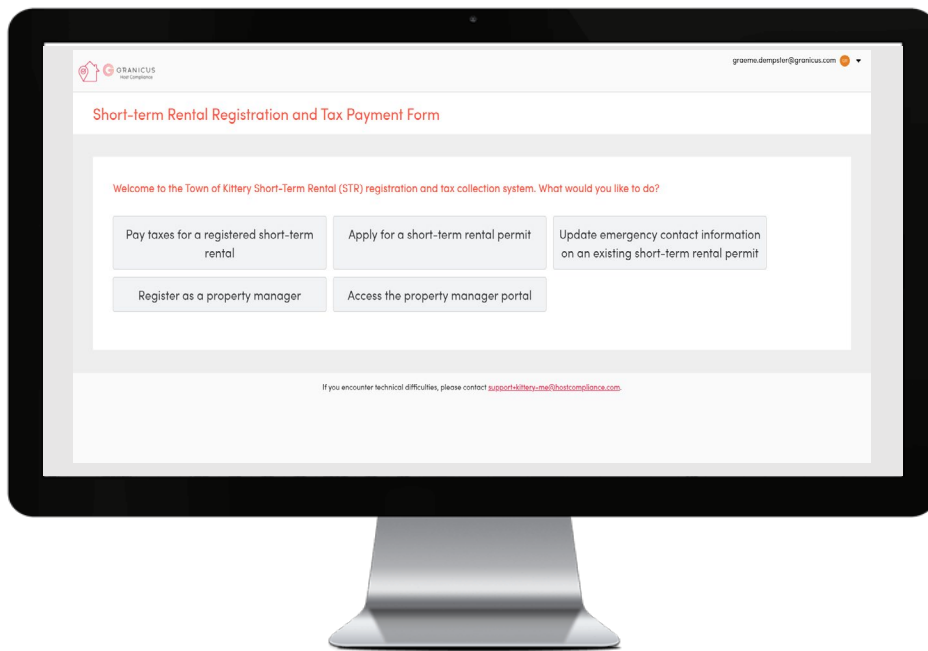


Figure 6 - Simplify permitting and registration processes for residents and significantly reduce the administrative costs on the backend.

Host Compliance Registrations

Showing 1 to 50 of 100 entries

Quick Search

Add or Remove Filters Pre-Defined Filter Combinations

No filters have been applied.

| Source | Parcel Number | Registration Number | Registered Address | Registered Unit Number | Permit Holder Name | Contact Email | Emergency Contact Phone | Signature | Documentation | Status Review | Created Date | Rental Unit Record(s) | Multiple Permits on a Parcel | Status | Add/View Comments |
|----------------------|---------------|---------------------|---|------------------------|--------------------|----------------------------|-------------------------|--------------------|---|---------------|---------------------|-----------------------|------------------------------|-------------------------|-------------------|
| registration_syst_em | 1624 | TEST21-0016 | 65 Wooddown Ave, Kittery, ME 03904, USA | | Kate S | kate.springer@granicus.com | 5555555555 | Katherine Springer | Site plan Utility bill, dated in last 3 months | New | 2021-05-17 07:53 AM | | No | Active | |
| registration_syst_em | 3026 | TEST21-0017 | 8-10 Trefeltham Ave, Kittery, ME 03904, USA | | Kate Spr | | | | | New | 2021-05-17 07:56 AM | | No | Active | Illegal parking |
| registration_syst_em | 4156 | TEST21-0015 | 28 Main St, Kittery, ME 03904, USA | | Kate Spr | | | | | New | 2021-04-27 03:32 PM | | No | Pending Approve or Deny | |
| registration_syst_em | | PM-4713186 | | | Kate S | | | | | New | 2021-04-27 09:56 AM | | Yes | Active | |
| registration_syst_em | 103 | TEST21-0008 | 144 Whipple Rd, Kittery, ME 03904, USA | | Matt Meisner | matt.meisner@granicus.com | 612708157 | Matt Meisner | | New | 2021-04-20 02:34 PM | | No | Active | |
| management_console | 548 | TEST21-0014 | 45 Wilson Rd, Kittery, ME 03904, USA | | Andrew Meggs | andrew.meggs@granicus.com | 6434093263 | | | New | 2021-04-23 01:11 PM | | No | Active | test |
| registration_syst_em | 552 | TEST21-0013 | Holey Rd, Kittery, ME, USA | | Andrew Meggs | andrew.meggs@granicus.com | 6434093262 | Andrew Meggs | | New | 2021-04-23 12:33 PM | | No | Pending Approve or Deny | Comment test |
| registration_syst_em | 554 | TEST21-0009 | 27 Main St, Kittery, ME 03904, USA | | Mike Bozich | mike.bozich@granicus.com | 9707089596 | Michael Bozich | | New | 2021-04-20 02:34 PM | | No | Active | |
| management_console | 6421 | TEST20-0036 | 14 Thaxter Ln, | | Graeme | graeme.dempster | 5195896761 | | Driver's license | Approved | 2020-08-13 | Chu7RY13- | No | Active | |

Manage pending registration

What would you like to do with the pending registration?

Approve Deny

Figure 7 - Easily manage the review and approval/denial process on a single screen.



Tax Collection: Make tax reporting and collection easy for hosts and staff to submit and review online. Automate penalties, interest calculations, reminders, and prompt owners for unreported periods and collect on back taxes. Property owner can enter payments received in person or by mail, from a variety of devices. Data is updated daily and can be exported into CSV files. Bulk tax remittance is supported.

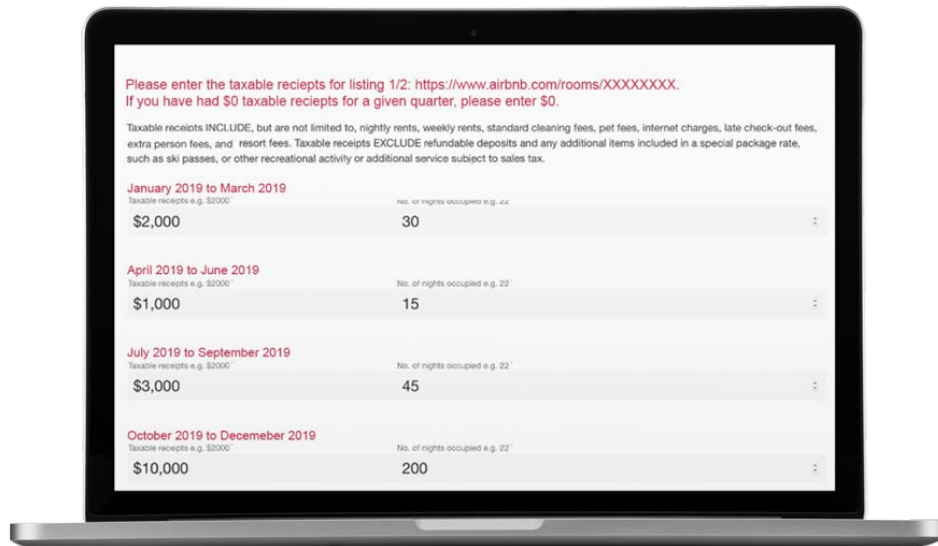


Figure 8 - Simplify your tax collection process and significantly reduce the administrative costs on the backend

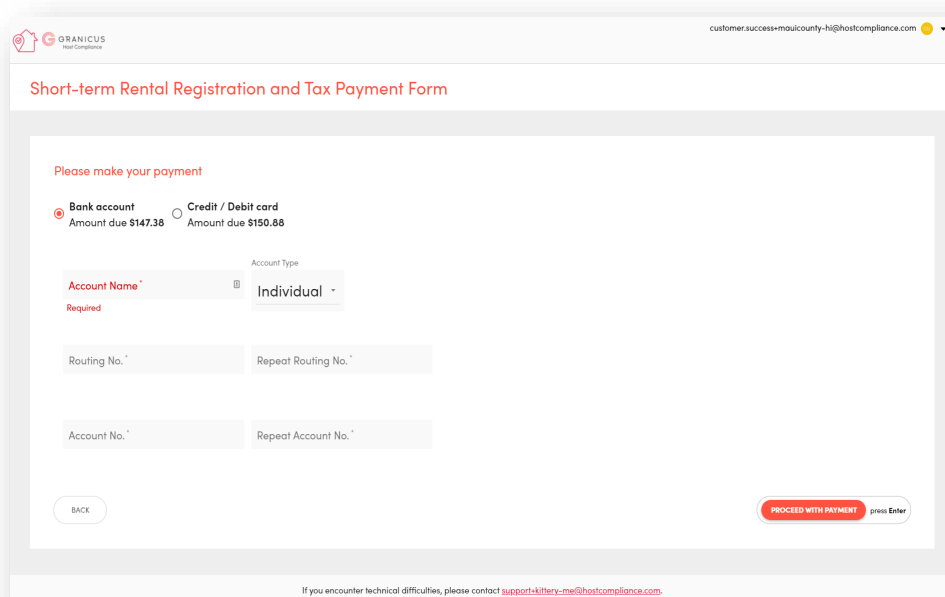


Figure 9 - Collect payment for hotel/occupancy/tourist tax online through secure payment portal and have it deposited in the account of your choosing.



24/7 Hotline: Make it easy for neighbors to report, prove, and resolve non-emergency short-term rental related problems in real-time, any day, at any hour. Improve response time with real-time outreach to the emergency contacts and escalate as designated. Communicate via text & by phone to 24/7 emergency contacts. Receive an email for every complaint received, with a recording of the phone call and full documentation including photos, video and/or audio recordings, etc.

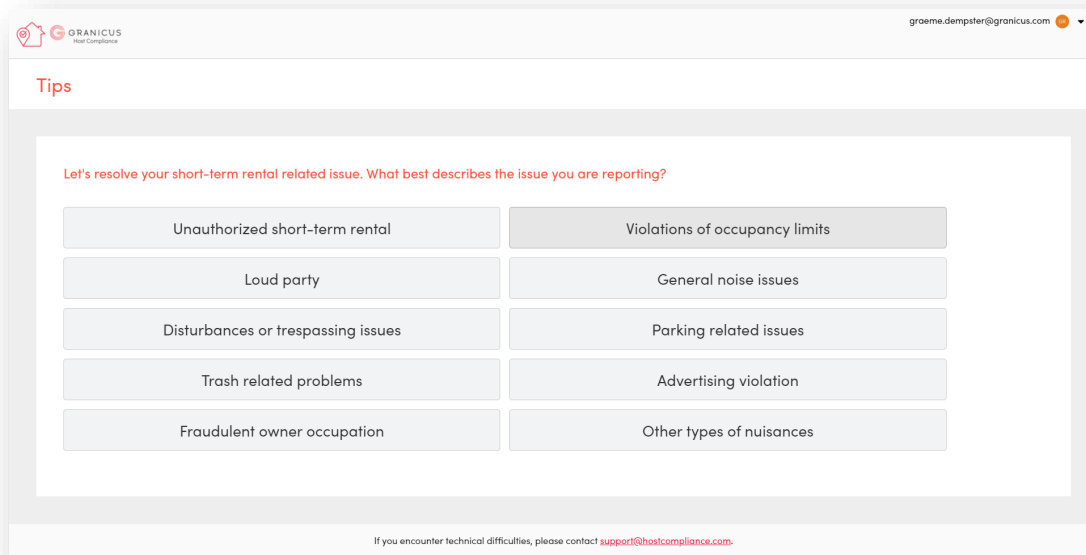


Figure 10 - Enable residents to report, prove, and resolve non-emergency problems any day, any time.

| Call Time | Caller Name | Caller Callback Phone | Call Recording | Reported Address | Reported Issue | Complaint Type | Unit Permit/Registration Number | Unit Emergency Contact Number | Caller Requested Notification of Unit Emergency Contact | Caller Requested Automatic Callback | Caller Indicated Problem Resolved | Caller Transferred to Police | Caller-Provided Evidence | Source | Status of Complaint | Add/View Comments |
|---------------------|---------------|-----------------------|----------------|---|--|------------------|---------------------------------|-------------------------------|---|-------------------------------------|-----------------------------------|------------------------------|-------------------------------|---------|---------------------|-------------------|
| 2021-05-23 11:26 PM | Emily Stewart | (615) 582-8081 | Call Recording | '' | Nuisance at a Short-term Rental; other: "She doesn't know the address. She got a voicemail from this number. Please call." | Other Complaints | | | Yes | Yes | No | Yes | | hotline | New | |
| 2020-10-29 02:31 PM | Jasmine Sivka | (970) 471-6649 | Call Recording | 145 Peppercorn Rd, Kithery, Maine | Nuisance at a Short-term Rental; loud party; Caller is stating that there is a large party outside. Please contact back! Thank You! | Noise | TEST20-0046 | (970) 471-6649 | Yes | Yes | Yes | No | | hotline | New | |
| 2021-07-11 12:30 PM | Tono Weeks | (949) 395-6020 | Call Recording | 1201 Hendius Lane, Estes Park, Colorado | Nuisance at a Short-term Rental; loud party; Caller stated she called last night at 11:30 regarding a party from 11:00pm to 2:30am at 1201 Hendius Lane, Estes Park, Colorado, 80517 and wanted to make sure there was not a repeat. | Noise | | | Yes | Yes | Yes | No | | hotline | New | |
| 2019-12-23 04:15 PM | David Marcus | (203) 233-9940 | Call Recording | 788 8th Avenue, San Francisco, California | Nuisance at a Short-term Rental; noise. He is calling regarding them having loud party since last night and is still | Noise | | | Yes | Yes | Yes | No | 1. Caller Provided Evidence 1 | hotline | New | |

Figure 11 - Complete history of all calls and online reported complaints, including call recordings and any supporting evidence provided by the complainant.



Rental Activity Monitoring: Provides you with estimated up-to-date list of occupancy and rental revenue for each property based on machine learning modules unique to govService Host Compliance. Automatically identify audit candidates who are under-reporting on taxes or exceeding occupancy regulations.

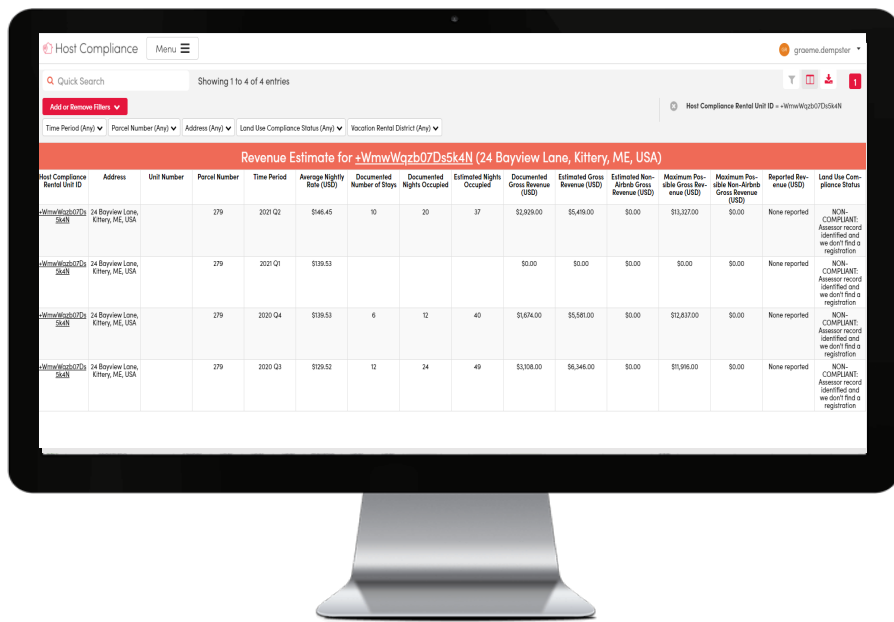


Figure 12 - Detailed breakdown of occupancy/rental frequency by short-term rental units including total Documented and Estimated nights occupied.

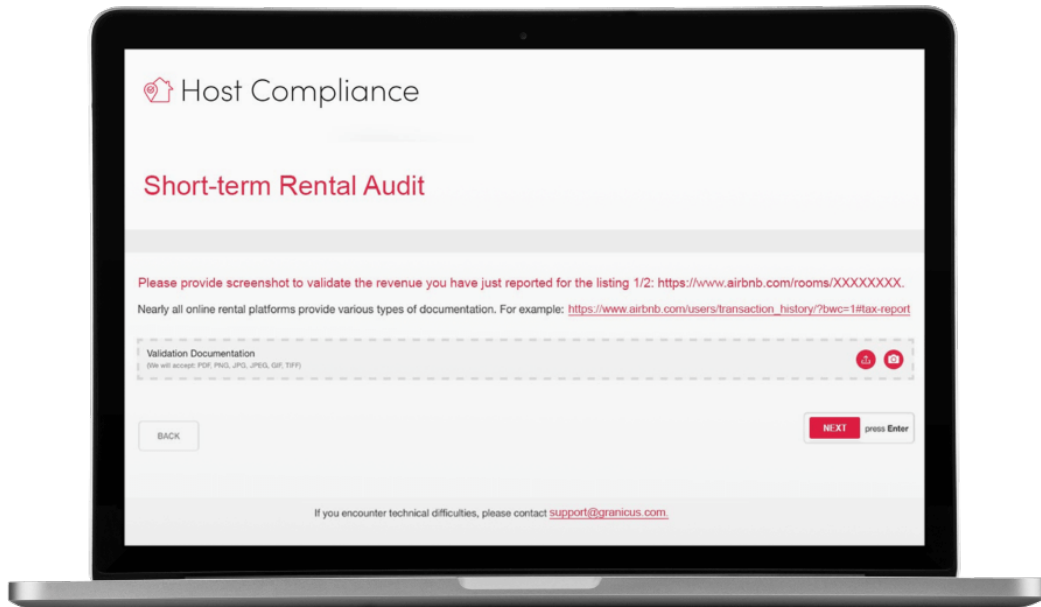


Figure 13 - Streamline the audit process by requesting all backup information through simple, interactive online forms – hosts can easily upload STR revenue statements to verify rental activity.



OPTIONAL: Online Engagement Platform: Provides the opportunity to give vastly more people access to information and enable them to have their say at a convenient time and place. It is the foundation for **inclusive, transparent, and measurable** community engagement processes that empower collaborative learning, discussion, and debate.

Our engagement platform, **EngagementHQ**, is a dedicated public participation platform to manage everything you need from consultation to collaboration. Turn community input into valuable insights, remove barriers to engagement, and reduce the time to a decision. EngagementHQ is a great addition to your outreach toolbox by supporting in-person outreach and serving as a project hub.

Make informed decisions – Purpose-built analytics let you see who is informed, aware, or engaged with your project. You can categorize responses, identify areas of interest, determine critical issues and missing demographics, and tailor outreach accordingly.

Get more people involved – Go beyond talking to the same ten people and meet participants where they are with embeddable and purpose-built engagement tools, social sharing, meeting streaming, smart search, and private and public participation modes.

- See how Steamboat Springs, CO used EngagementHQ to provide a hub of information and feedback opportunities for their Short-Term Rental project: <https://www.engageteamboat.net/str>

Report back to your community – EngagementHQ doesn't just organize your community engagements - it delivers what you need to execute them end-to-end.

Save time and resources – Compile a unified view of your community and streamline internal review and approvals processes with draft sharing, templates, and project previews. Access best-practice guides, dedicated helpdesk, 24/5 support, and trained moderators.

Fast-track moderation and security – Real human moderators protect you, your team, and your community against inappropriate behavior. Our unwavering commitment to accessibility and security means you can focus on building connections while we focus on compliance.





Scope of Services and Deliverables

The following pages address each point listed in Section C of the RFP.

| Phase 1: Collection of Baseline information, conceptual program development, and initial public outreach | | |
|---|-----------------------------|--|
| Requirement | Included or Optional | Feature/Comments |
| 1. Create and maintain a database of short-term rental units | Included | Address Identification will capture database of STRs. <i>Optional: EngagementHQ can provide public engagement and optional consulting service to draft regulations.</i> |
| Phase 2: Adoption and implementation of the preferred option identified in Phase 1, including creation and maintenance of database and short-term rental registration, and continued public outreach | | |
| Requirement | Included or Optional | Feature/Comments |
| 2. Register short-term rental units | Included | Mobile Permitting/Registration |
| 3. Perform outreach | Included | Compliance Monitoring/Outreach to STR operators |
| Phase 3: On-going program management, including the payment of all taxes and fees, assistance with code enforcement activities, and continued coordination with staff. | | |
| Requirement | Included or Optional | Feature/Comments |
| 4. Conduct ongoing assessment of short-term rentals for compliance with City codes, requirements, and statues | Included | Address Identification and Compliance Monitoring |
| 5. Manage the payment of all taxes and fees | Included | Tax Collection and Rental Activity Monitoring |
| 6. Assist the City with all code enforcement activities | Included | 24/7 Hotline |
| 7. Coordinate with City staff | Included | Standard Granicus Practice |
| Task 1. Create and maintain database of short-term rental units | | |
| Requirement | Included or Optional | Feature/Comments |
| Collection of baseline information for the purpose of developing the program | Optional | Development and delivery of a Background Conditions Report, which is a ten-page report that synthesizes Host Compliance data, interviews and exercises with local policy makers and staff, and public attitudes to present a comprehensive analysis of regulatory and enforcement priorities in a community. |



| | | |
|---|-----------------------------|---|
| Conceptual development of how an STR program could be implemented in the City of Escondido that may serve as a point of discussion with the City Council in a study session and with the community through a series of community meetings | Optional | See EngagementHQ project overview on page 11. |
| Conduct public outreach on conceptual options, leading to the selection of a preferred option | Optional | See EngagementHQ project overview on page 11. |
| Identify the addresses of the properties listed for short-term rental from all applicable short-term rental websites operating in Escondido | Included | Address Identification scans over 70 STR platforms for listings, deduplicates them, and identifies the addresses of listings. Our platform takes high-resolution screen shots of all active listings no less than every 3 days and provides full address and contact information for identifiable STR listings and all available listing information for non-identifiable STR listings, as well as other information, collecting over 150 data points. |
| Create and maintain a comprehensive inventory of all short-term rentals and their hosts in the City of Escondido from all applicable short-term rental websites operating in Escondido and other applicable sources. The inventory shall include, but is not limited to, the listing URL, location, host name, property type, room type, maximum occupancy, number of bedrooms, rental frequency, rental rate, minimum/maximum stay, and TOT payments | Included | |
| Regularly monitor short-term rental listings and update data accordingly | Included | |
| Create a database with the data that can be exported and analyzed in GIS, CSV, excel or other program formats or platforms specified by the City | Included | Filter and sort data on more than 150 data points and segment short-term rental listings by all relevant dimensions including zip/postal code, usage type, and property type. Host Compliance's data can also be filtered, segmented, and analyzed by listing platform, compliance status, # of bedrooms and bathrooms, maximum advertised occupancy, minimum # of nights available for rent, host Name/ID, first and last review dates, the date the property was first active, nightly rental rate, and many more. All reports can be configured and exported as Excel/CSV files. |
| Database should be sufficient for the City to use for outreach, monitoring, and compliance purposes | Included | |
| Task 2. Register short-term rental units | | |
| Requirement | Included or Optional | Feature/Comments |
| Collect applications for short-term rental housing | Included | Host Compliance builds tools for local governments that help them streamline the registration process and guide applicants through what could otherwise be complex permitting workflows. |



| | | |
|--|-----------------------------|---|
| Review applications and verify compliance with all applicable codes, license and tax requirements and statutes | Included | Easily review and approve or deny applications by cross-referencing documentation with compliance information. Confirmation emails are automatically sent to applicants during review. Printable PDF with Registration # and Expiration automatically emailed upon approval. Ability to perform follow-up outreach to properties who do not submit sufficient documentation. Staff explanation included in automatic email notification for denied applicants. Configurable review status (e.g., Department Reviews). |
| Maintain database of all registered short term vacation rental units. | Included | Permit data, once approved, is kept under the "registrations" page in the software and integrated with reports throughout the Address Identification module as well. |
| Provide billing and remit information to all hosts | Included | We provide integrated payment options for residents and allow for online payment collection (e.g., Credit Card, Debit Card and ACH). All payments are processed through an integrated third-party payment processor, Stripe.com, which is PCI compliant. |
| Task 3. Perform outreach | | |
| Requirement | Included or Optional | Feature/Comments |
| Notify all hosts operating in the City of Escondido of the requirement to register and obtain all required authorizations and permits, business license, and pay all required taxes and fees | Included | Compliance Monitoring helps ensure that everyone plays by the rules, that operators are educated, compliance is constantly monitored, cases of suspected non-compliance are thoroughly investigated, and the operators who fail to follow the rules are notified. |
| Perform community outreach regarding the short-term vacation rental program, program requirements, and how to register complaints | Included | Send property owners direct mail communications to make them aware of your STR regulations and requirements |
| Develop outreach materials and submit to the City for approval | Included | Get access to best practice communications that can be optimized for the best compliance results. We can supply examples of many letters that have been leveraged by jurisdictions around the country to communicate any number of messages with local STR operators, including "initial warning" letters, "notice of violation" letters, "renewal" letters, and more. The wording and format of these letters can be configured and the letters themselves placed on City letterhead. |



| | | |
|--|----------|---|
| Coordinate with City staff regarding the operational requirements and complaint and enforcement process. | Included | Our systems categorize all data points and compare them against your regulation requirements. We then automatically classify, and label all advertised short-term rental units for outreach based on their compliance status. |
|--|----------|---|

Task 4. Conduct ongoing assessment of short-term rentals for compliance with City codes, requirements, and statues

| Requirement | Included or Optional | Feature/Comments |
|---|----------------------|---|
| Monitoring of short-term rental properties for zoning and permit compliance on either a weekly basis or another frequency agreed upon by the City | Included | Compliance Monitoring includes ongoing monitoring of STRs for compliance (categorized as fully compliant, partially compliant, or non-compliant properties), weekly compliance reporting. |
| Advanced ability to precisely segment and target different types of letter recipients using an unlimited number of different form letter templates | Included | You can upload as many different letter templates into the Compliance Monitoring module as you require, which are each sent based on pre-determined criteria through Host Compliance reporting. |
| Cloud-based self-service letter template management system to give city staff the ability to manage and update letter templates and mailing | Included | At any time, the City may send our team letter template updates and edits to be reflected in the Compliance Monitoring module. |
| Always up-to-date list of short-term rentals operating illegally or not in compliance with zoning, permitting, nuisance issues, and records of all past attempts to bring the short-term rental into compliance | Included | Comprehensive monitoring and reporting for all proactive and reactive compliance outreach is included in the all-in-one dashboard. This includes newly listed compliant and non-compliant short-term rentals as their status changes. |

Task 5. Manage the payment of all taxes and fees

| Requirement | Included or Optional | Feature/Comments |
|--|----------------------|--|
| Collect, process, and submit to the City of Escondido all taxes and fees | Included | The Tax Collection module fully supports the collection of taxes and fees by STR operators and keeps a record of all payments in the Host Compliance system. |
| Pursue delinquent payments from hosts | Included | Rental Activity Monitoring helps identify and facilitate the tax auditing and collection process from properties who may be underreporting. |
| Assist with audits as needed | Included | Custom reports and analysis to support tax audits and other STR-related investigations. |
| Provide reports to City's Finance Department for account reconciliation purposes | Included | Reconciliation reports go out regularly as payments are processed by Stripe, and reports in the Host Compliance system are updated daily and can be manipulated as necessary and downloaded at any time from the Host Compliance software. |



| | | |
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| Provide monthly statistical reports on the volume, amounts, quantities, and payment data | Included | This information, found in the "Payments" portion of the software, and reflects payments as they are made in real time. This information can be segmented by any number of criteria, including by date of payment. |
| Consolidated utilization and revenue estimates across listing platforms using advanced revenue, utilization, and tax fraud detection algorithms. | Included | Rental Activity Monitoring allows you to monitor rental occupancy/rental frequency violations. Identify occupancy/rental frequency violations by STR listings for signs of rental activity. Reliable evidence of Documented Stays and Documented Nights Occupied. Proprietary algorithm to calculate Estimated Nights Occupied |
| Continuously updated list of short-term rental owners suspected of non- or underreporting taxes | Included | This data can be viewed in our "Audit Discovery" section of the software, which is included in Rental Activity Monitoring, where we provide estimated occupancy and rental revenue for each property. |
| Other payment management services as needed | Optional | Additional scoping may be required. |
| Task 6. Assist the City with all code enforcement activities | | |
| Requirement | Included or Optional | Feature/Comments |
| Monitor short-term rentals for compliance with City codes, requirements and statutes. Prepare and submit on either a weekly basis or another frequency agreed upon by the City, a master list of short-term vacation rental units known or suspected to be operating in violation of City codes, requirements or statutes. Track those STVRs that have been suspended or revoked to ensure they are not advertised or used for during the prohibition period | Included | Properties in the system can be identified based on their "compliance" status with your local code requirements and regulations. This is configured according to every customer's regulatory needs. Additionally, throughout the software you can leave case notes, upload pictures and documents, and add additional details for collaboration across enforcement teams. |
| Prepare and submit on either a weekly basis or another frequency agreed upon by the City, a master list of short-term rental units known or suspected to be operating in violation of City codes, requirements or statutes | Included | This information is constantly updated in many places in the Host Compliance system. |
| Reach out to non-registered, unpermitted and/or non-compliant short-term rental property owners | Included | This is the core functionality of the Compliance Monitoring module. |
| Assist with other enforcement activities as needed | Optional | Additional scoping may be required. |



| | | |
|---|----------|--|
| Provide staffing for a 24-hour phone number/hotline to register complaints and for relaying/documenting that information to the City's Code Enforcement, and/or Police Department | Included | Our 24/7 telephone hotline and online complaint resolution service allows neighbors to report non-emergency STR problems, submit evidence, and initiate automatic follow-up activities. We gather photo and video evidence of non-compliance to facilitate an evidence-backed citation. Stay updated with detailed reports and dashboards that track all short-term rental related complaints both in real-time and over time. |
| Have the capability to allow complainants to easily share evidence of alleged short-term vacation rental ordinance violations (i.e. video, photo and audio evidence) through technology methods | Included | |
| Real-time outreach to owners/managers of problem short-term rental properties (whenever owner's contact information is known) | Included | The Hotline module facilitates communication both via text & by phone call to 24/7 emergency contacts. |
| Full documentation of owner/manager outreach activities | Included | Receive an email for every complaint received, with a recording of the phone call. Receive full documentation in the Host Compliance system of all reported incidents — including digital recordings and written transcripts of all calls, and how each complaint was resolved by the 24/7 contact. |
| Automatic escalation of issues to emergency responders where required | Included | The Hotline allows for escalation or dispatch functionality if the issue is not resolved within an allocated time frame. Additionally, if an emergency call comes in, callers will be directed to hang up and contact 911 for a more appropriate and immediate emergency response. |

Task 7. Coordinate with City staff

| Requirement | Included or Optional | Feature/Comments |
|--|----------------------|--|
| Provide reports, analysis, documentation and access to online data as required | Included | Each staff member you identify will have access to the Host Compliance system. All information, documentation, and data points in the system are reflected in customizable online reporting functionality, which can be downloaded for offline use at any time. |
| Participate in-person meetings or calls with City staff on a periodic basis | Included | Our Implementation managers, and Customer Support team are available to attend meetings virtually throughout your tenure as a Granicus customer. This includes training, strategic review calls, and support calls as necessary. In-person meetings can be accommodated for an additional fee. |



| Task 8. Provide additional options in relation to short-term rentals. | | |
|--|----------------------|---|
| Requirement | Included or Optional | Feature/Comments |
| As experts in the short-term rental field, please provide additional program options or regulatory suggestions in your proposal that may assist the City with establishing this program. | Optional | EngagementHQ provides an online engagement platform to increase participation and support in-person engagement. See page 11 for more information. |



Qualifications and Experience

Granicus is a leading government software company with more than 5,500 local, provincial, state, and federal customers, which ensures that the Host Compliance software and services will remain ahead of the rapidly evolving sharing economy. We have been selected as a GovTech 100 company by Government Technology magazine for the past six years and have a 98% customer retention rate.

From a financial perspective, Granicus is extremely stable and invests more than \$20M annually in technology development. This investment means your community will benefit from the latest industry-leading advancements in STR identification and monitoring as well as leading security protocols to meet your data security and privacy law compliance needs. We can provide a detailed Security Overview for the City.

- **A list of qualifications and experience for each person who will be assigned by the prospective consultant or sub-consultant to work on the project;**

Project Team/Key Personnel

Once a contract is signed, a Project Manager and supporting team will be assigned to your project based on the final approved scope. The Project Manager will work with the City to define a timeline and set of goals, and then ensure that they are met by the end of the project.

Client resources assigned to this project shall be fully competent and capable of performing assigned duties, fulfilling project commitments, and communicating with all team members effectively.

The Host Compliance subscription includes the support of our fully staffed in-house Customer Success team, our Project Management team, and our Customer Support team at no additional cost, and we see every customer issue as an opportunity to obtain user feedback, as well as share the breadth of experience in what we have seen work for other customers.

We aggressively recruit outstanding talent which includes a former mayor, former city manager, former code enforcement officer, former sales tax administrator and former community development director. We have employees who have come from across the property management spectrum and who have conducted academic research on STRs.

We couple this experience with world-class engineering, management consulting, and data science experience. The Granicus Professional Services team consists of over 70 people distributed across our core offices. The team is primarily composed of implementation specialists and consultants that handle small to mid-level projects and have expertise in specific service areas (some of these additional offerings include data migrations, UX analysis, graphic and web design, development, and API configuration). These specialists are brought in as needed to augment our standard project teams.

Our Customer Success team will continue to proactively check in throughout the implementation process to ensure that implementation stays on track, culminating in training and handover to City staff, to be followed by continued user support and training for new users as may be required. We have no limits on the number of users that the City may authorize.



Meet Our Expert

Jeffrey Goodman is an urban planner, considered one of the nation's leading authorities on short-term rentals and how they impact communities. He has previously contracted with both the City of New Orleans and Airbnb and advised researchers on short-term rentals in a range of cities including San Francisco, Portland, New Orleans, and New York. Jeff has spoken about short-term rentals across North America, including at the APA's National Planning Conference. He graduated from Yale College and earned his master's of urban planning from Harvard University. He is the author of a recent featured article in Planning Magazine on the topic of STR regulation.

- **A list of at least three different projects previously completed by the prospective consultant and/or sub-consultant that are similar in size and scope to the Project.**

Granicus has completed similar projects for the following customers:

| | |
|-------------------------|--|
| Client Reference | Encinitas, CA |
| Main Contact | Bryant Jemison / 760-633-2688 / bjemison@encinitasca.gov |
| Client since | September 2018 |
| Solution | Address Identification, Compliance Monitoring, Hotline, Rental Activity Monitoring |

| | |
|-------------------------|--|
| Client Reference | Murrieta, CA |
| Main Contact | Chris Tracy / 951-461-6060 / ctracy@murrietaca.gov |
| Client since | October 2020 |
| Solution | Address Identification, Compliance Monitoring, Hotline, Mobile Permitting and Registration, Tax Collection, Rental Activity Monitoring |

| | |
|-------------------------|--|
| Client Reference | Coronado, CA |
| Main Contact | Marisa Smith / 619-522-2414 / msmith@coronado.ca.us |
| Client since | May 2018 |
| Solution | Address Identification, Compliance Monitoring |

Rate Sheet

3. Rate Sheet and Total Fee for Project: Rate sheets shall include, but not be limited to:

- a. Hourly wages for all staff that will be assigned by the prospective consultant and sub-consultant to work on the Project;**
- b. Estimate of the total number of hours to complete the Project; and**
- c. Total Not-to-Exceed fee of the prospective consultant's proposal, which shall be calculated based the hourly rates of staff assigned to the Project, sub-consultant fees, and the estimated number of hours to complete the Project. Any incidental costs and reimbursable costs shall be included in the total fee.**

Because our services are delivered in the form of SaaS offerings, we do not charge separately for labor hours, nor do we have hourly billing rates for our software algorithms. While we have explored the "bounty" method of pricing for ID's, without our ability to control to whom and when to send out outreach letters (or even set penalties), we are not able to reliably capture the value of our services. Instead, Granicus' proposed STR software and services are offered as an annual subscription service, and our pricing model is driven by the volume of STRs to be monitored.

Our pricing philosophy is always to be fair and transparent, and work in a partnership to ensure a high ROI on our services for our clients.

For the avoidance of doubt, the proposed annual prices also include all the cost of implementing and customizing the software and services, associated reporting, dashboards, data exports, and all training, support, maintenance, telephone, and software licensing fees. In other words, there is no separate pricing for yearly maintenance, data conversion, training costs, or any other associated costs, nor is there an implementation cost (as we spread the cost over the expected life of the contract through our subscription).

Concerning competitiveness of pricing, with the relatively small number of entrants in this space and government proposals subject to public records requests, there is substantial transparency into how each competitor prices. The pricing provided here is consistent with our general pricing practices, and we believe that our pricing is a good value proposition that ensures a high ROI, a quality product, a top-notch staff experience, industry-leading security, and cutting edge "big data" technology.

While you may receive a lower price quote, we do not believe it is sustainable, and encourage you to carefully check references and financial stability. Moreover, our better performance in identification and eliciting short-term lodging compliance will typically more than offset any difference in subscription fees (e.g., the difference in fees is typically outweighed by our identifying <5% more STRs).

The pricing and terms within this proposal are specific to the products and volumes contained within this proposal.



PRICING SUMMARY

| One-Time Fees | | | |
|--|--------------------------|------------------------|---------------------|
| Solution | Billing Frequency | Quantity / Unit | One-Time Fee |
| Address Identification - Setup and Configuration | Up Front | 1 Each | \$0.00 |
| Address Identification - Online Training | Up Front | 1 Each | \$0.00 |
| 24/7 Hotline - Setup and Configuration | Up Front | 1 Each | \$0.00 |
| 24/7 Hotline - Online Training | Up Front | 1 Each | \$0.00 |
| Mobile Permitting & Registration - Setup and Configuration | Up Front | 1 Each | \$0.00 |
| Mobile Permitting & Registration - Online Training | Up Front | 1 Each | \$0.00 |
| Compliance Monitoring - Setup and Configuration | Up Front | 1 Each | \$0.00 |
| Compliance Monitoring - Online Training | Up Front | 1 Each | \$0.00 |
| Rental Activity Monitoring - Setup and Configuration | Up Front | 1 Each | \$0.00 |
| Rental Activity Monitoring - Online Training | Up Front | 1 Each | \$0.00 |
| Tax Collection - Setup and Configuration | Up Front | 1 Each | \$0.00 |
| Tax Collection - Online Training | Up Front | 1 Each | \$0.00 |
| SUBTOTAL: | | | \$0.00 |

| New Subscription Fees | | | |
|----------------------------------|--------------------------|------------------------|---------------------|
| Solution | Billing Frequency | Quantity / Unit | One-Time Fee |
| Address Identification | Annual | 100 Rental Listings | \$4,275.00 |
| 24/7 Hotline | Annual | 100 Rental Listings | \$1,140.00 |
| Compliance Monitoring | Annual | 100 Rental Listings | \$2,138.00 |
| Mobile Permitting & Registration | Annual | 1 Each | \$4,750.00 |
| Rental Activity Monitoring | Annual | 100 Rental Listings | \$2,850.00 |
| Tax Collection | Annual | 1 Each | \$0.00 |
| SUBTOTAL: | | | \$15,153.00 |

OPTIONAL ADD-ONS

| One-Time Fees | | | |
|---------------------------------------|--------------------------|------------------------|---------------------|
| Solution | Billing Frequency | Quantity / Unit | One-Time Fee |
| STR Regulation Consulting | Up Front | 1 Each | \$18,000.00 |
| EngagementHQ Standard Implementation | Up Front | 1 Each | \$2,500.00 |
| EngagementHQ Online Training Sessions | Up Front | 1 Each | \$0.00 |
| SUBTOTAL: | | | \$20,500.00 |

| New Subscription Fees | | | |
|------------------------------|--------------------------|------------------------|---------------------|
| Solution | Billing Frequency | Quantity / Unit | One-Time Fee |
| EngagementHQ Project | Annual | 1 Each | \$6,000.00 |
| SUBTOTAL: | | | \$6,000.00 |

Schedule for Completion

The sales and contracting process is only the first step in the lifecycle of a Granicus customer. As soon as we partner with your organization, our Professional Services team takes over as your primary point of contact. The mission of professional services team is to drive long-term customer satisfaction through repeatable solution delivery.

PROJECT MANAGEMENT APPROACH

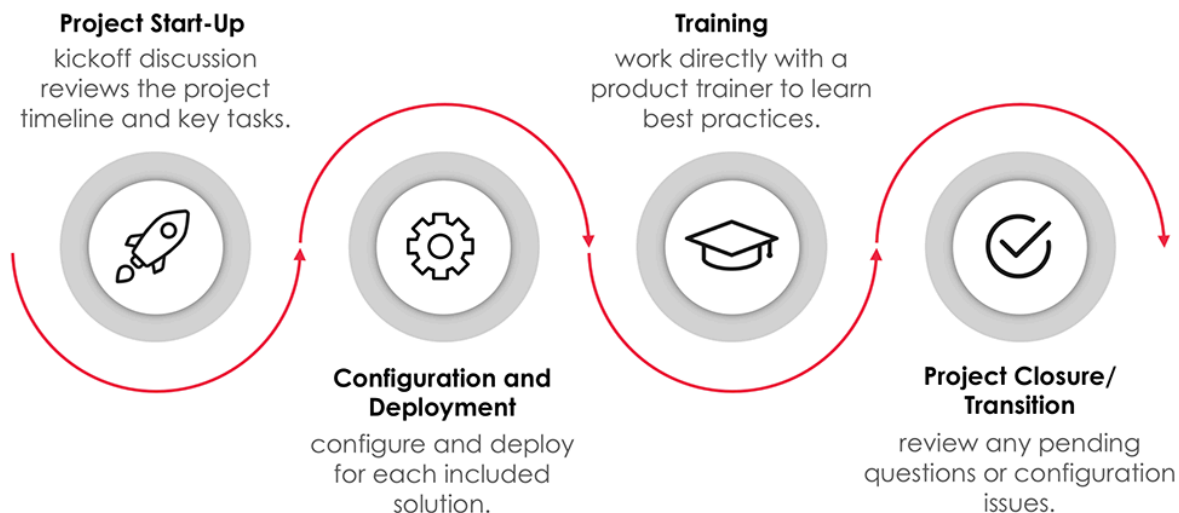
The project implementation process is typically the first extended contact a customer has with the Granicus team, so we are focused on providing the best customer experience from the start. Our goal is to deliver a fit-for-purpose solution that meets the client's requirements and creates a customer for life or strengthens the relationship with an existing customer.

Our implementation teams strive to provide the appropriate level of support throughout the project lifecycle, from kickoff through training, go-live and continuing support. In general, we staff our teams based on project complexity and strive to keep our project teams as small as possible.

The Granicus Project Management methodology is designed to be consistent and repeatable, with one of our experienced Project Managers or Implementation Specialists/Consultants guiding the client team through every step of the process.

Each Granicus solution has specific elements that need to be addressed during the delivery process but generally our projects all proceed through a similar set of completion milestones: Project kickoff & planning, discovery & requirements gathering, configuration and deployment, user acceptance testing & training, and project closure/transition to our customer success team.

Once all relevant issues are resolved and the client team confirms acceptance, the project will be formally transitioned out of the professional services team and handed over to our customer support and customer success teams.





PROJECT TRANSITION

When a project enters the Project Closure phase, the Granicus project lead will introduce the client team to the Customer Support and Customer Success teams. These teams ultimately become the primary points of contact for all customer interaction once a solution has been fully configured and deployed. The Customer Support and Success teams act as the client's internal advocates for the remainder of their lifecycle with the company.

PROJECT TRAINING

Granicus will conduct training for Client-identified staff that will cover the essential concepts and standard navigation of the solution and tasks related to your short-term rental compliance monitoring processes. Client will utilize a train-the-trainer approach for end user training. Scheduling of all training sessions shall be coordinated with and approved by Client. Granicus will authorize Client to videotape training sessions for internal use and to reproduce any the training materials such as training guides, screenshots, in part or whole, for its own purposes. Training comprises the following components, depending on Client's solution:

SAMPLE PROJECT IMPLEMENTATION PLAN AND TIMELINE:

| Timeline | Description |
|--------------------------------------|---|
| Week 1 | <ul style="list-style-type: none"> • Kick Off Call • Discovery & Requirements Gathering |
| Weeks 2-4 | <ul style="list-style-type: none"> • Assessor and permit data received • Address Identification Process Kicks Off • 24/7 Hotline Created |
| Weeks 5-8 | <ul style="list-style-type: none"> - Create framework for mobile permitting and tax collections - Finalize Compliance Monitoring letters - Establish lettering criteria - Midway satisfaction survey sent |
| Weeks 9-11 | <ul style="list-style-type: none"> • Finalize Mobile Permitting and Tax Collection work • UAT Testing with Project Champion • Stakeholder Training |
| Weeks 12-14 (GO Live & Hypercare) | <ul style="list-style-type: none"> • Go live satisfaction survey sent • Introduction of your Customer Success Consultant • Ongoing management plan established • Rental Activity Monitoring module turned on |

Self-Service, Ongoing Training, and Supporting Documentation

Our online knowledge base containing user guides, FAQs, training videos and other self-help information is available online at support.granicus.com. This also includes the ability to directly submit suggested modifications or new feature requests to our Granicus development teams. Ongoing live support, training videos, product updates and supplemental online courses are all provided as a part of your ongoing subscription. However, beyond the Customer Success Consultants annual success call you can acquire additional onsite training or support if desired as a billable professional service.

Attachments

- **Noncollusion Declaration**
- **Exceptions**
- **Exhibit A: Master Subscription Agreement**
- **Exhibit B: Evidence of Insurance**
- **Exhibit C: Service Level Agreement**

Granicus Proposal for Escondido CA

ORDER DETAILS

Prepared By: Betsy Sachs
Phone:
Email: betsy.sachs@granicus.com
Order #: Q-243957
Prepared On: 11/30/2022
Expires On: 12/27/2022

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 60 months.



PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

| One-Time Fees | | | |
|--|-------------------|---------------|--------------------|
| Solution | Billing Frequency | Quantity/Unit | One-Time Fee |
| Address Identification - Setup and Configuration | Up Front | 1 Each | \$0.00 |
| Address Identification - Online Training | Up Front | 1 Each | \$0.00 |
| 24/7 Hotline - Setup and Configuration | Up Front | 1 Each | \$0.00 |
| 24/7 Hotline - Online Training | Up Front | 1 Each | \$0.00 |
| Compliance Monitoring - Setup and Configuration | Up Front | 1 Each | \$0.00 |
| Compliance Monitoring - Online Training | Up Front | 1 Each | \$0.00 |
| Rental Activity Monitoring - Setup and Configuration | Up Front | 1 Each | \$0.00 |
| Rental Activity Monitoring - Online Training | Up Front | 1 Each | \$0.00 |
| Mobile Permitting & Registration - Setup and Configuration | Up Front | 1 Each | \$0.00 |
| Mobile Permitting & Registration - Online Training | Up Front | 1 Each | \$0.00 |
| Tax Collection - Setup and Configuration | Up Front | 1 Each | \$0.00 |
| Tax Collection - Online Training | Up Front | 1 Each | \$0.00 |
| STR Regulation Consulting | Up Front | 1 Each | \$18,000.00 |
| EHQ Standard Implementation | Up Front | 1 Each | \$2,500.00 |
| EHQ Online Training Sessions | Up Front | 1 Each | \$0.00 |
| SUBTOTAL: | | | \$20,500.00 |



| New Subscription Fees | | | | | |
|--|------------------------------|--------------------------|-----------------------|--------------------|---------------------|
| Solution | Period of Performance | Billing Frequency | Quantity/ Unit | Annual Fee | Prorated Fee |
| Address Identification | 12/1/2022 to 11/30/2023 | Annual | 1 Each | \$4,275.00 | \$4,275.00 |
| 24/7 Hotline | 7/1/2023 to 11/30/2023 | Annual | 1 Each | \$1,140.00 | \$475.00 |
| Compliance Monitoring | 7/1/2023 to 11/30/2023 | Annual | 1 Each | \$2,138.02 | \$890.84 |
| Rental Activity Monitoring | 7/1/2023 to 11/30/2023 | Annual | 1 Each | \$2,850.00 | \$1,187.50 |
| Enhanced Short-Term Rental Registration Portal | 7/1/2023 to 11/30/2023 | Annual | 1 Each | \$2,374.99 | \$989.58 |
| Enhanced Short-Term Rental Tax Collection Portal | 7/1/2023 to 11/30/2023 | Annual | 1 Each | \$2,374.99 | \$989.58 |
| Mobile Permitting & Registration | 12/1/2022 to 11/30/2023 | Annual | 1 Each | \$0.00 | \$0.00 |
| Tax Collection | 12/1/2022 to 11/30/2023 | Annual | 1 Each | \$0.00 | \$0.00 |
| EHQ Project | 12/1/2022 to 11/30/2023 | Annual | 1 Each | \$6,000.00 | \$6,000.00 |
| SUBTOTAL: | | | | \$21,153.00 | \$14,807.50 |



FUTURE YEAR PRICING

| Solution(s) | Period of Performance | | | |
|--|-----------------------|--------------------|--------------------|--------------------|
| | Year 2 | Year 3 | Year 4 | Year 5 |
| Address Identification | \$4,275.00 | \$4,275.00 | \$4,275.00 | \$4,275.00 |
| 24/7 Hotline | \$1,140.00 | \$1,140.00 | \$1,140.00 | \$1,140.00 |
| Compliance Monitoring | \$2,138.02 | \$2,138.02 | \$2,138.02 | \$2,138.02 |
| Rental Activity Monitoring | \$2,850.00 | \$2,850.00 | \$2,850.00 | \$2,850.00 |
| Enhanced Short-Term Rental Registration Portal | \$2,374.99 | \$2,374.99 | \$2,374.99 | \$2,374.99 |
| Enhanced Short-Term Rental Tax Collection Portal | \$2,374.99 | \$2,374.99 | \$2,374.99 | \$2,374.99 |
| Mobile Permitting & Registration | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Tax Collection | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| EHQ Project | \$6,000.00 | \$6,000.00 | \$6,000.00 | \$6,000.00 |
| SUBTOTAL: | \$21,153.00 | \$21,153.00 | \$21,153.00 | \$21,153.00 |



PRODUCT DESCRIPTIONS

| Solution | Description |
|----------------------------|--|
| Address Identification | <p>Ongoing monitoring of 60+ Short Term Rental websites including major platforms Airbnb, VRBO, HomeAway, Booking.com, FlipKey, & Expedia. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes:- Ongoing monitoring of all listings in your jurisdiction</p> <ul style="list-style-type: none"> - Updating listing activity and details every 3-5 days - Screenshot activity of every listing - Deduplication of listings into unique Rental Units - Activity dashboard and map to monitor trends and breakdown of compliance |
| 24/7 Hotline | <p>24/7 web and phone hotline for your community to report short term rental complaints such as parking, trash, noise disturbances, and illegal short term rentals. This product include:- Mobile-enabled online web form for citizens to submit tips or complaints (text, videos, and photos)</p> <ul style="list-style-type: none"> - 24/7 call center for citizens to contact and report complaints verbally - Recordings for all call center complaints - Email notifications to your team when complaints are logged - Automatic outbound IVR calls and SMS messages to permit emergency contacts notifying them of the complaint - SMS support for emergency contacts to mark a complaint as acknowledged or resolved with the ability to send resolution notes - Hotline Dashboard for tracking complaint volumes, trends, and categories - Ability to upload Notes/Comments to each complaint |
| Compliance Monitoring | <p>Compliance monitoring provides up-to-date information for each identified Rental Unit and its compliance status. We configure your compliance definition specific to your jurisdiction rules and ordinances in order to provide up-to-date compliance status of each identified Rental Unit. Additionally, this product will:- Allow your team to send letters to non-compliant properties 24/7</p> <ul style="list-style-type: none"> - Configure letter templates with your branding and letterhead - Add as many letter sequences as you need for escalation - Monitor properties that become compliant after letter enforcement |
| Rental Activity Monitoring | <p>Ongoing monitoring of Short Term Rental listings for signs of rental activity including historical revenue estimates & occupancy. Coupled with our Tax Collection product, users can also compare historical revenue estimates to actual reported revenue to identify those that may be underreporting and underpaying sales tax (i.e. TOT).</p> |



| Solution | Description |
|--|--|
| Enhanced Short-Term Rental Registration Portal | Mobile-enabled online portal and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts. These registration forms and workflows include: <ul style="list-style-type: none"> · Host Login and Dashboard · Parcel Number lookup and validation · ACH, Debit, and Credit Payments exclusively powered by Stripe.com · Registration Number & Certificate creation · Document Upload · Renewals · Email confirmation · Admin workflow management for approval & denial |
| Enhanced Short-Term Rental Tax Collection Portal | Tax Collection can be built as a separate mobile-enabled portal or coupled with Mobile Permitting & Registration in one single portal allowing your users to:- Report revenue monthly, quarterly, or annually and pay sales tax due (i.e TOT) <ul style="list-style-type: none"> - Remind users when they are registering for a permit/license to also report any back taxes - Collect ACH, Debit, and Credit Payments exclusively powered by Stripe.com |
| Address Identification - Setup and Configuration | Setup and configuration of the platform to facilitate the systematic identification of the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction. <p><i>Note: The implementation timeline for Client is dependent on Granicus' receipt of all data from Client required to complete the services, including assessor data and registration files, in the format agreed upon by the parties prior to project kick-off. Any fees associated with the collection or receipt of required data will be borne by Client.</i></p> |
| Address Identification - Online Training | Virtual training session with a Granicus professional services trainer. |
| 24/7 Hotline - Setup and Configuration | Setup and configuration of the online platform to enable neighbors to report, prove and get instant resolution to non-emergency short-term rental related problems. |



| Solution | Description |
|--|--|
| 24/7 Hotline - Online Training | Virtual training session with a Granicus professional services trainer. |
| Compliance Monitoring - Setup and Configuration | Setup and configuration of the system to enable ongoing monitoring of a specific jurisdiction's short-term rentals for compliance with the relevant registration/licensing/permitting requirements. |
| Compliance Monitoring - Online Training | Virtual training session with a Granicus professional services trainer. |
| Rental Activity Monitoring - Setup and Configuration | Setup and configuration of ongoing monitoring of Short-term Rental listings for signs of rental activity. |
| Rental Activity Monitoring - Online Training | Virtual training session with a Granicus professional services trainer. |
| Mobile Permitting & Registration | Mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts. These registration forms and workflows include:- Parcel Number lookup and validation - E-Signatures - ACH, Debit, and Credit Payments exclusively powered by Stripe.com - Registration Number & Certificate creation - Document Upload - Renewals - Email confirmation - Admin approval & denial |
| Tax Collection | Tax Collection can be built as a separate mobile-enabled form or coupled with Mobile Permitting & Registration in one single portal allowing your users to:- Report revenue monthly, quarterly, or annually and pay sales tax due (i.e TOT) - Remind users when they are registering for a permit/license to also report any back taxes - Collect ACH, Debit, and Credit Payments exclusively powered by Stripe.com |
| Mobile Permitting & Registration - Setup and Configuration | Setup and configuration of mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts and capturing and processing the associated signatures, payments and required documentation |



| Solution | Description |
|--|---|
| Mobile Permitting & Registration - Online Training | Virtual training session with a Granicus professional services trainer. |
| Tax Collection - Setup and Configuration | Setup and configuration of mobile-enabled online forms and back-end systems for streamlining the monthly/quarterly collection of taxes from individual short-term rental hosts and capturing and processing the associated signatures, payments and required documentation |
| Tax Collection - Online Training | Virtual training session with a Granicus professional services trainer. |
| STR Regulation Consulting | <p>Development and delivery of a Background Conditions Report, which is a ten page report that synthesizes Host Compliance data, interviews and exercises with local policy makers and staff, and public attitudes to present a comprehensive analysis of regulatory and enforcement priorities in a community. Guided by these priorities and a robust understand of local market conditions, communities can proceed to develop an ordinance confident that their rules will be context-based, enforceable, and consistent with local goals.</p> <p>Task 1.1: Staff Interviews Task 1.2: Stakeholder Interviews Task 1.3: Online survey Deliverable 1 - Background Conditions Report: Ten page report that synthesizes Host Compliance data, interviews and exercises with local policy makers and staff, and public attitudes to present a comprehensive analysis of regulatory and enforcement priorities in a community. Guided by these priorities and a robust understand of local market conditions, communities can proceed to develop an ordinance confident that their rules will be context-based, enforceable, and consistent with local goals.</p> <p>Task 2.1: Draft STR Regulations (Ordinance / Bylaw) Task 2.4: 2 Meeting for Feedback from Staff Task 2.2: Draft Staff Report Task 2.3: Draft Staff Presentation Task 2.5: 2 Updates based on Staff Feedback Deliverable 2 - Adoption-Ready Legislative Package: An adoption-ready STR regulations built from Host Compliance's comprehensive data, local regulatory goals, stakeholder views, and our own analysis of nationwide best practices. The STR regulations (Ordinance / Bylaw) come as part of a robust legislative package including a draft staff report to describe background conditions, regulatory choices, and enforcement implications, as well as a PowerPoint presentation for staff to drive community feedback.</p> |



| Solution | Description |
|------------------------------|---|
| EHQ Project | Single project engagement package for engagement on a single project theme; <ul style="list-style-type: none"> • Annual subscription • One Site Administrator • Three Project Administrators • Access to all standard tools including embeddable Surveys/polls, Forums, Guestbooks, Stories, Q&A, Ideas, Places and Newsfeed • Customizable registration form and Participant Relationship Manager (PRM) • Appearance editor for homepage management, branding and styling • Access to reporting and analysis tools including Survey Analysis, Text Analysis with sentiment, tool dashboards, customisable PDF survey reports and downloadable excel reports • Newsletters for project updates and project communication • 24/7 independent moderation |
| EHQ Standard Implementation | EHQ Standard Implementation for training and onboarding; <ul style="list-style-type: none"> • Site delivery and onboarding details • Scheduled kick-off call to discuss goals and implementation process • Site review and quality assurance checks prior to launch |
| EHQ Online Training Sessions | Two 90 minute online training sessions for EHQ. |

TERMS & CONDITIONS

- Link to Terms: <https://granicus.com/legal/licensing>
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Escondido CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.



BILLING INFORMATION

| | | | |
|-------------------------|--|--|---|
| Billing Contact: | | Purchase Order Required? | <input type="checkbox"/> - No <input type="checkbox"/> - Yes |
| Billing Address: | | PO Number: <i>If PO required</i> | |
| Billing Email: | | Billing Phone: | |

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-243957 dated 11/30/2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

| Escondido CA | |
|-------------------|--|
| Signature: | |
| Name: | |
| Title: | |
| Date: | |



Exhibit C: Service Level Agreement

Granicus will provide complete help desk support for administrators and customers of the Granicus Solutions. Regular support will be available during regular business hours, Monday-Friday; via email or toll-free telephone.

CUSTOMER SUPPORT CONTACT

Hours: 8:00 am – 10:00 pm ET (9:30 am – 5:00 pm Europe)
 Emergency Support is available 24/7

Please submit support requests via:

- Portal: support.granicus.com
- Email: support@granicus.com
- Phone: 1-800-314-0147 USA, 0800 032 7764 Europe

Please submit govDelivery Communications Cloud subscriber support only requests to:

- Portal: subscriberhelp.granicus.com
- Email: subscriberhelp@granicus.com
- Phone: 1-800-439-1420 USA, 0808 234 7450 Europe

COMMUNICATION SERVICE LEVEL AGREEMENT

Granicus response to support and service requests will be based on four (4) Severity Levels:

| Severity Level | Description | Examples | Initial Customer Response Time |
|----------------|---|--|---|
| Level 1 | Emergency. Incident represents a total outage; the product is unavailable or not accessible for use | <ul style="list-style-type: none"> • govDelivery's admin.govdelivery.com is down or all sending is significantly delayed • govMeetings web server is running but the application is non-functional or SQL-server errors that are not related to hardware • govAccess website is unreachable by public users | Within one (1) hour of notification by the customer of occurrence |
| Level 2 | Severely Impaired. Incident occurs when a major feature of the product is not working and there is no workaround available, or the workaround is not acceptable and impacts the primary usability of the product | <ul style="list-style-type: none"> • govDelivery PageWatch sending is delayed by more than 20-30 minutes, or sudden and significant deliverability issues or intermittent errors or low performance issues for some or many customers • Site operational but govMeetings modular functionality is non-operational • govAccess error, where there is no means of circumvention, that renders an essential component of the content management tool non-functioning that did not occur at the time of the website launch and usually requires debugging of programming code | Within four (4) hours of notification by the customer of occurrence |

| | | | |
|-----------------------|---|---|--|
| <p>Level 3</p> | <p>Impaired. Incident occurs when a primary feature of the product is not working as expected and an acceptable workaround is available – does not impact the basic usability of the product</p> | <ul style="list-style-type: none"> • govDelivery system not connecting to social media, single customer app/feature help, or database requests • govMeetings system files won't upload, or text not rendering • govAccess website works but there are problems with presentation | <p>Within one (1) business day of notification by the customer of occurrence</p> |
| <p>Level 4</p> | <p>Low Impact. Incident that has a limited business impact and requests can be scheduled.</p> | <ul style="list-style-type: none"> • Programmatic change to back-end or front-end to improve efficiency • Distribution of all patches and upgrades | <p>Within three (3) business days of notification of customer of occurrence</p> |

Resolution time will be based on the service or support request and regular follow-ups will be communicated with the customer on final resolution. Granicus shall use commercially reasonable efforts to resolve errors affecting non-essential components of Granicus Solutions, or errors that can be reasonably circumvented but errors that require debugging of programming code may need to be corrected during the next regular update cycle.

AVAILABILITY

Availability is defined as the ability of users to access the Granicus Solutions services via the internet. Granicus represents an up-time guarantee of 99% per calendar quarter for its hosted services. Notifications for Granicus Solutions of any system-wide outages will occur within one hour from the time the issues are first recognized by Granicus.

Downtime is defined as any time that the Granicus Solutions services are unavailable.

A **Site Outage** is defined as continuous Downtime, as determined through URL monitoring (HTTP). Downtime reporting is limited to a Site Outage. Site Outage monitoring is conducted by Granicus utilizing industry-standard monitoring tools. Reports of Site Outages will be provided on an as-requested basis up to once per calendar quarter.

A Site Outage does not include Downtime that falls into one or several of the exclusions below:

- Scheduled or routine maintenance
- Caused by force majeure (which shall include any circumstances beyond Granicus's reasonable control, including but not limited to, acts of God, labor strikes and other labor disturbances, power surges or failures)
- The first four (4) Site Outages in any given quarter that are corrected within fifteen (15) minutes of their start
- The first five (5) minutes of any Site Outage is a grace period and will not be considered Downtime under any circumstances
 - Example: a Site Outage of fourteen (14) minutes in duration that is one of the first four (4) such outages in a given quarter would not result in any Downtime, while a Site Outage of sixteen (16) minutes would result in eleven (11) minutes of Downtime. After four (4) Site Outages of between five (5) and fifteen (15) minutes in a quarter, all Site Outage time over five (5) minutes for any one instance will count as Downtime.



- For **govAccess**, Granicus is not responsible for errors associated with denial of service attacks, distributed denial of service attacks, or customer DNS

SCHEDULED MAINTENANCE

govDelivery. Scheduled maintenance typically occurs every thirty (30) days with average Downtime required being less than thirty (30) minutes. Planned or routine maintenance is limited to two (2) hours per week. Total scheduled Downtime for the year will not typically exceed twenty (20) hours.

govMeetings. Scheduled maintenance will take place between 11:00 pm – 4:00 am ET on Fridays. Granicus, will provide the customer with at least two (2) days' notice for any scheduled maintenance. All system maintenance will be performed during these times, except for emergency maintenance. In the case that emergency maintenance is required, the customer will be provided as much advance notice as possible. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance.

govAccess. Scheduled maintenance will take place between 1:00 am – 4:00 am ET every Monday.

govService. Planned or routine maintenance is limited to two (2) hours and typically occurs every two (2) weeks.

All Solutions. Notifications and additional scheduled maintenance will be posted on status.granicusops.com. Email notifications for these products can be subscribed to from that page.



STAFF REPORT

December 7, 2022
File Number 0430-20

SUBJECT

SANDAG SENIOR TRANSPORTATION GRANT

DEPARTMENT

Community Services Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2022-166, authorizing the Deputy City Manager/Director of Communications and Community Services or their designee to apply for \$92,463 in Senior Mini-Grant (SMG) funding through the San Diego Association of Governments (SANDAG); and if awarded, to accept the grant funds, complete the budget adjustment, and complete the grant documents on behalf of the City of Escondido ("City").

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

Presenter: Robert Rhoades, Deputy Director of Community Services

FISCAL ANALYSIS

The matching requirement of this grant is fulfilled using existing funding for the City of Escondido Senior Transportation Program through CDBG (\$56,110) and County of San Diego (\$156,326). The requested SMG funding (\$92,463) through SANDAG will offset the remaining expenses to the General Fund for two years. The request and corresponding resolution also include a provision to authorize the Director of Finance to modify the City budget to accept the grant funds and set up the necessary budget(s).

PREVIOUS ACTION

On June 22, 2022, the City Council approved Resolution No. 2022-69, adopting the fiscal year 2022-2023 Annual Operating Budget which includes \$465,700 for the Senior Nutrition and Transportation Program.

On June 22, 2022, the City Council approved Resolution No. 2022-79, authorizing a Public Services Agreement with Full Access & Coordinated Transportation, Inc., dba Facilitating Access to Coordinated Transportation ("FACT") in the amount of \$157,660 for transportation services for seniors to and from the Park Avenue Community Center to participate in the Senior Nutrition Program.

On June 15, 2022, the City Council approved Resolution No. 2022-84, adopting the fiscal year 2022-2023 Community Development Block Grant (CDBG) and HOME Investment Partnership Program funds and



CITY of ESCONDIDO

STAFF REPORT

approving submittal to the United States Department Housing and Urban Development which includes funding of \$34,610 for the Senior Transportation Program.

On September 29, 2021, the City Council approved Resolution No. 2021-146 to allocate \$22,808,509 of funding, commonly referred to as the American Rescue Plan Act of 2021 (“ARPA”) toward projects that support public health, promote and stimulate the economic growth and enhance the financial stability of the City, as well as programs that support the nonprofit and local business community. One of the projects included in that funding is an accessible vehicle for the Senior Nutrition and Transportation Program to address the current lack of accessibility available from the City’s transportation contractor for persons with disabilities.

On February 5, 2020, the City Council approved Resolution No. 2020-15, authorizing the Mayor and City Clerk to accept a Senior Nutrition and Transportation grant from the County of San Diego designated for Escondido seniors, and execute contract documents on behalf of the City.

BACKGROUND

The City has offered the Senior Nutrition and Transportation Program for over 40 years. Escondido seniors, who are faced with food scarcity, economic challenges, and rising costs find it difficult to make ends meet on a fixed income. The transportation and meal services offered through the Senior Nutrition and Transportation Program present a solution to Escondido seniors to access good nutrition and combat isolation in a positive environment. As a result of this service, the senior community can continue to be an active participant in the City’s economic and civic growth.

In July 2022, a Public Services Agreement was entered into with the current provider to transport seniors to and from the Park Avenue Community Center for nutritional senior meal service. The term of the Agreement is for one year, with three additional one-year option periods. The cost of the first year of the agreement is \$157,660 with the renewal periods at a rate not to exceed 5% of the preceding agreement period.

City staff have encountered a number of challenges in working with the current transportation service provider, including:

- They were the only respondent to the last two RFPs issued by the City creating a situation wherein there is no alternative vendor pending dissatisfaction with the current provider or their inability to perform the service.
- They use LYFT drivers as a third-party provider which lack accountability for poor service and/or do not follow established protocols. The following issues have also been experienced:
 - Drivers are not able to accommodate ADA considerations (wheelchairs).
 - Some drivers have asked seniors for extra tips or extra money for gas.
 - Drivers generally do not assist seniors in/out of vehicles or to/from their residences.



CITY of ESCONDIDO

STAFF REPORT

- The pick-up times are variable 15-minutes before or after the scheduled time which may result in the senior waiting in the elements for up to 30 minutes.
- LYFT drivers are not able to accommodate some requests, such as sitting in the front seat.
- Not all drivers are familiar with the area and only go to the pin drop location on the maps, not paying attention to the addresses. This results in some seniors walking up to one block to get to the vehicle.
- LYFT drivers sometimes do not pick-up rides because some of the distances are not lucrative enough (i.e. too short of a drive). This results in cancellations of rides by the drivers leaving the riders with no way to get to the Park Avenue Community Center in time to participate in the lunch program.
- The service provider typically misses the established deadlines for submitting invoices (by the fifth of the preceding month). This is important as the City is required to submit supporting documentation to the County of San Diego within a specified period of time as well.
- The increased cost associated with the new agreement has resulted in a limitation on the number of daily riders we can accommodate. As such, the staff have initiated a waitlist to further manage potential cost overruns.

Following up with this service provider, managing disappointed participants, detailing and documenting issues, and resolving ongoing situations have taken up significant and limited staffing resources. As a result of these ongoing issues, City staff are recommending this program be transitioned in-house to eliminate the use of an outside vendor pending the acquisition of vehicles. To clarify, the scope of this transportation program would remain limited to just transporting seniors door-to-door in order to participate in the Senior Nutrition program. The SANDAG grant outlined below provides an opportunity to cover the remaining operational costs from the City's General Fund that are not subsidized by CDBG or the County of San Diego.

SANDAG announced a call for project funding through Senior Mini-Grants in September 2022. This allowed for the release of funding through a competitive process in three distinct areas: capital, planning, and operations. City staff reviewed the eligibility criteria and determined that the City was only qualified for the operational subdivision of the grant through the Senior Transportation Program.

As a San Diego County municipality providing traditional shuttle service to individuals 60 years of age or older, the Senior Transportation Program meets all of the requirements for funding under this grant program. Furthermore, the SANDAG grant allows the City to use existing CDBG and County of San Diego Nutrition Program funding (Contract #561764) to satisfy the 20% matching funds stipulation, releasing the City from matching fund responsibility.

The City is applying for funds in the amount of \$92,463 for the two-year grant term to cover operational costs for the Senior Transportation Program that are not fully covered by CDBG or County of San Diego funding.



CITY *of* ESCONDIDO

STAFF REPORT

RESOLUTIONS

- a. Resolution No. 2022-166

RESOLUTION NO. 2022-166

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE FILING OF AN APPLICATION FOR GRANT FUNDS FROM THE SAN DIEGO ASSOCIATION OF GOVERNMENTS, COMMITTING THE NECESSARY LOCAL MATCH FOR THE PROJECT(S), AND ACCEPTING THE TERMS OF THE GRANT AGREEMENT

WHEREAS, the San Diego Association of Governments (“SANDAG”) is making available funds for a Specialized Transportation Grant Program (“STGP”) through a competitive process; and

WHEREAS, the City of Escondido (“City”) wishes to receive grant funds through the STGP; and

WHEREAS, the City understands that the STGP funding is fixed at the programmed amount, and therefore any cost increase cannot be expected to be funded through the STGP; and

WHEREAS, the City understands that all funds awarded from SANDAG are subject to a use-it-or-lose-it policy enunciated in SANDAG Board of Directors Policy No. 035: Competitive Grant Program Procedures; and

WHEREAS, the City understands that projects funded through the STGP require matching funds to be provided by the City; and

WHEREAS, the required matching funds will be provided through existing annual funding from the Community Development Block Grant (“CDBG”) and County of San Diego Senior Nutrition Program; and

WHEREAS, the City finds that it is in the best interest of the community to transition the Senior Nutrition Transportation Program in-house and eliminate the need for a third-party contractor; and

WHEREAS, the application for funds through the SANDAG grant positions the City to cover the operational costs of bringing the Senior Nutrition Transportation Program in-house, pending the purchase of additional vehicles.

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 submission of the STGP for Senior Mini-Grant (SMG) operational funding for the Park Avenue Community Center's Senior Transportation Program.

| Grant Program | Project Type | Project Name |
|---------------|--------------|-------------------------------|
| SMG | Operating | Senior Transportation Program |

3. That if an award is made by SANDAG to fund these projects, the City commits to providing matching funds per project that adheres to the Minimum Match Percentage in the amount of the Net Project Cost less the grant award per project.
4. That, if a grant award is made by SANDAG, the City authorizes staff to accept the grant funds, execute the Grant Agreement with no exceptions in substantially the same form as provided through the Call for Projects, and complete the project.
5. That, the City understands and agrees to comply with all applicable requirements in the SANDAG Program Management Plan.
6. That, the City understands and agrees that SANDAG shall have no liability for costs that may arise associated with the project, which are not included in the Grant Agreement, including but not limited to costs stemming from claims, litigation, changes in law, or force majeure events.

7. In finalizing the Specialized Transportation Grant Program, if the application is approved by SANDAG, the Deputy City Manager/Director of Communications and Community Services, or their designee, is authorized to enter into, execute, and deliver on behalf of the City, an agreement for the amount of \$92,463 and all related documents required or deemed necessary or appropriate to evidence and secure the Senior Mini-Grant, the City's obligations related thereto, all amendments thereto, and also authorizes City staff to establish appropriate budgets and disperse of funds.



STAFF REPORT

December 7, 2022
File Number 0600-10; A-2980

SUBJECT

RYAN PARK FIELD EXPANSION AND LIGHTING PROJECT

DEPARTMENT

Public Works/Parks

RECOMMENDATION

Request that the City Council adopt Resolution No. 2022-157, authorizing an amendment to the scope of the Ryan Park Field Expansion and Lighting Capital Improvement Project (Project No. 501205) and authorizing the Mayor to execute an agreement with MUSCO Sports Lighting, LLC (“MUSCO”) for equipment to light two additional soccer fields at Frances Ryan Park with light-emitting diode (“LED”) technology in an amount not to exceed \$276,700 utilizing Park Development funds.

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

Presenter: Wayne Thames, Public Works Superintendent

FISCAL ANALYSIS

The Ryan Park Field Lighting Expansion Project is funded at \$350,000 by Park Development Fees allocated in Fiscal Year 2021-2022 in Fund No. 109, Project No. 501205. This amended project scope does not change the overall budget or allocation for this project.

PREVIOUS ACTION

On June 9, 2021, the City Council adopted Resolution No. 2021-87 approving the five-year Capital Improvement Program for Fiscal Year 2021/2022-2025/2026 budgets and allocations in which the Ryan Park Field Expansion and Lighting Project was identified to receive \$350,000 in Fiscal Year 2021-2022 Park Development fund allocations.

BACKGROUND

Frances Ryan Park contains 67 acres, 42 of which are currently developed. There are currently eight athletic fields, five with lights and two without. Ryan Park is home to the Escondido Soccer Club, and is used by many other non-profit groups and citizens.



CITY of ESCONDIDO

STAFF REPORT

The original scope of the Ryan Park Field Expansion and Lighting Project included the creation of one new field and the installation of two new light poles and two fixtures on existing fields to accommodate additional playing and practice times. However, upon further consultation with representatives of the Escondido Soccer Club and consideration of community feedback received regarding evening open play opportunities, staff recommend that the scope of the project be revised to instead install four new light poles and six light features onto existing fields. This will not change the overall project budget.

The existing MUSCO soccer field lights were installed on field one (1) thru field five (5) when the park was constructed in 2004. The revised Ryan Park Field Expansion and Lighting Project proposes installing lighting on field six (6) and field seven (7) which will increase usability during the winter months and provide additional field space for practices, tournament play, and public use in the late afternoon and evening hours when we see our highest demand for field space. Additionally, adding a new field would necessitate the removal of approximately 150 overflow parking spaces which would create negative impacts on parking and traffic for park attendees as well as the surrounding neighborhoods.

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

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

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

RESOLUTIONS

- a. Resolution No. 2022-157
- a. Resolution No. 2022-157 Exhibit "A" – Ryan Park MUSCO Lighting Quote

RESOLUTION NO. 2022-157

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE SCOPE OF THE RYAN PARK FIELD EXPANSION LIGHTING CAPITAL IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, AN AGREEMENT WITH MUSCO SPORTS LIGHTING, LLC TO ADD SPORTS FIELD LIGHTING AT TWO EXISTING FIELDS AT FRANCES RYAN PARK

WHEREAS, City of Escondido (“City”) staff identified the Ryan Park Field Expansion and Lighting Project (“Project”) as a project to be funded by Park Development Fees within the five-year Capital Improvement Program for Fiscal Year 2021/2022-2025/2026 budgets and allocations; and

WHEREAS, on June 9, 2021, the City Council adopted Resolution No. 2021-87 approving the five-year Capital Improvement Program for Fiscal Year 2021/2022-2025/2026 budgets and allocations; and

WHEREAS, the Project will light two additional fields at Ryan Park with light-emitting diode (“LED”) technology; and

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

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

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

WHEREAS, Escondido Municipal Code Chapter 10, Article 6, Division 1, Section 10-103 allows for the formal bidding procedures to be dispensable where an item is required to match or be compatible with equipment presently on hand; and

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

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

1. That the above recitations are true.
2. That the City Council has determined that at this time and deemed it is in the best public interest to revise the scope of the Ryan Park Field Expansion and Lighting Project, which is attached here to as Exhibit "A" and incorporated by this reference
3. That the Mayor is authorized to execute, on behalf of the City, all associated Purchase Agreement documents with MUSCO Sports Lighting, LLC for the Project in an amount not to exceed \$276,700, subject to final approval as to form by the City Attorney's Office.

Quote

Item 13.

Date: October 05, 2022
To: Wayne Thames, City of Escondido

Project: Francis Ryan Park Fields 6 and 7
Escondido, California
Ref: 167006

1 Government Procurement Alliance (1GPA)
Master Project: 189976 Contract Number: 18-23DP-01 Expiration: 09/17/2023
Commodity/Contract Title: Athletic Field/Court and Parking Lot Lighting

All purchase orders should note the following:
1 Government Procurement Alliance (1GPA) purchase – contract number 18-23DP-01

Quotation Price – Materials Only Delivered to Job Site

| | |
|--|-------------------|
| Fields 6 & 7 LED Lighting – Each Field 330’ x 225’ | \$256,800. |
| Estimated Sales Tax, Based on 7.75%: | \$19,900. |
| Project Total: | <u>\$276,700.</u> |

Sales tax is estimated. Bonding, labor/installation, and unloading of the equipment are not included.
Freight and Structural Engineering ARE included.
Pricing furnished is effective for 90 days and is considered confidential.

Light-Structure System™ with Total Light Control – TLC for LED™ Technology (New poles S17-S20)

Guaranteed Lighting Performance

- Guaranteed light levels of 20 footcandles and uniformity of 3.0:1

System Description – Light Structure

- (6) Pre-cast concrete bases with integrated lightning grounding – See Note Below
- (4) 80’ Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- (4) Factory wired poletop luminaire assemblies
- (16) Factory aimed and assembled luminaires – *Existing HID fixtures will be remounted towards Field 5*
- UL Listed assemblies

Light-Structure System™ retrofit with Total Light Control – TLC for LED™ technology (Existing Poles S15-S16)

System Description – Light Structure Retrofit

- (2) Factory wired poletop luminaire assemblies
- (16) Factory aimed and assembled luminaires
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- UL Listed assemblies

Note: Due to the new building code and windspeed for the State of California, the existing S15-S16 poles will need to move. We will provide new concrete piers to relocate them to use a common pole between the fields. Larger, structurally adequate poles will be placed near the current locations. New concrete piers will be required.

Environmental Light Control

- Spill light minimized at Property Line to <.2 footcandles maximum horizontal, <.5 footcandles maximum vertical
- Off-site glare light minimized at Property Line to <13,000 maximum candela



ALSO INCLUDES:

Control Systems and Services

- Control-Link® Control and Monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- 25 Year Warranty that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Payment Terms

To be coordinated with Musco's Credit Department.

Email a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Karin Anderson
Email: Karin.anderson@musco.com

All purchase orders should note the following:

1 Government Procurement Alliance (1GPA) purchase – Contract Number: 18-23DP-01

Delivery Timing

6 - 8 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- 480 Volt, 3 Phase electrical system requirement.
- Structural code and wind speed = 2019 IBC, 95 mi/h, Exposure C, Importance Factor 1.0.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Confirmation of pole locations prior to production.

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

Karin Anderson
Sales Representative
Musco Sports Lighting, LLC
Phone: 858-232-1620
E-mail: karin.anderson@musco.com



Project Submittal: Bill of Materials

Item 13.

| Equipment Description | |
|------------------------------|--|
| 32 | Light-Structure System™ Total Light Control™ TLC-LED-1200 luminaires |
| 4 | 80 ft galvanized steel poles |
| 6 | Pre-cast concrete foundations (9,500 PSI) with integrated grounding |
| ✓ | Factory wired and assembled pole top luminaire assemblies |
| ✓ | Factory wired electrical component enclosures |
| ✓ | Factory built wire harnesses with plug-in connections |
| Controls | |
| 1 | 24" x 72" Control and monitoring cabinet |
| ✓ | High/medium/low dimming |
| 8 | 30-amp contactors |
| 2 | On-Off-Auto (OOA) switches |
| Warranty | |
| ✓ | Musco's Constant 25™ product assurance and warranty program that eliminates 100% maintenance costs for 25 years, including labor, materials, monitoring and guaranteed light levels. |



Lighting System

| Pole / Fixture Summary | | | | | | |
|------------------------|-------------|------------|-------------|----------------|-----------------|---------|
| Pole ID | Pole Height | Mtg Height | Fixture Qty | Luminaire Type | Load | Circuit |
| S15-S16 | 80' | 80' | 4 | TLC-LED-1200 | 4.68 kW | F |
| | | 80' | 4 | TLC-LED-1200 | 4.68 kW | G |
| S17-S18 | 80' | 80' | 6 | TLC | 9.60 kW | A |
| | | 80' | 4 | TLC-LED-1200 | 4.68 kW | F |
| S19-S20 | 80' | 80' | 4 | FUTURE | 4.68 kW | H |
| | | 80' | 4 | TLC-LED-1200 | 4.68 kW | G |
| 6 | | | 52 | | 66.00 kW | |

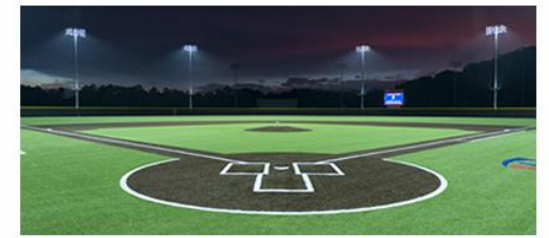
| Circuit Summary | | | |
|-----------------|---------------------|----------|-------------|
| Circuit | Description | Load | Fixture Qty |
| A | Soccer 1 (Existing) | 19.2 kW | 12 |
| F | Soccer 6 | 18.72 kW | 16 |
| G | Soccer 7 | 18.72 kW | 16 |
| H | Soccer 8 (Future) | 9.36 kW | 8 |

| Fixture Type Summary | | | | | | | |
|----------------------|--------------------|---------|---------|----------|----------|----------|----------|
| Type | Source | Wattage | Lumens | L90 | L80 | L70 | Quantity |
| TLC-LED-1200 | LED 5700K - 75 CRI | 1170W | 136,000 | >120,000 | >120,000 | >120,000 | 32 |

Light Level Summary

| Calculation Grid Summary | | | | | | | | |
|--------------------------|---------------------------------|--------------|-----|-------|---------|---------|----------|-------------|
| Grid Name | Calculation Metric | Illumination | | | | | Circuits | Fixture Qty |
| | | Ave | Min | Max | Max/Min | Ave/Min | | |
| Property Line Spill | Horizontal | 0.04 | 0 | 0.19 | 0.00 | | F,G,H | 40 |
| Property Line Spill | Max Candela (by Fixture) | 2304 | 0 | 12532 | 0.00 | | F,G,H | 40 |
| Property Line Spill | Max Vertical Illuminance Metric | 0.09 | 0 | 0.44 | 0.00 | | F,G,H | 40 |
| Soccer 6 | Horizontal Illuminance | 21.6 | 17 | 28 | 1.69 | 1.27 | F | 16 |
| Soccer 7 | Horizontal Illuminance | 21.4 | 17 | 28 | 1.70 | 1.26 | G | 16 |

From Hometown to Professional



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| EQUIPMENT LIST FOR AREAS SHOWN | | | | | | | |
|--------------------------------|----------|------|-----------------|-----------------|----------------|------------|-------------------------|
| Pole | | | | Luminaires | | | |
| QTY | LOCATION | SIZE | GRADE ELEVATION | MOUNTING HEIGHT | LUMINAIRE TYPE | QTY / POLE | THIS GRID / OTHER GRIDS |
| 2 | S15-S16 | 80' | - | 80' | TLC-LED-1200 | 4/4* | 4 / 4 |
| 2 | S17-S18 | 80' | - | 80' | TLC 1500W MZ 5 | 1* | 0 / 1 |
| | | | | 80' | TLC 1500W MZ 4 | 5* | 0 / 5 |
| | | | | 80' | TLC-LED-1200 | 4 | 4 / 0 |
| 4 | TOTALS | | | | | | 36 / 16 / 20 |

* This structure utilizes a back-to-back mounting configuration

| GRID SUMMARY | |
|--------------|------------------|
| Name: | Soccer 6 |
| Size: | 330' x 225' |
| Spacing: | 30.0' x 30.0' |
| Height: | 3.0' above grade |

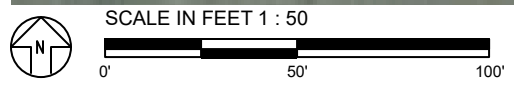
| ILLUMINATION SUMMARY | |
|-----------------------------------|----------|
| MAINTAINED HORIZONTAL FOOTCANDLES | |
| Entire Grid | |
| Guaranteed Average: | 20 |
| Scan Average: | 21.57 |
| Maximum: | 28 |
| Minimum: | 17 |
| Avg / Min: | 1.29 |
| Guaranteed Max / Min: | 3 |
| Max / Min: | 1.69 |
| UG (adjacent pts): | 1.51 |
| CU: | 0.79 |
| No. of Points: | 88 |
| LUMINAIRE INFORMATION | |
| Applied Circuits: | F |
| No. of Luminaires: | 16 |
| Total Load: | 18.72 kW |

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) Ⓢ dimensions are relative to 0,0 reference point(s) ⊗



| EQUIPMENT LIST FOR AREAS SHOWN | | | | | | | | |
|--------------------------------|----------|------|-----------------|-----------------|----------------|------------|-----------|-------------|
| Pole | | | Luminaires | | | | | |
| QTY | LOCATION | SIZE | GRADE ELEVATION | MOUNTING HEIGHT | LUMINAIRE TYPE | QTY / POLE | THIS GRID | OTHER GRIDS |
| 2 | S15-S16 | 80' | - | 80' | TLC-LED-1200 | 4/4* | 4 | 4 |
| 2 | S19-S20 | 80' | - | 80' | TLC-LED-1200 | 4/4* | 4 | 4 |
| 4 | TOTALS | | | | | | 32 | 16 |

* This structure utilizes a back-to-back mounting configuration



| GRID SUMMARY | |
|--------------|------------------|
| Name: | Soccer 7 |
| Size: | 330' x 225' |
| Spacing: | 30.0' x 30.0' |
| Height: | 3.0' above grade |

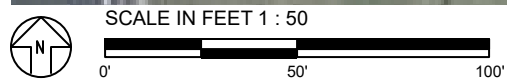
| ILLUMINATION SUMMARY | |
|-----------------------------------|----------|
| MAINTAINED HORIZONTAL FOOTCANDLES | |
| Entire Grid | |
| Guaranteed Average: | 20 |
| Scan Average: | 21.35 |
| Maximum: | 28 |
| Minimum: | 17 |
| Avg / Min: | 1.28 |
| Guaranteed Max / Min: | 3 |
| Max / Min: | 1.70 |
| UG (adjacent pts): | 1.39 |
| CU: | 0.79 |
| No. of Points: | 88 |
| LUMINAIRE INFORMATION | |
| Applied Circuits: | G |
| No. of Luminaires: | 16 |
| Total Load: | 18.72 kW |

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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| EQUIPMENT LIST FOR AREAS SHOWN | | | | | | | |
|--------------------------------|----------|------|-----------------|-----------------|----------------|------------|-----------|
| Pole | | | Luminaires | | | | |
| QTY | LOCATION | SIZE | GRADE ELEVATION | MOUNTING HEIGHT | LUMINAIRE TYPE | QTY / POLE | THIS GRID |
| 2 | S15-S16 | 80' | - | 80' | TLC-LED-1200 | 4/4* | 8 |
| 2 | S17-S18 | 80' | - | 80' | TLC 1500W MZ 5 | 1* | 0 |
| | | | | 80' | TLC 1500W MZ 4 | 5* | 0 |
| | | | | 80' | TLC-LED-1200 | 4 | 4 |
| 2 | S19-S20 | 80' | - | 80' | TLC-LED-1200 | 4/4* | 4 |
| 6 | TOTALS | | | | | | 20 |

*This structure utilizes a back-to-back mounting configuration



| GRID SUMMARY | |
|--------------|---------------------|
| Name: | Property Line Spill |
| Spacing: | 30.0' |
| Height: | 3.0' above grade |

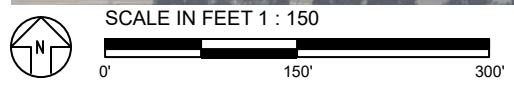
| ILLUMINATION SUMMARY | |
|------------------------|--------------------|
| HORIZONTAL FOOTCANDLES | |
| Scan Average: | Entire Grid 0.0411 |
| Maximum: | 0.19 |
| Minimum: | 0.00 |
| No. of Points: | 61 |
| LUMINAIRE INFORMATION | |
| Applied Circuits: | F, G, H |
| No. of Luminaires: | 32 |
| Total Load: | 37.44 kW |

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



| EQUIPMENT LIST FOR AREAS SHOWN | | | | | | | | | |
|--------------------------------|----------|------|-----------------|-----------------|----------------|------------|-----------|-------------|----|
| Pole | | | Luminaires | | | | | | |
| QTY | LOCATION | SIZE | GRADE ELEVATION | MOUNTING HEIGHT | LUMINAIRE TYPE | QTY / POLE | THIS GRID | OTHER GRIDS | |
| 2 | S15-S16 | 80' | - | 80' | TLC-LED-1200 | 4/4* | 8 | 0 | |
| 2 | S17-S18 | 80' | - | 80' | TLC 1500W MZ 5 | 1* | 0 | 1 | |
| | | | | 80' | TLC 1500W MZ 4 | 5* | 0 | 5 | |
| | | | | 80' | TLC-LED-1200 | 4 | 4 | 0 | |
| 2 | S19-S20 | 80' | - | 80' | TLC-LED-1200 | 4/4* | 4 | 4 | |
| 6 | TOTALS | | | | | | 52 | 32 | 20 |

*This structure utilizes a back-to-back mounting configuration



| GRID SUMMARY | |
|--------------|---------------------|
| Name: | Property Line Spill |
| Spacing: | 30.0' |
| Height: | 3.0' above grade |

| ILLUMINATION SUMMARY | |
|--------------------------|-----------------------|
| MAX VERTICAL FOOTCANDLES | |
| Scan Average: | Entire Grid 0.0949 |
| Maximum: | 0.44 |
| Minimum: | 0.00 |
| No. of Points: | 61 |
| LUMINAIRE INFORMATION | |
| Applied Circuits: | F, G, H |
| No. of Luminaires: | 32 |
| Total Load: | 37.44 kW |

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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| EQUIPMENT LIST FOR AREAS SHOWN | | | | | | | |
|--------------------------------|----------|------|-----------------|-----------------|----------------|------------|-----------|
| Pole | | | | Luminaires | | | |
| QTY | LOCATION | SIZE | GRADE ELEVATION | MOUNTING HEIGHT | LUMINAIRE TYPE | QTY / POLE | THIS GRID |
| 2 | S15-S16 | 80' | - | 80' | TLC-LED-1200 | 4/4* | 8 |
| 2 | S17-S18 | 80' | - | 80' | TLC 1500W MZ 5 | 1* | 0 |
| | | | | 80' | TLC 1500W MZ 4 | 5* | 0 |
| | | | | 80' | TLC-LED-1200 | 4 | 4 |
| 2 | S19-S20 | 80' | - | 80' | TLC-LED-1200 | 4/4* | 4 |
| 6 | TOTALS | | | | | 52 | 32 |
| | | | | | | | 20 |

*This structure utilizes a back-to-back mounting configuration



| GRID SUMMARY | |
|--------------|---------------------|
| Name: | Property Line Spill |
| Spacing: | 30.0' |
| Height: | 3.0' above grade |

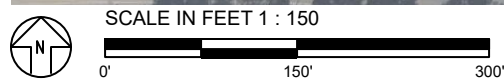
| ILLUMINATION SUMMARY | |
|-----------------------|--------------------------|
| CANDELA (PER FIXTURE) | |
| Scan Average: | Entire Grid 2304.4170 |
| Maximum: | 12532.42 |
| Minimum: | 0.00 |
| No. of Points: | 61 |
| LUMINAIRE INFORMATION | |
| Applied Circuits: | F, G, H |
| No. of Luminaires: | 32 |
| Total Load: | 37.44 kW |

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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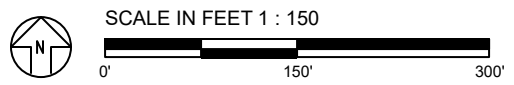


| EQUIPMENT LAYOUT | | | | | | |
|---|--|--|--|--|--|--|
| INCLUDES: | | | | | | |
| · Soccer 1 | | | | | | |
| · Soccer 6 | | | | | | |
| · Soccer 7 | | | | | | |
| Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing. | | | | | | |
| Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations. | | | | | | |

| EQUIPMENT LIST FOR AREAS SHOWN | | | | | | |
|--------------------------------|--------------------|------|-----------------|-----------------|--|---------------|
| QTY | Pole | | | Luminaires | | QTY / POLE |
| | LOCATION | SIZE | GRADE ELEVATION | MOUNTING HEIGHT | LUMINAIRE TYPE | |
| 4 | S15-S16 S19-S20 | 80' | - | 80' | TLC-LED-1200 | 4/4* |
| 2 | S17-S18 | 80' | - | 80' 80' | TLC 1500W MZ 5 TLC 1500W MZ 4 TLC-LED-1200 | 1* 5* 4 |
| 6 | TOTALS | | | | | 52 |

* This structure utilizes a back-to-back mounting configuration

| SINGLE LUMINAIRE AMPERAGE DRAW CHART | | | | | | | |
|--|---|-------------|-------------|-------------|-------------|-------------|-------------|
| Ballast Specifications (.90 min power factor) | Line Amperage Per Luminaire (max draw) | | | | | | |
| | 208 (60) | 220 (60) | 240 (60) | 277 (60) | 347 (60) | 380 (60) | 480 (60) |
| Single Phase Voltage | 208 (60) | 220 (60) | 240 (60) | 277 (60) | 347 (60) | 380 (60) | 480 (60) |
| TLC-LED-1200 | 7.0 | 6.6 | 6.1 | 5.2 | 4.2 | 4.0 | 3.0 |
| 1500 watt MZ | 8.1 | 7.7 | 7.1 | 6.1 | 4.8 | 4.4 | 3.5 |



ENGINEERED DESIGN By: H.Sabers · File #167006B · 22-Mar-22

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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Control System Summary

Project Information

Project Specific Notes:

Project #: 167006
 Project Name: Francis Ryan Park Fields 6 And 7 LED
 Date: 03/22/22
 Project Engineer: Hunter Sabers
 Sales Representative: Karin Anderson
 Control System Type: Control-Link™ Control and Monitoring System
 Communication Type: PowerLine-ST
 Scan: 167006B
 Document ID: 167006P1V2-0322161437
 Distribution Panel Location or ID: Service #1
 Total # of Distribution Panel Locations for Project: 1
 Design Voltage/Hertz/Phase: 480/60/3
 Control Voltage: 120

Equipment Listing

| DESCRIPTION | APPROXIMATE SIZE |
|-----------------------------------|------------------------|
| 1. Control and Monitoring Cabinet | 24 X 72 |
| | QTY SIZE (AMPS) |
| Total Contactors | 8 30 AMP |
| Total Off/On/Auto Switches: | 2 |

*Preliminary Plan
Confirm all Details - voltage,
of distribution panels, etc.*

Materials Checklist

Contractor/Customer Supplied:

- A dedicated control circuit must be supplied per distribution panel location
 - If the control voltage is NOT available, a control transformer is required
- Electrical distribution panel to provide overcurrent protection for circuits
 - HID rated or D-curve circuit breaker sized per full load amps on Circuit Summary by Zone Chart
- Wiring
 - See chart on page 2 for wiring requirements
 - Equipment grounding conductor and splices must be insulated (per circuit)
 - Lightning ground protection (per pole), if not Musco supplied
- Electrical conduit wireway system
 - Entrance hubs rated NEMA 4, must be die-cast zinc, PVC, or copper-free die-cast aluminum
- Mounting hardware for cabinets
- Breaker lock-on device to prevent unauthorized power interruption to control power and powerline connection (if present)
- Anti-corrosion compound to apply to ends of wire, if necessary

Call Control-Link Central™ operations center at 877/347-3319 to schedule activation of the control system upon completion of the installation.

Note: Activation may take up to 1 1/2 hours.

IMPORTANT NOTES

1. Please confirm that the design voltage listed above is accurate for this facility. Design voltage/phase is defined as the voltage/phase being connected and utilized at each lighting pole's electrical components enclosure disconnect. Inaccurate design voltage/phase can result in additional costs and delays. Contact your Musco sales representative to confirm this item.
2. In a 3 phase design, all 3 phases are to be run to each pole. When a 3 phase design is used Musco's single phase luminaires come pre-wired to utilize all 3 phases across the entire facility.
3. One contactor is required for each pole. When a pole has multiple circuits, one contactor is required for each circuit. All contactors are 100% rated for the published continuous load. All contactors are 3 pole.
4. If the lighting system will be fed from more than one distribution location, additional equipment may be required. Contact your Musco sales representative.
5. A single control circuit must be supplied per control system.
6. Size overcurrent devices using the full load amps column of the Circuit Summary By Zone chart- Minimum power factor is 0.9.

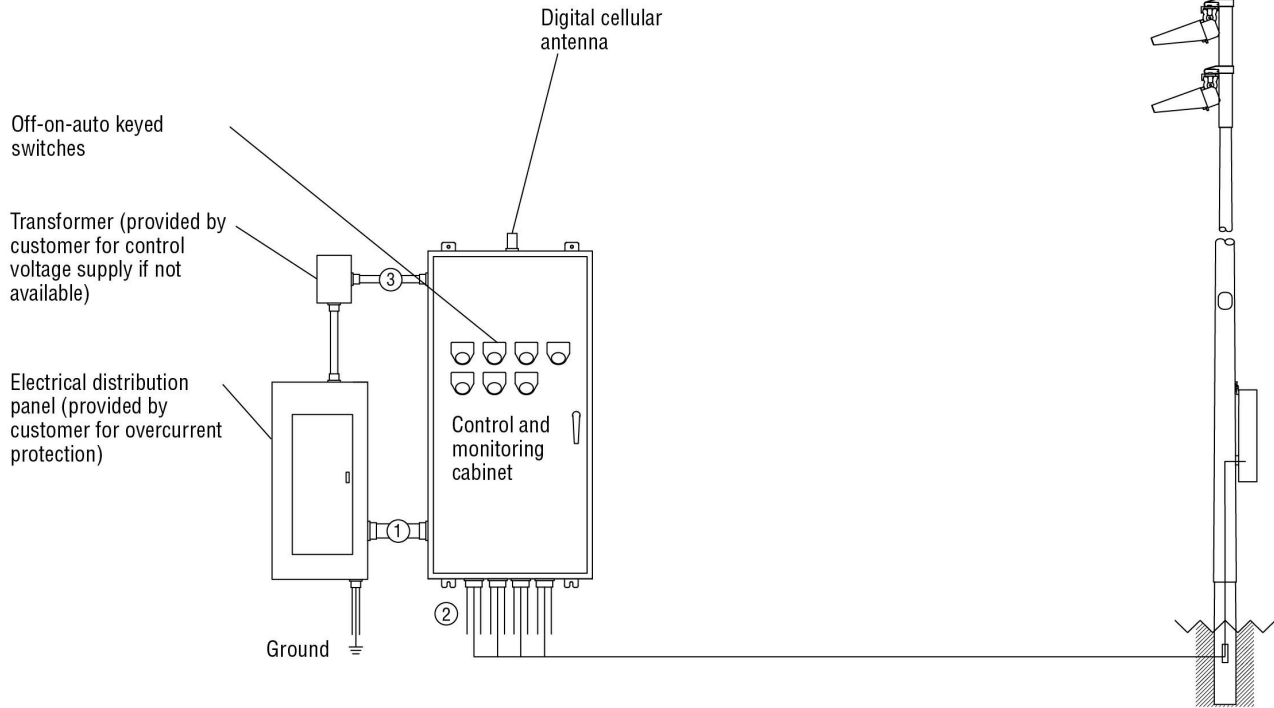
NOTE: Refer to Installation Instructions for more details on equipment information and the installation requirements.



Control System Summary

Francis Ryan Park Fields 6 And 7 LED / 167006 - 167006B
Service #1 - Page 2 of 4

Control-Link. Control and Monitoring System



| Conduit ID | Description | # of Wires | Wire (AWG) | Conduit (in) | Max. Wire Length (ft) | MUSCO Supplied | Notes |
|------------|--|------------|------------|--------------|-----------------------|----------------|-------|
| 1 | Line power to contactors, and equipment grounding conductor | *A | *B | *C | N/A | No | A-E |
| 2 | Load power to lighting circuits, and equipment grounding conductor | *A | *B | *C | N/A | No | A-E |
| 3 | Control power (dedicated, 20A) | 3 | 12 | *C | N/A | No | C,E |

* Notes:

- A. See voltage and phasing per the notes on cover page.
- B. Calculate per load and voltage drop.
- C. All conduit diameters should be per code unless otherwise specified to allow for connector size.
- D. Equipment grounding conductor and any splices must be insulated.
- E. Refer to control and monitoring system installation instructions for more details on equipment information and the installation requirements.

R60-100-00_B

IMPORTANT: Control wires (3) must be in separate conduit from line and load power wires (1, 2).



Control System Summary

Francis Ryan Park Fields 6 And 7 LED / 167006 - 167006B
Service #1 - Page 3 of 4

SWITCHING SCHEDULE

| Field/Zone Description | Zones |
|------------------------|-------|
| Soccer 6 | 2 |
| Soccer 7 | 3 |

| CONTROL POWER CONSUMPTION | |
|--|----------------|
| 120V Single Phase | |
| VA loading of Musco Supplied Equipment | INRUSH: 2533.0 |
| | SEALED: 283.8 |

CIRCUIT SUMMARY BY ZONE

| POLE | CIRCUIT DESCRIPTION | # OF FIXTURES | # OF DRIVERS | *FULL LOAD AMPS | CONTACTOR SIZE (AMPS) | CONTACTOR ID | ZONE |
|------|---------------------|---------------|--------------|-----------------|-----------------------|--------------|------|
| S15 | Soccer 6 | 4 | 4 | 7.9 | 30 | C1 | 2 |
| S16 | Soccer 6 | 4 | 4 | 7.9 | 30 | C2 | 2 |
| S17 | Soccer 6 | 4 | 4 | 7.9 | 30 | C3 | 2 |
| S18 | Soccer 6 | 4 | 4 | 7.9 | 30 | C4 | 2 |
| S15 | Soccer 7 | 4 | 4 | 7.9 | 30 | C5 | 3 |
| S16 | Soccer 7 | 4 | 4 | 7.9 | 30 | C6 | 3 |
| S19 | Soccer 7 | 4 | 4 | 7.9 | 30 | C7 | 3 |
| S20 | Soccer 7 | 4 | 4 | 7.9 | 30 | C8 | 3 |

*Full Load Amps based on amps per driver.



Control System Summary

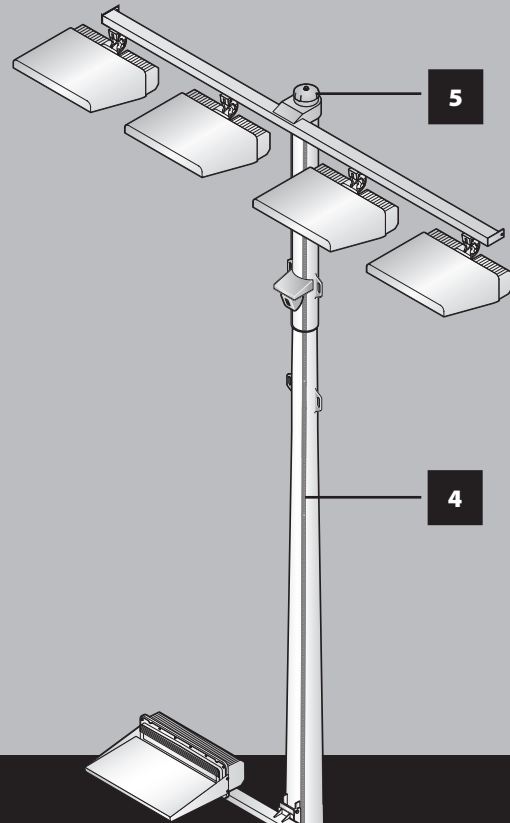
Francis Ryan Park Fields 6 And 7 LED / 167006 - 167006B
 Service #1 - Page 4 of 4

| PANEL SUMMARY | | | | | | |
|---------------|-------------------------|--------------|---------------------|----------------|-----------------------------------|--------------------------------------|
| CABINET # | CONTROL MODULE LOCATION | CONTACTOR ID | CIRCUIT DESCRIPTION | FULL LOAD AMPS | DISTRIBUTION PANEL ID (BY OTHERS) | CIRCUIT BREAKER POSITION (BY OTHERS) |
| 1 | 1 | C1 | Pole S15 | 7.87 | | |
| 1 | 1 | C2 | Pole S16 | 7.87 | | |
| 1 | 1 | C3 | Pole S17 | 7.87 | | |
| 1 | 1 | C4 | Pole S18 | 7.87 | | |
| 1 | 1 | C5 | Pole S15 | 7.87 | | |
| 1 | 1 | C6 | Pole S16 | 7.87 | | |
| 1 | 1 | C7 | Pole S19 | 7.87 | | |
| 1 | 1 | C8 | Pole S20 | 7.87 | | |

| ZONE SCHEDULE | | | | |
|---------------|-----------------|------------------|---------------------|--------------|
| ZONE | SELECTOR SWITCH | ZONE DESCRIPTION | CIRCUIT DESCRIPTION | |
| | | | POLE ID | CONTACTOR ID |
| Zone 2 | 1 | Soccer 6 | S15 | C1 |
| | | | S16 | C2 |
| | | | S17 | C3 |
| | | | S18 | C4 |
| Zone 3 | 2 | Soccer 7 | S15 | C5 |
| | | | S16 | C6 |
| | | | S19 | C7 |
| | | | S20 | C8 |

Item 13.

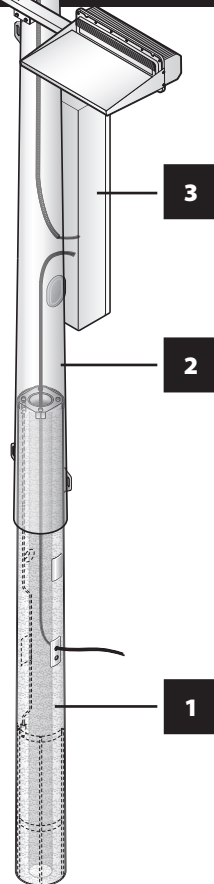
Diode Light Source—LED



Installation Instructions: **Light-Structure System™**

Fast, trouble-free installation with
5 Easy Pieces™ approach to system design

- 5** Poletop Luminaire Assembly
- 4** Wire Harness
- 3** Electrical Components Enclosure
- 2** Galvanized Steel Pole
- 1** Precast Concrete Base



Installation Instructions: **Light-Structure System™**

Table of Contents



| | |
|--|-----|
| Before You Begin | |
| Safety Information | 3 |
| About These Instructions | 3 |
| Standard Tools/Supplies Checklist | 4 |
| Electrical System Requirements..... | 5 |
| Components Matching and Labeling | 5 |
| Documents We Provide..... | 6 |
| Unloading Instructions | 7 |
| Precast Concrete Base | |
| Overview | 8 |
| Installation Procedure..... | 8 |
| Galvanized Steel Pole and Poletop Luminaire Assembly | |
| Overview | 11 |
| Assembly Procedure..... | 11 |
| Bolt-on Crossarms | |
| Overview | 13 |
| Assembly Procedure..... | 13 |
| Electrical Components Enclosure | |
| Overview | 16 |
| Assembly Procedure..... | 16 |
| Wire Harness | |
| Overview | 21 |
| Assembly Procedure..... | 21 |
| Luminaire Attachment | |
| Overview | 22 |
| Assembly Procedure..... | 22 |
| Pole Setting and Alignment | |
| Overview | 25 |
| Installation Procedure..... | 25 |
| Connecting to Supply Wiring | |
| Overview | 30 |
| Installation Procedure..... | 30 |
| Supplemental Instructions for Optional Features or Special Situations | |
| Provided with your project as needed | |
| Painted Pole Special Requirements | A |
| Separating Steel Pole Sections | C-1 |
| Separating Steel Pole from Concrete Base..... | C-2 |
| Auxiliary Bracket | D |
| Platform, Climbing Steps, and Safety Cable | E |
| Climbing Steps and Safety Cable..... | F |
| External Lightning Grounding..... | J |

Installation Instructions: Light-Structure System™

Item 13.

Before You Begin

Safety Information

Electrical Safety Guidelines

Use extreme caution near overhead power lines or underground utilities. Observe all safety precautions for high-voltage equipment. Only qualified personnel may perform wiring. Follow all applicable building and electrical codes.

General Safety Guidelines

Follow proper safety procedures during installation. Installers must wear the appropriate personal protective equipment including:

- Hard hat
- Steel-toed shoes
- Leather work gloves
- Eye protection

Locate all underground utilities prior to digging.

All tools and equipment supplied by Musco are designed for specific use as described in these instructions. Do not use them in any other manner. Do not alter structural members in any way, such as bend, weld, or drill, without prior authorization from Musco.

The luminaires should be positioned so that prolonged staring into the luminaire at a distance closer than 12–37 m (40–121 ft) is not expected, per IEC/TR 62778. See table.

| Luminaire | Minimum Distance |
|----------------|------------------|
| TLC-LED-350 | 29 m (95 ft) |
| TLC-LED-400 | 24 m (79 ft) |
| TLC-LED-550 | 29 m (95 ft) |
| TLC-LED-550NR | 29 m (95 ft) |
| TLC-BT-575 | 12 m (38 ft) |
| TLC-LED-600 | 24 m (79 ft) |
| TLC-LED-900 | 24 m (79 ft) |
| TLC-LED-900NB | no minimum |
| TLC-LED-1150 | 12 m (40 ft) |
| TLC-LED-1200 | 37 m (121 ft) |
| TLC-LED-1400NB | 38 m (124 ft) |
| TLC-LED-1500 | 37 m (121 ft) |
| TLC-RGBW | 15 m (49 ft) |
| TLC-RGB-U | 12 m (38 ft) |
| TLC-BT-1500 | 37 m (121 ft) |



Install luminaires outside arm's reach of unauthorized personnel.

About These Instructions

These instructions give basic assembly procedures for the Light-Structure System. They are not a comprehensive guide to all possible situations. Direct any questions to your local Musco representative.

Before You Begin

Throughout this manual note these important symbols:

-  The safety alert symbol alerts you of situations that require care and caution to avoid serious personal injury.
-  The stop and check symbol signals you to stop and verify conditions before proceeding.
-  The contact Musco symbol appears in special situations where you may need to contact Musco for further information.
-  The go-to arrow indicates a branch in a procedure for special situations. In the case of optional equipment, the instructions may be in another document.
-  The tip symbol points out advice that makes installation easier.
-  The recycle symbol identifies recyclable materials.

Installation Instructions: Light-Structure System™

Item 13.

Before You Begin**Standard Tools/Supplies Checklist**

Refer to supplemental instructions provided for additional tools required.

| Contractor/installer supplied tools | Function | Page |
|---|---|-------------|
| Hammer, pry-bar, banding cutters | Unloading equipment | 7 |
| Water pump | Removing water from base holes (as needed) | 9 |
| Two 1½ ton chain-type come-alongs | Jacking pole sections together | 11, 29 |
| Large Phillips-head screwdriver | Tightening captive screws to seal enclosure to pole hub | 17 |
| Standard screwdriver | Tightening distribution lugs, 45 A disconnect switch | 30, 31 |
| Torque wrench with ⅜, ⅞ and ⅝ in sockets | Tightening luminaire retaining cable and spreader bar hardware | 15, 24 |
| Electrical fish tape, electrician's tape | Feeding wire harness through pole | 21 |
| Spray paint, chalk, or flags | Marking points to sight in aiming | 25 |
| Chalk or pencil | Making alignment marks | 29 |
| 10 ft (3 m) stepladder or small line truck | Connecting supply wires to electrical enclosure | 30, 31 |
| Musco supplied tools | Function | Page |
| Wooden base wedges | Setting base | 9 |
| Level with shim for base taper | Plumbing base | 9 |
| Steel bar | Setting base, seating pole on base | 9, 29 |
| 1⅞ in socket, extension, breaker bar, and 1⅞ in wrench | Tightening structural fasteners | 14 |
| ⅝ in hex key | Attaching handhole covers on base and steel pole | 8, 21, 30 |
| ⅞ in wrench | Tightening poletop set screw, pole cap fastener, enclosure hanger bolt, and spreader bar hardware | 12, 15, 17 |
| Dishwashing liquid (original Dawn®, ECOS® Pro, or DIAO™ brand) | Lubricating pole slip-fit connections | 11, 25 |
| Wooden shipping blocks | Elevating pole sections off ground during assembly | 11 |
| ⅞ in ratcheting combination wrench | Tightening captive bolts to secure luminaire assembly | 24 |
| Pole rotator kit | Guiding pole onto base, pole alignment | 25, 27, 28 |
| Steel chain | Setting pole on base | 29 |
| 5 mm hex key | Landing primary feed wires on 125 A disconnect switch | 31 |
| ⅜ in hex key | Attaching grounding conductors inside electrical enclosure | 30, 31 |
| ⅞ in hex key | Attaching grounding conductors inside pole at handhole | 31 |
| Machinery needed | Function | Page |
| Crane or forklift with nylon strapping and 8 ft (2.5 m) sling (sized to weight of base) | Unloading materials, setting bases | 7, 9 |
| Auger | Boring holes for bases | 8 |
| Load-rated crane, nylon slings, and shackles | Setting poles | 26 |

Documents You Need

- Musco Foundation And Pole Assembly Drawing
- Field Aiming Diagram
- Alternate foundation design (when present)
- Control System Summary



If you do not have all of these documents, contact your local Musco representative.

Before You Begin

Electrical System Requirements

While the majority of the Light-Structure System™ can be assembled by non-professionals, a qualified electrician must handle the electrical supply installation and hook-up in accordance with national, state, and local codes. Your electrician should review this information before installation begins.

The electrician is generally required to provide these items:

- Service entrance
- Main power disconnect and distribution panel(s)
- Supply wiring and insulated equipment grounding conductors

Ensure supply wiring is rated for 90°C. Review the label inside the electrical components enclosure door and *Control System Summary* for voltage and phase requirements.

Luminaires generate up to 2.6 mA per driver on the equipment grounding conductor and are designed to meet leakage current requirements per IEC 61347-1.

Basic insulation provided between RS-485 control input and main power supply.

Inspect all wiring for damage prior to installation.

Always dispose of electronic waste in accordance with all applicable laws and regulations.

Other features that may affect the wiring supply requirements for this project include:

- Lighting contactor cabinets — refer to installation instructions provided with control equipment and the *Musco Control System Summary*.
- Control-Link® system — refer to installation instructions provided with control equipment and the *Musco Control System Summary*.
- Auxiliary bracket option — customer supplies all wiring for auxiliary components. Refer to *Installation Instructions: Auxiliary Bracket*.

Volunteer Installation

Have a qualified electrician review and complete the following:

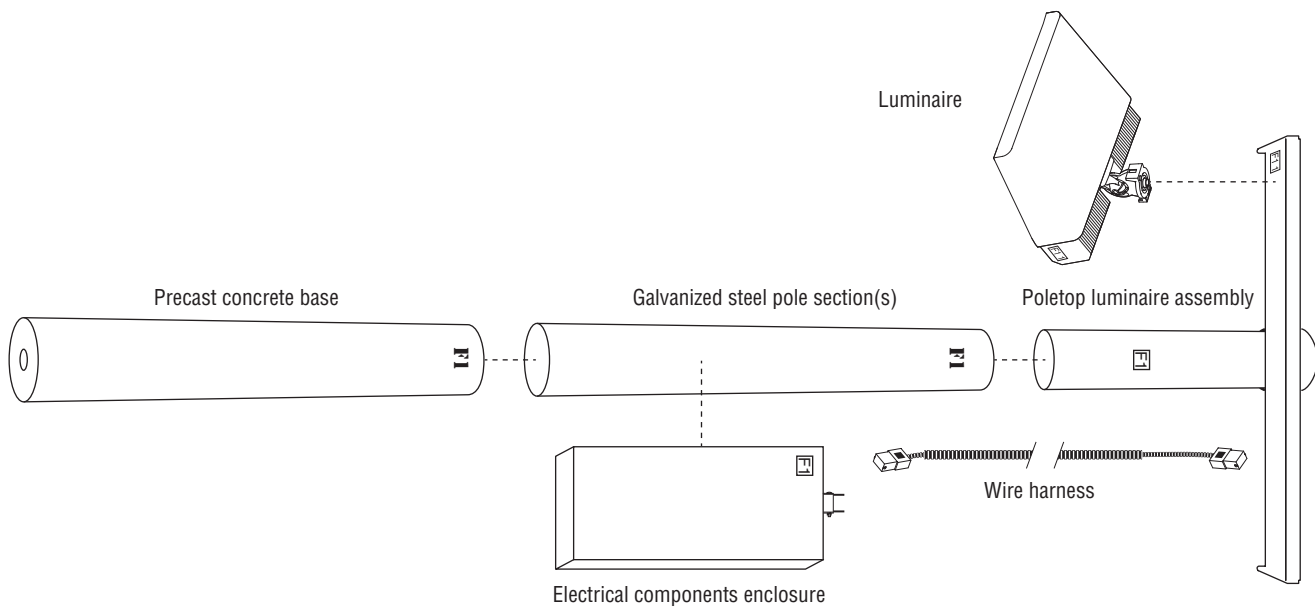
- Create electrical system design — prior to installation.
- Provide and install trenching, supply wiring, and conduit.
- Complete all steps from *Connecting to Supply Wiring* section.
- Test complete lighting system.

Before You Begin

Components Matching and Labeling

Pole locations are identified by a pole ID (A1, A2, B1, B2, etc.) on the *Field Aiming Diagram*. These IDs are also marked on the individual components:

- Poletop luminaire assemblies, bolt-on crossarms, and luminaire shipping cartons
- Wire harnesses
- Electrical components enclosures
- Galvanized steel pole sections
- Precast concrete bases



Installation Instructions: Light-Structure System™

Item 13.

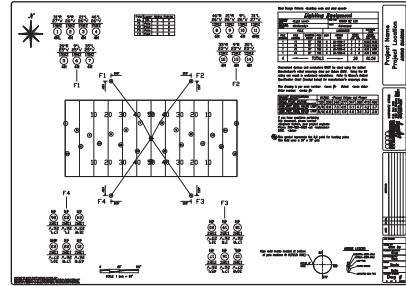
Before You Begin

Documents We Provide

Field Aiming Diagram

The *Field Aiming Diagram* is your map for locating all poles on your project. It gives this information:

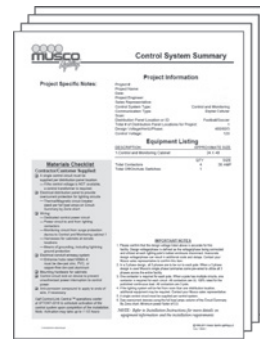
- Pole IDs, locations, and heights
- Luminaire IDs
- Field origin for coordinate measuring
- Common aiming point for all poles, or individual aiming points for each pole
- Factory-set aiming information for each luminaire
- Full load current for each luminaire



Control System Summary

Projects with a control system include a *Control System Summary*. It gives this information:

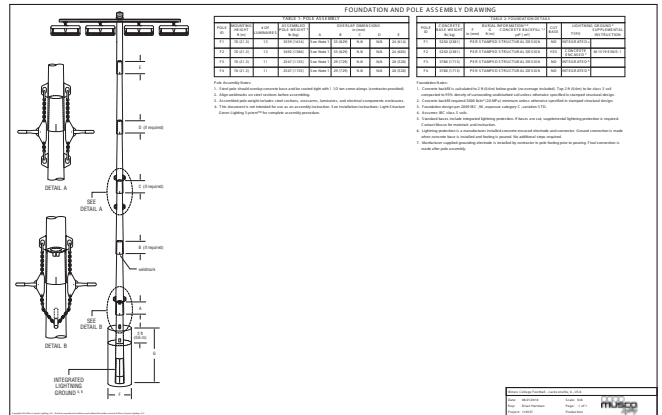
- Control system diagram and details
- Contactors and cabinets
- Lighting circuits
- Voltage, phase, and frequency information
- Full load current for each circuit



Musco Foundation and Pole Assembly Drawing

This drawing provides information related to the installation of the foundation and the galvanized steel pole.

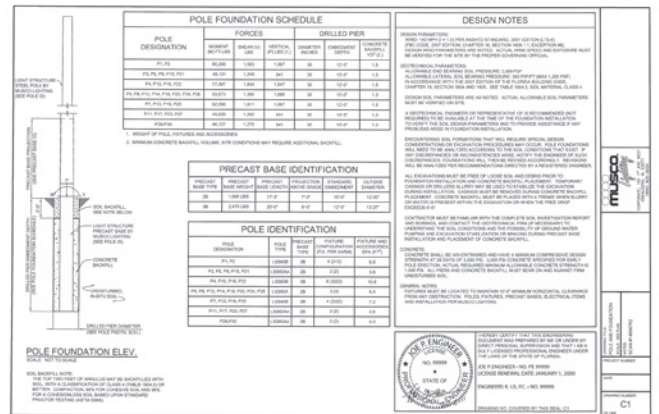
- Pole weight
- Precast concrete base weight
- Hole depth and diameter
- Concrete backfill quantities
- Pole section minimum overlaps



Note: Foundation details are omitted on projects with alternate foundation design.

Alternate Foundation Design

Some poles on a project may require an alternate foundation design. This stamped drawing provides construction details of the alternative design. This document supersedes all other foundation information.




Installation Instructions: Light-Structure System™

Before You Begin

Unloading Instructions

A typical shipment includes precast concrete bases, galvanized steel poles, electrical components enclosures, wire harnesses, and poletop luminaire assemblies with luminaires.

 For ease of installation, set all matched components by the proper pole location as noted on the *Field Aiming Diagram*.

Tools/Materials Needed


- Crane with nylon web sling or forklift (load rated)
- Hammer
- Pry bar
- Banding cutters


 **Warning**
Crushing hazard. Product is heavy and may roll.


Do not cut shipping bands or remove blocking from concrete bases or poles until they are supported by unloading equipment.


Use proper pick-up procedures conforming with local regulations when lifting concrete bases and poles. Balance point may not be at midpoint of base or pole.

- Check bill of lading to verify you have all materials.
- Inspect all materials for shipping damage.
- Store electrical components enclosures and luminaires in a dry location or cover with tarp until ready to install.

 Painted poles require special handling, see *Instructions: Painted Pole Special Requirements*.

 If additional information is needed, contact your local Musco representative.

 Save wooden shipping blocks to use during pole assembly.

 Please recycle.
Luminaires, wire harnesses, and other components are shipped in recyclable cardboard packaging.



Installation Instructions: Light-Structure System™

Item 13.

Precast Concrete Base

Overview

The precast concrete base is set directly into the ground, backfilled with concrete, and allowed to cure for 12 to 24 hours. The base is designed for easy slip-fit connection to the galvanized steel pole. The remaining components — steel pole, poletop luminaire assembly, electrical components enclosure, and wire harness — are assembled as a unit and set onto the base. The base includes an integrated lightning ground system.

Tools/Materials Needed


Musco Supplied


- Field Aiming Diagram
- Musco Foundation and Pole Assembly Drawing or alternate foundation design
- Steel bar
- Wooden base wedges
- Level with shim for tapered base
- 5/32 in hex key

Contractor Supplied

- Crane or forklift with nylon strapping and 8 ft (2.5 m) sling sized to weight of base
- Conduit for underground wiring
- Concrete backfill
- Water pump (as needed)

Installation Procedure

 Verify pole ID on concrete base matches pole location on *Field Aiming Diagram*.

 For options on poor soil conditions, alternative installation methods, or if there are any issues with pole locations given, contact your local Musco representative. Your project engineer's name appears on *Field Aiming Diagram*.

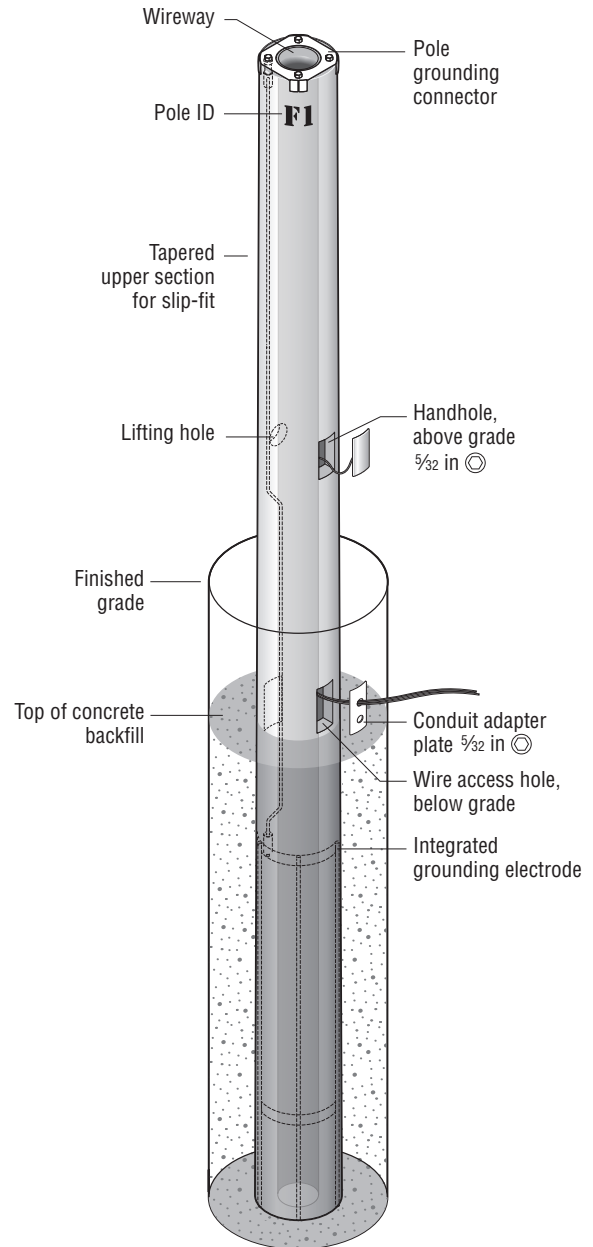
Note: Use only project-specific foundation designs as detailed on Musco Foundation and Pole Assembly Drawing or alternate foundation design plan.

1 Mark pole locations per *Field Aiming Diagram*.

2 Excavate holes to size and depth given on Musco *Foundation and Pole Assembly Drawing* or alternate foundation design.

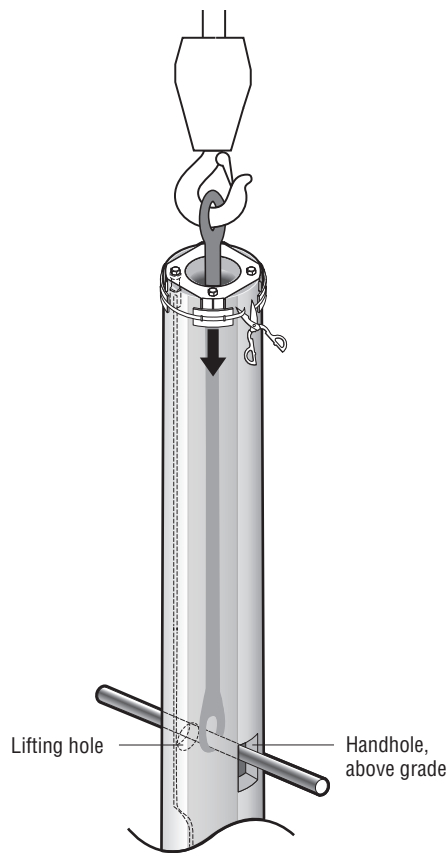
 **Warning**
Fall hazard

Cover holes or install fencing for fall safety.




Precast Concrete Base

- 3** Sling and lower base into hole. Orient wire access hole to accommodate incoming supply wiring. Snip banding and remove tab protectors.

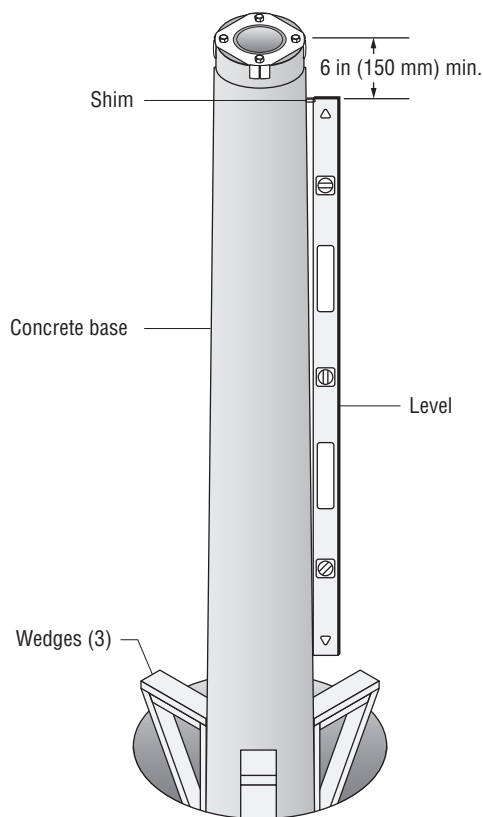


- 4** Plumb base and wedge into position. Use supplied level with shim on upper end against base. Shim accommodates taper of base. Top of base is beveled. Keep level at least 6 in (150 mm) from top when plumbing.

- 5** Remove any water from hole to avoid weakening foundation. Water in hole during concrete pour can also cause hollow center of base to fill with concrete.

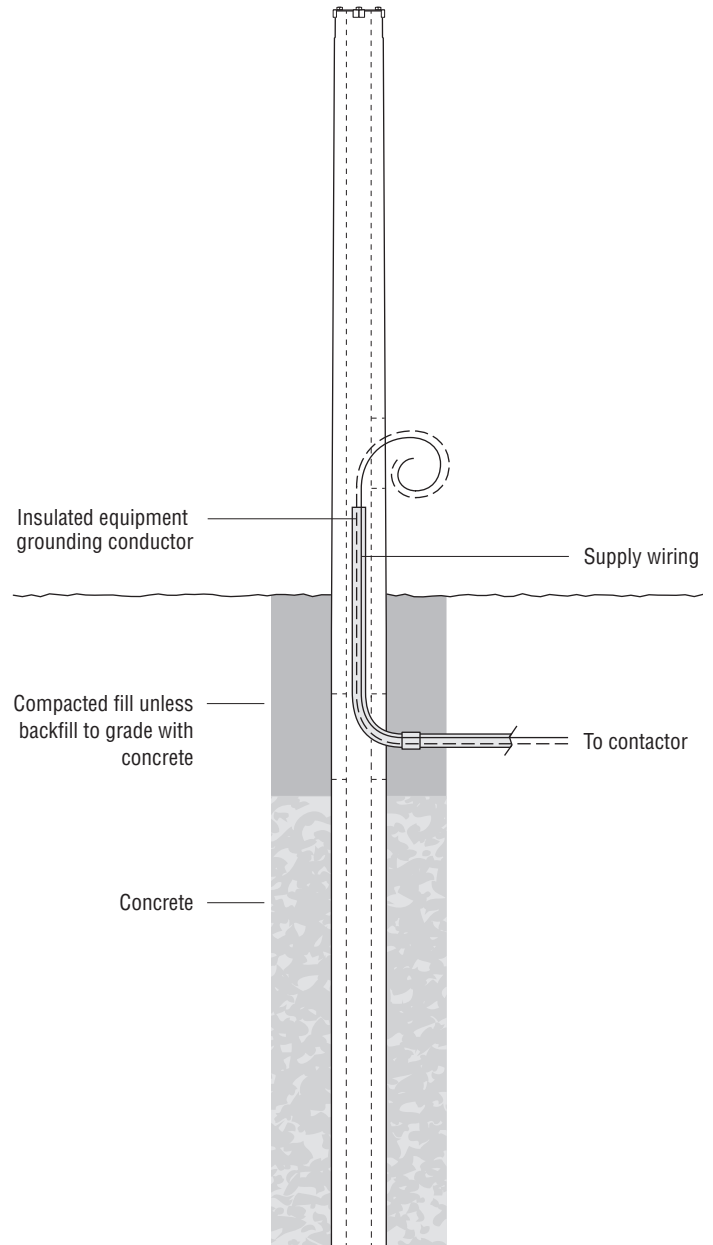
-  If backfilling to finished grade with concrete instead of compacted fill, be sure to maintain wire access.

- 6** Backfill with concrete per *Musco Foundation and Pole Assembly Drawing* or alternate foundation design.



Precast Concrete Base

- 7** Have your electrician install all underground conduit and wiring, including insulated equipment grounding conductor. Route wires up through base to handhole. Conduit adapter plates with knockouts are provided. You may also install wiring after standing pole.
- 8** Backfill with compacted soil to finished grade unless alternate foundation design requires concrete to finished grade.



Galvanized Steel Pole and Poletop Luminaire Assembly

Overview

The galvanized steel pole and poletop luminaire assembly are designed to slip-fit together. Jacking ears on each pole section provide attachment points to pull pole sections together. The *Musco Foundation and Pole Assembly Drawing* gives minimum overlap specifications for each pole section.

Tools/Materials Needed

Musco Supplied

- Wooden shipping blocks
- Musco Foundation and Pole Assembly Drawing
- 5/16 in wrench
- Dishwashing liquid (original Dawn®, ECOS® Pro, or DIAO™ brand)

Contractor Supplied

- Two 1½ ton chain come-alongs

Assembly Procedure



Verify pole ID on each steel pole section matches pole location on *Field Aiming Diagram*. Pole ID is stenciled on inside bottom end and outside top end of each section.

1

Lay out all pole sections and poletop luminaire assembly in sequence. Ensure all weldmarks face same direction. Weldmarks represent field side of pole.



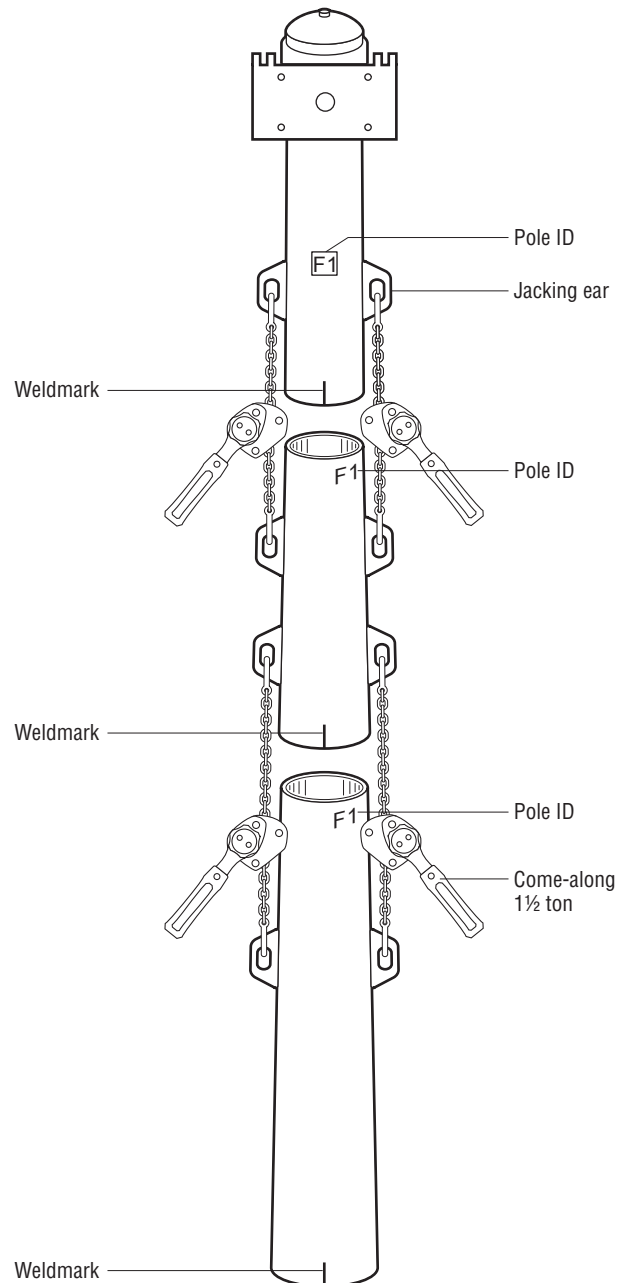
Use shipping blocks as necessary to support pole sections during assembly.

2

Lubricate top of each steel pole section with supplied dishwashing liquid.

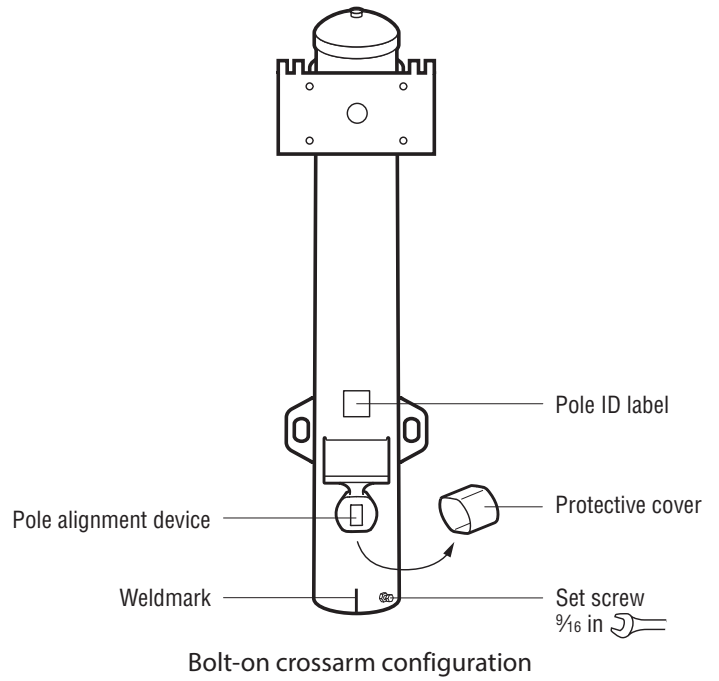
3



Align jacking ears. Using two 1½ ton come-alongs, pull sections together evenly until tight. Ensure minimum overlap per *Musco Foundation and Pole Assembly Drawing*. Repeat for all sections.

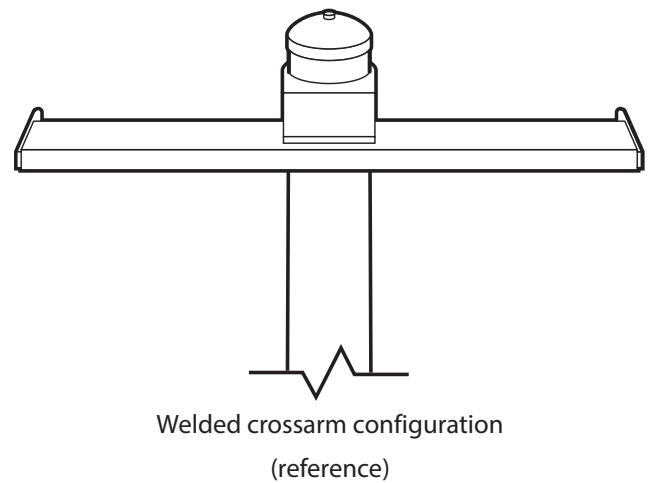


Galvanized Steel Pole and Poletop Luminaire Assembly

- 4** Tighten set screw using $\frac{1}{16}$ in wrench.
- 5** Remove protective cover from pole alignment device.



-  If pole has welded crossarms, skip *Bolt-on Crossarms* section. Proceed to *Electrical Components Enclosure* section.
-  See *Installation Instructions: Platform, Climbing Steps, and Safety Cable*, if your project includes these items.



Bolt-on Crossarms

Overview

Due to shipping restrictions, it is sometimes necessary to ship crossarms separate from the poletop section. For these situations, the crossarms are designed to easily attach to the poletop.

Tools/Materials Needed

Musco Supplied:

- ¾ in drive 1½ in socket
- ¾ in drive breaker bar
- ¾ in drive 4 in extension
- 1½ in wrench
- Spreader bars
- ⅜ in fasteners (for spreader bars)
- ⅝ in structural fasteners
- ⅞ in wrench

Contractor Supplied:

- Torque wrench with ⅞ and ⅝ in socket

Assembly Procedure



Verify pole ID on crossarm matches ID of pole.

Note: Each crossarm is factory assembled for a specific position on poletop section to ensure correct aiming. Top side of crossarm is labeled with crossarm's position number. Example: Position 1 is installed on first position from top of poletop section.

1

Position crossarm near poletop, and feed crossarm wire harness through hole in center of poletop plate.

Route wire harness for crossarms 1–3 to top of pole.

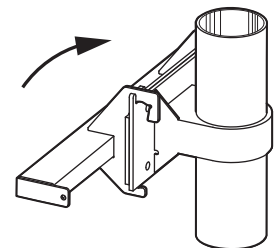
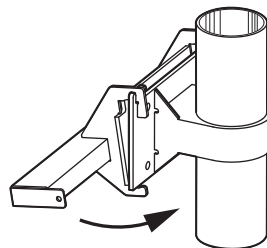
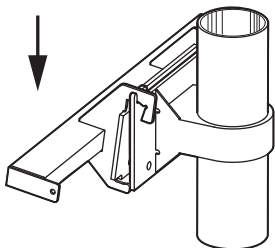
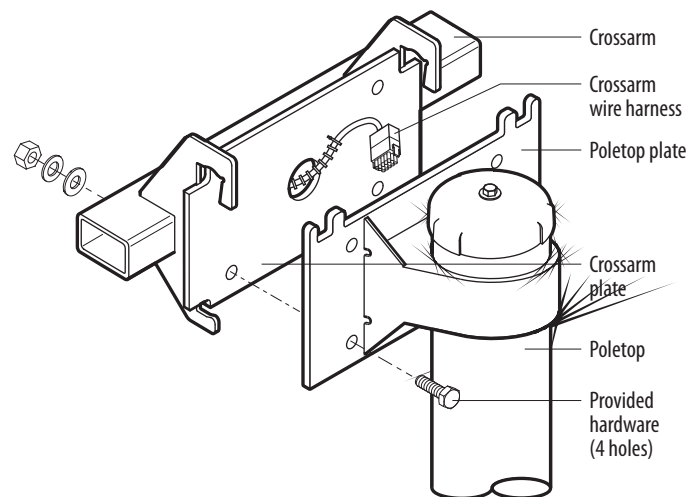
Route wire harness for crossarms 4–7 to handhole below crossarm position 5.

2

Position crossarm as shown below.

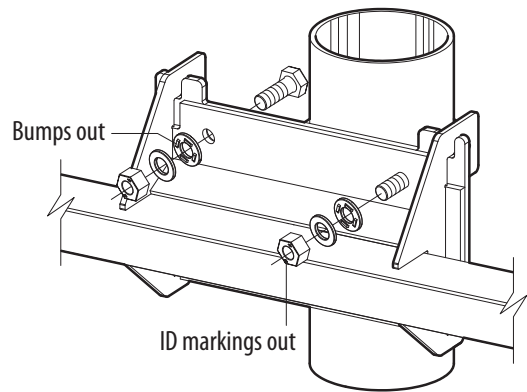


Ensure crossarm wire harness is not pinched between mating plates.

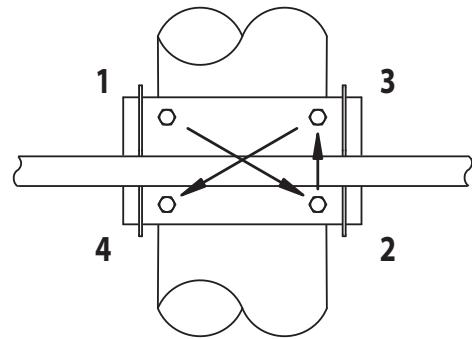


Bolt-on Crossarms

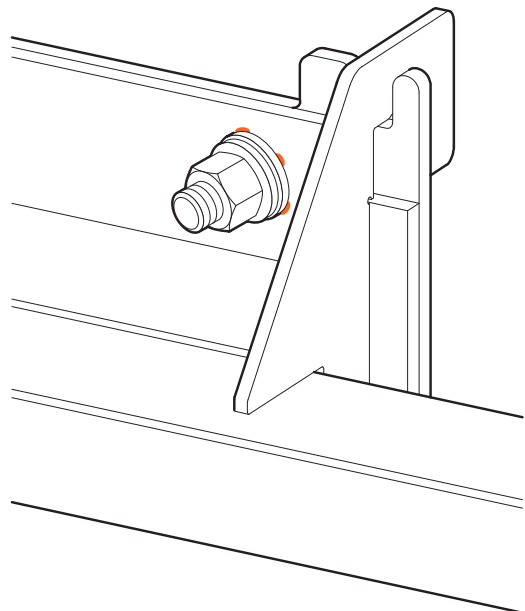
- 3** Install bolts through plates with threads away from pole. Place direct tension indicating (DTI) washer next, with flat surface (orange material) against plate, and bumps facing out toward nut. Place flat washer next, followed by nut. Small ID markings on nut must face out to allow proper identification of nut.



- 4** Snug all nuts. Using supplied 1 $\frac{1}{8}$ in wrench, tighten each nut until plates are in firm contact. Follow tightening sequence shown.





- 5** Using supplied breaker bar, 1 $\frac{1}{8}$ in socket, extension, and wrench, tighten each nut until orange extrusion appears from at least three bumps.



Bolt-on Crossarms

6 Repeat steps 1–5 for remaining crossarms.

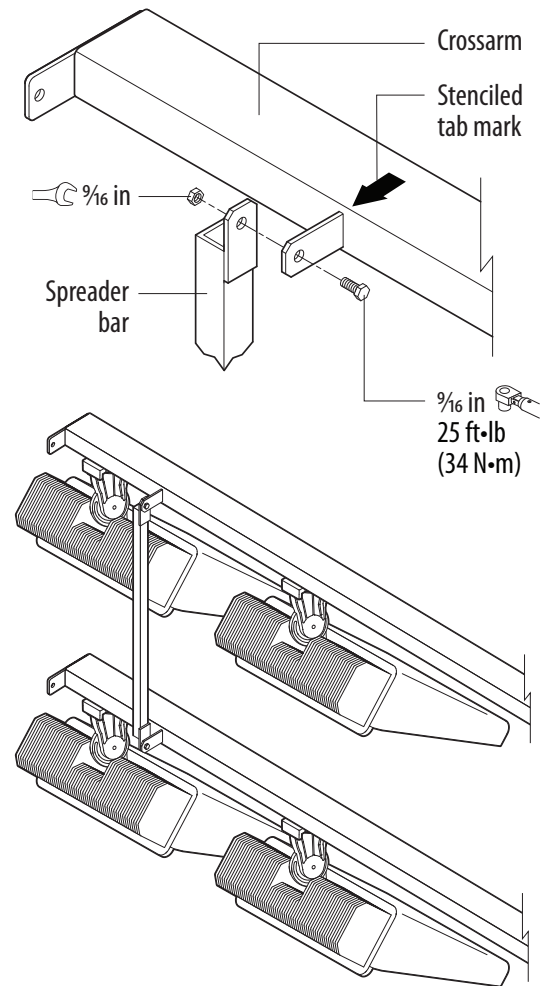
 Do not reuse structural fasteners. Discard if removed or loosened after tightening.

 Refer to the *Field Aiming Diagram* to determine if a pole requires spreader bars. If so, spreader bars are bundled together and marked with the pole ID. Additionally, the pole crossarms are stenciled indicating which tabs to use. Crossarms are joined in groups of two or three with the greatest grouping on top; do not form other groupings.

7 Install spreader bars with $\frac{3}{8}$ in fasteners at the locations marked on each crossarm. Torque to 25 ft•lb (34 N•m).

Spreader bars may come in two sizes, 30½ in (775 mm) and 60 in (1524 mm). Always install longer bars to upper three crossarms.

 See *Installation Instructions: Platform, Climbing Steps, and Safety Cable*, if your project includes these items.



Electrical Components Enclosure

Overview

The electrical components enclosure is factory-wired and tested. Built-in hardware allows for easy attachment to the galvanized steel pole. Quick-connect plug-ins ensure trouble-free connection to the poletop luminaire assembly via the wire harness.

Tools/Materials Needed

Musco Supplied

1/16 in wrench

3/16 in hex key

Contractor Supplied

Phillips-head screwdriver

Standard screwdriver

Assembly Procedure



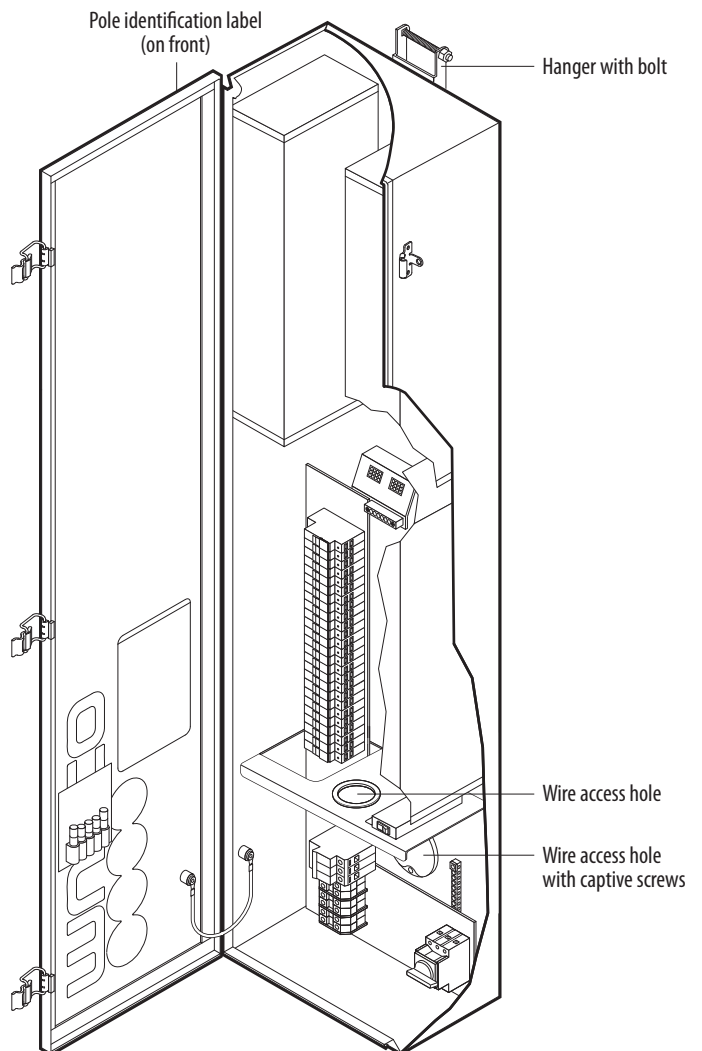
Verify pole ID on electrical components enclosure matches pole location on *Field Aiming Diagram*.



Caution

Electrical components enclosures are heavy.


Electrical components enclosure may weigh up to 65 lb (30 kg). Lift carefully with two people to avoid injury.



Installation Instructions: Light-Structure System™

Electrical Components Enclosure


- 1** Mount bottom enclosure on pole. Align wire access hole with hub. Tighten captive screws using Phillips-head screwdriver. Tighten hanger bolt with 5/16 in wrench.
- 2** Mount middle and/or top enclosures. Align access hole with hub and slide box onto hanger bracket. Tighten hanger bolt with 5/16 in wrench.


 Only qualified personnel may perform wiring. Route wires as shown, but leave the final connections for your electrician. See section *Connecting to Supply Wiring*.

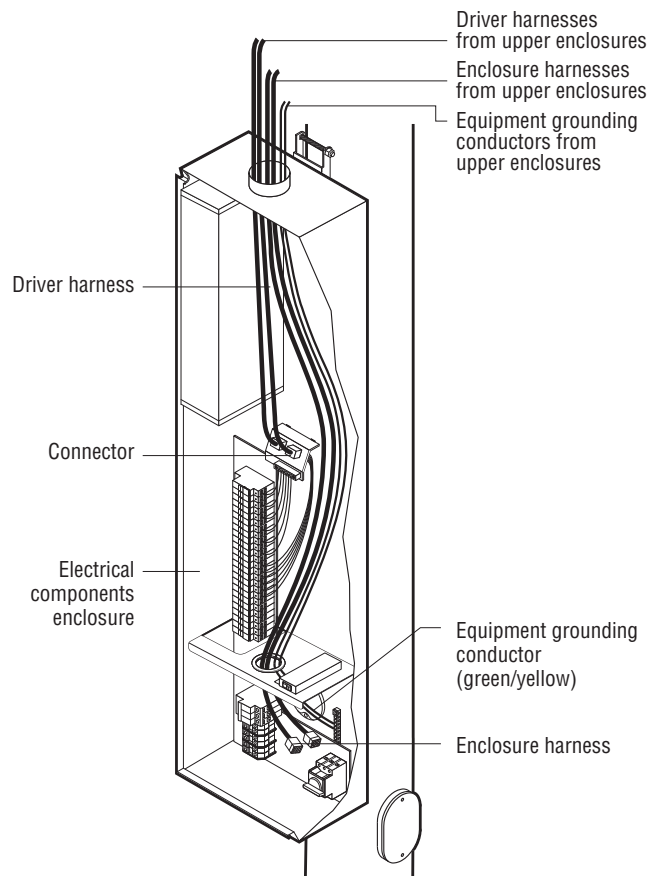
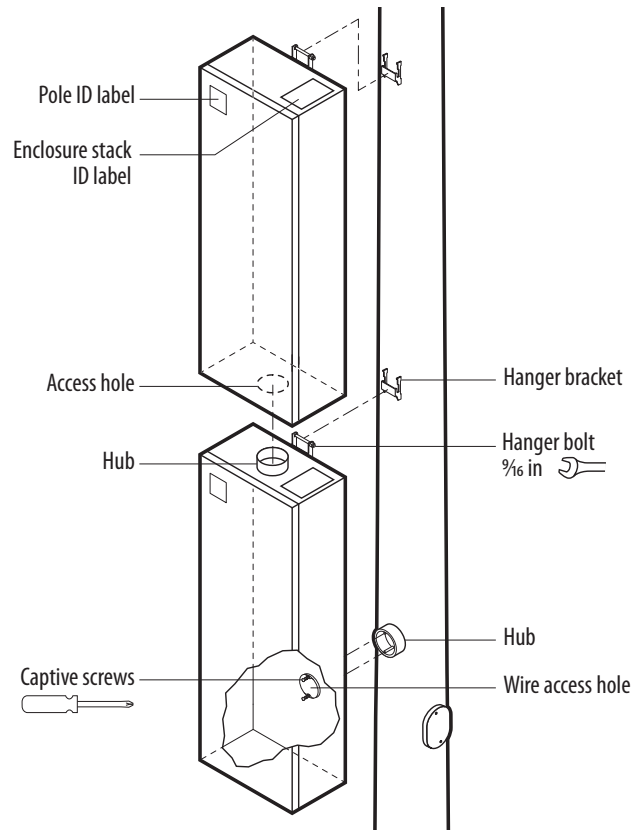
3 Route driver harnesses from top and middle enclosures to bottom enclosure and plug into connector mounted in bracket.

4 Route equipment grounding conductor and enclosure harnesses from top and middle enclosures to bottom enclosure.

5 Repeat steps 1 – 4 for each stack.

 **Warning**
Pole rotation may be required to assemble all components onto the pole. Do not stand under pole when lifting. Steady pole with two people holding crossarms. Allow for pole to safely rotate around when it is high enough for crossarms and electrical components enclosures to clear the ground.

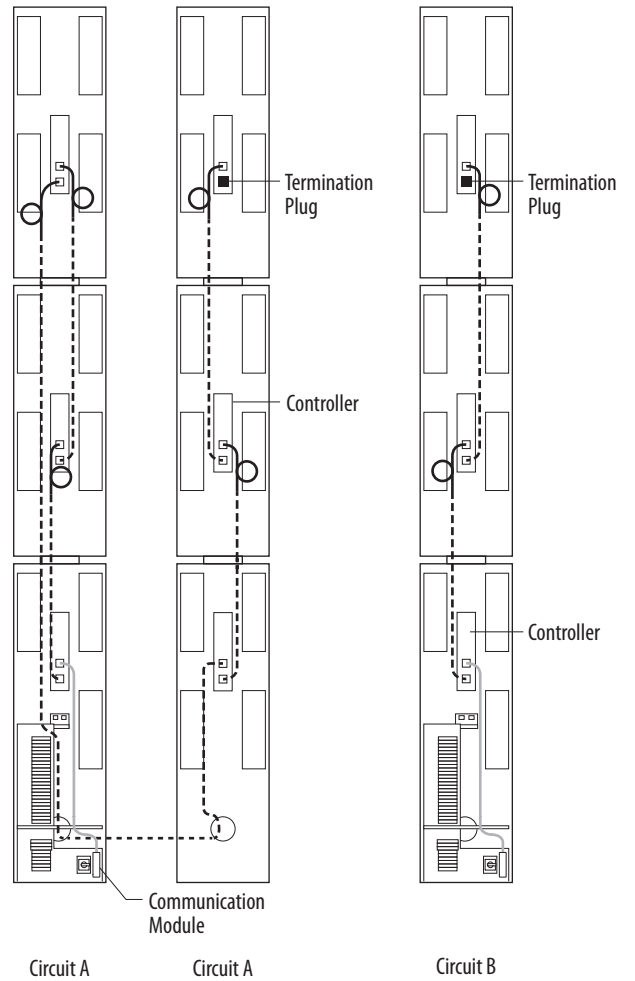
 **Caution - Equipment Damage**
Properly support pole to ensure components do not get damaged. Do not attach components to pole without the pole being properly supported.



Electrical Components Enclosure

Note: Skip steps 6–7 if controller not present.

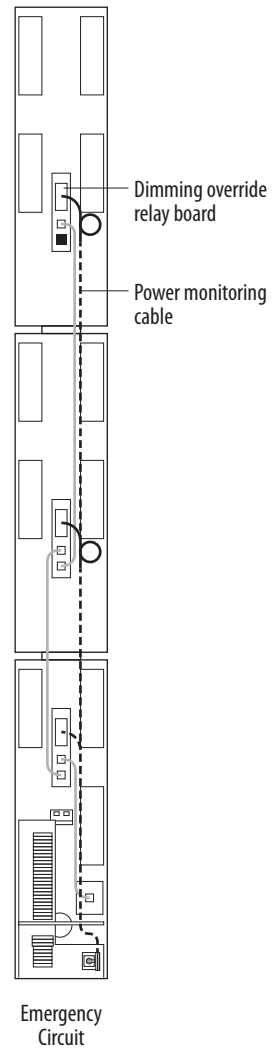
- 6** Pull communication cables down from top and middle boxes and plug into controller in enclosure below as shown.



Electrical Components Enclosure

Note: Skip step 7 if emergency egress lighting dimming override relay board is not present.

- 7** Pull power monitoring cable from dimming override relay board in top and middle enclosures down to bottom enclosure and land black wire on terminal block M1 and blue/white wire on terminal block M2.

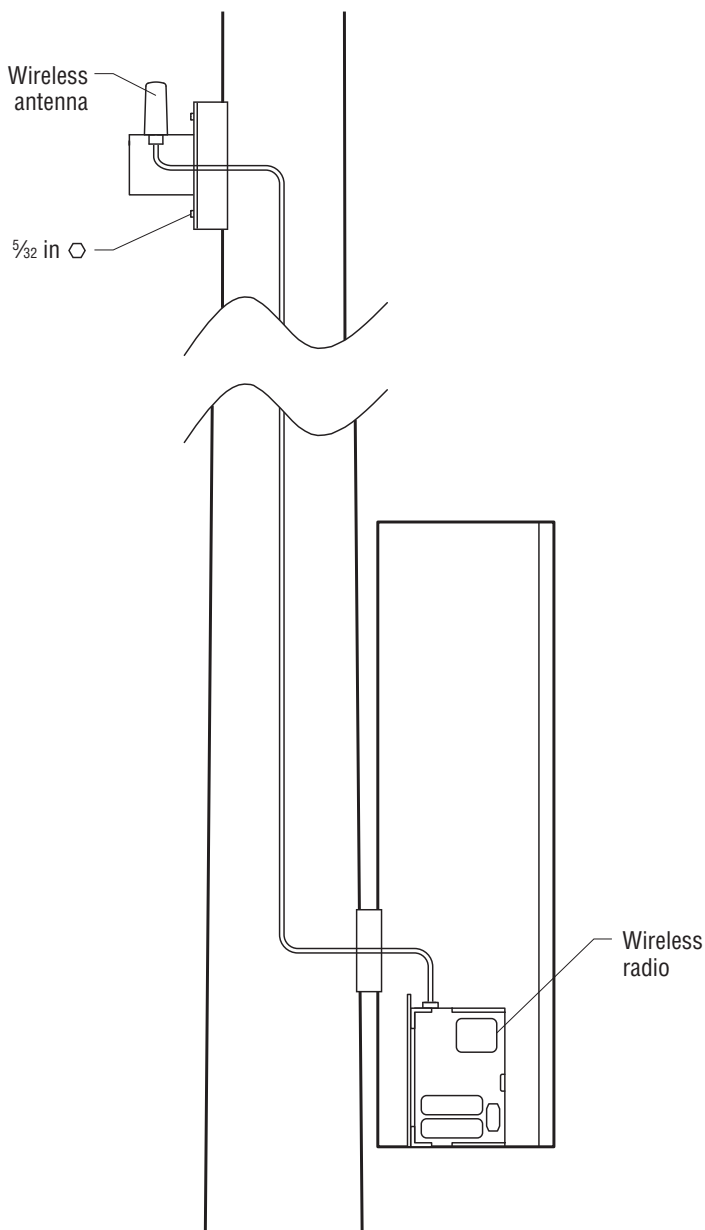


Electrical Components Enclosure

Note: Skip steps 8-9 if wireless antenna not present.

8 Using a $\frac{5}{32}$ in hex wrench mount the wireless antenna on the handhole provided. Route the coaxial cable down the pole into bottom electrical components enclosure.

9 Install the coaxial cable on the wireless radio located in the electrical components enclosure.



Wire Harness

Overview

The factory-built wire harness connects the electrical components enclosure to the poletop luminaire assembly.

Tools/Materials Needed


Musco Supplied

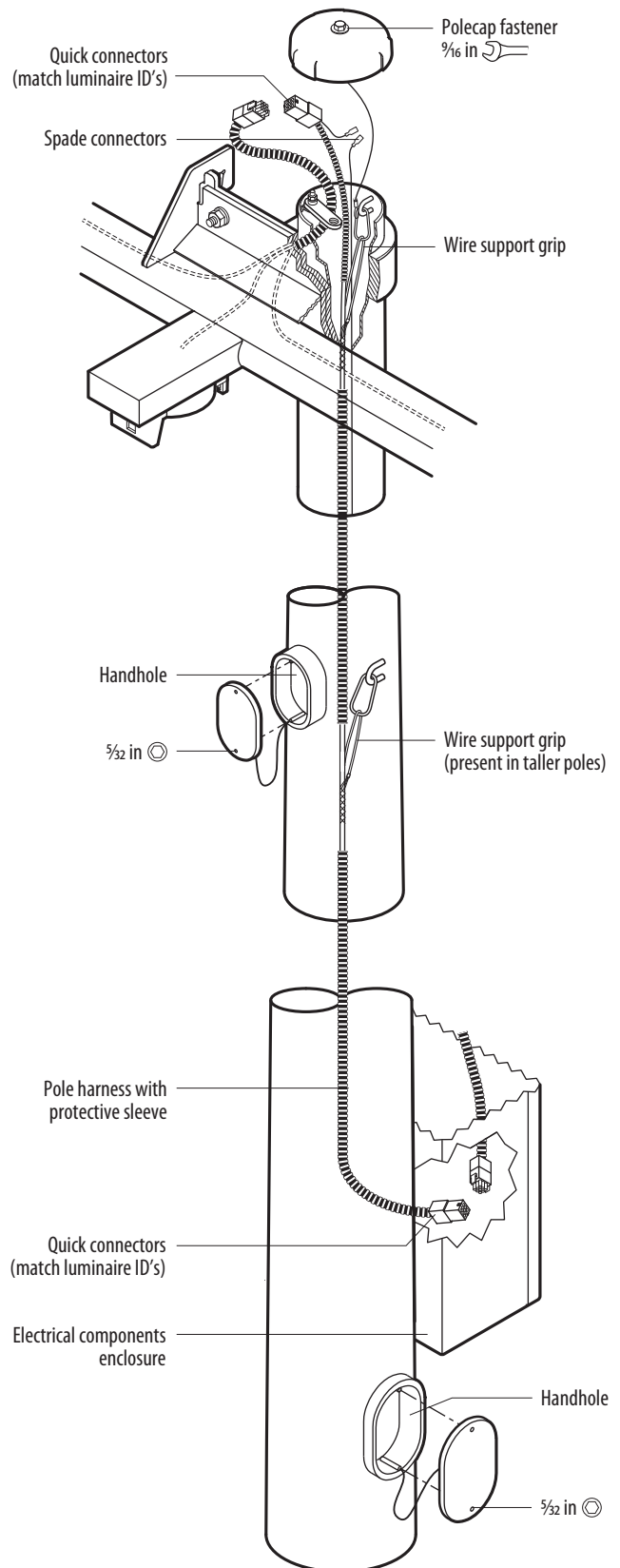
- 5/32 in hex key
- 5/16 in wrench

Contractor Supplied

- Fish tape
- Electrician's tape

Assembly Procedure

-  Verify pole ID on wire harness matches pole location on *Field Aiming Diagram*.
 - 1** Remove handhole covers using 5/32 in hex key. Remove polecap using 5/16 in wrench.
 - 2** Fish all pole wire harnesses between poletop and appropriate electrical components enclosure(s). Use lower handhole to access enclosure hubs. Ensure protective sleeve extends through access hub and tuck harnesses behind subpanel.
 - 3** Attach support grips at poletop and midpole (if present).
 - 4** Mate quick-connectors at poletop and inside electrical components enclosure(s). Match driver/luminaire IDs.
- Note: Each bolt-on crossarm has at least one separate harness. There is one additional spade connector for pole alignment beam.*
- 5** Replace handhole covers and polecap.



Luminaire Attachment

Overview

Luminaires are factory built and shipped in individual cartons. They are aimed in the factory and ready for installation. Do not disassemble knuckle.

Tools/Materials Needed

Musco Supplied

- ☐ 7/16 in ratcheting combination wrench

Note: Leave luminaires in box until ready to assemble. Keep protective cover on luminaire until ready to set pole. Do not leave luminaires unassembled from crossarm in wet conditions.



Caution

No User Serviceable Parts

If protective lens glass is cracked or broken, luminaire must be replaced.

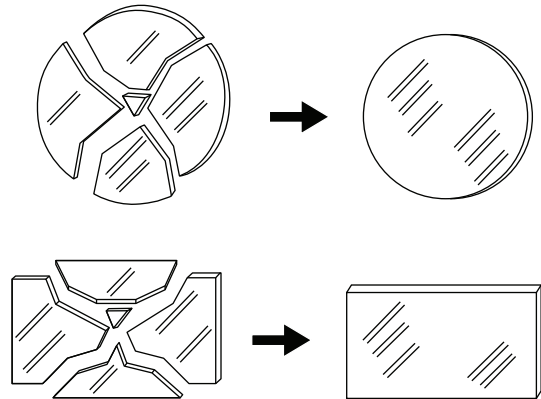
Luminaire light source is not replaceable; when light source reaches end of life entire luminaire must be replaced.



Contact your local Musco representative for maintenance or replacement.

Contractor Supplied:

- ☐ Torque wrench with 7/16 in socket



Luminaire Attachment

Assembly Procedure



Verify pole ID on luminaire cartons matches pole and location on *Field Aiming Diagram*.



Remove and discard orange protective caps from luminaire knuckle and mounting plate that cover electrical connections. Do not remove orange tag around captive bolts.

Note: The luminaire style may vary from what is shown.



Warning

Pole rotation may be required to assemble all components onto the pole. Do not stand under pole when lifting. Steady pole with two people holding crossarms. Allow for pole to safely rotate around when it is high enough for crossarms and electrical components enclosures to clear the ground.

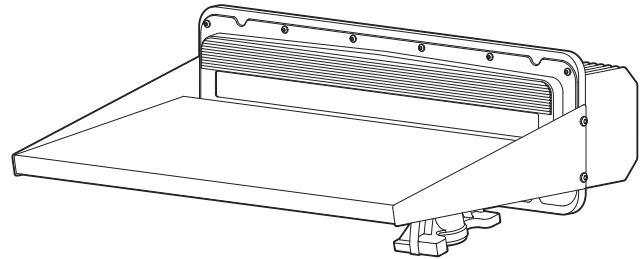
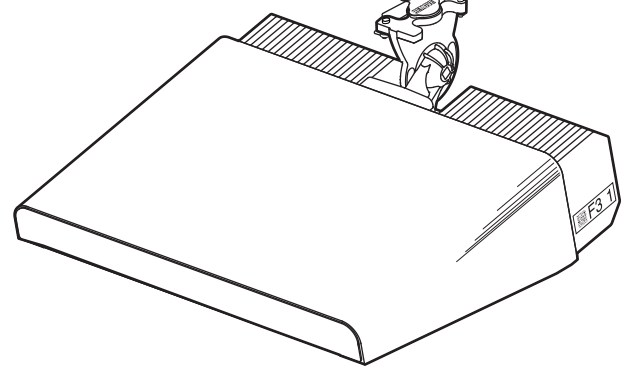
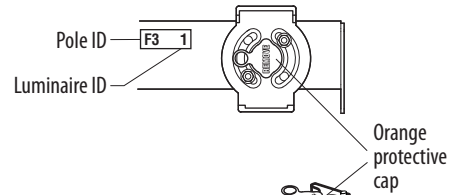


Caution - Equipment Damage

Properly support pole to ensure components do not get damaged. Do not attach components to pole without the pole being properly supported.



Some luminaires may attach to auxiliary brackets, refer to *Installation Instructions: Auxiliary Bracket*.



Installation Instructions: Light-Structure System™

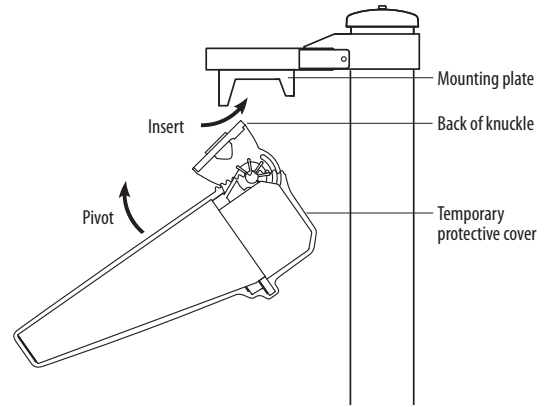
Luminaire Attachment

- Match luminaire ID to crossarm and install luminaire onto mounting plate. Insert back of knuckle into mounting plate and pivot into position.

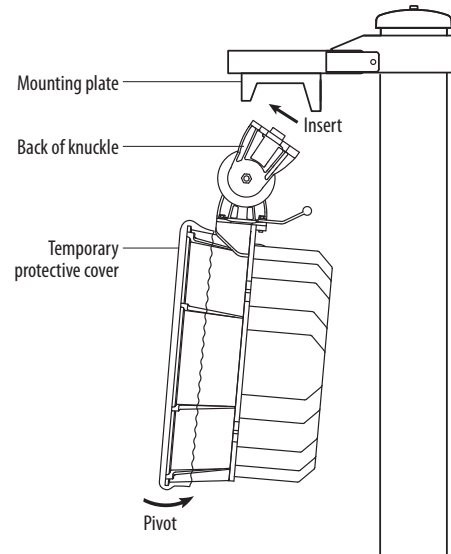
Note: The luminaire style may vary from what is shown.

| Luminaire | Weight |
|----------------|----------------|
| TLC-LED-350 | 25 lb (11 kg) |
| TLC-LED-400 | 40 lb (18 kg) |
| TLC-LED-550 | 25 lb (11 kg) |
| TLC-LED-550NR | 38 lb (17 kg) |
| TLC-BT-575 | 34 lb (15 kg) |
| TLC-LED-600 | 40 lb (18 kg) |
| TLC-LED-900 | 40 lb (18 kg) |
| TLC-LED-900NB | 114 lb (52 kg) |
| TLC-LED-1150 | 80 lb (36 kg) |
| TLC-LED-1200 | 45 lb (20 kg) |
| TLC-LED-1400NB | 106 lb (48 kg) |
| TLC-LED-1500 | 67 lb (30 kg) |
| TLC-RGB-U | 20 lb (9 kg) |
| TLC-RGBW | 40 lb (18 kg) |
| TLC-TW | 40 lb (18 kg) |
| TLC-LED-550NR | 38 lb (17 kg) |

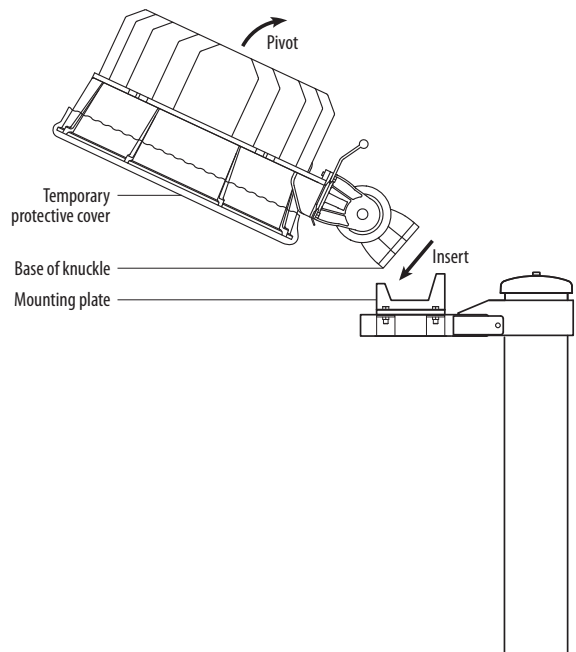
Caution
Luminaire may be heavy. Lift carefully with two people to avoid injury.



Or

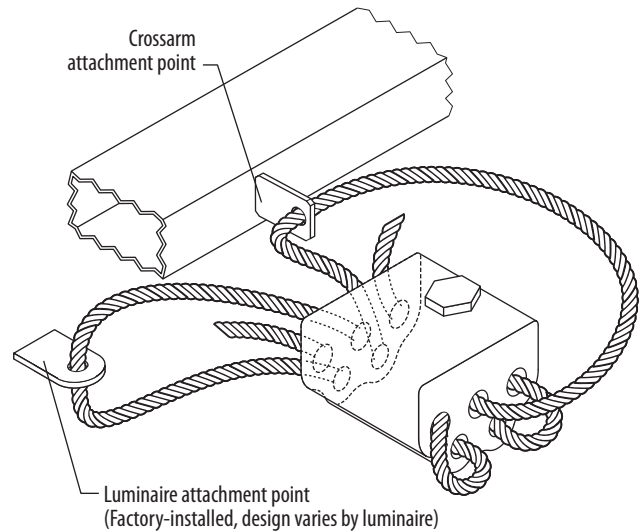


Or



Luminaire Attachment

- 3** Attach luminaire retaining cable (if present). Route luminaire cable through crossarm anchor point, through luminaire block, and back through the block under the set screw. Luminaire attachment point will vary per luminaire design.
- 4** Using $\frac{7}{16}$ in socket and torque wrench, tighten cable set screw to 60 in·lb (6.8 N·m)



- 5** Tighten captive mounting bolts. Orange tag will break loose before all bolts are fully tight - continue tightening. Torque must not exceed 20 ft·lb (27 N·m). To avoid overtightening, use provided $\frac{7}{16}$ in combination wrench.



Warning
Luminaire may fall if bolts are not tight.

Do not remove tag before tightening bolts.



See *Installation Instructions: Climbing Steps and Safety Cable*, if your project includes these items.



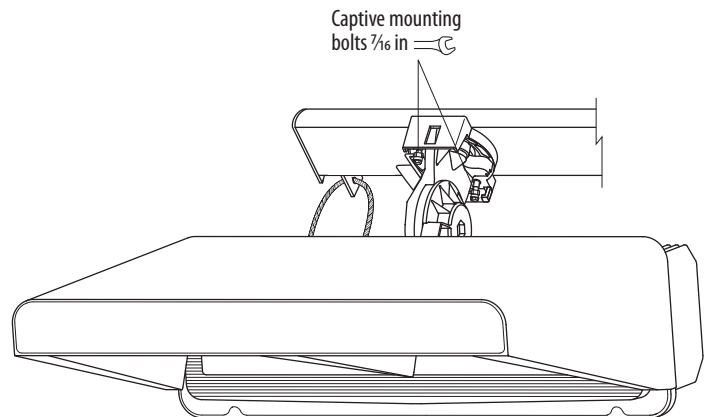
Warning
Pole rotation may be required to assemble all components onto the pole. Do not stand under pole when lifting. Steady pole with two people holding crossarms. Allow for pole to safely rotate around when it is high enough for crossarms and electrical components enclosures to clear the ground.



Caution - Equipment Damage
Properly support pole to ensure components do not get damaged. Do not attach components to pole without the pole being properly supported.



If pole has auxiliary equipment, refer to *Installation Instructions: Auxiliary Bracket*.



Note: Attaching auxiliary brackets before setting pole may interfere with slings. Attaching auxiliary brackets after pole is set may be preferable depending on height of auxiliary bracket.

Installation Instructions: Light-Structure System™

Item 13.

Pole Setting and Alignment

Overview

All luminaires are factory aimed to their exact position on the field. To ensure the proper pole orientation, a simple-to-use pole alignment beam completes the precision field aiming. The pole alignment beam is attached in the factory to each pole.

Tools/Materials Needed


Musco Supplied

- Field Aiming Diagram
- Steel chain
- Steel bar
- Pole rotator kit
- Dishwashing liquid (original Dawn®, ECOS® Pro, or DIAO™ brand)
- Level

Contractor Supplied

- Chalk or pencil
- Load-rated shackles as required
- Load-rated nylon slings as required
- Spray paint, chalk, or flags (to mark aiming points on field)
- Two 1½ ton chain come-alongs

Installation Procedure

 Verify pole ID matches precast concrete base and pole location on *Field Aiming Diagram*.

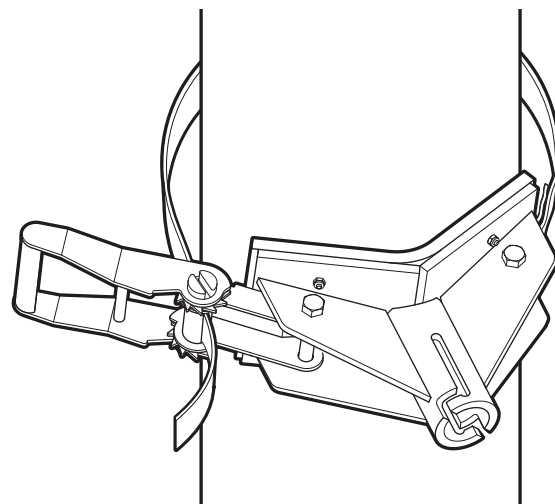
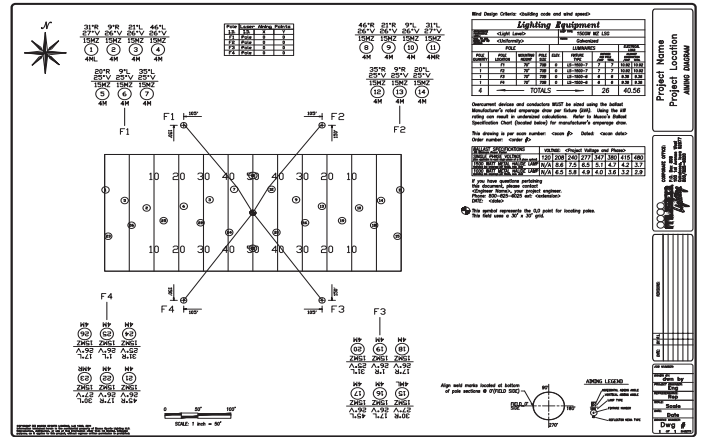
1 Mark aiming point(s) on field using *Field Aiming Diagram*. Poles may have individual aiming points or may all be aimed to a common point.

2 Lubricate concrete base with provided dishwashing liquid.

3 Attach pole rotator clamp approximately 12 in (300 mm) above bottom of pole. Wrap strap around pole and cinch tightly.

 **Caution**
Risk of injury or property damage.

Rotator bar can swing with force as pole is lifted. Do not install until you are ready to lower pole onto base (step 8).



Pole Setting and Alignment

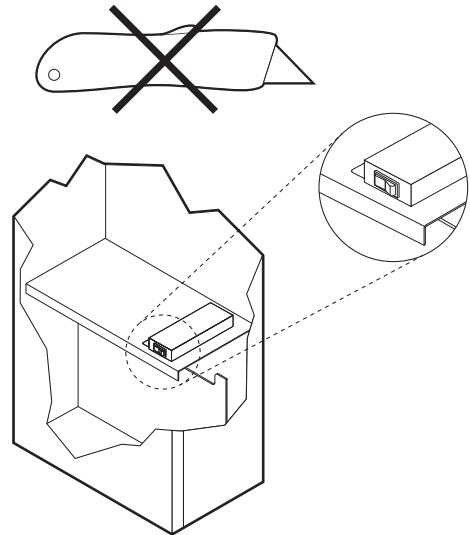
- 4** Remove temporary protective cover from luminaires (if present). Do not use knife.



Warning
Laser radiation hazard

Pole alignment beam is safe for viewing at a distance of three feet (one meter) or more. Do not look into beam from closer than three feet (one meter).

- 5** Turn on alignment beam and check. Device has toggle switch inside electrical components enclosure. For poles with platforms, alignment beam device has a rotary switch located on the back of the alignment device.



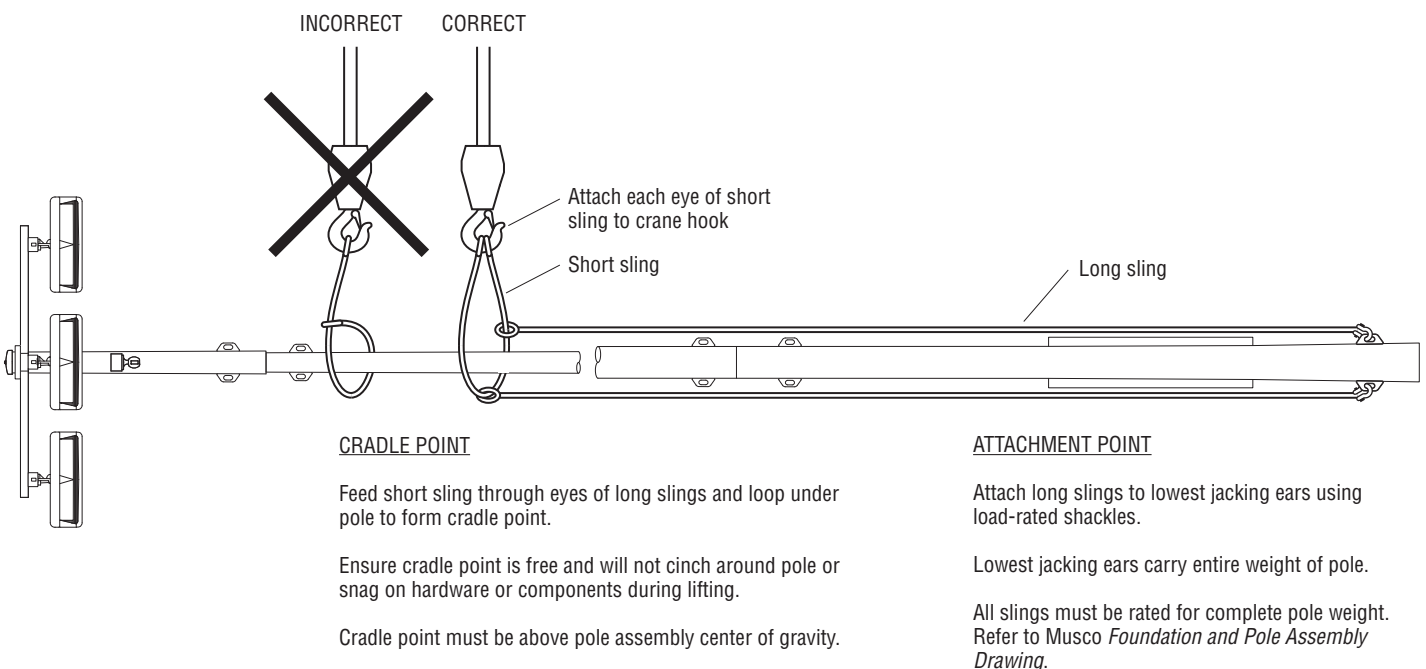
Warning
Improper rigging can cause pole sections to separate and fall.

Follow these instructions carefully. Do not choke pole or lift from crossarms.

- 6** Sling pole using this recommended method (see illustration). You must lift pole from lowest section. Friction between assembled sections will not hold pole together when lifting. To keep pole upright when lifting, ensure cradle point is above pole center of gravity. Ensure cradle point is free and will not cinch around pole or snag on hardware or components during lifting.



Warning



Pole Setting and Alignment

Warning
Crushing hazard

Pole can rotate with force, causing injury.

Do not stand under pole when lifting. Steady pole with two people holding crossarms. Allow pole to safely rotate around when it is high enough for crossarms and electrical components enclosures to clear the ground.

7 Lift pole. Use care to avoid dragging bottom of pole. Keep crane head below crossarms.

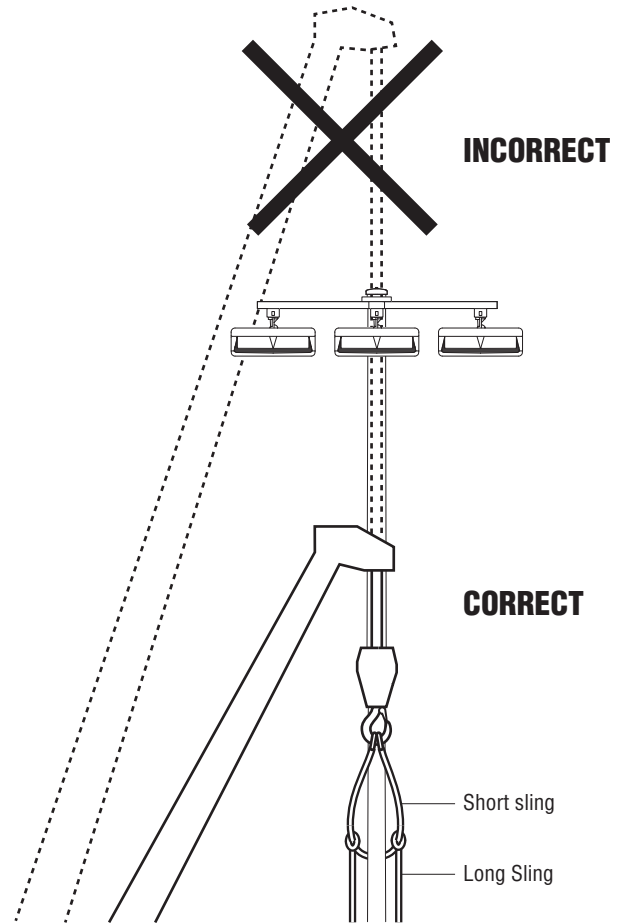
Watch for these signs to ensure you are lifting pole properly:

- Short sling slides freely up the pole and long slings tighten.
- Top of pole rises first.
- Short sling does not choke or snag on pole.
- Lowest jacking ears carry entire weight of pole.

8 When pole is suspended, insert rotator bar to clamp and turn to lock in place. Guide pole into position over base using rotator bar and lower onto base. Do not allow pole to seat on base until it is properly aimed (step 9). Pole should rotate with reasonable force applied to bar, but not freely.

Warning
Pinching hazard

Keep hands clear when setting pole on concrete base.

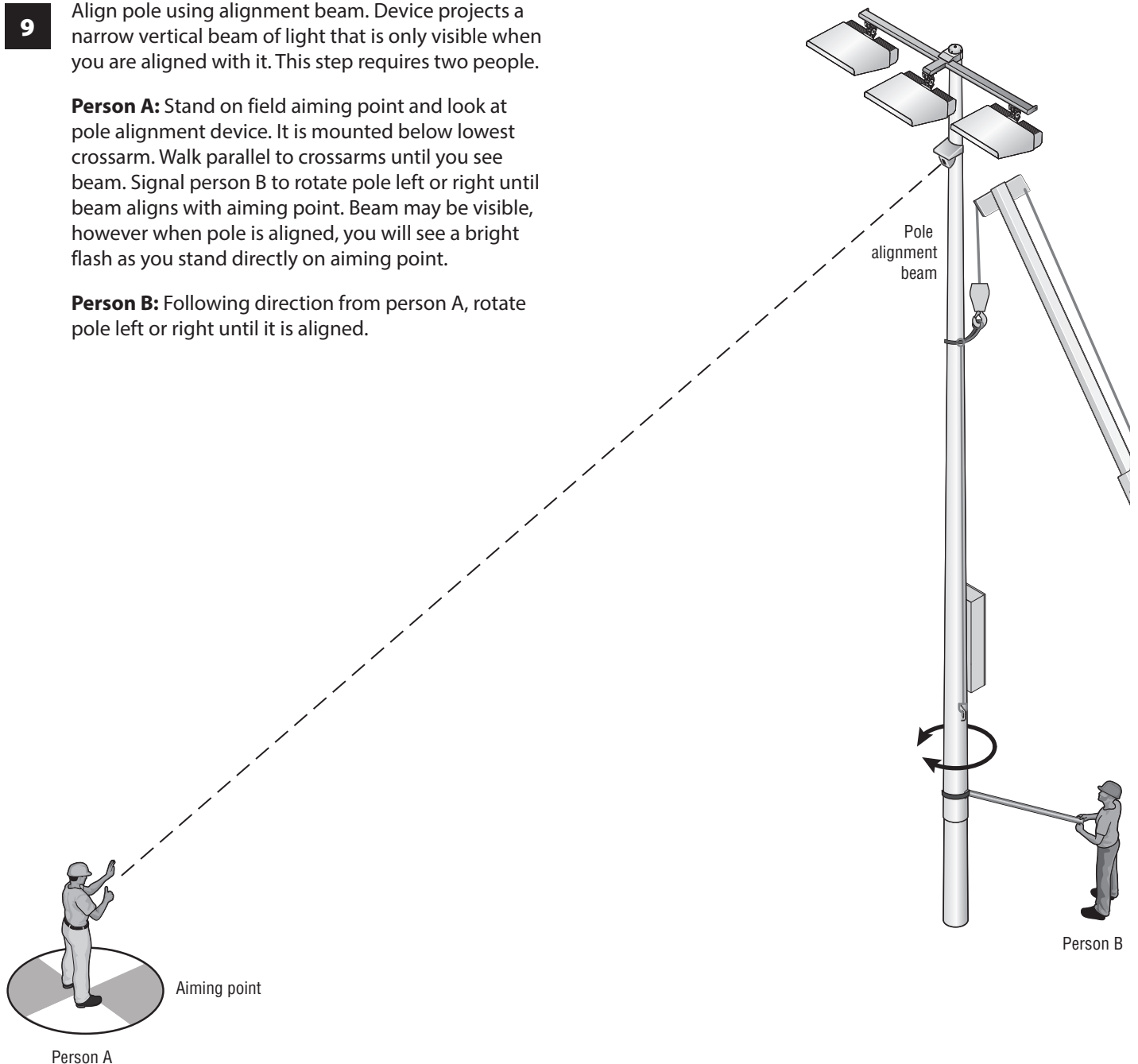


Pole Setting and Alignment

9 Align pole using alignment beam. Device projects a narrow vertical beam of light that is only visible when you are aligned with it. This step requires two people.

Person A: Stand on field aiming point and look at pole alignment device. It is mounted below lowest crossarm. Walk parallel to crossarms until you see beam. Signal person B to rotate pole left or right until beam aligns with aiming point. Beam may be visible, however when pole is aligned, you will see a bright flash as you stand directly on aiming point.



Person B: Following direction from person A, rotate pole left or right until it is aligned.

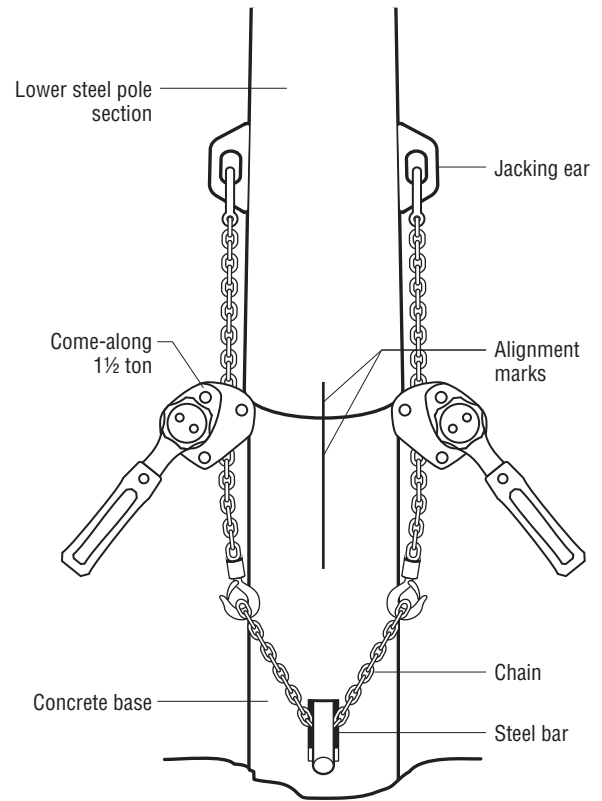


Warning Laser radiation hazard

Pole alignment beam is safe for viewing at a distance of three feet (one meter) or more. Do not look into beam from closer than three feet (one meter). Do not use binoculars, camera, or telescope to view beam from any distance. Locator beam is a class 2M laser device. Wavelength: 635-660 nm, laser power for classification: <1 mW continuous, divergence: <1.5 mrad x 1 rad. Using alignment beam in a manner other than as described here may result in hazardous exposure. Do not modify, dismantle, or attempt to repair.

Pole Setting and Alignment

- 10** Once pole is aligned, use level to draw a thin vertical alignment mark on pole and concrete base. Use mark to verify alignment is maintained while lowering pole (step 11) and jacking onto base (step 12).
- 11** Lower pole into position. Hold pole rotator bar to maintain alignment until pole seats on base. Remove rotator bar and clamp.
- 12** Insert provided steel bar through base. Wrap provided chain around base below steel bar. Attach two 1½ ton come-alongs to jacking ears. To avoid twisting, attach come-alongs to provided chain directly below jacking ears. If ears align parallel with steel bar, do not use chain. Pull pole down onto base, keeping marks aligned. Ensure minimum overlap per Musco *Foundation and Pole Assembly Drawing*.
-  If pole seats out of alignment, contact Musco to request separating tools. See *Installation Instructions: Separating Steel Pole from Concrete Base*.
-  If pole has climbing steps and safety cable, see *Installation Instructions: Climbing Steps and Safety Cable* for cable tensioning instructions.



Connecting to Supply Wiring

Overview

The final step of installation is connecting the supply wiring at the subpanel. Terminals for phase wires and neutral (if used), disconnect switch with lockout, and equipment ground bar are provided on the subpanel in the electrical components enclosure. If there are multiple circuits on the pole, a disconnect is provided for each circuit. This may be on a separate subpanel in another enclosure. The lighting system uses an integrated lightning ground embedded in the precast concrete base. Depending on foundation design and/or soil conditions, a supplemental grounding electrode may be required.

Tools/Materials Needed


Musco Supplied

- 3/16 in hex key (ground bar)
- 5/16 in hex key (bonding terminal inside handhole)
- 5/32 in hex key (handhole covers)
- 5 mm hex key (125 A disconnect terminals)
- Equipment bonding jumper

Contractor Supplied

- Underground wiring and conduit
- Main power disconnect and distribution panel(s)
- Standard screwdriver
- 3 m (10 ft) stepladder or small line truck

Installation Procedure

 Musco *Control System Summary* or *Field Aiming Diagram* provides electrical loading information needed to size wire and switchgear.

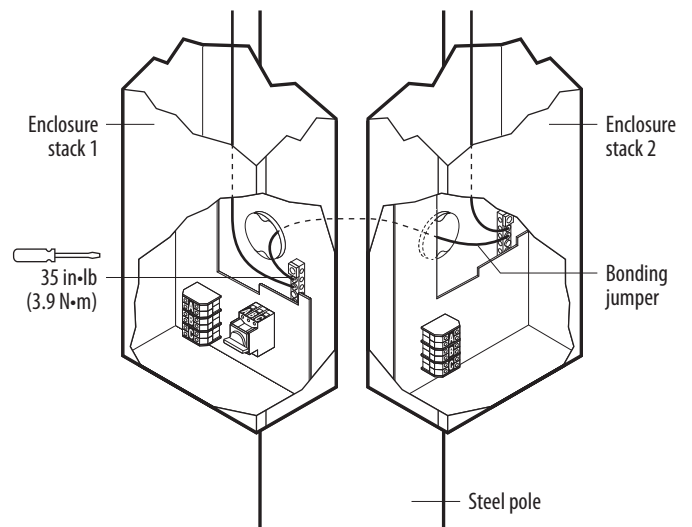
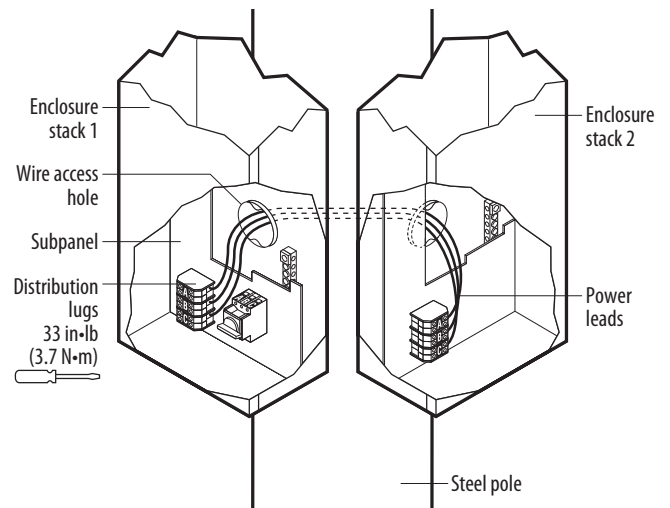
Musco provides instructions for installing Control-Link™ control system or lighting contactor cabinet when these items are part of your project.

1 If pole has multiple stacks on the same electrical circuit, route lower loads from second stack to distribution lugs on main subpanel.

Route all power leads for lighting equipment to appropriate subpanel locations.

2 Connect equipment grounding conductors (green/yellow) from each upper enclosure to equipment ground bar in bottom enclosure. If pole has multiple stacks, connect bonding jumper from stack one.


Tighten lugs using 3/16 in hex key.

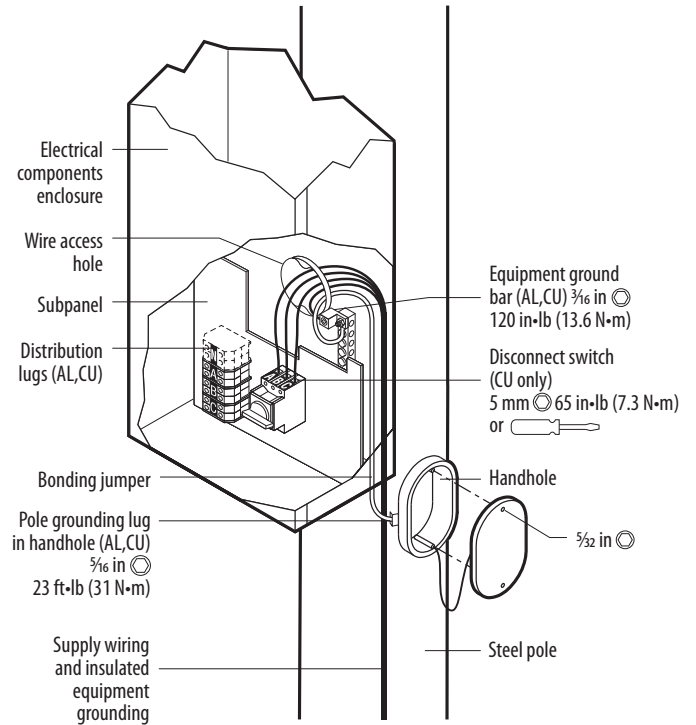


Installation Instructions: Light-Structure System™

Item 13.

Connecting to Supply Wiring

- 3** Remove handhole cover using $\frac{5}{32}$ in hex key. Rout supply wiring through access hub into electrical components enclosure.
- 4** Connect insulated equipment grounding conductor (supply) to ground bar. Tighten lug using $\frac{3}{16}$ in hex key.
-  Disconnect is rated for copper wire only. Contact Musco for adaptor or use UL Listed adaptor for aluminum supply wire.
- 5** Connect phase wires (supply) to disconnect switch. Tighten lugs using standard screwdriver (45 A disconnect) or 5 mm hex key (125 A disconnect). Connect neutral wire (if used) to distribution lug. Tighten lug using standard screwdriver.




Disconnect Wiring Information

| Disconnect Rating | Terminal | Wire Size Range | Strip Length | Torque |
|-------------------|----------|--|-----------------|----------------------|
| 45 A | L | 12 – 3 AWG (4 – 25 mm ²)* | 0.63 in (16 mm) | 25 in-lb (2.8 N-m) |
| | N | 16 – 4 AWG (1.5 – 25 mm ²)* | 0.56 in (14 mm) | 27 in-lb (3.1 N-m) |
| | G | 14 – 2/0 AWG (2.5 – 50 mm ²)** | NA | 120 in-lb (13.6 N-m) |
| 125 A | L | 10 – 2 AWG (6 – 35 mm ²)* | 0.63 in (16 mm) | 50 in-lb (5.6 N-m) |
| | N | 1 – 2/0 AWG (40 – 50 mm ²)* | 0.63 in (16 mm) | 65 in-lb (7.3 N-m) |
| | N | 16 – 1/0 AWG (1.5 – 50 mm ²)* | 0.71 in (18 mm) | 33 in-lb (3.7 N-m) |
| | G | 14 – 2/0 AWG (2.5 – 50 mm ²)** | NA | 120 in-lb (13.6 N-m) |

*Stranded cable, single conductor, copper only

**Stranded cable, single conductor, copper or aluminum

Connecting to Supply Wiring

- 6** Route provided equipment bonding jumper (green/yellow) through access hub to pole grounding lug inside handhole. Tighten lug using $\frac{5}{16}$ in hex key.
 - 7** Ensure all handhole covers are installed and electrical components enclosure is closed and latched.
-  If your project includes a supplemental grounding electrode kit, follow instructions in kit for installing electrode.

 **Warning**
Risk of electric shock.

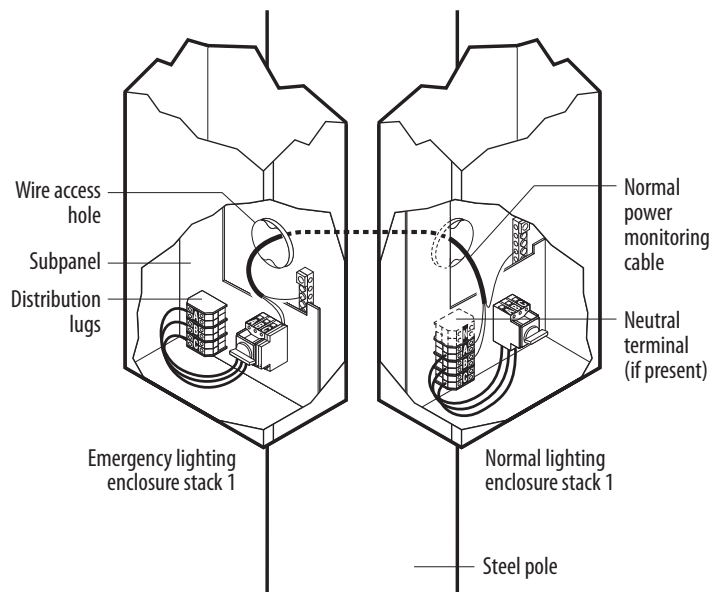
Terminate equipment grounding conductor at equipment ground bar in electrical components enclosure.

 **Warning**
Lightning hazard.

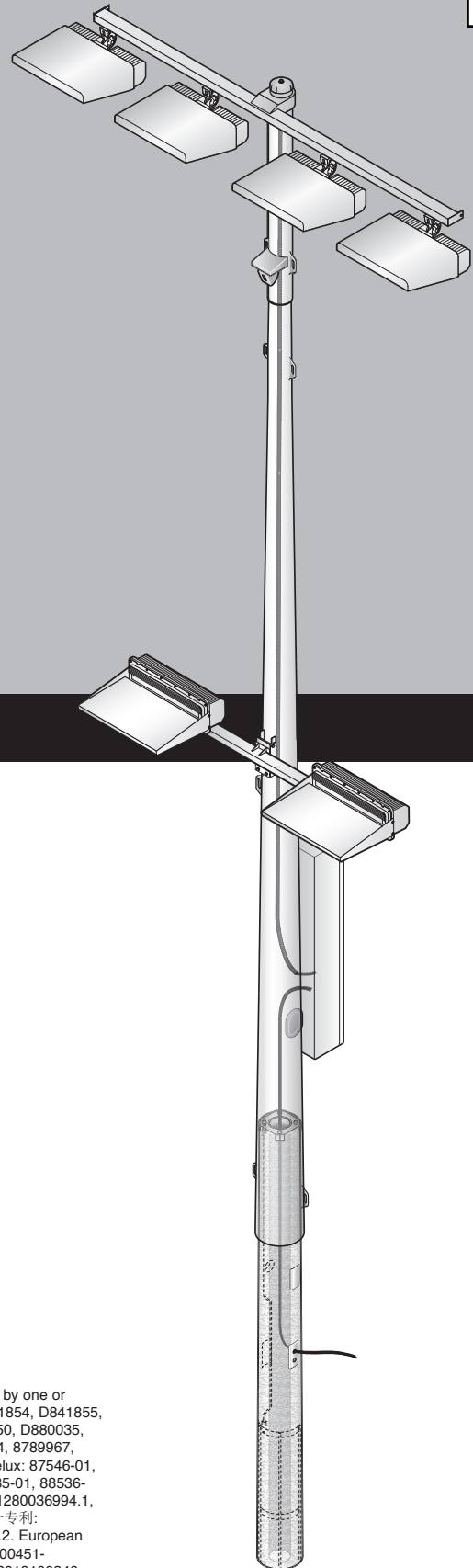
For poles located near metal fences, metal bleachers, or other metal structures, bond structures to pole ground to maintain equal electrical potential.

Note: Skip step 8 if no emergency egress lighting is present.

- 8** Route cable for normal power to adjacent enclosure stack. Connect black wire and blue/white wire to any two active terminals A, B, C, or neutral, if present, and green wire to ground bar.



Item 13.



Musco Light-Structure System™ product referenced or shown may be protected by one or more of the following patents. United States Patent(s): D593883, D794244, D841854, D841855, D841856, D872350, D872351, D872927, D872928, D872929, D873462, D874050, D880035, D882141, D882850, D882860, D892375, D892376, 8163993, 8300219, 8742254, 8789967, 9435517, 9781780, 9951929, 10267491, 10330284, 10344948, 10549384. Benelux: 87546-01, 87547-01, 87548-01, 87990-01, 87991-01, 87992-01, 87994-01, 87995-01. 88535-01, 88536-01. Canada Patent(s): 2912148. China Patent for Invention 中国发明专利: ZL201280036994.1, ZL201380077801.1, ZL201610187066.5. China Patents for Design 中国外观设计专利: ZL201830262493.5, ZL201830262495.4, ZL201830262588.7, ZL201930116087.2. European Patent(s): 2715222, 2999920. Germany Patents: 402018100450-0001, 402018100451-0001, 402018100452-0001, 402019100343, 402019100344, 402019100345, 402019100346, 402019100347, 402019100348. Mexico Patent(s): 346527. Republic of Korea Patent(s): 10-1577571, 10-1661263, 10-1881998, 30-1014229, 30-1014230, 30-1014231, 30-1037776, 30-1037783-0001-0004, 30-1037788-0001-0004, 30-1037795, 30-1037796-0001 - 0004, 30-1037802-0001 - 0004. Russia Patent: 2616559. United Kingdom Patent(s): 6032011, 6032022, 6032023, 6056943, 6056944, 6056945, 6056946, 6056947, 6056948. U.S. and foreign patents pending. [Pat_057R]



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Instructions: **Separating Steel Pole Sections**

Item 13.

Overview

Pole sections must be properly aligned and installed correctly on the precast concrete base for lighting to meet design specifications. If misassembly occurs, you may separate using separating tools along with two five-ton bottle jacks or ram sets.

Tools/Materials Needed

Musco Supplied

- ❑ Four separating tools with pins

Contractor Supplied

- ❑ Crane and slings to support pole sections
- ❑ Dead blow hammer
- ❑ Two hydraulic bottle jacks or ram sets with five-ton capacity (Ensure bottle jacks can operate in horizontal position if pole is on the ground.)

Separation Procedure

- 1** Use crane to sling and support upper pole sections. Attach sling above separation point. Do not use crane to provide separating force. Ensure crane pick point is above load center of gravity. See *Light-Structure Green™ Installation Instructions* for proper pick points.

Caution

Using higher capacity jacks can damage pole. If sections do not separate using tools and methods described, call your Musco project engineer or local representative.

- 2** Position four separating tools on jacking ears, as shown. Position as close together as possible, allowing space for collapsed jacks/rams.

- 3** Attach tools to jacking ears using pins provided.

- 4** Place the jacks/rams on each side of pole between separating tools. Ensure jacks/rams are placed securely and cannot move during separation.

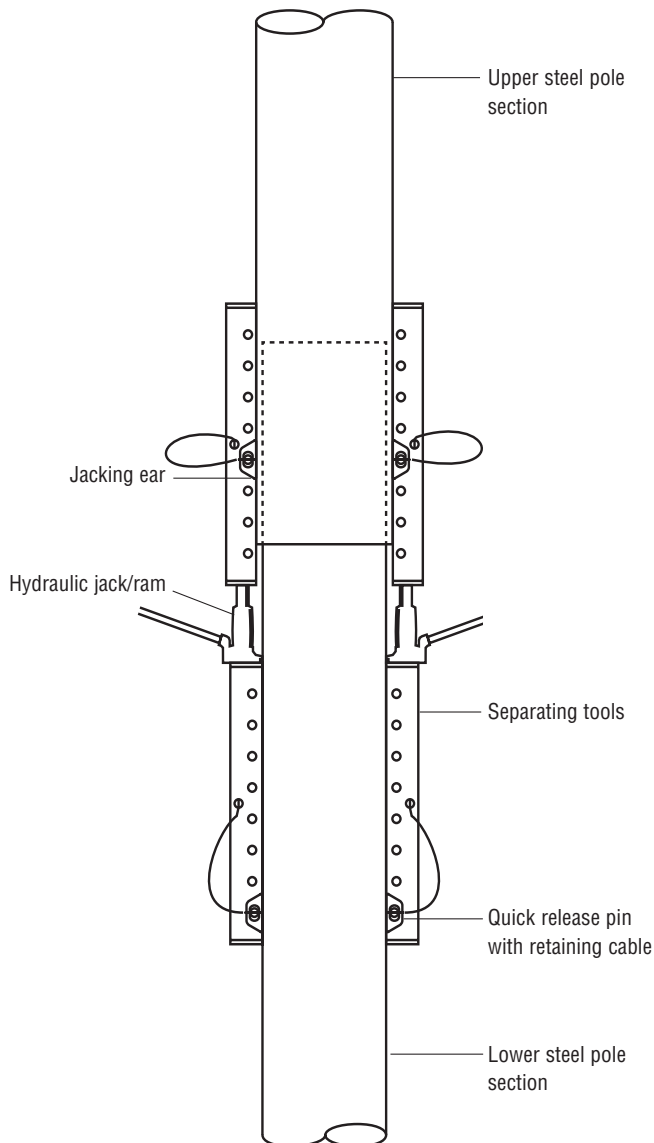


Warning

Separating force is high. Keep hands clear of apparatus when jacking.

- 5** Jack sections apart applying even pressure to each side of pole.

- 6** Tap on upper pole section using dead blow hammer. This vibration helps sections separate.



Instructions: Separating Steel Pole from Concrete Base

See *Overview*, previous page.

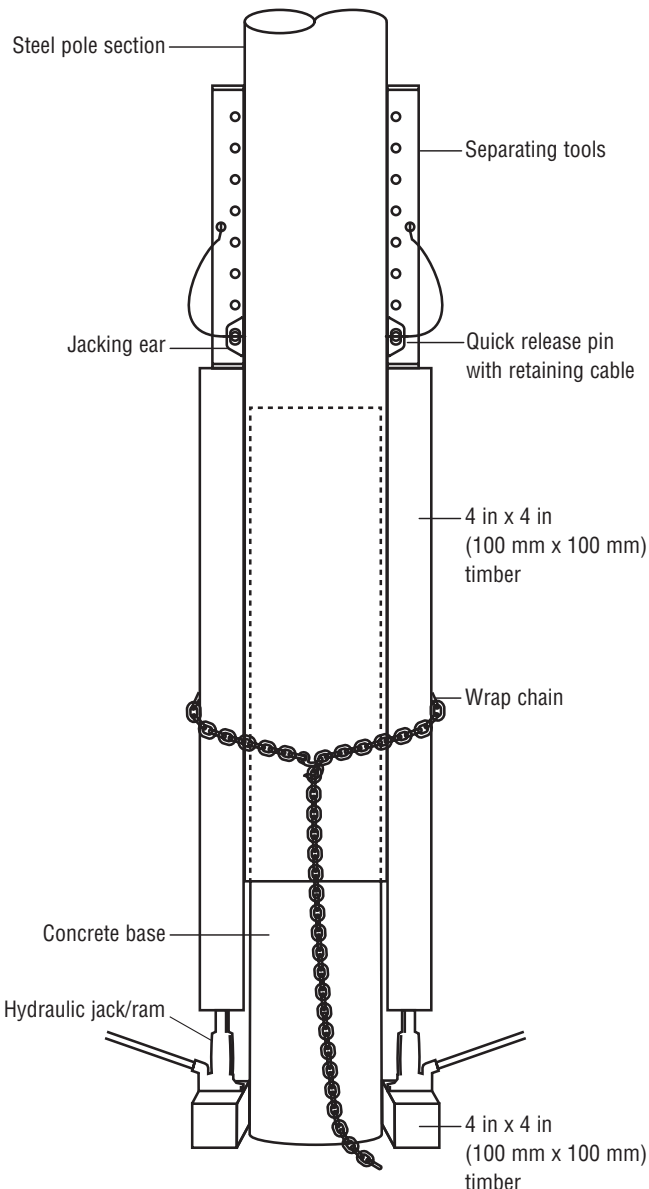
Tools/Materials Needed

Musco Supplied

- Two separating tools with pins

Contractor Supplied

- Crane and slings to support pole sections
- Dead blow hammer
- Two hydraulic bottle jacks or ram sets with five-ton capacity
- Chain/strapping to constrain jacking apparatus
- Soap and water solution for lubrication
- 4 in x 4 in (100 mm x 100 mm) timber to support jacks/rams at ground level and to form vertical extensions



Separation Procedure

- 1** Use crane to sling and support pole sections. Attach sling above separation point. Do not use crane to provide separating force. Ensure crane pick point is above load center of gravity. See *Light-Structure Green™ Installation Instructions* for proper pick points.

Caution

Using higher capacity jacks can damage pole. If sections do not separate using tools and methods described, call your Musco project engineer or local representative.

- 2** Position two separating tools on jacking ears of lowest steel pole section, as shown.

- 3** Attach tools to jacking ears using pins provided.

- 4** Create solid base at ground level to support jacks/rams using 4 in x 4 in (100 mm x 100 mm) timber. Timber should prevent jacks/rams from sinking into ground during separation.

- 5** Place jacks/rams on each side of pole directly under separating tools. Ensure jacks/rams are placed securely and cannot move during separation.

- 6** Form extensions from 4 in x 4 in (100 mm x 100 mm) timber and place one on each side of pole between jacks/rams and separating tools.

- 7** Wrap chain or strapping around jacking extensions and pole to secure them during separation.

- 8** Remove handhole cover and lubricate interior of pole using soap and water solution.



Warning

Separating force is high. Keep hands clear of apparatus when jacking.

- 9** Jack pole section from concrete base applying even pressure to each side of pole.

- 10** Tap on pole section using dead blow hammer. This vibration helps pole section separate from concrete base.

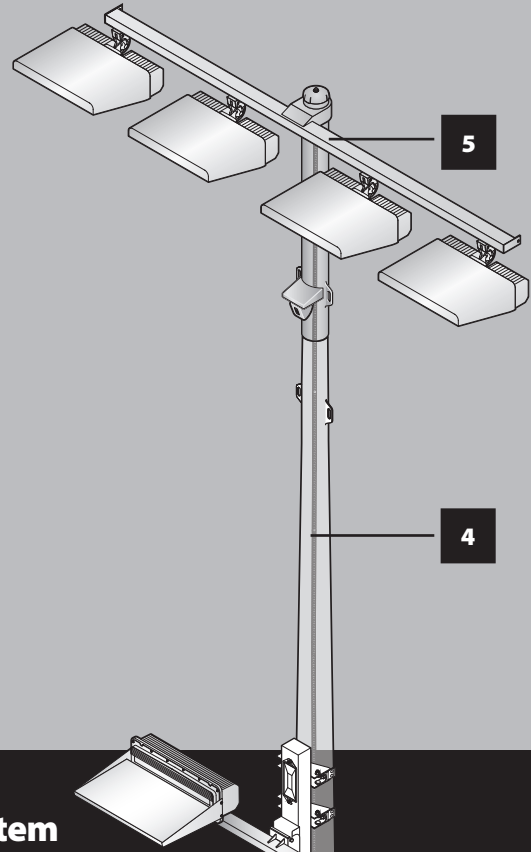


If base is equipped with integral ground, contact Musco for a replacement grounding tip. +1-800-825-6020



Once the pole and base are separated, refer to *Light-Structure Green Installation Instructions* to reset the pole.

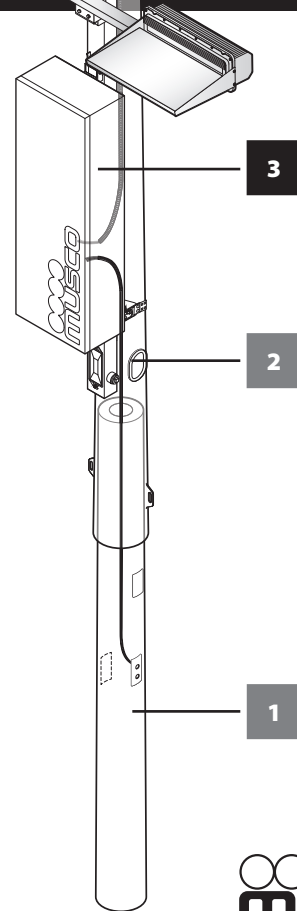
Item 13.



Installation Instructions:
Light-Structure System™ Retrofit Lighting System

Upgrade to TLC for LED® with 5 Easy Pieces™
approach to system design

- 5** Poletop Luminaire Assembly
- 4** Wire Harness
- 3** Electrical Components Enclosure
- 2** Existing Galvanized Steel Pole
- 1** Existing Precast Concrete Base



We Make It Happen.®

Installation Instructions: **Light-Structure System™ Retrofit Lighting System**

Item 13.

Table of Contents



Before You Begin

- Safety Information 3
- About These Instructions 3
- Standard Tools/Supplies Checklist 4
- Electrical System Requirements..... 5
- Components Matching and Labeling 5
- Documents We Provide..... 6
- Unloading Instructions 7
- Inspections 8

Disassembly

- Overview 9
- Bolt-On Crossarm Removal..... 13

Electrical Components Enclosure and BallTracker®

Luminaire

- Overview 14
- Assembly Procedure..... 16
- Installation Procedure..... 21

Luminaire Attachment

- Overview 24
- Assembly Procedure..... 24

Poletop Luminaire Assembly

- Overview 27
- Assembly Procedure..... 27

Bolt-on Crossarms

- Overview 31
- Assembly Procedure..... 31

Wire Harness

- Overview 34
- Assembly Procedure..... 35

Connecting to Supply Wiring

- Overview 36
- Installation Procedure..... 36

Installation Instructions: Light-Structure System™ Retrofit Lighting System

Item 13.

Before You Begin

Safety Information

Electrical Safety Guidelines

Use extreme caution near overhead power lines or underground utilities. Observe all safety precautions for high-voltage equipment. Only qualified personnel may perform wiring. Follow all applicable building and electrical codes.

General Safety Guidelines

Follow proper safety procedures during installation. Installers must wear the appropriate personal protective equipment including:

- Hard hat
- Steel-toed shoes
- Leather work gloves
- Eye protection

Locate all underground utilities prior to digging.

All tools and equipment supplied by Musco are designed for specific use as described in these instructions. Do not use them in any other manner. Do not alter structural members in any way, such as bend, weld, or drill, without prior authorization from Musco.

Luminaires generate up to 2.6 mA per driver on the equipment grounding conductor and are designed to meet leakage current requirements per IEC 61347-1.

The luminaires should be positioned so that prolonged staring into the luminaire at a distance closer than 12–37 m (40–121 ft) is not expected, per IEC/TR 62778. See table.

| Luminaire | Distance |
|--------------|---------------|
| TLC-LED-400 | 24 m (79 ft) |
| TLC-LED-550 | 24 m (79 ft) |
| TLC-BT-575 | 20 m (65 ft) |
| TLC-LED-600 | 24 m (79 ft) |
| TLC-LED-900 | 24 m (79 ft) |
| TLC-LED-1200 | 37 m (121 ft) |
| TLC-LED-1500 | 37 m (121 ft) |

About These Instructions

These instructions give basic assembly procedures for the Light-Structure System retrofit. They are not a comprehensive guide to all possible situations. Direct any questions to your local Musco representative.

Throughout this manual note these important symbols:

- | | | | |
|--|---|---|---|
|  | The safety alert symbol alerts you of situations that require care and caution to avoid serious personal injury. |  | The tip symbol points out advice that makes installation easier. |
|  | The stop and check symbol signals you to stop and verify conditions before proceeding. |  | The recycle symbol identifies recyclable materials. |
|  | The contact Musco symbol appears in special situations where you may need to contact Musco for further information. |  | The go-to arrow indicates a branch in a procedure for special situations. In the case of optional equipment, the instructions may be in another document. |

Installation Instructions: Light-Structure System™ Retrofit Lighting System

Item 13.

Before You Begin

Standard Tools/Supplies Checklist

Refer to supplemental instructions provided for additional tools required.

| Contractor/installer supplied tools | Function | Page |
|--|---|--------------------------|
| Hammer, pry-bar, banding cutters | Unloading equipment | 7 |
| Ground resistance meter | Verifying existing lightning ground system | 8 |
| Angle grinder | Removal of poletop luminaire assembly | 12 |
| Dead blow mallet | Removal of poletop luminaire assembly | 12 |
| Two 1½ ton chain-type come-alongs | Jacking pole sections together | 27 |
| Large Phillips-head screwdriver | Tightening captive screws to seal enclosure to pole hub | 11, 16 |
| Standard screwdriver | Tightening distribution lugs, 45 A disconnect switch | 10, 35 |
| Torque wrench with ⅜, ⅞ and ⅝ in sockets | Tightening luminaire retaining cable and spreader bar hardware. Must cover a range of torque from 5 ft•lb to 40 ft•lb (6 N•m to 55 N•m) | 17, 32 |
| Torque wrench to cover the following ranges: 60 in•lb (6.8 N•m) to 120 in•lb (13.6 N•m) 16 ft•lb (21.7 N•m) to 40 ft•lb (54.2 N•m) | Proper torquing of fasteners | 17 – 32 |
| Electrical fish tape, electrician's tape | Feeding wire harness through pole | 17 |
| Spray paint, chalk, or flags | Marking points to sight in aiming | 28 |
| 10 ft (3 m) stepladder or small line truck | Connecting supply wires to electrical enclosure | 34, 35 |
| Musco supplied tools | Function | Page |
| ⅝ in wrench | Tightening poletop set screw, pole cap fastener, enclosure hanger bolt, and spreader bar hardware | 11 – 32 |
| 1⅞ in socket, extension, breaker bar, and 1⅞ in wrench | Tightening structural fasteners | 13, 31 |
| ⅞ in ratcheting combination wrench | Tightening captive bolts to secure luminaire assembly | 26 |
| ⅝ in hex key | Attaching handhole covers on base and steel pole | 33, 35 |
| ⅜ in hex key | Attaching grounding conductors inside electrical enclosure | 35 |
| ⅝ in hex key | Attaching grounding conductors inside pole at handhole | 35 |
| 5 mm hex key | Landing primary feed wires on 125 A disconnect switch | 35 |
| Dishwashing liquid (original Dawn®, ECOS® Pro, or DIAO™ brand) | Lubricating pole slip-fit connections | 27 |
| Machinery needed | Function | Page |
| Crane or forklift with nylon strapping and 8 ft (2.5 m) sling (sized to weight of poletop luminaire assembly) | Unloading materials, poletop assembly | 7, 11 – 13, 21, 27 |
| Manlift or bucket truck | Poletop setting and removal, enclosure setting and removal | 7, 11 – 13, 21, 27 |
| Load-rated crane, nylon slings, and shackles | Setting poletops | 9 – 13, 21 – 23, 25 – 35 |

Documents You Need

- Musco Pole Assembly Drawing
- Field Aiming Diagram
- Control System Summary



If you do not have all of these documents, contact your local Musco representative.

Installation Instructions: **Light-Structure System™ Retrofit Lighting System**

Item 13.

Before You Begin

Electrical System Requirements

A qualified electrician must handle the electrical supply installation and hook-up in accordance with national, state, and local codes. Your electrician should review this information before installation begins.

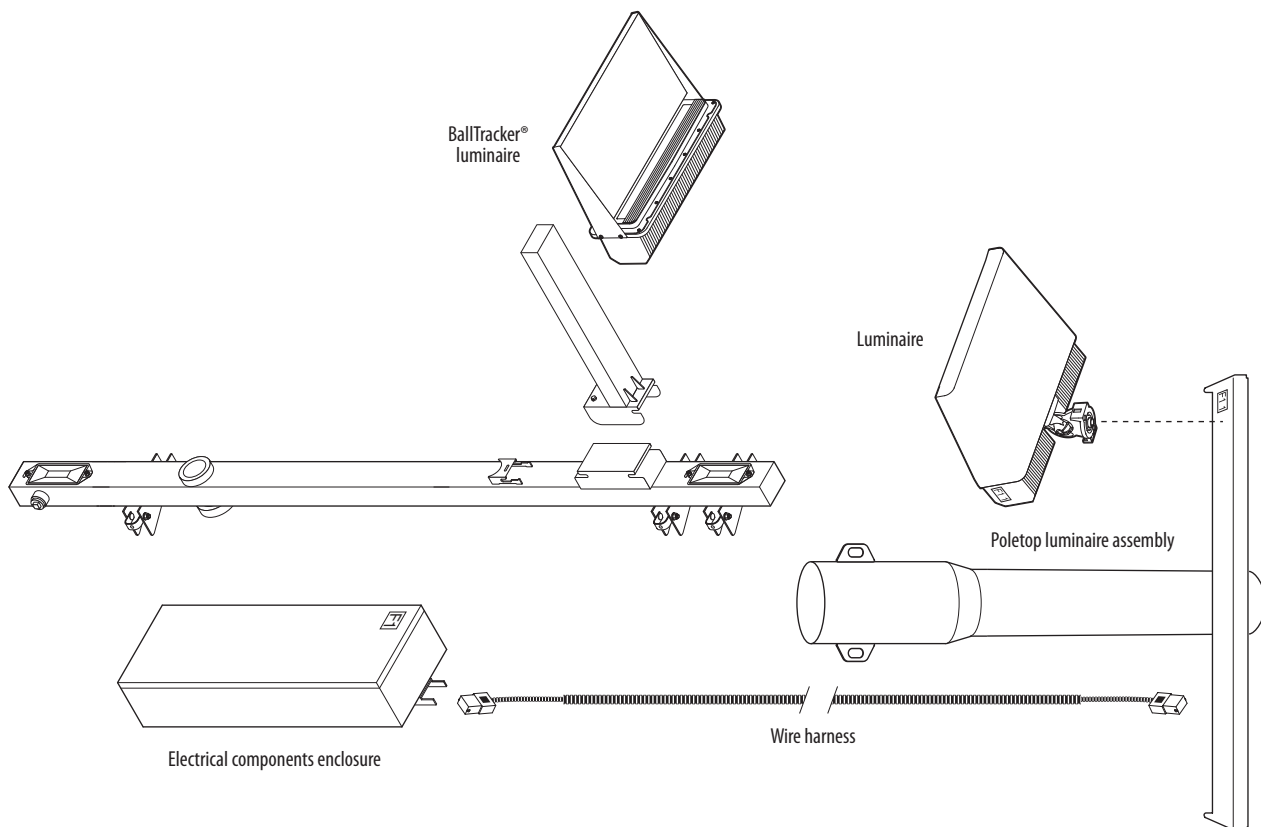
Ensure supply wiring is rated for 90°C. Review the label inside the electrical components enclosure door and *Control System Summary* for voltage and phase requirements.

Always dispose of electronic waste in accordance with all applicable laws and regulations.

Components Matching and Labeling

Pole locations are identified by a pole ID (A1, A2, B1, B2, etc.) on the *Field Aiming Diagram*. These IDs are also marked on the individual components:

- Poletop luminaire assemblies, bolt-on crossarms, and luminaire shipping cartons
- Wire harnesses
- Electrical components enclosures



Installation Instructions: **Light-Structure System™ Retrofit Lighting System**

Item 13.

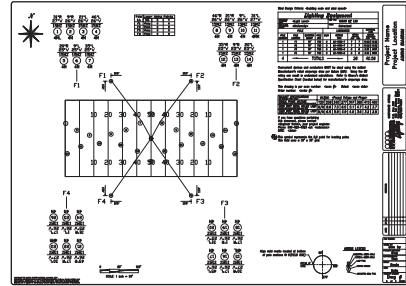
Before You Begin

Documents We Provide

Field Aiming Diagram

The *Field Aiming Diagram* is your map for locating all poles on your project. It gives this information:

- Pole IDs, locations, and heights
- Luminaire IDs
- Common aiming point for all poles, or individual aiming points for each pole
- Full load current for each luminaire



Control System Summary

Projects with a control system include a *Control System Summary*. It gives this information:

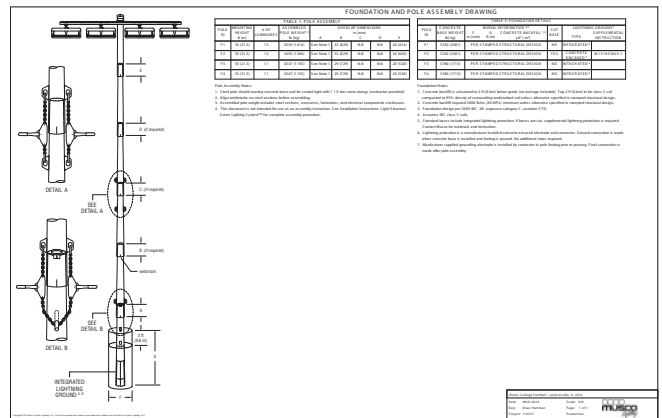
- Control system diagram and details
- Contactors and cabinets
- Lighting circuits
- Voltage, phase, and frequency
- Full load current for each circuit



Musco Pole Assembly Drawing

This drawing provides information related to the installation of the poletop luminaire assembly.

- Poletop or crossarm weight
- Poletop luminaire assembly minimum overlaps



Installation Instructions: **Light-Structure System™ Retrofit Lighting System**

Item 13.

Before You Begin

Unloading Instructions

A typical shipment includes electrical components enclosures, wire harnesses, and poletop luminaire assemblies with luminaires.



For ease of installation, set all matched components by the proper pole location as noted on the *Field Aiming Diagram*.

Tools/Materials Needed

- Crane with nylon web sling or forklift (load rated)
- Hammer
- Pry bar
- Banding cutters



Warning Crushing hazard.

Do not cut shipping bands or remove blocking from equipment until it is supported by unloading equipment.

- Check bill of lading to verify you have all materials.
- Inspect all materials for shipping damage.
- Store electrical components enclosures and luminaires in a dry location or cover with tarp until ready to install.



If additional information is needed, contact your local Musco representative.



Please recycle.
Luminaires, wire harnesses, and other components are shipped in recyclable cardboard packaging.



Installation Instructions: **Light-Structure System™ Retrofit Lighting System**

Item 13.

Before You Begin

Inspections


1 A qualified inspector must examine the base and pole sections for damage or prior field modifications.

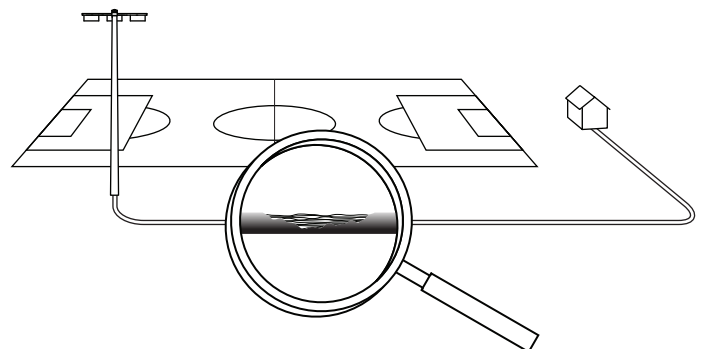
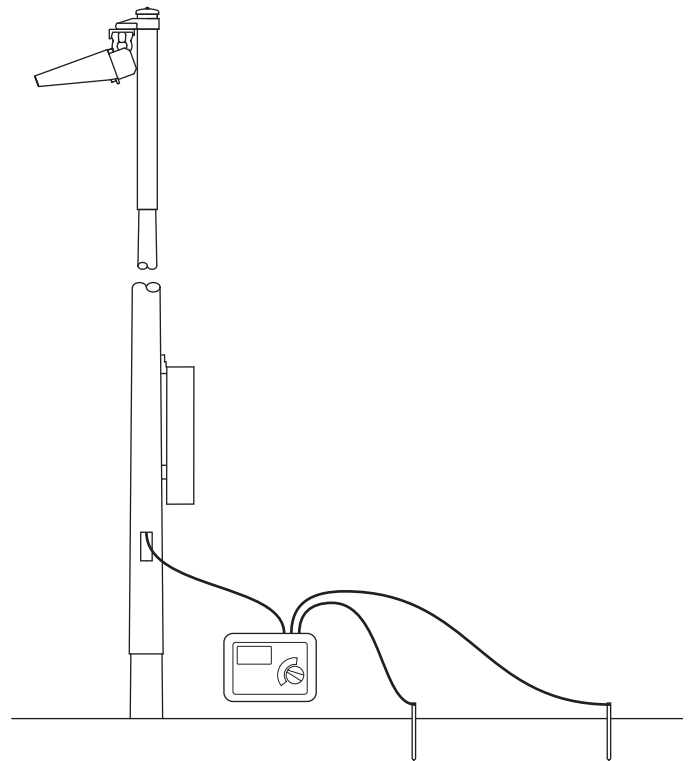
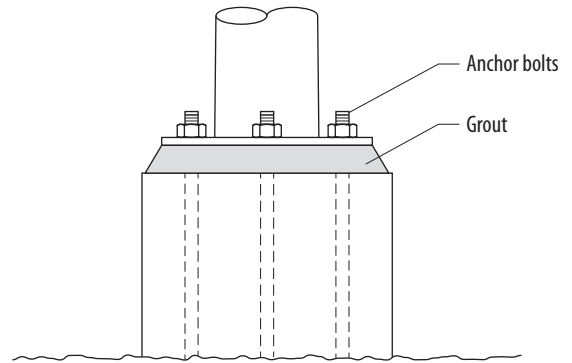
2 Repair grout on baseplate poles (if necessary).

3 If pole is equipped with an external ground rod, test earth ground connection of pole. If greater than 25 ohms, install additional ground rod and retest.

Repeat until < 25 ohms.

4 To the extent possible, inspect power supply wiring for good condition. Leakage current should not exceed 20 mA.

 Notify your local Musco representative if concerns are identified with any of these items.



Installation Instructions: **Light-Structure System™ Retrofit Lighting System**

Item 13.

Disassembly

Overview

Remove the existing equipment to be replaced: electrical components enclosures, wire harness, and poletop luminaire assembly (or bolt-on crossarms).

Tools/Materials Needed

Musco Supplied (For bolt-on crossarms.)

- 1½ in socket, ¾ in drive
- Breaker bar, ¾ in drive
- 4 in extension, ¾ in drive
- 1½ in wrench

Contractor Supplied

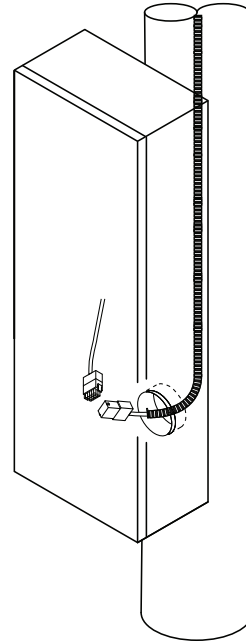
- ⅝ in wrench, ⅝ in socket and ratchet
- Angle grinder with metal cutting wheel
- Crane and slings to support poletop luminaire assembly
- Dead blow hammer
- Ratchet, ¾ in drive

Installation Instructions: **Light-Structure System™ Retrofit Lighting System**

Item 13.

Disassembly

- 1** In electrical components enclosure, disconnect pole harness from enclosure harness. Feed end of pole harness into pole interior. Cut off connector if necessary.

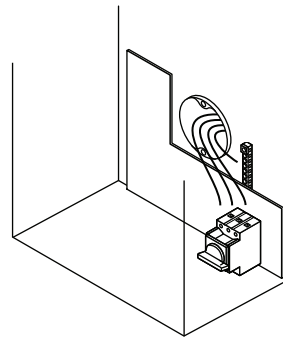


Warning

Risk of electrical shock

Ensure all circuits are disconnected before proceeding

- 2** Disconnect electrical supply wiring and equipment grounding conductor.
- 3** Remove wire harnesses between top, middle, and bottom boxes.
- 4** Remove wiring between stacks.




Installation Instructions: **Light-Structure System™ Retrofit Lighting System**

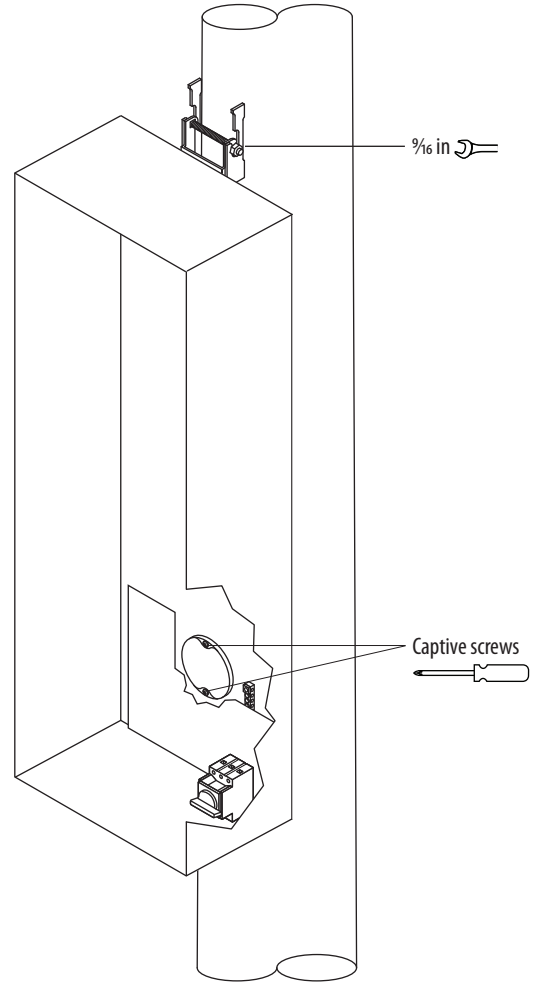
Item 13.

Disassembly


5 Using $\frac{1}{16}$ in wrench and Phillips screwdriver, loosen enclosure hanger bolts, and captive hub screws.

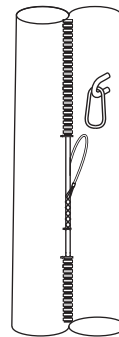
6 Using a crane and sling, remove enclosures from the stack, starting at the top.

 **Caution**
Electrical components enclosures are heavy.
Enclosures may weigh up to 225 lb (102 kg). Lift with caution.



7 Disconnect middle wire support grip on poles greater than 80 ft (24.5 m).



 Leave the pole harness connected to the poletop luminaire assembly. It will pull out as the poletop is removed.

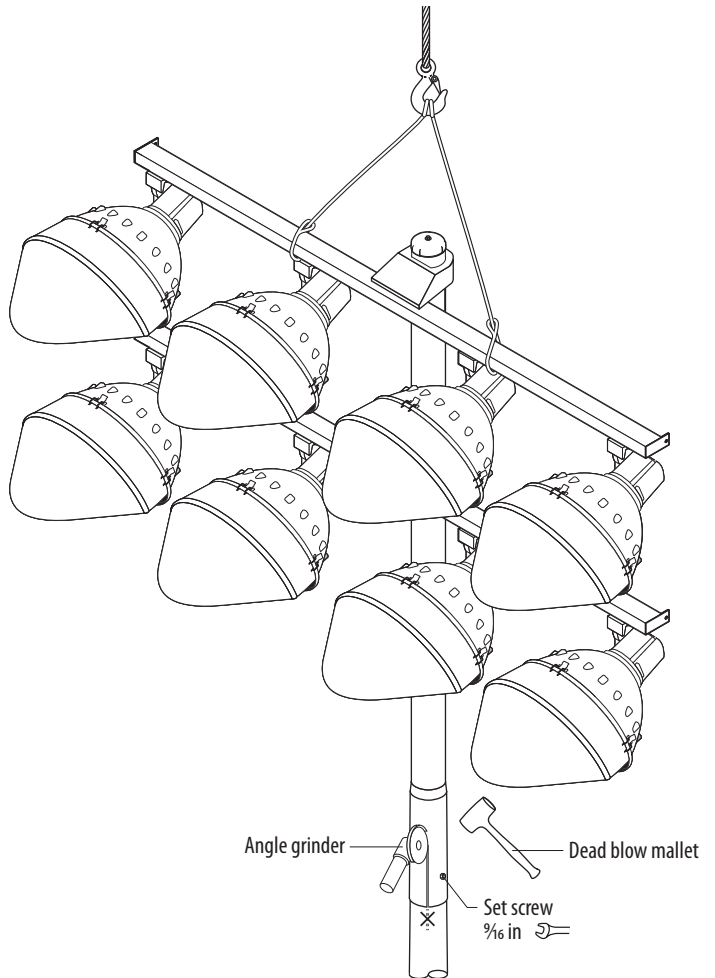


Installation Instructions: Light-Structure System™ Retrofit Lighting System

Item 13.

Disassembly

- 8** Determine if entire poletop luminaire assembly (welded crossarms) or crossarms only (bolted crossarms) will be replaced.
-  If replacing bolt-on crossarms, skip to *Bolt-on Crossarm Removal*.
- 9** Using $\frac{5}{16}$ in wrench, loosen set screw.
- 10** Use crane to sling around the top crossarm and provide a slight separating force to the poletop.
-  **Warning**
Crushing hazard.
Do not attempt to "pop off" the poletop using the crane only as the high separating forces can cause an uncontrolled separation and potential injury.
- 11** Use an angle grinder to make a relief cut in the overlap area of the poletop luminaire assembly. Do not damage the pole section underneath the poletop.
- 12** Tap on the poletop with a dead blow mallet until it begins to move and separate.



Installation Instructions: **Light-Structure System™ Retrofit Lighting System**

Item 13.

Disassembly

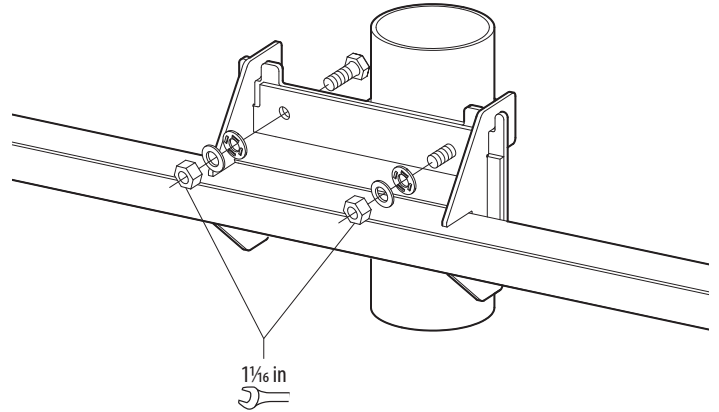
Bolt-On Crossarm Removal

1

Use crane and sling to support crossarm.

2

Use supplied breaker bar, 1 $\frac{1}{16}$ in socket, extension, and wrench to remove crossarm retaining bolts.



Installation Instructions: **Light-Structure System™ Retrofit Lighting System**

Item 13.

Electrical Components Enclosure and BallTracker® Luminaire

Overview

The electrical components enclosure is factory-wired and tested. It contains essential electrical components of the lighting system in an accessible location.

Tools/Materials Needed

Musco Supplied

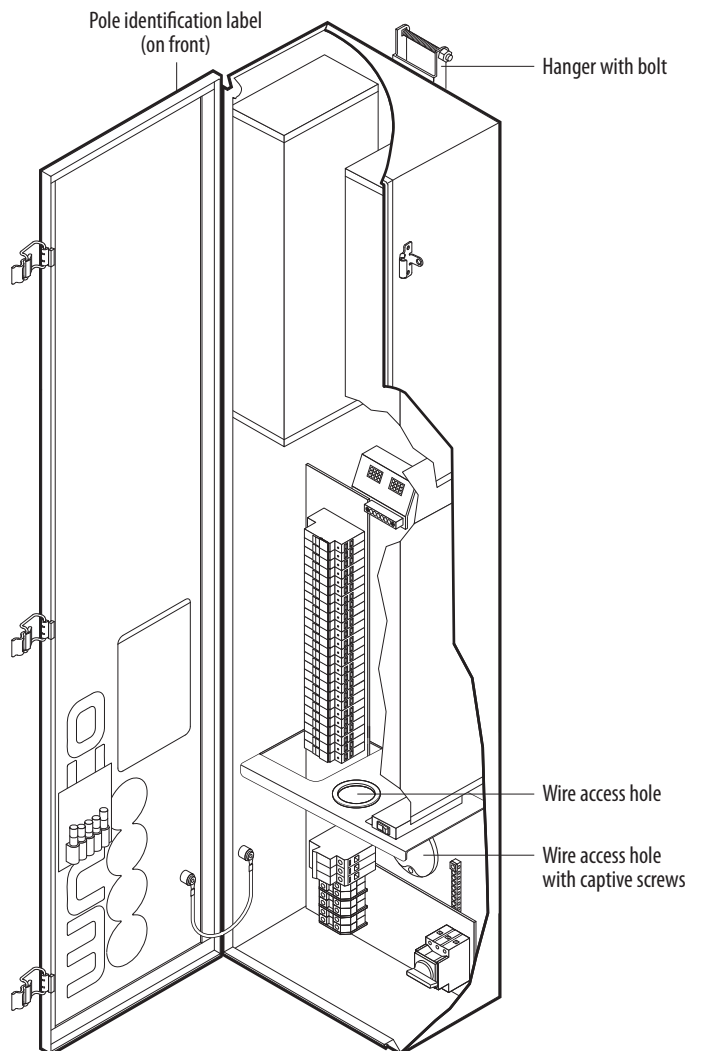
- ½ and ⅝ in offset combination wrenches
- Snips
- Field Aiming Diagram*

Contractor Supplied

- Torque wrench with ½ and ⅝ in sockets
- Large Phillips-head screwdriver
- Measuring tape
- Marker
- 10 ft (3 m) stepladder or small line truck



Consult project documents to determine if your enclosures will mount on existing hangers or if new mounting bracket has been provided.



Installation Instructions: Light-Structure System™ Retrofit Lighting System

Item 13.

Electrical Components Enclosure and BallTracker® Luminaire

Round Pole Strap Selection

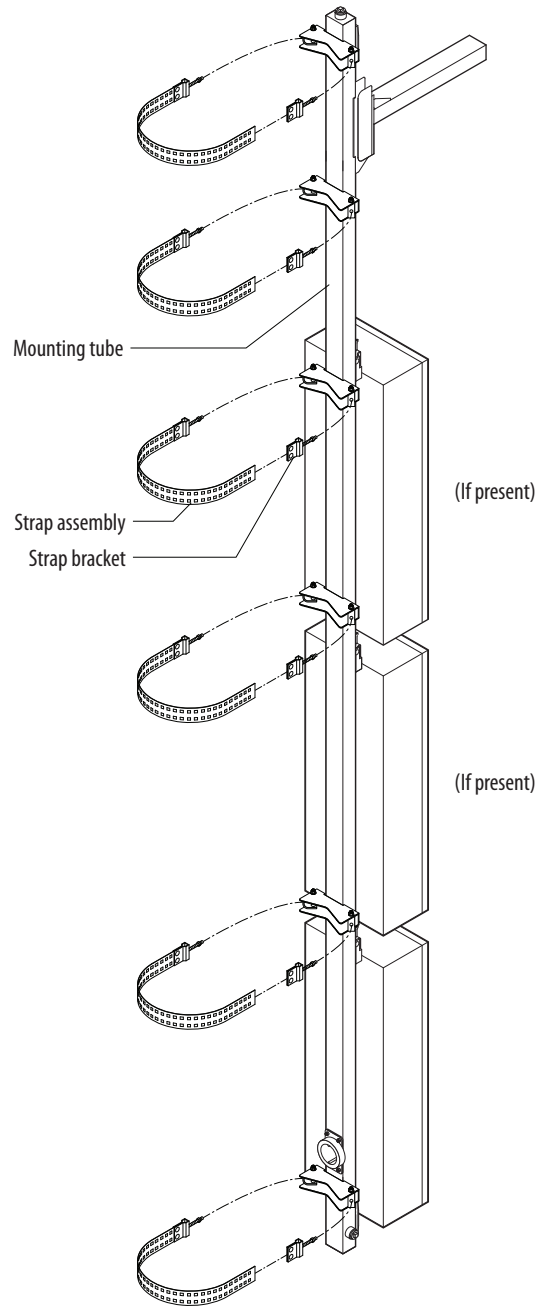
| Diameter | Round Pole Strap Length |
|--------------------------------|-------------------------|
| 0 – 17 in (0 – 432 mm) | 45 in (1143 mm) |
| 17.01 – 22 in (432 – 559 mm) | 60 in (1524 mm) |
| 22.01 – 28 in (559 – 711 mm) | 78 in (1981 mm) |
| 28.01 – 34 in (711 – 864 mm) | 96 in (2438 mm) |
| 34.01 – 40 in (864 – 1016 mm) | 114 in (2896 mm) |
| 40.01 – 46 in (1016 – 1168 mm) | 132 in (3353 mm) |

Square Pole Strap and Bracket Selection

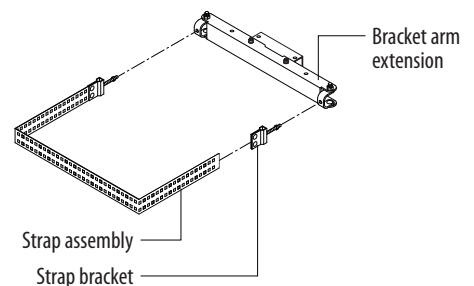
| Width | Strap Length | Bracket Arm Extension Width |
|------------------------------|------------------|-----------------------------|
| 0 – 12 in (0 – 304 mm) | 45 in (1143 mm) | 14 in (356 mm) |
| 12.01 – 16 in (304 – 406 mm) | 60 in (1524 mm) | 18.5 in (470 mm) |
| 16.01 – 20 in (406 – 508 mm) | 78 in (1981 mm) | 22.5 in (572 mm) |
| 20.01 – 24 in (508 – 610 mm) | 96 in (2438 mm) | 26.5 in (673 mm) |
| 24.01 – 28 in (610 – 711 mm) | 114 in (2896 mm) | 30.5 in (775 mm) |



Mounting tubes are marked with pole ID. One strap assembly and one strap bracket required per mounting arm (as shown).



Round pole option (shown)



Option for square pole

Installation Instructions: **Light-Structure System™ Retrofit Lighting System**

Item 13.

Electrical Components Enclosure and BallTracker® Luminaire



Verify pole ID on electrical components enclosure matches pole location on *Field Aiming Diagram*.

Assembly Procedure



Caution
Electrical components enclosures are heavy.

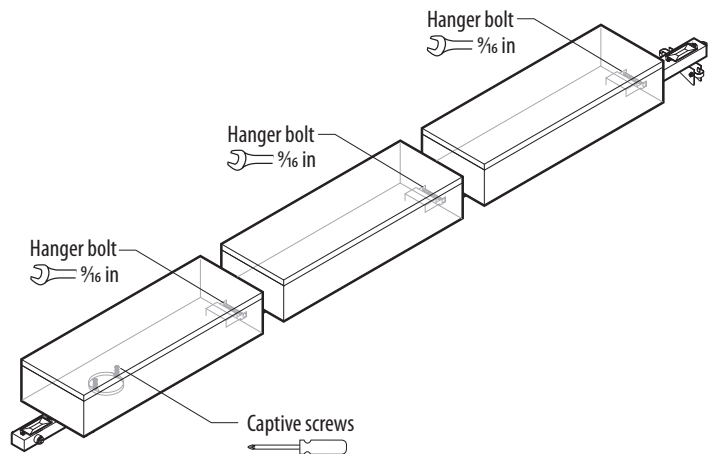
Electrical components enclosure may weigh up to 65 lb (30 kg). Lift carefully with two people to avoid injury.

1

Mount bottom enclosure on tube. Align wire access hole with hub. Tighten captive screw using Phillips-head screwdriver. Tighten hanger bolt with $\frac{1}{16}$ in wrench.

2


Mount middle and/or top enclosures. Align access hole with hub and slide box onto hanger bracket. Tighten hanger bolt with $\frac{1}{16}$ in wrench.

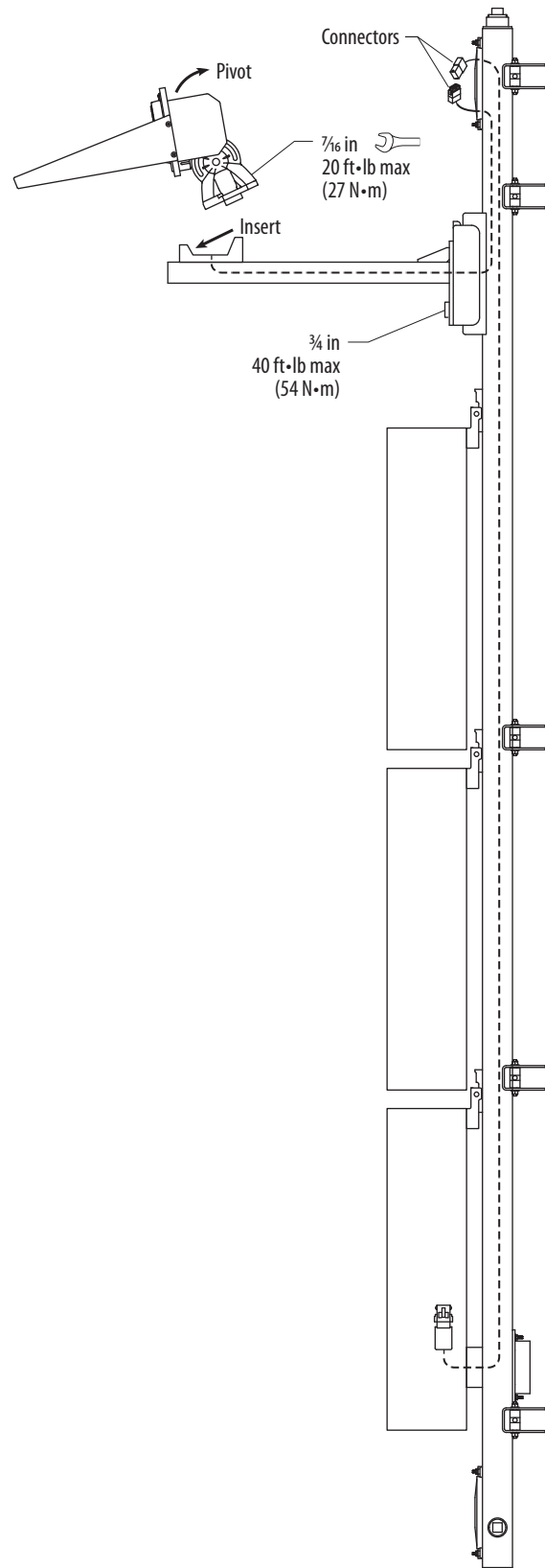


Installation Instructions: Light-Structure System™ Retrofit Lighting System

Item 13.

Electrical Components Enclosure and BallTracker® Luminaire


- 3** If pole includes a BallTracker® luminaire, attach bracket using $\frac{3}{4}$ in socket and torque wrench. Tighten captive bolts to 40 ft·lb (54 N·m).
- 4** Position crossarm near poletop, and feed crossarm wire harness through hole in center of poletop plate.
Route crossarm wire harness to upper handhole for connection to pole harness.
-  Ensure crossarm wire harness is not pinched between mating plates.
- 5** Attach luminaire using $\frac{7}{16}$ in wrench. Tighten captive screws until fully tight. Do not exceed 20 ft·lb (27 N·m).
- 6** Pull BallTracker® wire harness through tube.
Feed bottom of harness into enclosure hub.
- 7** Fish all pole wire harnesses between poletop and appropriate electrical components enclosure(s). Use handholes to access tube and aid in routing pole harness. Ensure protective sleeve extends through access hub and tuck harnesses behind subpanel.
- 8** Attach support grips at top handhole.
- 9** Mate quick-connectors at poletop and inside electrical components enclosure(s). Match driver/luminaire IDs.

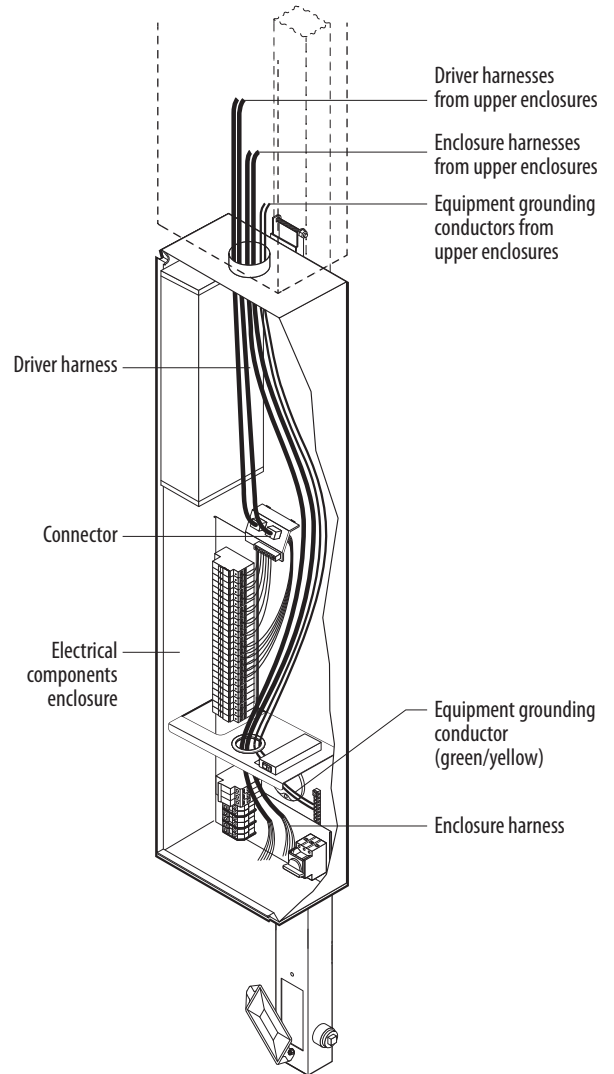


Installation Instructions: **Light-Structure System™ Retrofit Lighting System**

Item 13.

Electrical Components Enclosure and BallTracker® Luminaire

-  Only qualified personnel may perform wiring. Route wires as shown, but leave the final connections for your electrician.
- 10** Route driver harnesses from top and middle enclosures to bottom enclosure and plug into connector mounted in bracket.
- 11** Route equipment grounding conductor and enclosure harnesses from top and middle enclosures to bottom enclosure.



Installation Instructions: Light-Structure System™ Retrofit Lighting System

Item 13.

Electrical Components Enclosure and BallTracker® Luminaire



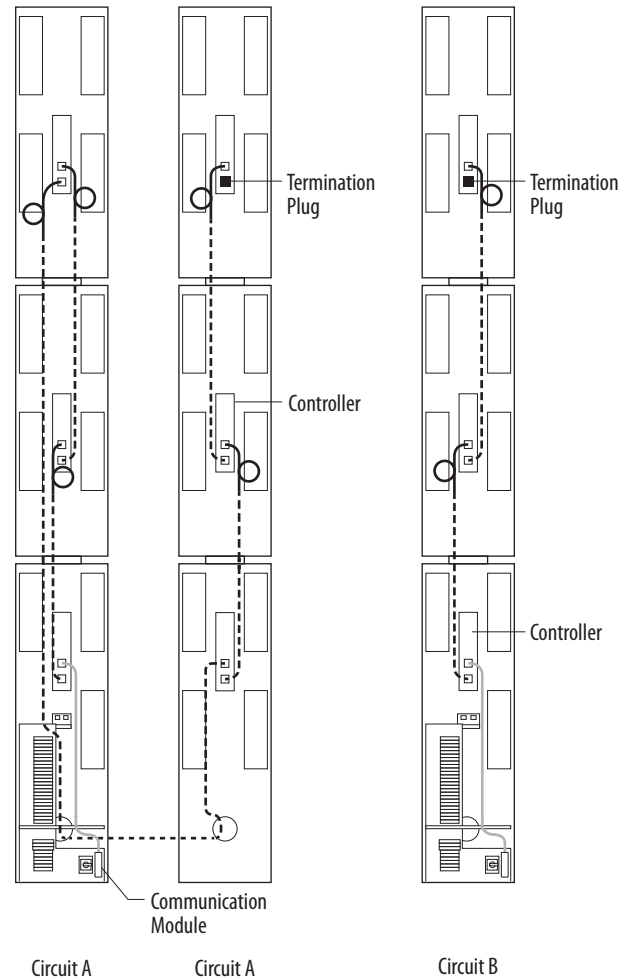
Skip Step 9–10 if controller not present

12

Pull communication cables down from top and middle boxes and plug into controller in enclosure below as shown.




Connections between stacks must be done after stacks are mounted on the pole.

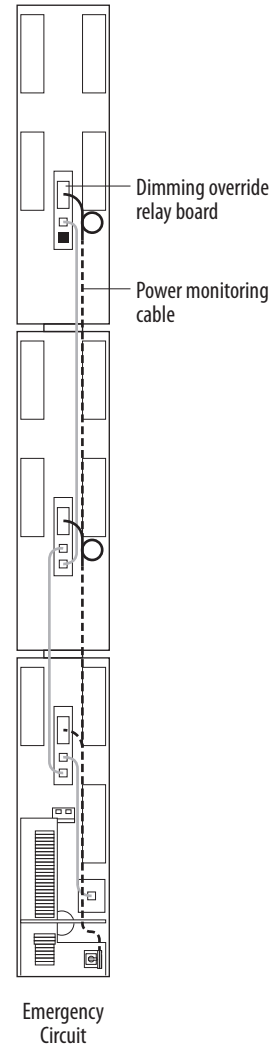


Installation Instructions: Light-Structure System™ Retrofit Lighting System

Item 13.

Electrical Components Enclosure and BallTracker® Luminaire

-  Skip Step 10 if emergency egress lighting dimming override relay board is not present.
- 13** Pull power monitoring cable from dimming override relay board in top and middle enclosures down to bottom enclosure and land black wire on terminal block M1 and blue/white wire on terminal block M2.






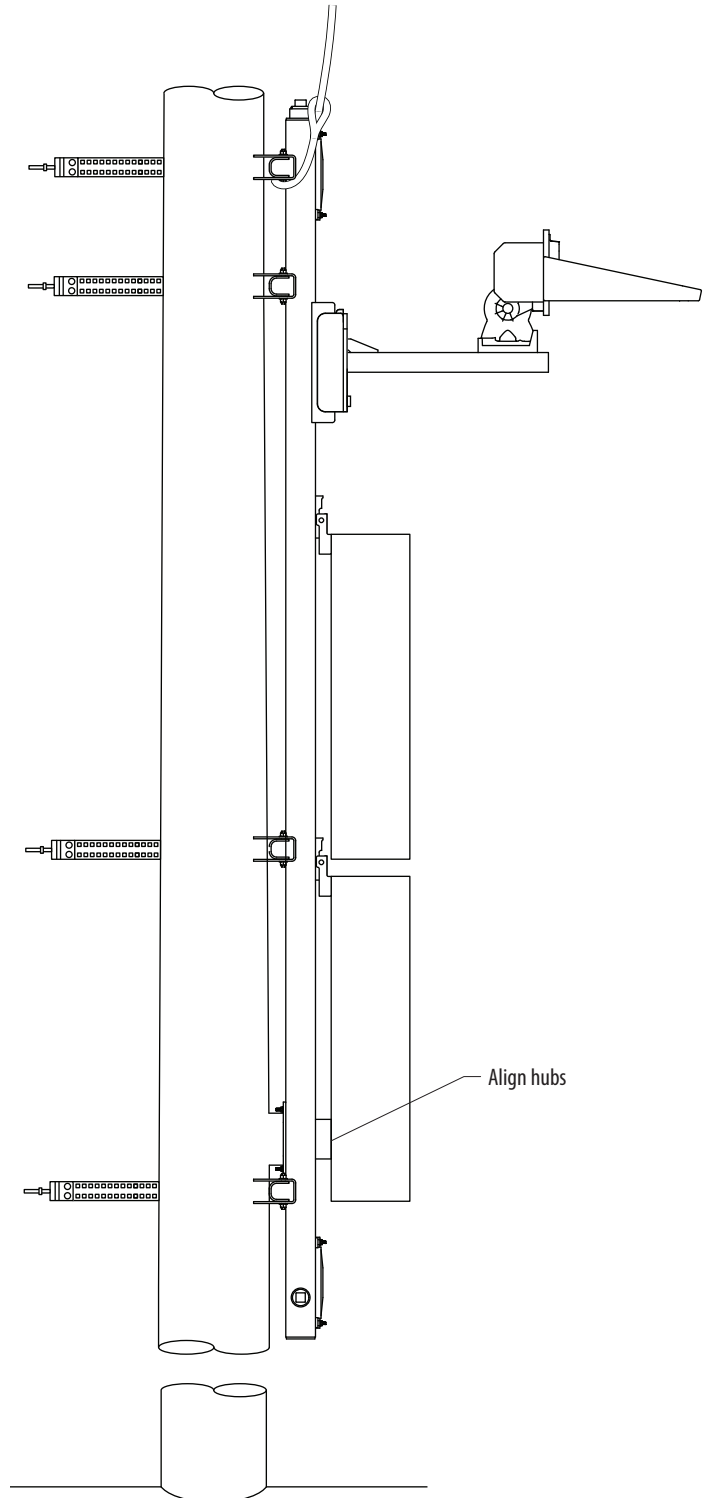
Installation Instructions: **Light-Structure System™ Retrofit Lighting System**

Item 13.

Electrical Components Enclosure and BallTracker® Luminaire

Installation Procedure

-  Verify pole ID on electrical components enclosure matches pole location on *Field Aiming Diagram*.
- 1** Sling enclosure stack under the welded arm for strapping connections (not under the BallTracker luminaire crossarm) and lift enclosure stack.
- 2** Align hub on tube with pole hub.
-  Enclosure stacks that are not mounted on a pole hub will include cover plates for tube opening. Ensure these plates are installed.
-  BallTracker® luminaires should face the field. If pole hub does not face the field, contact your Project Engineer or local Musco representative.



Installation Instructions: Light-Structure System™ Retrofit Lighting System


Item 13.

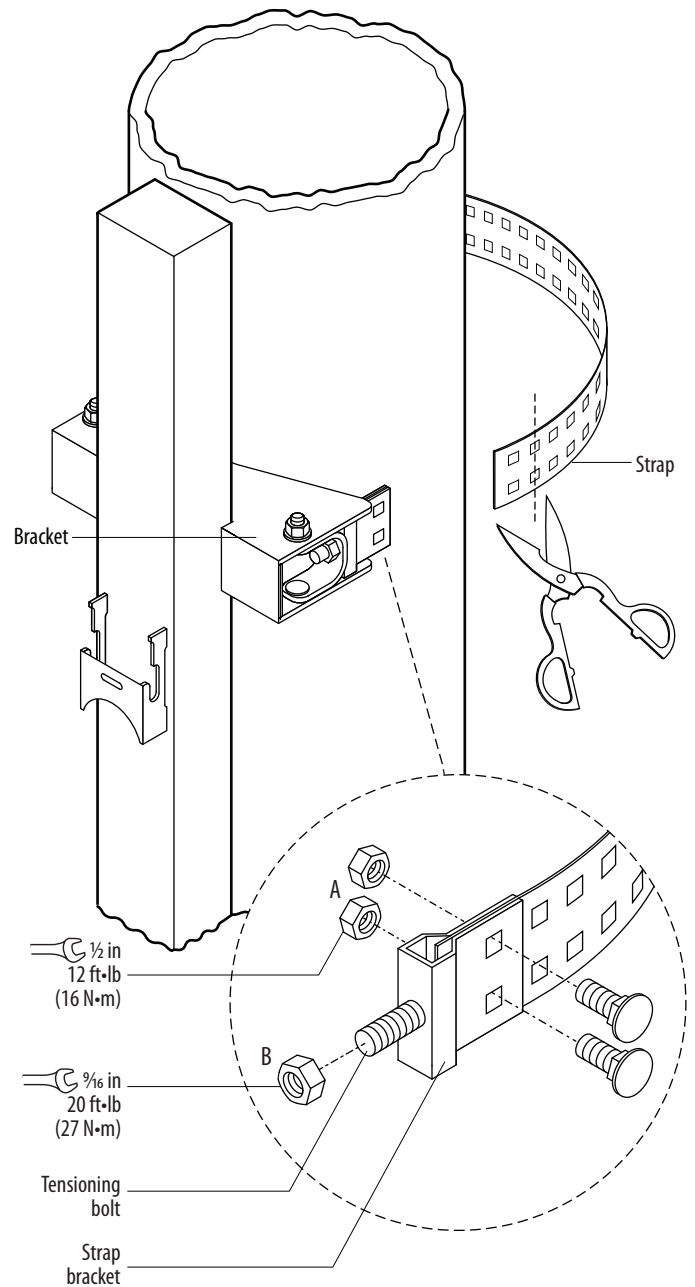
Electrical Components Enclosure and BallTracker® Luminaire

- 3** Cut straps to required length. Pull tight around pole and trim excess within 1 in (25 mm) of strap bracket. Cut across square holes, not between them.
- 4** Attach brackets to pole. Torque $\frac{5}{16}$ in strap bracket hardware A to 12 ft•lb (16 N•m) using $\frac{1}{2}$ in socket and torque wrench. Torque all $\frac{3}{8}$ in tensioning nuts B to 20 ft•lb (27 N•m) using $\frac{5}{16}$ in socket and torque wrench.

Caution
Falling equipment hazard

Ensure you meet torque values specified on all tensioning hardware.

-  If tensioning bolt is fully seated and strap is not yet tight, trim strap at next set of holes and repeat step 4.

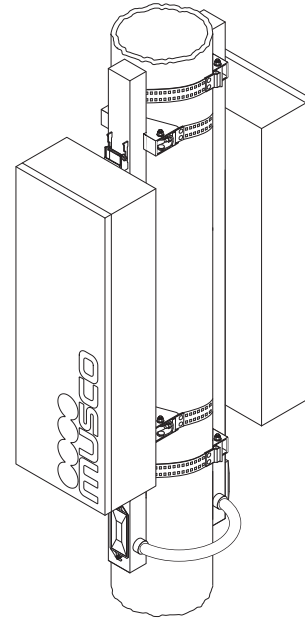


Installation Instructions: **Light-Structure System™ Retrofit Lighting System**

Item 13.

Electrical Components Enclosure and BallTracker® Luminaire

5 Repeat steps 3 and 4 for back-to-back or multiple stacks.



6 Use 1¼ in hubs provided to run flex conduit between electrical component enclosure stacks.

Installation Instructions: Light-Structure System™ Retrofit Lighting System

Item 13.

Luminaire Attachment

Overview

Luminaires are factory built and shipped in individual cartons. They are aimed in the factory and ready for installation. Do not disassemble knuckle.

Tools/Materials Needed

Musco Supplied

- 7/16 in ratcheting combination wrench



Leave luminaires in box until ready to assemble. Keep protective cover on luminaire until ready to set pole. Do not leave luminaires unassembled from crossarm in wet conditions.

Contractor Supplied:

- Torque wrench with 7/16 in socket

Assembly Procedure



Verify pole ID on luminaire cartons matches pole and location on *Field Aiming Diagram*.

1

Remove and discard orange protective caps from luminaire knuckle and mounting plate that cover electrical connections. Do not remove orange tag around captive bolts.

Note: The luminaire style may vary from what is shown.



Warning

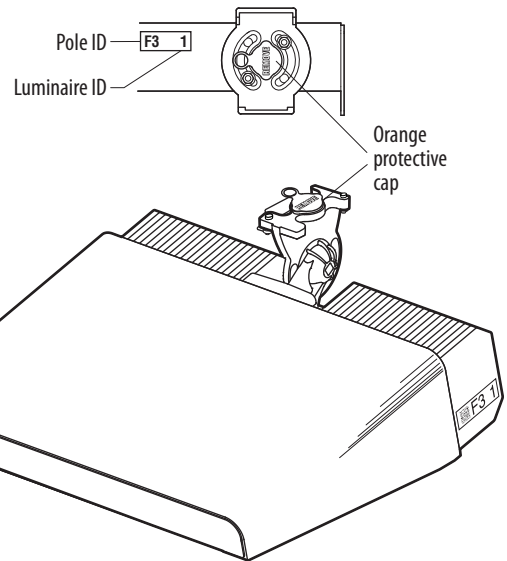
Rotation may be required to assemble all luminaires onto the poletop luminaire assembly. Do not stand under poletop when lifting. Steady with two people holding crossarms. Allow for poletop to safely rotate around when it is high enough for crossarms to clear the ground.



Caution

Equipment Damage

Properly support poletop to ensure luminaires do not get damaged.



Installation Instructions: Light-Structure System™ Retrofit Lighting System

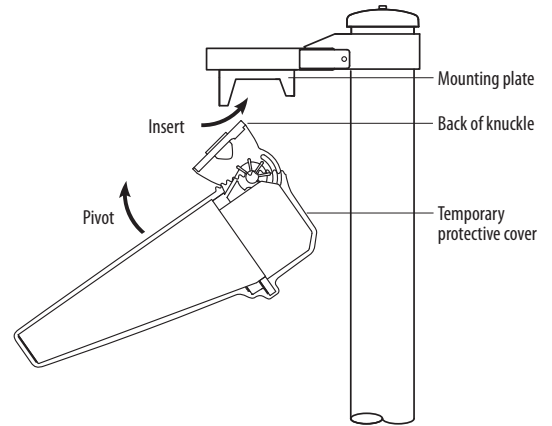
Item 13.

Luminaire Attachment

- Match luminaire ID to crossarm and install luminaire onto mounting plate. Insert back of knuckle into mounting plate and pivot into position.

Note: The luminaire style may vary from what is shown.

| Luminaire | Weight |
|--------------|---------------|
| TLC-LED-400 | 40 lb (18 kg) |
| TLC-LED-550 | 25 lb (11 kg) |
| TLC-BT-575 | 34 lb (15 kg) |
| TLC-LED-600 | 40 lb (18 kg) |
| TLC-LED-900 | 40 lb (18 kg) |
| TLC-LED-1200 | 45 lb (20 kg) |
| TLC-LED-1500 | 67 lb (30 kg) |
| TLC-RGB-U | 20 lb (9 kg) |
| TLC-RGBW | 40 lb (18 kg) |



Caution

Luminaire may be heavy. Lift carefully with two people to avoid injury.

Installation Instructions: Light-Structure System™ Retrofit Lighting System

Item 13.

Luminaire Attachment

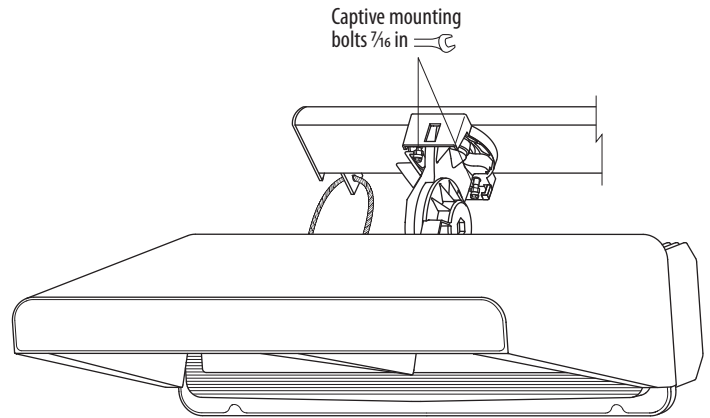
- 3 Tighten captive mounting bolts. Orange tag will break loose before all bolts are fully tight - continue tightening. Torque must not exceed 20 ft•lb (27 N•m). To avoid overtightening, use provided $\frac{7}{16}$ in combination wrench.



Warning

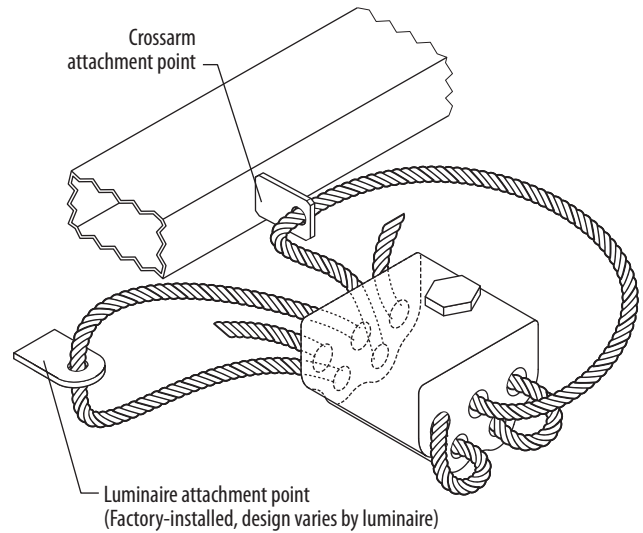
Luminaire may fall if bolts are not tight.

Do not remove tag before tightening bolts.



- 4 Attach luminaire retaining cable (if present). Route luminaire cable through crossarm anchor point, through luminaire block, and back through the block under the set screw. Luminaire attachment point will vary per luminaire design.

- 5 Using $\frac{7}{16}$ in socket and torque wrench, tighten cable set screw to 60 in•lb (6.8 N•m).



Installation Instructions: Light-Structure System™ Retrofit Lighting System

Item 13.

Poletop Luminaire Assembly

Overview

The galvanized steel pole and poletop luminaire assembly are designed to slip-fit together. Jacking ears on pole section and poletop assembly provide attachment points to pull sections together. The Musco Pole Assembly Drawing gives minimum overlap specifications for each poletop luminaire assembly.

Tools/Materials Needed

Musco Supplied


Musco Pole Assembly Drawing

5/16 in wrench


Dishwashing liquid (original Dawn®, ECOS® Pro, or DIAO™ brand)

Contractor Supplied

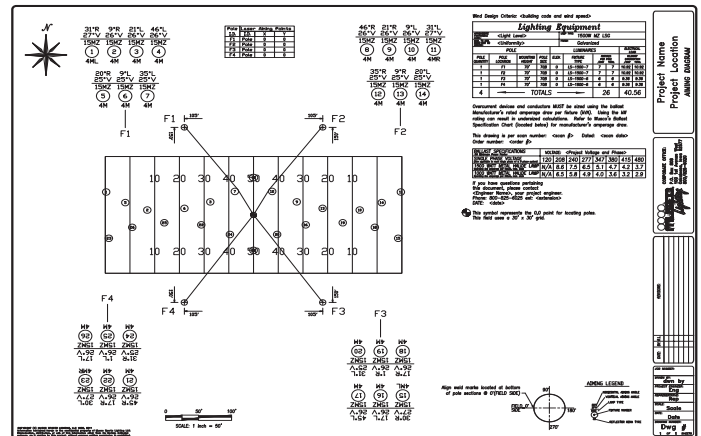
Two 1½ ton chain come-alongs

 If pole utilizes bolt-on bars, skip to next section. See Musco Pole Assembly Drawing.

Assembly Procedure

 Verify pole ID on each poletop luminaire assembly matches pole location on Field Aiming Diagram. Pole ID is labeled on crossarm.

1 Plot and mark aiming point(s) on field. Refer to Field Aiming Diagram.

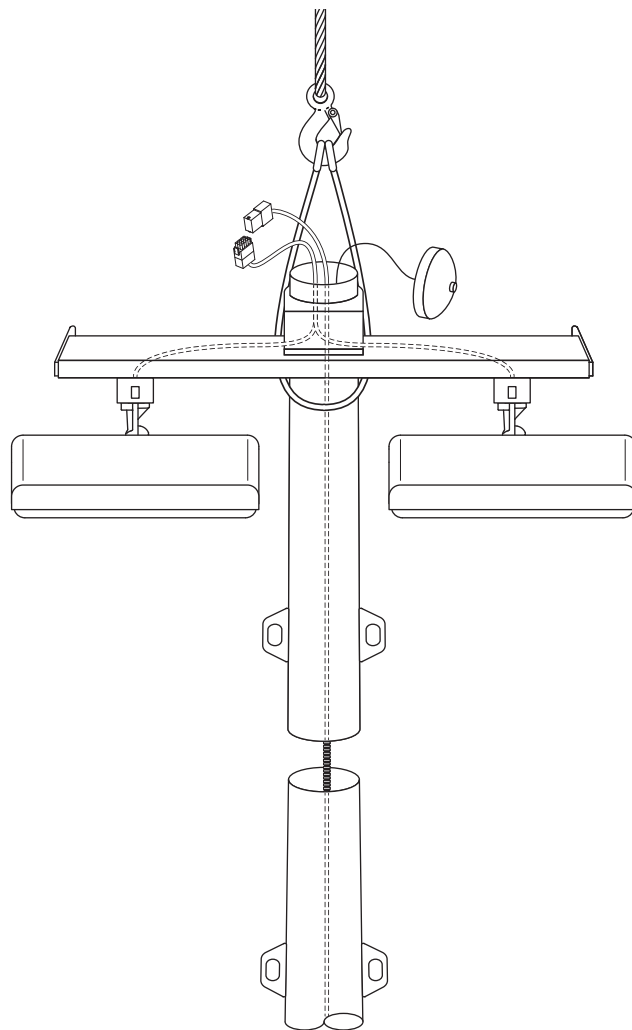


Installation Instructions: **Light-Structure System™ Retrofit Lighting System**

Item 13.

Poletop Luminaire Assembly

- 2** Turn on pole alignment beam.
- 3** Hook pole harness wire support grip to the poletop luminaire assembly u-hook and bundle the pole harness to the bottom crossarm.
- 4** Lubricate top of steel pole section with supplied dishwashing liquid.
- 5** Sling and lift poletop luminaire assembly into place.
- 6** Carefully lower the pole harness(es) down into the pole. The attached cable support hook will prevent the pole harness from dropping.



Installation Instructions: Light-Structure System™ Retrofit Lighting System

Item 13.

Poletop Luminaire Assembly

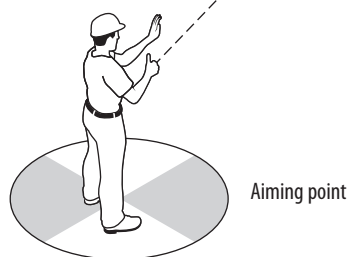
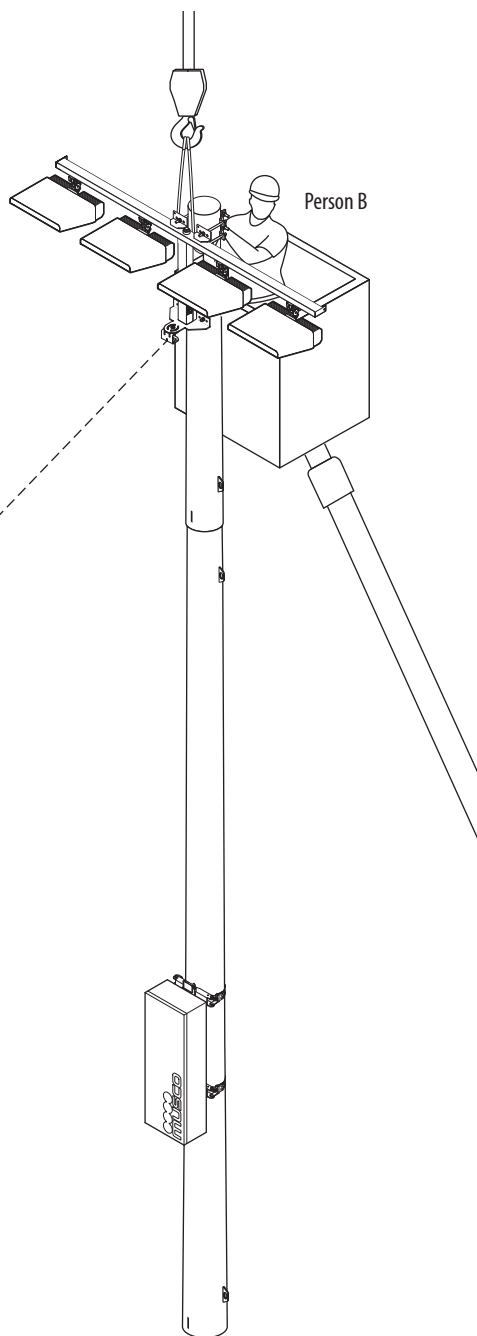
7 Aim luminaire assembly using alignment beam. Device projects a narrow vertical beam of light that is only visible when you are aligned with it. This step requires two people.

Person A: Stand on field aiming point and look at pole alignment device. It is attached to a luminaire. Walk parallel to crossarms until you see beam. Signal person B to rotate luminaire assembly left or right until beam aligns with aiming point. Beam may be visible, however when pole is aligned, you will see a bright flash as you stand directly on aiming point.

Person B: Following direction from person A, rotate luminaire assembly left or right until it is aligned.

Warning
Falling material hazard

If erecting pole with luminaire assembly attached, do not attach rigging to luminaire assembly. Follow pole supplier instructions for lifting.



Person A


Warning
Laser radiation hazard

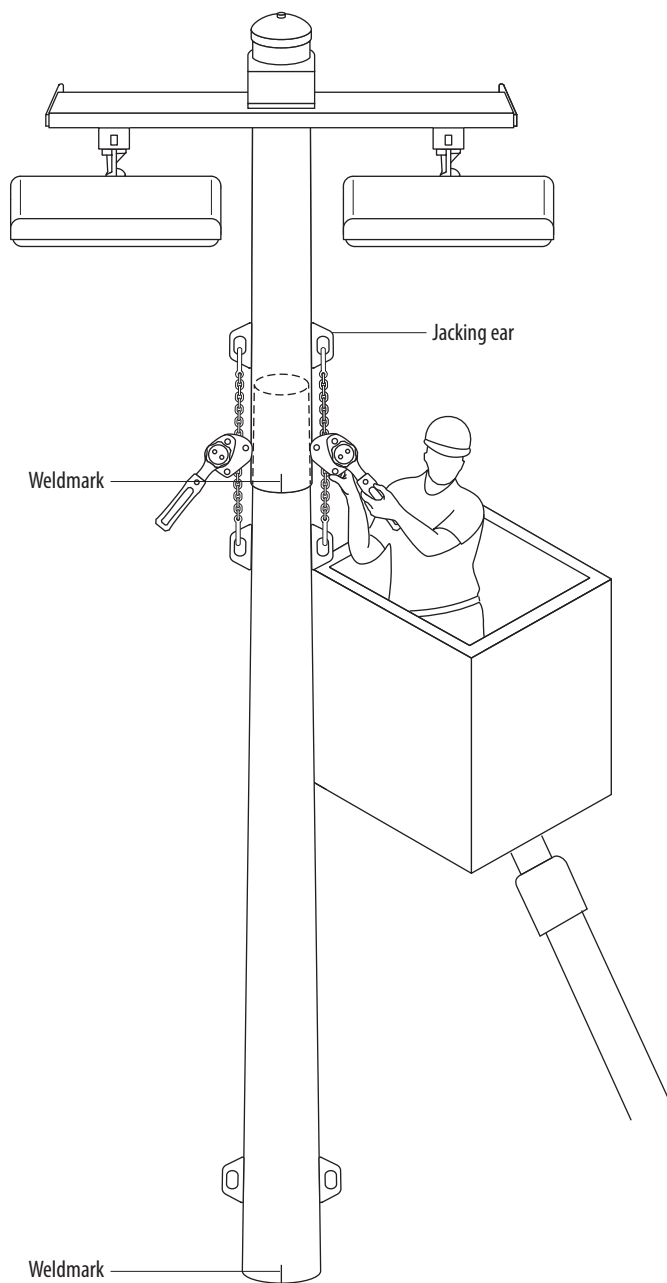
Pole alignment beam is safe for viewing at a distance of three feet (one meter) or more. Do not look into beam from closer than three feet (one meter). Do not use binoculars, camera, or telescope to view beam from any distance. Locator beam is a class 2M laser device. Wavelength: 635-660 nm, Laser power for classification: <1 mW continuous, divergence: <1.5 mrad x 1 rad. Using alignment beam in a manner other than as described here may result in hazardous exposure. Do not modify, dismantle, or attempt to repair.

Installation Instructions: **Light-Structure System™ Retrofit Lighting System**

Item 13.

Poletop Luminaire Assembly

- 8** Using two 1½ ton come-alongs, pull poletop luminaire assembly onto pole evenly until tight. Ensure minimum overlap per Musco Pole Assembly Drawing.
-  Ensure alignment is maintained while tightening.
- 9** Tighten set screw using ⅝ in wrench.



Installation Instructions: Light-Structure System™ Retrofit Lighting System

Item 13.

Bolt-on Crossarms

Overview

Bolt-on bar style may vary from what is shown. Replacement procedure is identical.

Tools/Materials Needed


Musco Supplied:

- ¾ in drive 1 ¼ in socket
- ¾ in drive breaker bar
- ¾ in drive 4 in extension
- 1 ¼ in wrench
- Spreader bars
- ⅜ in fasteners (for spreader bars)
- ⅝ in structural fasteners
- ⅝ in wrench

Contractor Supplied:

- Torque wrench with ⅝ in socket

Assembly Procedure

-  Verify pole ID on crossarm matches ID of pole.


Note: Each crossarm is factory assembled for a specific position on poletop section to ensure correct aiming. Top side of crossarm is labeled with crossarm's position number. Example: Position 1 is installed on first position from top of poletop section.

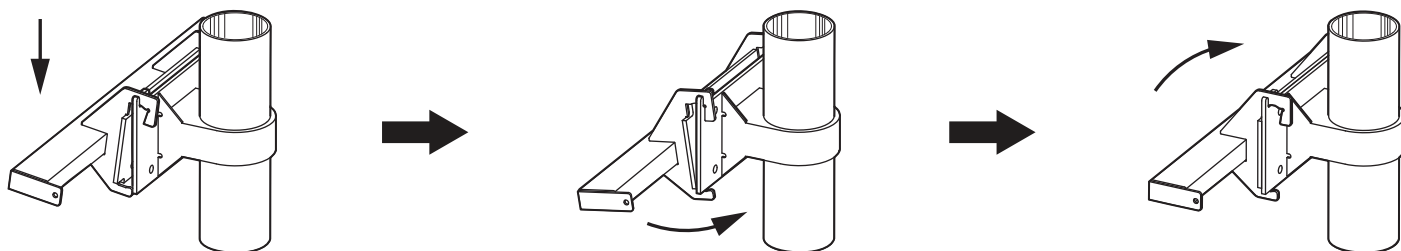
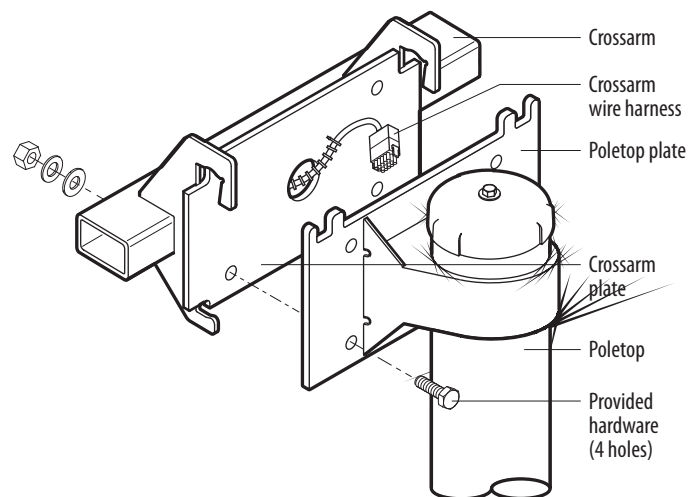
- 1** Position crossarm near poletop, and feed crossarm wire harness through hole in center of poletop plate.

Route wire harness for crossarms 1–3 to top of pole.

Route wire harness for crossarms 4–7 to handhole below crossarm position 5.

- 2** Position crossarm as shown below.

-  Ensure crossarm wire harness is not pinched between mating plates.

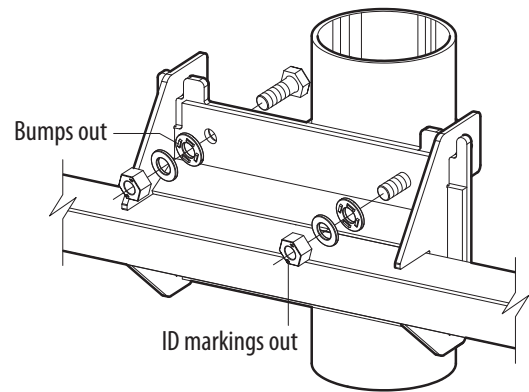


Installation Instructions: Light-Structure System™ Retrofit Lighting System

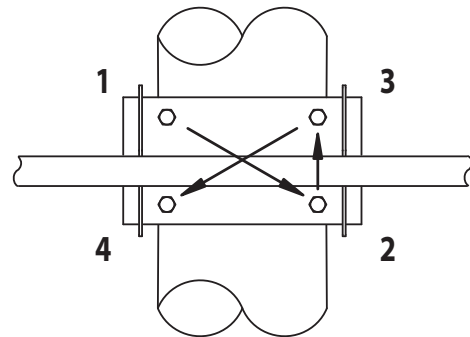
Item 13.

Bolt-on Crossarms

3 Install bolts through plates with threads away from pole. Place direct tension indicating (DTI) washer next, with flat surface (orange material) against plate, and bumps facing out toward nut. Place flat washer next, followed by nut. Small ID markings on nut must face out to allow proper identification of nut.




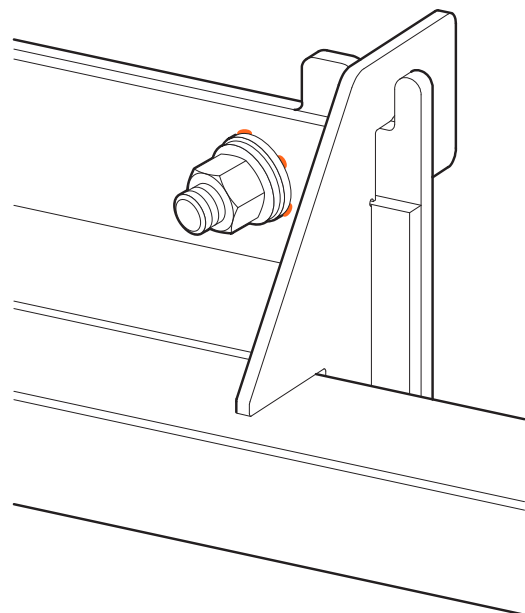
4 Snug all nuts. Using supplied 1 $\frac{1}{8}$ in wrench, tighten each nut until plates are in firm contact. Follow tightening sequence shown.



5 Using supplied breaker bar, 1 $\frac{1}{8}$ in socket, extension, and wrench, tighten each nut until orange extrusion appears from at least three bumps.

6 Repeat steps 1–5 for remaining crossarms.


 Do not reuse structural fasteners. Discard if removed or loosened after tightening.



Installation Instructions: **Light-Structure System™ Retrofit Lighting System**

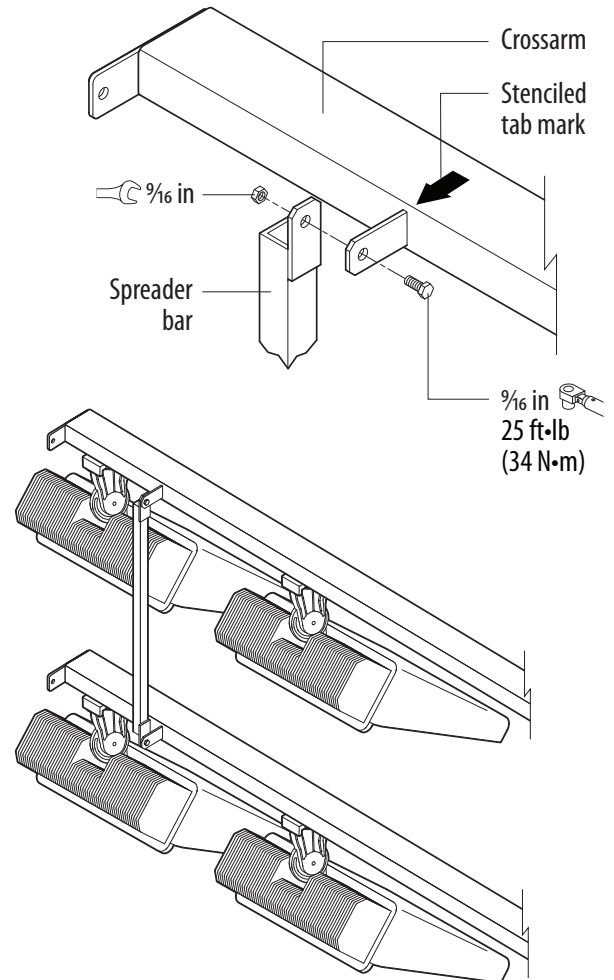
Item 13.

Bolt-on Crossarms

 Refer to the Musco *Field Aiming Diagram* to determine if a pole requires spreader bars. If so, spreader bars are bundled together and marked with the pole ID. Additionally, the pole crossarms are stenciled indicating which tabs to use. Crossarms are joined in groups of two or three with the greatest grouping on top; do not form other groupings.

7 Install spreader bars with $\frac{3}{8}$ in fasteners at the locations marked on each crossarm. Torque to 25 ft•lb (34 N•m).

Spreader bars may come in two sizes, 30½ in (775 mm) and 60 in (1524 mm). Always install longer bars to upper three crossarms.



Installation Instructions: Light-Structure System™ Retrofit Lighting System

Item 13.

Wire Harness

Overview

Tools/Materials Needed

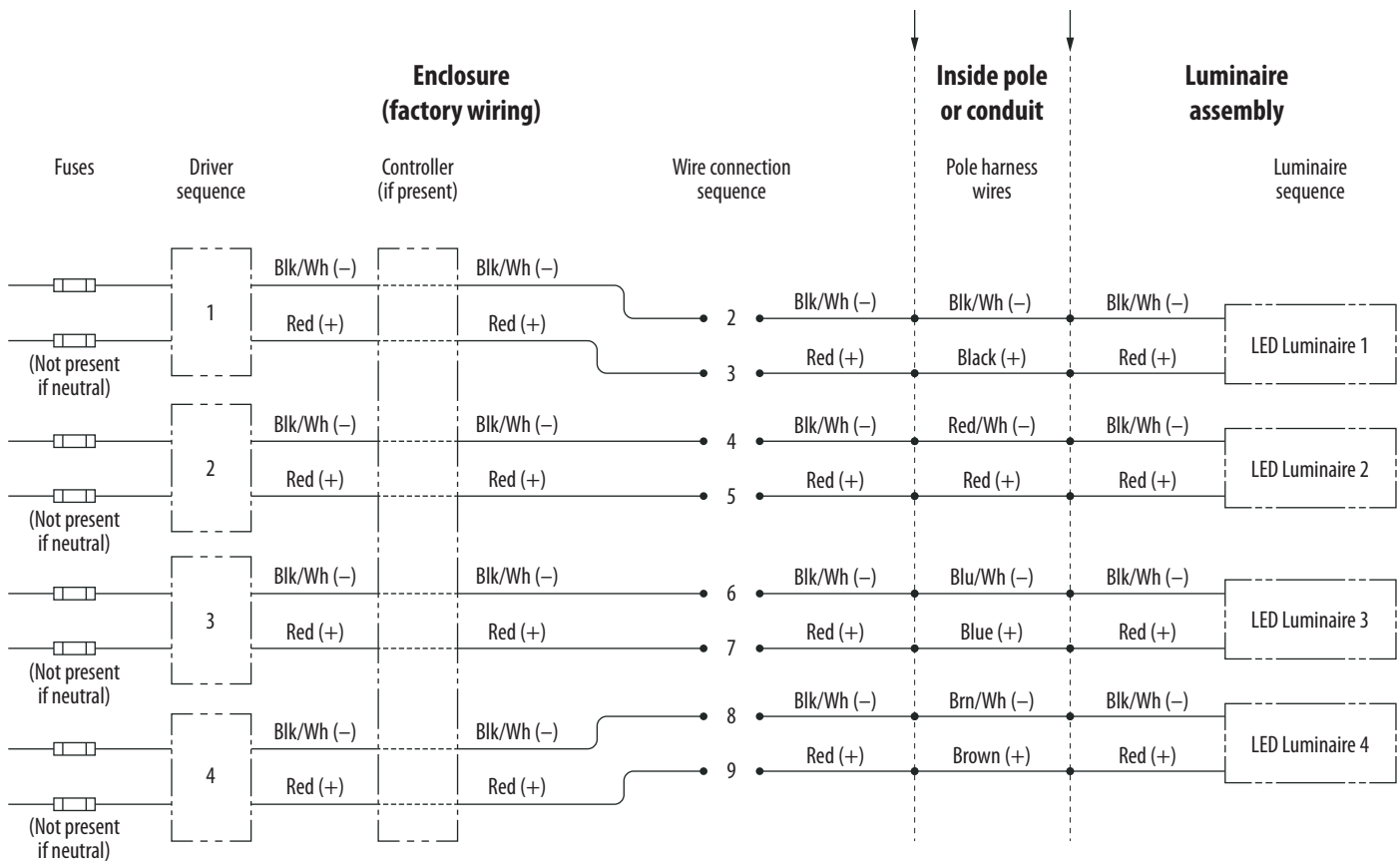
Musco Supplied

- 5/32 in hex key
- 9/16 in wrench

Contractor Supplied

- Fish tape
- Electrician's tape

The factory-built wire harness connects the electrical components enclosure to the poletop luminaire assembly.



Notes:


1. Pole harness wire color indicated if provided by Musco.
2. Enclosure factory wiring may be different than shown above. One pair of wires per luminaire is required in pole harness.


Installation Instructions: Light-Structure System™ Retrofit Lighting System

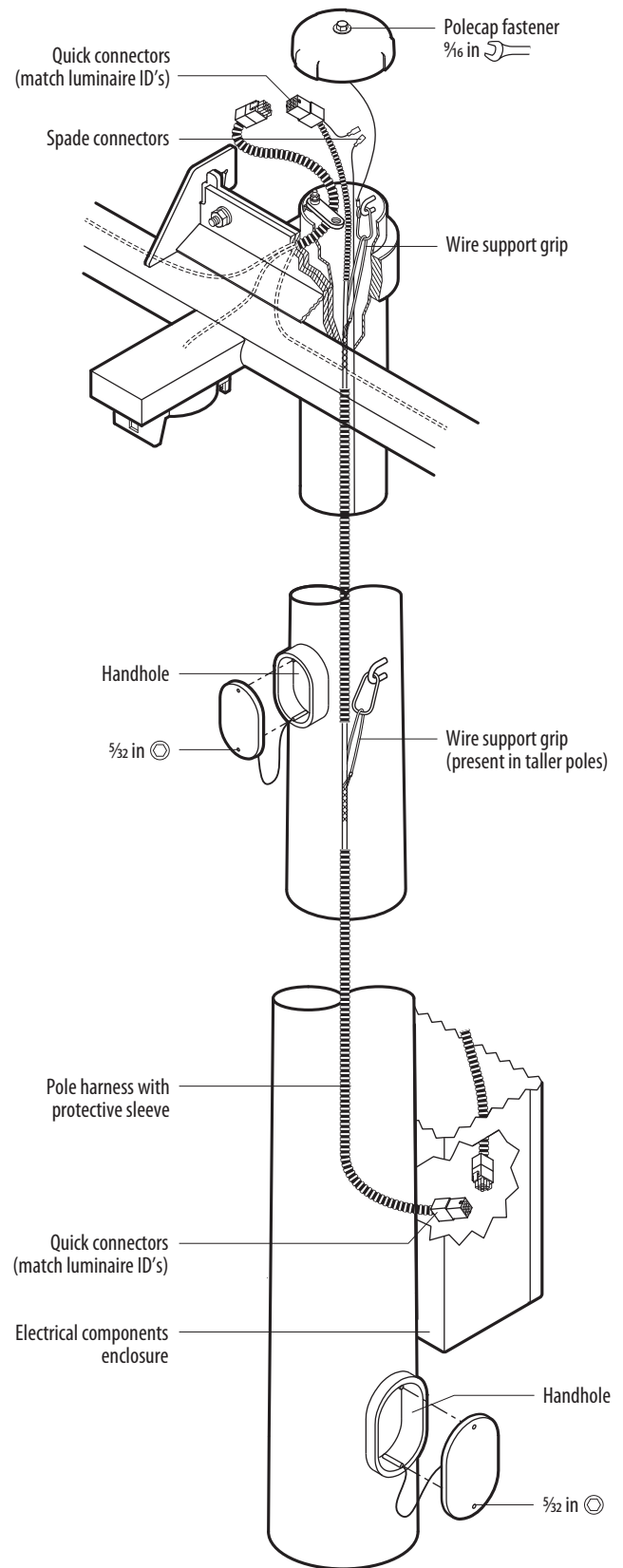
Item 13.

Wire Harness

Assembly Procedure

-  Verify pole ID on wire harness matches pole location on *Field Aiming Diagram*.
- 1** Remove handhole covers using $\frac{5}{32}$ in hex key. Remove polecap using $\frac{5}{16}$ in wrench.
- 2** Fish all pole wire harnesses between poletop and appropriate electrical components enclosure(s). Use lower handhole to access enclosure hubs. Ensure protective sleeve extends through access hub and tuck harnesses behind subpanel.
- 3** Attach support grips at midpole (if present).
- 4** Mate quick connectors at poletop and inside first stack of electrical components enclosures. Match driver/luminaire IDs.

For additional stacks of enclosures, connect pole harnesses using the Musco-provided LEVER-NUTS wire connectors. Match luminaire ID and wire polarity per each wire label.
-  Use electrical tape to ensure LEVER-NUTS® levers stay secure and don't snag on surrounding wires.
- 5** Replace handhole covers and polecap.



Installation Instructions: Light-Structure System™ Retrofit Lighting System

Item 13.

Connecting to Supply Wiring

Overview

The final step of installation is connecting the supply wiring at the subpanel. Terminals for phase wires and neutral (if used), disconnect switch with lockout, and equipment ground bar are provided on the subpanel in the electrical components enclosure. If there are multiple circuits on the pole, a disconnect is provided for each circuit. This may be on a separate subpanel in another enclosure. Depending on foundation design and/or soil conditions, a supplemental grounding electrode may be required.

Tools/Materials Needed


Musco Supplied

- 3/16 in hex key (ground bar)
- 5/16 in hex key (bonding terminal inside handhole)
- 5/32 in hex key (handhole covers)
- 5 mm hex key (125 A disconnect terminals)
- Equipment bonding jumper

Contractor Supplied

- Standard screwdriver
- 3 m (10 ft) stepladder or small line truck

Installation Procedure

 Musco *Control System Summary* or *Field Aiming Diagram* provides electrical loading information needed to size wire and switchgear.

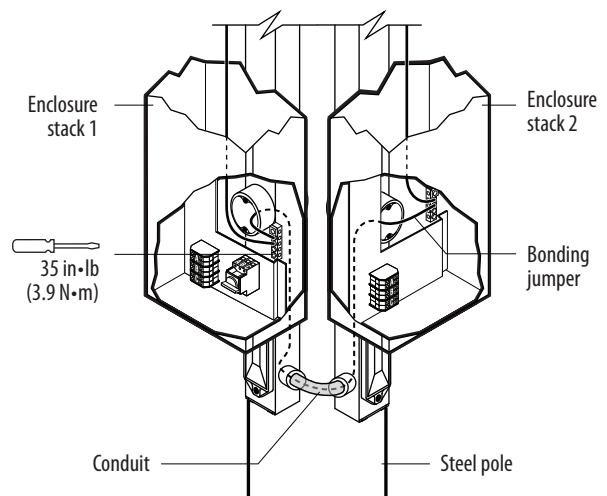
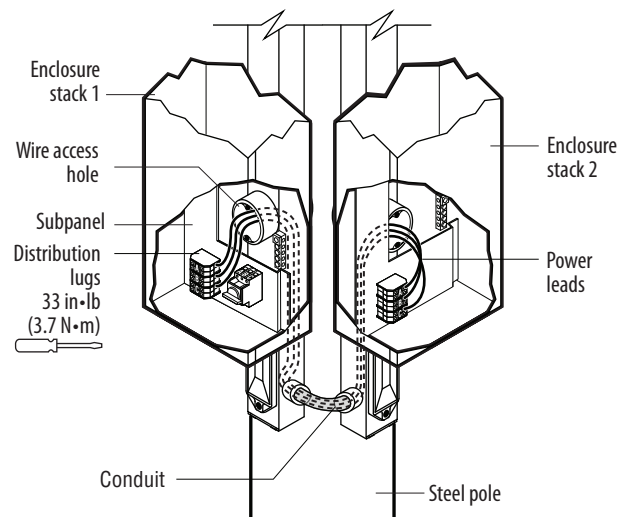
Musco provides instructions for installing Control-Link™ control system or lighting contactor cabinet when these items are part of your project.

1 If pole has multiple stacks on the same electrical circuit then route lower loads from second stack to distribution lugs on main subpanel.

Route all power leads for lighting equipment to appropriate subpanel locations.

2 Connect equipment grounding conductors (green/yellow) from each upper enclosure to equipment ground bar in bottom enclosure. If pole has multiple stacks, connect bonding jumper from stack one.



Tighten lugs using 3/16 in hex key.



Installation Instructions: Light-Structure System™ Retrofit Lighting System

Item 13.

Connecting to Supply Wiring


- 3** Remove handhole cover using $\frac{5}{32}$ in hex key. Rout supply wiring through access hub into electrical components enclosure.
- 4** Connect insulated equipment grounding conductor (supply) to ground bar. Tighten lug using $\frac{3}{16}$ in hex key.
-  Disconnect is rated for copper wire only. Contact Musco for adaptor or use UL Listed adaptor for aluminum supply wire.
- 5** Connect phase wires (supply) to disconnect switch. Tighten lugs using standard screwdriver (45 A disconnect) or 5 mm hex key (125 A disconnect). Connect neutral wire (if used) to distribution lug. Tighten lug using standard screwdriver.
- 6** Route provided equipment bonding jumper (green/yellow) through access hub to pole grounding lug inside handhole. Tighten lug using $\frac{5}{16}$ in hex key.
- 7** Ensure all handhole covers are installed and electrical components enclosure is closed and latched.
-  If your project includes a supplemental grounding electrode kit, follow instructions in kit for installing electrode.

 **Warning**
Risk of electric shock.

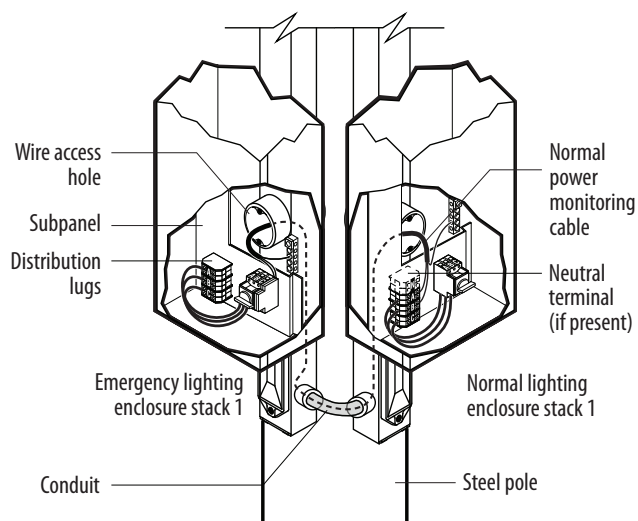
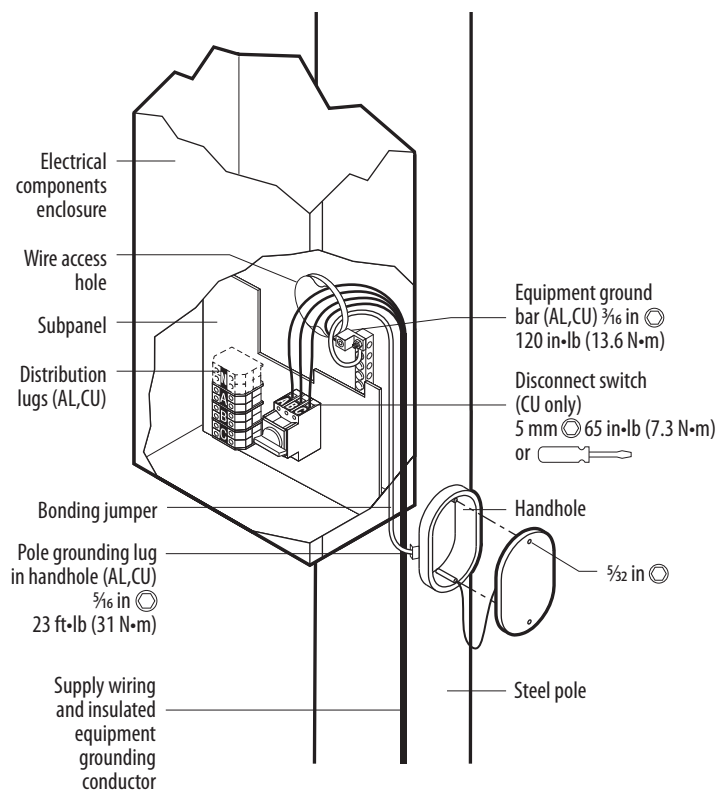
Terminate equipment grounding conductor at equipment ground bar in electrical components enclosure.

 **Warning**
Lightning hazard.

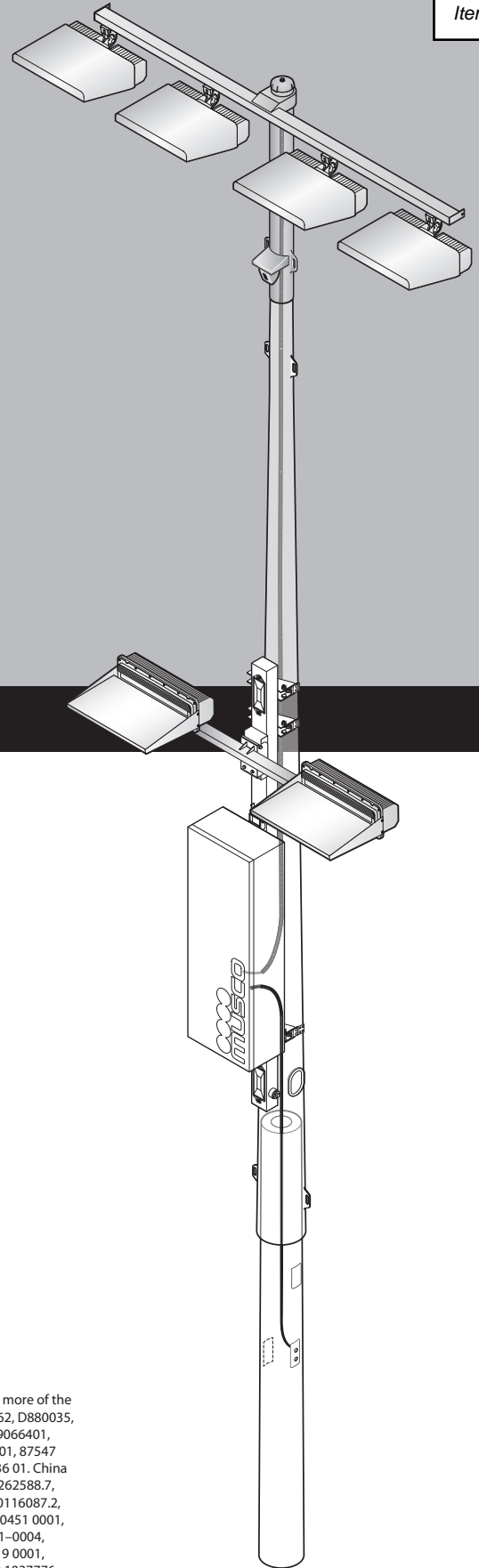
For poles located near metal fences, metal bleachers, or other metal structures, bond structures to pole ground to maintain equal electrical potential.

 Skip step 8 if no emergency egress lighting is present.

8 Route cable for normal power to adjacent enclosure stack. Connect black wire and blue/white wire to any two active terminals A, B, C, or neutral, if present, and green wire to ground bar.



Item 13.



Musco Light Structure System™ product referenced or shown may be protected by one or more of the following patents. United States Patent(s): D794244, D841854, D841855, D841856, D873462, D880035, D882141, D882850, D882860, D892375, D892376, 7956556, 8300219, 8508152, 8575866, 9066401, 9781780, 10267491, 10344948, 10356886, 10378732, 10549384. Benelux Patent(s): 87546 01, 87547 01, 87548 01, 87990 01, 87991 01, 87992 01, 87993 01, 87994 01, 87995 01, 88535 01, 88536 01. China Patents for Design 中国外观设计专利: ZL201830262493.5, ZL201830262495.4, ZL201830262588.7, ZL201930115887.2, ZL201930115888.7, ZL201930115891.9, ZL201930116074.5, ZL201930116087.2, ZL201930116089.1, ZL202030157575.0. Germany Patents: 402018100450 0001, 402018100451 0001, 402018100452 0001, 402019100343 0001-0004, 402019100344 0001, 402019100345 0001-0004, 402019100346 0001-0004, 402019100347 0001-0004, 402019100348 0001, 402020100419 0001, 402020100421 0001. Republic of Korea Patent(s): 30 1014229, 30 1014230, 30 1014231, 30 1037776, 30 1037783 0001-0004, 30 1037788 0001-0004, 30 1037795, 30 1037796 0001-0004, 30 1037802 0001-0004, 30 1110351, 30 1110358, 30 1110362. United Arab Emirates Patent(s): 5678, 5679, 5680, 5984, 5985, 5986, 5987, 5988, 5989. United Kingdom Patent(s): 6032011, 6032022, 6032023. 6056943, 6056944, 6056945, 6056946, 6056947, 6056948, 6088584, 6088586, 6088587. U.S. and foreign patents pending. [Pat_085A]



www.musco.com



STAFF REPORT

December 7, 2022
File Number 0600-10; A-3383

SUBJECT

CHANGE ORDERS FOR THE WEST 7TH AVENUE AND SOUTH BROADWAY WATER MAIN REPLACEMENT PROJECT

DEPARTMENT

Utilities Department, Construction and Engineering Division

RECOMMENDATION

Request the City Council adopt Resolution No. 2022-175, authorizing change orders to the Public Improvement Agreement with S.C. Valley Engineering, Inc., in the amount of \$478,596.00 for the West 7th Avenue and South Broadway Water Main Replacement Project (“Project”).

Staff Recommendation: Approval (Utilities: Christopher W. McKinney, Deputy City Manager/Director of Utilities)

Presenter: Angela Morrow, Deputy Director of Utilities

FISCAL ANALYSIS

Funds for the change orders are available in the Water Capital Improvement Project (“CIP”) No. 708001.

PREVIOUS ACTION

On May 13, 2020, the City Council: 1) adopted Resolution No. 2020-48, authorizing the Mayor to execute a consulting agreement with Kennedy/Jenks Consultants, Inc. in the amount of \$329,146 for the design of the Project; and 2) approved a budget adjustment in the amount of \$420,000.

On December 1, 2021, the City Council: 1) adopted Resolution No. 2021-159, authorizing the Mayor and City Clerk to execute a Public Improvement Agreement in the amount of \$2,985,960 with S.C. Valley Engineering, Inc., the lowest responsive and responsible bidder, for construction of the Project; 2) adopted Resolution No. 2021-161, authorizing the Mayor to execute a consulting agreement in the amount of \$432,610 with Ardurra Group, Inc., for construction management services for the Project; and 3) approved a budget adjustment in the amount of \$3,000,000.

BACKGROUND

The City of Escondido’s (“City”) existing water mains in West 7th Avenue and in South Broadway were constructed in the early 1950’s and need replacement. In September 2019, a portion of the existing 12-



CITY of ESCONDIDO

STAFF REPORT

inch water main failed in West 7th Avenue between Quince Street and Centre City Parkway. City crews repaired the damaged portion of the water main. This project includes the replacement of approximately 5,500 lineal feet of existing 10-inch and 12-inch cast iron water pipeline with 12-inch PVC pipeline; and the replacement of existing water services, water meters, and fire hydrants. The project is located along West 7th Avenue from Quince Street to South Broadway, and in South Broadway from West 7th Avenue to West Valley Parkway.

The following examples describe the types of conflicts, unforeseen conditions, and changes that have been encountered so far during the construction of the project.

Unmarked Utility Conflicts

The contractor encountered multiple unmarked utilities, one of which required extensive re-design efforts to the proposed pipeline in order to avoid the unmarked utility. This caused multiple construction impacts such as: the immediate need to re-mobilize labor and equipment to other work areas while the re-design was being done, adjusting the project schedule to reflect the unforeseen change, and procuring additional material to construct around the conflict.

Temporary Change to Working Hours

Direct impacts to local downtown businesses and scheduled events such as “Cruising Grand” were mitigated by performing the pipeline construction along Broadway between 2nd Avenue and West Valley Parkway during night, non-business hours. Changing this portion of the Project to night construction resulted in additional costs including: prevailing wage adjustments related to overtime for construction workers, safety constraints related to night time work, and other cost impacts for revising the previously scheduled work activities.

Alternate Pipeline Alignment

After discussions with the contractor and City staff, it was decided that portions of the proposed pipeline should be altered, or replaced in its existing alignment, in order to reduce the number of water service disruptions to the local community during construction. Therefore, additional material and installation costs will be incurred to successfully phase the work with minimal disruptions to customers.

The change orders would also provide the necessary funds to pay for any potential future changes arising from unforeseen circumstances in a timely manner, and to avoid the costly decision to stop the contractor’s progress due to insufficient funds. If any of these funds are not used, they will remain with the City.

Construction is approximately 78 percent complete. The proposed change orders would add an additional 157 calendar days to the construction contract, resulting in construction completion by February 2023.



CITY *of* ESCONDIDO

STAFF REPORT

RESOLUTIONS

- A. Resolution No. 2022-175

ATTACHMENTS

- A. Attachment "1" - W 7th Avenue and S Broadway Water Main Replacement Project Change Order

RESOLUTION NO. 2022-175

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE DEPUTY CITY MANAGER / DIRECTOR OF UTILITIES TO EXECUTE, ON BEHALF OF THE CITY, CHANGE ORDERS TO THE PUBLIC IMPROVEMENT AGREEMENT WITH S.C. VALLEY ENGINEERING, INC., FOR THE WEST 7TH AVENUE AND SOUTH BROADWAY WATER MAIN REPLACEMENT PROJECT

WHEREAS, on December 1, 2021, the City Council adopted Resolution No. 2021-159, authorizing execution of the Public Improvement Agreement for the construction of the West 7th Avenue and South Broadway Water Main Replacement Project in the amount of \$2,985,960.00; and

WHEREAS, encountering unmarked utilities and differing site conditions, there is a need for additional water main pipe and associated features to complete the Project; and

WHEREAS, it was decided to perform a portion of the pipeline construction work during the night to minimize impacts and disruptions to local downtown businesses; and

WHEREAS, the Deputy City Manager / Director of Utilities recommends authorization of change orders to the Public Improvement Agreement with S.C. Valley Engineering, Inc. in the amount of \$478,596.00, bringing the maximum total contract value to \$3,464,556.00 to complete the Project; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said change orders.

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 Mayor and City Council accept the recommendation of the Deputy City Manager / Director of Utilities.

3. That the City Council authorizes the Deputy City Manager / Director of Utilities and his or her designee to execute, on behalf of the City, change orders to the Public Improvement Agreement with S.C. Valley Engineering, Inc. in the amount of \$478,596.00.



City of Escondido
Utilities Construction Management
 1521 South Hale Avenue
 Escondido, CA 92029

**Contract
 Change
 Order
 # 5**

**Project: W. 7th Ave. & S. Broadway Water
 Main Replacement Project**

**Public Improvement Agreement No. A- 3383
 Account # 5203-556-410-708001**

**Contractor: SC Valley Engineering, Inc.
 656 Front Street
 El Cajon, CA 92020**

PO 39230

Change Order Number: 5

Description of change(s): Contract basis of change order is under Contract General Conditions Article 10.1, CHANGES IN THE WORK, using the Lump Sum pricing method (under Contract General Conditions Article 11.1).

See attached page 2 of 2 for continuation

The change is owner-requested. The agree-upon cost of this Change Order (CO) is \$314,290.64. A total of 50 calendar days are added to the contract. The CO includes all overhead and profit as related in the Contract General Conditions Article 11.3 and represents accord and satisfaction between the City of Escondido and SC Valley Engineering, Inc.

Reason for change(s):

See attached page 2 of 2 for continuation.

| Notice to Proceed: 1/18/2022 Contract Duration: 220 calendar days Original Contract: \$2,985,960.00 | Agreed Upon Lump Sum | Unit Prices | Costs Plus | Calendar Days Added | Total Revised Contract Days | Completion Date |
|--|---------------------------------|---------------------|---|------------------------------------|--|----------------------------|
| CO 01: Add 12 EA "Cut & Caps" and reduce Bid item 16 | | \$0 | | 19 | 239 | 9/14/22 |
| CO 02: Add 4 EA "Cut & Caps" and reduce Bid item 16 | | \$0 | | 12 | 251 | 9/26/22 |
| CO 03: Add 6 EA "Cut & Caps" | | \$54,000.00 | | 9 | 260 | 10/05/22 |
| CO 04: Add 7 EA "Cut & Caps"; sewer conflict at alley between 4 th and 5 th | \$47,305.36 | \$63,000.00 | | 67 | 327 | 12/11/22 |
| CO 05: Add 250 LF pipe to complete water main tie-in connections; and increase in Field Order Allowance | \$314,290.64 | | | 50 | 377 | 01/30/23 |
| Total | \$361,596.00 | \$117,000.00 | | 157 | 377 | 01/30/23 |
| | \$478,596.00 | | | | | |
| Amended Contract Amount: \$ 3,464,556.00 | | | Amended Contract Completion Date: 01/30/2023 | | | |



City of Escondido
Utilities Construction Management
 1521 South Hale Avenue
 Escondido, CA 92029

Contract
Change
Order
5

Description of Change(s):

By means of this change order, the following work is added to the W. 7th Ave. & S. Broadway Water Main Replacement Project (SBWRP):

| <u>Description</u> | <u>Increase</u> | <u>Decrease</u> | <u>Time</u> |
|---|----------------------|-----------------|--------------|
| Item No. 1: Increase in Bid Item 4, for 250 LF of additional pipe at the Unit Price of \$390/LF. | \$ 97,500 | | 50 CD |
| Item No. 2: Bid Allowance for Field Orders. | \$ 216,790.64 | | 0 CD |
| Subtotal Amounts | \$314,290.64 | | 50 CD |
| <i>Total Amount Change Orders No.1 through 5</i> | \$478,596.00 | | 50 CD |

Reason for Change(s):

Funds needed to cover:

- the additional material and installation costs needed to complete all water main lateral tie-ins due to imposed restrictions from abandoned unmarked utilities, old and insufficient as-built records, and existing deteriorated pipe material; and
- provide additional field order allowance to fund both anticipated and unforeseen changes for the SBWRP project.

The Project Team, Construction Manager, and Contractor continue negotiating all additional work to maximize efficiencies and manage costs for the overall project.

*** End of Change Order ***



STAFF REPORT

December 7, 2022
File Number 0480-70

SUBJECT

DEPARTMENT OF WATER RESOURCES GRANT APPLICATION FOR RECYCLED WATER AND WATER CONSTRUCTION PROJECTS

DEPARTMENT

Utilities Department, Construction and Engineering Division

RECOMMENDATION

Request the City Council:

1. Adopt Resolution No. 2022-180, authorizing the submittal of an application and execution of a funding agreement and any amendments thereto with the Department of Water Resources (“DWR”) for grant funding for the Hale Avenue Resource Recovery Facility (“HARRF”) Tertiary System Replacement Project.
2. Adopt Resolution No. 2022-181, authorizing submittal of an application and execution of a funding agreement and any amendments thereto with the DWR requesting grant funding for the Treated Water Interconnect Project.

Staff Recommendation: Approval (Utilities: Christopher W. McKinney, Deputy City Manager/Director of Utilities)

Presenter: Angela Morrow, Deputy Director of Utilities

FISCAL ANALYSIS

Awards from DWR’s Urban Community Drought Relief Program (“UCDRP”) can fund up to 75 percent of eligible project costs, and require a minimum non-state cost share of 25 percent of the project costs, unless the project qualifies for a waiver (for projects that provide at least 50 percent of the primary benefit to an Underrepresented Community or Tribe).

The estimated cost for the HARRF Tertiary System Replacement Project is \$20 million. Should the City receive funding from the DWR UCDRP, the potential award could provide up to \$15 million toward the design and construction of the project, plus allowable reimbursable administrative expenses.

The estimated cost for the Treated Water Interconnect Project is \$3 million. Should the City receive funding from the DWR UCDRP, the potential award could provide up to \$2,250,000 toward the design and construction of the project, plus allowable reimbursable administrative expenses.



CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

The UCDRP is one of the Department of Water Resources' Drought Relief Grant Programs that offers financial assistance to address drought impacts. The minimum award amount is \$3 million per applicant. Smaller projects may be bundled together in a single application to meet the minimum grant award requirement. Eligible project types include:

- Construction or installation of permanent connection to adjacent water systems, recycled water projects that provide immediate relief to potable water supplies, and other projects that support immediate drought response;
- Emergency water interties;
- Projects that support immediate drought response; and
- Water conservation activities, including but not limited to: education, outreach, direct installation programs, and other activities that provide reductions in water consumption or improvements to water supply reliability

The HARRF Tertiary System Replacement Project will reduce demands on the potable water system by increasing tertiary treatment capacity at the HARRF, which will supply additional recycled water for non-potable uses, including agricultural irrigation. The Project will increase the recycled water production from approximately 9 million gallons per day (mgd) to 12 mgd by constructing new tertiary sand filters, chlorine contact basins, and dechlorination system.

The Treated Water Interconnect Project will upsize and replace an existing underground potable water interconnection with the Rincon Del Diablo Municipal Water District so that the City could receive treated water during shutdowns to the San Diego County Water Authority's raw water system, or during any disruptions to the Escondido-Vista Water Treatment Plant.

The Department of Water Resources grant agreement template for the Urban Community Drought Relief Grant is included as Attachment 1 for reference.

RESOLUTIONS

- A. Resolution No. 2022-180
- B. Resolution No. 2022-181

ATTACHMENTS

- A. Attachment "1" - Department of Water Resources grant agreement template for the Urban Community Drought Relief Grant

RESOLUTION NO. 2022-180

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING SUBMISSION, ACCEPTANCE, AND EXECUTION OF THE GRANT APPLICATION AND AGREEMENT FOR THE HALE AVENUE RESOURCE RECOVERY FACILITY TERTIARY SYSTEM REPLACEMENT PROJECT

WHEREAS, the City of Escondido ("City") proposes to implement the Hale Avenue Resource Recovery Facility ("HARRF") Tertiary System Replacement Project; and

WHEREAS, the City has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, the City intends to apply for grant funding for the HARRF Tertiary System Replacement Project from the California Department of Water Resources, 2022 Urban Community Drought Relief Program.

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 pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 240, § 80) as amended (Stats. 2022, ch. 44, § 25), the City of Escondido Director of Utilities, or authorized designee, is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources, and take such other actions necessary or appropriate to obtain grant funding.
3. If the City is awarded grant funds pursuant to its application, the Mayor of Escondido, or authorized designee, is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.

4. The City of Escondido Director of Utilities, or authorized designee, is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

RESOLUTION NO. 2022-181

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING SUBMISSION, ACCEPTANCE, AND EXECUTION OF THE GRANT APPLICATION AND AGREEMENT FOR THE TREATED WATER INTERCONNECT PROJECT

WHEREAS, the City of Escondido (“City”) proposes to implement the Treated Water Interconnect Project; and

WHEREAS, the City has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, the City intends to apply for grant funding for the Treated Water Interconnect Project from the California Department of Water Resources, 2022 Urban Community Drought Relief Program.

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 pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 240, § 80) as amended (Stats. 2022, ch. 44, § 25), the City of Escondido Director of Utilities, or authorized designee, is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources, and take such other actions necessary or appropriate to obtain grant funding.
3. If the City is awarded grant funds pursuant to its application, the Mayor of Escondido , or authorized designee, is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.

4. The City of Escondido Director of Utilities, or authorized designee, is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
<GRANTEE NAME>
AGREEMENT NUMBER <SAP AGREEMENT NUMBER>
URBAN COMMUNITY DROUGHT RELIEF GRANT**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the <insert Grantee Name>, a <select appropriate descriptor and delete others: public agency, non-profit, etc.> in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) **PURPOSE.** The State shall provide funding from the Budget Act of 2021, as amended (Stats. 2022, ch. 44, § 25) to the Grantee to assist in financing the Project. By executing this Agreement, the Grantee certifies that the purpose of the Project is in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.
- 2) **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on July 1, 2022, and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by <insert the last project completion date based on schedule>, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after <insert date 3 months after the last project work is scheduled to be completed>.
- 3) **GRANT AMOUNT.** The maximum amount payable by the State under this Grant Agreement shall not exceed \$<INSERT AMOUNT>. Any additional costs are the responsibility of the Grantee.
- 4) **GRANTEE REQUIRED COST SHARE.** The Grantee is required to provide a local cost share (non-State funds) in the amount of \$<INSERT AMOUNT>, as set forth in Exhibit B (Budget). Required Cost Share must be for Eligible Project Costs directly related to the Project as set forth in Exhibit A (Work Plan), incurred after June 30, 2022.
- 5) **BASIC CONDITIONS.**
 - A. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
 - i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth of the 2022 Urban Community Drought Relief Grant Program Guidelines and Proposal Solicitation Package (2022 Guidelines).
 - ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation. The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e., reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 13, "Submission of Reports" and Exhibit A, "Work Plan".
 - iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
 1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:

- a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,
- b) Documents that satisfy the CEQA process are received by the State, and
- c) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

- iv. A monitoring plan as required by Paragraph 15, "Monitoring Plan Requirements," if applicable.
- 6) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest-bearing account and shall be used solely to pay Eligible Project Costs.
- 7) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs incurred after June 30, 2022, may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to July 1, 2022.
- B. Costs for preparing and filing a grant application.
- C. Purchase of equipment that is not an integral part of a project.
- D. Establishing a reserve fund.
- E. Purchase of water supply.
- F. Replacement of existing funding sources (e.g., bridge loans).
- G. Meals, food items, or refreshments.
- H. Payment of any punitive regulatory agency requirement, federal or state taxes.
- I. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.

- J. Overhead and Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
- K. Mitigation for environmental impacts not resulting from implementation of a project funded by this Agreement. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
- 8) **METHOD OF PAYMENT.** After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 13, "Submission of Reports." Payment will be made no more frequently than <choose one: quarterly/monthly>, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
- i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount".
 - v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorize

representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: <Insert appropriate address>.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Standard Condition Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 9) ADVANCED PAYMENT. Water Code section 13198.4(c) authorizes advanced payment by the State for grantees that demonstrate a cash flow issues. A project may receive an advanced payment of twenty-five (25) percent of its grant award; the remaining seventy-five (75) percent of the grant award will be reimbursed in arrears after the advanced funds have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:
- A. Documentation demonstrating that each LPS (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the LPS stating whether it wishes to receive the advanced payment or not.
 - B. If the Grantee is requesting the advanced payment, the request(s) shall include:
 - i. Descriptive information of each project with an update on project status
 - ii. Description and documentation of the cash flow issues the LPS has that requires funds to be advanced
 - iii. The names of the entities that will receive the funding for each project
 - iv. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
 - v. Any other information that DWR may deem necessary
 - C. Upon review and approval of the Advanced Payment Request, DWR may authorize payment of the requested amount or a lesser amount for those entities that have requested advanced funds. Based on the project's Funding Plan and other considerations, DWR may develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.
 - D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each project requesting advanced funds, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 19, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective

LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:

- i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."
 - iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.
 - iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
 2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
 3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 4. Proof of distribution of advanced funds to LPS(s), if applicable.
 - E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment."
- 10) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 11, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 11, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.
- 11) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Standard Condition Paragraph D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 12, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- A. Declare the funding be immediately repaid.
- B. Terminate any obligation to make future payments to the Grantee.
- C. Terminate the Grant Agreement.
- D. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

- 12) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2022 Guidelines to remain eligible to receive State funds:
- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 21 of the 2022 Guidelines and Proposal Solicitation Package.
 - B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2021 AWMP identified on the State's website. For more information, visit the website listed in the 2022 Guidelines and Proposal Solicitation Package.
 - C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
 - D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) as set forth in the 2022 Guidelines and Proposal Solicitation Package.
 - E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program. Alternatively, if the Grantee has submitted a Groundwater Sustainability Plan (GSP) or Alternative Plan pursuant to the GSP Regulations (Cal. Code Regs., tit. 23, § 350 et seq.), groundwater level data must be submitted through the SGMA Portal at: <https://sgma.water.ca.gov/portal/>.

- F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.
- G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
- 13) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1).
- B. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.
- C. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.
- D. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.

- 14) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 11, "Default Provisions."
- 15) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, "Project Monitoring Plan Guidance."
- 16) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
 - E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 17) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.

- B. By certified U.S. mail, return receipt requested, postage prepaid.
- C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
- D. By electronic means.
- E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

18) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

19) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

<Grantee agency/company Name>

Arthur Hinojosa
 Manager, Division of Regional Assistance
 P.O. Box 942836
 Sacramento, CA 94236
 Phone: (916) 653-4736
 Email: Arthur.Hinojosa@water.ca.gov

<Grantee Project Representative Name>
 <Title>
 <Mailing address line 1>
 <Mailing address line 2>
 Phone: (###) ###-####
 Email:

Direct all inquiries to the Project Manager:

Department of Water Resources

<Grantee agency/company Name>

<DWR Project Manager Name>
 <Title>
 <Mailing address line 1>
 <Mailing address line 2>
 Phone: (###) ###-####
 Email:

<Grantee Project Manager Name>
 <Title>
 <Mailing address line 1>
 <Mailing address line 2>
 Phone: (###) ###-####
 Email:

Either party may change its Project Representative or Project Manager upon written notice to the other party.

20) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements and Cost Share Guidelines for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications

Exhibit K – Information Needed for Escrow Processing and Closure

Exhibit L – Project Monitoring Plan Guidance

Exhibit M – Invoice Guidance for Administrative and Overhead Charges

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

<INSERT GRANTEE NAME>

Arthur Hinojosa
Manager, Division of Regional Assistance

<Grantee Project Representative Name>
<Title>

Date _____

Date _____

DRAFT

EXHIBIT A**WORK PLAN (or copy their work plan into this item)**

NOTE: These are instructions – not to be included in final agreement:

The Work Plan shall contain the following items:

- For each project, a concise description of each task needed to complete the project.
- Grant reporting tasks including the submittal of Quarterly Progress Reports, Invoices, and Final Reports.
- A Project Performance Monitoring Plan for the project(s). Project Performance Monitoring Plan requirements are discussed below.
- A discussion of the status of acquisition of land or rights-of-way. If land and/or easement acquisition is not applicable, state as such.
- A listing of all anticipated permits
- If environmental compliance efforts have not been completed, include tasks for environmental compliance. Include any environmental mitigation or enhancement actions or tasks necessary to comply with recommended mitigation measures.
- Necessary plans and specifications.

Grant Administration

IMPLEMENTING AGENCY: <GRANTEE> (Grantee)

PROJECT DESCRIPTION: The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This Grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this Agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

Budget Category (a): Project Administration

Task 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this Agreement.

Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

Deliverables:

- Quarterly Progress Reports
- Grant Completion Report

PROJECT X: <Awarded Project Name> (as an example purpose only, not specific)

IMPLEMENTING AGENCY: <Agency Name / Local Project Sponsor Name>

PROJECT DESCRIPTION: <Brief Description of work that will be done, where, and the quantitative benefits that will be provided.>

Budget Category (a): Project Administration (if applicable) Instruction: If not applicable, it should say "Not applicable"

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement (if applicable) Instruction: If not applicable, it should say "Not applicable"

Task 3: Land Purchase

Approximate area of land to be purchased or easement(s) to be acquired. {Add applicable detail }

Deliverables:

- Documentation supporting property value (if purchased)
- All relevant documentation regarding property ownership transfer or acquisition of easement including final recorded deed, title report, etc.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation Instruction: If not applicable, it should say "Not applicable"

Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process. <Add applicable detail>

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Instruction: Please use the first example if your project has not yet completed CEQA. Please include NEPA compliance in this section, if applicable.

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Or

A <NOE/MND/EIR> was filed for this project with the <enter Office of Planning and Research and/or County> in <Month Year>. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits have been acquired for this project: <Insert description>. The following permits are anticipated to be acquired for this project: <Insert description>

Deliverables:

- Permits as required

Task 7: Design

<Insert description.>

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications
- If project requires permitting from the Division of Drinking Water, Proof of 60% Design Plans and Specifications submittal to the appropriate region office of Division of Drinking Water, California State Water Resources Control Board

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 15 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.10 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid

opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.
<Add applicable detail>

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR. <Add applicable detail>

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings
- If project requires permitting from the Division of Drinking Water, Proof of Record Drawings submittal to the appropriate region office of Division of Drinking Water, California State Water Resources Control Board.

Task 11: Construction

Construction activities are outlined below.

- 11(a): Mobilization and Demobilization <Add applicable detail>
- 11(b): Site preparation will include <Add applicable detail>
- 11(c): Install, construct, excavate <Add applicable detail>
- 11(d): Improve <Add applicable detail>

Deliverables:

- Photographic Documentation of Progress

EXHIBIT B
BUDGET

[Budget Tables provide examples as an outline of the format that may be submitted for this grant program. The budget shall be consistent with the work plan and schedule.]

AGREEMENT BUDGET SUMMARY

| | PROJECTS | Grant Amount | Required Cost Share | All Other Cost* | Total Cost |
|---|----------------------|---------------------|----------------------------|------------------------|-------------------|
| | Grant Administration | \$0 | \$0 | \$0 | \$0 |
| 1 | Project 1: <Title> | \$0 | \$0 | \$0 | \$0 |
| X | Project X: <Title> | \$0 | \$0 | \$0 | \$0 |
| | GRAND TOTAL | \$0 | \$0 | \$0 | \$0 |

*List sources of All Other Cost, including other State Fund Sources.

Grant Administration

Implementing Agency:

| | BUDGET CATEGORY | Grant Amount | Required Cost Share | All Other Cost* | Total Cost |
|--------------------|------------------------|--------------|---------------------|-----------------|------------|
| (a) | Project Administration | \$0 | \$0 | \$0 | \$0 |
| TOTAL COSTS | | \$0 | \$0 | \$0 | \$0 |

NOTES:

*List sources of All Other Cost, including other State Fund Sources.

PROJECT X: <Project X Name>

Implementing Agency:

| | BUDGET CATEGORY | Grant Amount | Required Cost Share | All Other Cost* | Total Cost |
|--------------------|---|--------------|---------------------|-----------------|------------|
| (a) | Project Administration | \$0 | \$0 | \$0 | \$0 |
| (b) | Land Purchase / Easement | \$0 | \$0 | \$0 | \$0 |
| (c) | Planning / Design / Engineering / Environmental Documentation | \$0 | \$0 | \$0 | \$0 |
| (d) | Construction / Implementation | \$0 | \$0 | \$0 | \$0 |
| TOTAL COSTS | | \$0 | \$0 | \$0 | \$0 |

NOTES:

* List sources of All Other Cost, including other State Fund Sources.

EXHIBIT C
SCHEDULE

Project Schedule Table is an example that provides an outline of the format for a schedule that may be submitted for this grant program. The schedule must be consistent with the work plan and budget.

Grant Administration

| | BUDGET CATEGORY | Start Date | End Date |
|---|------------------------|-------------------|-----------------|
| a | Project Administration | MM/DD/YYYY | MM/DD/YYYY |

PROJECT X: <Project X Name>

| | BUDGET CATEGORY | Start Date | End Date |
|---|---|-------------------|-----------------|
| a | Project Administration | MM/DD/YYYY | MM/DD/YYYY |
| b | Land Purchase / Easement | MM/DD/YYYY | MM/DD/YYYY |
| c | Planning / Design / Engineering / Environmental Documentation | MM/DD/YYYY | MM/DD/YYYY |
| d | Construction / Implementation | MM/DD/YYYY | MM/DD/YYYY |

<Add footnote if needed to explain any overlap of construction with Category c or d>

EXHIBIT D
STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- A. **Separate Accounting of Funding Disbursements:** Grantee shall account for the money disbursed pursuant to this Funding Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Funding Agreement shall be deposited in a non-interest-bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Funding Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Funding Agreement, whichever comes first.

D.2. **ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Budget Act of 2021 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. **AMENDMENT:** This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. **AMERICANS WITH DISABILITIES ACT:** By signing this Funding Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. **AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 11 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Funding Agreement and Grantee shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to State, or offer a Funding Agreement amendment to Grantee to reflect the reduced amount.
- D.7. **CEQA:** Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10.
- D.8. **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10. **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and

are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.

- D.11. **COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.12. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
- D. **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14. **DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Funding Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited

and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.

- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
- i. The dangers of drug abuse in the workplace,
 - ii. Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
- i. Will receive a copy of Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.
- D.16. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property using State funds provided through this Funding Agreement, an appropriate easement or other title restriction providing for floodplain preservation and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement or other title restriction acceptable to the State may result in termination of this Agreement.

- D.17. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Funding Agreement.
- D.18. **GRANTEE'S RESPONSIBILITIES:** Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
 - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - C. Comply with all applicable California, federal, and local laws and regulations.
 - D. Implement the Project in accordance with applicable provisions of the law.
 - E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
 - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.

- G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.19. GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.20. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.21. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.22. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.23. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- D.24. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.25. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for

non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

- D.26. **NONDISCRIMINATION:** During the performance of this Funding Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, gender identity, and denial of medial and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.
- D.27. **OPINIONS AND DETERMINATIONS:** Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.28. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Civ. Code, § 9550, et seq.; Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.29. **PRIORITY HIRING CONSIDERATIONS:** If this Funding Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.30. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.31. **PROJECT ACCESS:** The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.32. **REMAINING BALANCE:** In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.

- D.33. **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.34. **RETENTION:** The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- D.35. **RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.36. **SEVERABILITY:** Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.37. **SUSPENSION OF PAYMENTS:** This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
 - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.38. **SUCCESSORS AND ASSIGNS:** This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.39. **TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.40. **TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 11, the State may terminate this Funding Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 11.
- D.41. **TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.42. **TRAVEL:** Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Funding Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources for excluded employees. These rates may be found at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

- D.43. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.44. TIMELINESS: Time is of the essence in this Funding Agreement.
- D.45. UNION ORGANIZING: Grantee, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Grantee, by signing this Funding Agreement, hereby certifies that:
- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
 - B. Grantee shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
 - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.46. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.47. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTION

In addition to the various legal requirements and naming of a designated representative, the resolution should address the applicant's consent to the use of e-signatures.

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EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Budget projections for grant share for the next two quarters
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source
 - Report number
- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)

- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

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EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

If applicable, groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

EXHIBIT H**STATE AUDIT DOCUMENT REQUIREMENTS
AND COST SHARE REQUIREMENTS FOR THE GRANTEE**

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document RequirementsInternal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

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EXHIBIT I**LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS**

The Grantee has assigned, for each project, a Local Project Sponsor (LPS). LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

Local Project Sponsor Agency Designation

Sponsored Project: Project 1: <Title>

Sponsor Agency:

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Local Project Sponsor Agency Designation

Sponsored Project: Project 2: <Title>

Sponsor Agency:

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

EXHIBIT J**APPRAISAL SPECIFICATIONS**

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. This information should be submitted at least 90 days prior to a reimbursement request to account for review time. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and

encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
 - a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
 - b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.

- c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.
27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.
32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.
34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:
 - a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
 - b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

EXHIBIT K**INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE**

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

EXHIBIT L

PROJECT MONITORING PLAN GUIDANCE

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

EXHIBIT M**INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES**

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
 - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
 - Generic markup
 - Tuition
 - Conference fees
 - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.



STAFF REPORT

December 7, 2022
File Number 0740-30

SUBJECT

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ESCONDIDO AND THE ESCONDIDO POLICE OFFICERS' ASSOCIATION – SWORN PERSONNEL BARGAINING UNIT

DEPARTMENT

Human Resources Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2022-184, approving a one-year extension to the Memorandum of Understanding (“MOU”) between the City of Escondido (“City”) and the Escondido Police Officers’ Association - Sworn Personnel Bargaining Unit (“Association”), commencing January 1, 2023 through December 31, 2023 and a budget adjustment of \$279,300 to account for the increased contract costs in FY2022/23.

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

Presenter: Jessica Perpetua, Director of Human Resources

FISCAL ANALYSIS

The total cost of the one-year contract is approximately \$558,600. The financial impact to the General Fund for Fiscal Year 2022/23 is \$279,300.

PREVIOUS ACTION

On January 27, 2021, the City Council voted to adopt the MOU between the Association and the City of Escondido, for a two-year term that will expire on December 31, 2022.

BACKGROUND

On November 16, 2022, the City Council provided policy and negotiating authority to the City Manager in closed session. Thereafter, both City staff and Association representatives met quickly and efficiently to reach terms of an agreement. Both parties understand the importance of maintaining good labor relationships to serve the community.

The one-year extension provides a 2.3% across-the-board salary increase for police officers and a 3.6% across-the-board increase for police sergeants. In order to address non-competitive entry level starting



CITY *of* ESCONDIDO

STAFF REPORT

salaries the proposed agreement also removes the bottom two steps from the old salary schedule and adds two steps to the new salary schedule. The proposed agreement also updates medical and dental contribution rates for 2023 and addresses the need to continue to meet and confer regarding potential changes that could result from the implementation of the enterprise resource planning software. On November 28, 2022, members of the Association voted in support of the terms and conditions of this agreement. Likewise, City staff recommends approval.

Attachment 1 is the proposed budget adjustment.

Attachment 2 provides a strike through version of the agreed upon changes to the MOU during the one-year contract extension.

RESOLUTIONS

- a. Resolution No. 2022-184
- b. Resolution No. 2022-184 – Exhibit “A”
- c. Resolution No. 2022-184 – Exhibit “B”

ATTACHMENTS

- a. Attachment “1” – Budget Adjustment
- b. Attachment “2” – Proposed MOU Changes Strikethrough

RESOLUTION NO. 2022-184

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING A ONE-YEAR EXTENSION TO THE MEMORANDUM OF UNDERSTANDING BETWEEN REPRESENTATIVES OF THE ESCONDIDO POLICE OFFICERS' ASSOCIATION – SWORN PERSONNEL AND THE CITY OF ESCONDIDO

WHEREAS on January 27, 2021, the Escondido City Council adopted Resolution No. 2021-21, to complete a Memorandum of Understanding between the Escondido Police Officers' Association – Sworn Personnel ("Association") and the City of Escondido ("City") for the period of January 1, 2021 and December 31, 2022 ("MOU"); and

WHEREAS, negotiating teams from the City and the Association have been duly appointed and have met and conferred in good faith to address matters affecting both parties including wages, hours, and other terms and conditions of employment; and

WHEREAS, the City and the Association agree the MOU promotes the continuation of the harmonious relationship between the City and the Association and at this time a one-year extension to the MOU is in the best interest of the City and the Association; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve a one-year extension to the MOU that will provide salary and step increases, update medical and dental contribution rates and recognizes the need to meet and confer with regard to the proposed Enterprise Resource Planning System and to better align the MOU with current practices.

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 to implement the salary changes, MOU Article 2, Salaries and Compensation, Section 2.02, Salary, is repealed and replaced as provided in Resolution No. 2022-184 Exhibit "A", which includes the repeal and replacement of MOU Exhibit B, Salary Ranges Effective January 2023, and is incorporated herein.

3. That to implement 2023 medical and dental rates, Resolution No. 2022-184 Exhibit "B", Sworn Police 2023 Benefit Summary, is added as MOU Exhibit C, and is incorporated herein, and references to previous medical coverage and dental insurance rates found in Article 4 Benefit Package are deleted.

4. That the City Council authorizes the City's negotiating team to execute the one-year extension to the MOU with a new term from January 1, 2023 through December 31, 2023.

5. That the City Manager is authorized to execute a budget adjustment request to implement the proposed salary increases.

Memorandum of Understanding between Escondido Police Officers' Association - Sworn Personnel and
the City of Escondido

Article 2, Salaries and Compensation

Section 2.02 Salary

- a. Police Officers will receive a 2.3 % across the board salary increase, implemented on January 8, 2023, the first day of first full pay period of the contract year.
- b. Police Sergeants will receive a 3.6% across the board salary increase, implemented on January 8, 2023, the first day of first full pay period of the contract year.
- c. Exhibit B, Salary Schedule, contains the Escondido Police Officers' Association Sworn Bargaining Unit Salary Ranges effective January 2023.
- d. Effective July 1, 1998, a Step 7 was added to the Police Officer salary table, maintaining the 5 percent (5%) differential for Step 6. Police Officers will become eligible for Step 7 on the beginning of the pay period closest to their 10th anniversary in the position of Police Officer with the City of Escondido and shall have one year of service in Step 6.
- e. At the discretion of the Chief of Police, lateral police officers, upon appointment to the position of Police Officer and commensurate with their law enforcement experience, may receive up to five years longevity credit to be applied to the 10-year experience requirement for Step 7. Lateral police officers will become eligible for Step 7 on the beginning of the pay period closest to attaining the 10-year experience requirement (service with the City of Escondido.) The additional longevity, as may be granted by the Chief of Police, applies to no other benefits offered within this MOU
- f. Salary is based on 2,080 hours a year.
- g. CalPERS reporting of special compensation:

In accordance with CalPERS reporting requirements, special compensation will be reported to CalPERS separately from an employee's hourly base rate of pay.
- h. Exhibit B, Salary Ranges Effective January 2023 provides the new steps after removal of the bottom two steps and the addition of two new steps at the top of the salary schedule. Seven steps remain for Police Officers and six steps for Police Sergeants. A five (5) percent difference in steps will remain. Incumbents in Step 1, Step 2, or Step 3 in 2022, will move to the new Step 1 in Exhibit B. All incumbents will be placed at the closest new step that corresponds to their current base rate of pay, without a decrease. All incumbents will then proceed through the step system on their regularly scheduled step advancement date.
- i. Following implementation of the new salary schedule, employees will be eligible for a step increase on their next regularly scheduled step advancement date. However, after regularly scheduled step advancement, all subsequent steps shall require one year of service in a step before advancement. The City will no longer provide step advancement after six months in Steps 1 or 2.

EXHIBIT B

Escondido Police Officers' Association
Sworn Bargaining Unit
Salary Ranges
Effective January 2023
Union Code: POL

| Classification | Police Officer | Police Sergeant |
|----------------|----------------|-----------------|
| Step 1 | 7,474 | 9,915 |
| Step 2 | 7,848 | 10,411 |
| Step 3 | 8,240 | 10,931 |
| Step 4 | 8,652 | 11,478 |
| Step 5 | 9,085 | 12,052 |
| Step 6 | 9,539 | 12,654 |
| Step 7 | 10,016 | |

SWORN POLICE

2023 BENEFIT SUMMARY

| Benefit/Provider | | Monthly Contributions | |
|---|---|-----------------------|---|
| | Coverage Level | City Pays | Employee Pays |
| Kaiser HMO | Employee Only | \$525.96 | \$105.06 |
| | Employee + 1 | \$1,051.92 | \$210.10 |
| | Family | \$1,485.40 | \$300.34 |
| Kaiser HDHP w/HSA Note: The City will contribute to an employee's HSA: \$750 for Employee Only coverage; \$1,500 for Employee + 1 or Family coverage | Employee Only | \$434.66 | \$77.92 |
| | Employee + 1 | \$869.28 | \$155.84 |
| | Family | \$1,227.14 | \$223.32 |
| Delta Preferred PPO | Employee Only | \$39.30 | \$0.00 |
| | Employee + 1 | \$37.94 | \$39.38 |
| | Family | \$36.54 | \$96.04 |
| DeltaCare DMO | Employee Only | \$22.16 | \$0.64 |
| | Employee + 1 | \$22.16 | \$18.70 |
| | Family | \$22.16 | \$38.34 |
| Anthem BlueView Vision | Employee Only | n/a | \$7.11 |
| | Employee + 1 | n/a | \$12.72 |
| | Family | n/a | \$21.08 |
| Critical Illness (The Hartford) | Employee Only | n/a | Rates vary based on age and coverage-See Benefits |
| | Employee + Spouse | n/a | |
| | One Parent Family | n/a | |
| | Two Parent Family | n/a | |
| Accident –Low Plan (The Hartford) | Employee Only | n/a | \$5.20 |
| | Employee + Spouse | n/a | \$8.18 |
| | Employee + Children | n/a | \$8.55 |
| | Two Parent Family | n/a | \$13.51 |
| Accident – High Plan (The Hartford) | Employee Only | n/a | \$8.09 |
| | Employee + Spouse | n/a | \$12.74 |
| | Employee + Children | n/a | \$13.46 |
| | Two Parent Family | n/a | \$21.19 |
| Hospital Indemnity Plan (The Hartford) | Employee Only | n/a | Rates vary based on age and coverage |
| | Employee + Spouse | n/a | |
| | One Parent Family | n/a | |
| | Two Parent Family | n/a | |
| ARAG – Legal Plan | Plan Membership | n/a | \$24.25 |
| Supplemental Life Insurance (The Hartford) | Age rated coverage for self, spouse and children | n/a | Rates vary based on coverage |
| Group Life Insurance (The Hartford) | Basic Life and AD&D: \$50,000 Dependent Life: \$1,000 | City pays full cost | No cost to employee |
| Section 125 Pre-tax Premiums, Medical and Dependent Care Flexible Spending Accounts | Provider: TRI-AD Employee may set aside tax-free FSA \$ Annual minimum (both FSAs): \$240 Medical FSA annual max: \$2,850 Dependent FSA annual max: \$5,000 | | |

SWORN POLICE

2023 BENEFIT SUMMARY

| Benefit/Provider | Description |
|--|---|
| Long Term Disability | Peace Officers Research Association of California (PORAC) |
| Retirement Plan (CalPERS Defined Benefit Plan) | Employee and Employer share the cost Tier 1 Classic: 3% @ 50 Employee contribution rate = 12% 1 Year Average Tier 2 Classic: 2% @ 50 Employee contribution rate = 12% 3 Year Average Tier 3 PEPR: 2.7% @ 57 Employee contribution rate = 13% 3 Year Average |
| 401 (k), 457 and Payroll Roth IRA Plans (MissionSquare Retirement) | Employee contributions to plans are optional |
| Health Insurance Waiver Rebate | \$75 per month for waiving at least one level of health insurance |
| Holidays | 10 per year Plus, an additional 4 hours credited each October |
| Sick Leave Accrual | 8 hours per month, no maximum accrual |
| Annual Vacation Accrual | Years of Service 1 to 5 102 hours 5 to 10 144.5 hours 10 to 15 187 hours 15+ 229.5 hours Max Accrual: 2 ½ years |
| Work-Life Benefits | Employee Assistance Program (EAP) – counseling services The Hartford – Travel Assistance & Identity Theft Program 529 College Savings Plan |
| Employee Discounts | Gym Membership Dell Computers Apple Products AT&T, T-Mobile and Verizon Cellphones Working Advantage Program – entertainment discounts Fun Express – entertainment discounts Education Discounts: National University, Grand Canyon University and Waldorf University |

PROPOSED MOU CHANGES STRIKETHROUGH

Memorandum of Understanding between Escondido Police Officers' Association –
Sworn Personnel and the City of Escondido

Article 2 Salaries and Compensation

Section 2.02 Salary

- a. Police Officers will receive a 2.3 % across the board salary increase, implemented on January 8, 2023, the first day of first full pay period of the contract year.
- b. Police Sergeants will receive a 3.6% across the board salary increase, implemented on January 8, 2023, the first day of first full pay period of the contract year.
- c. Exhibit B contains the Escondido Police Officers' Association Sworn Bargaining Unit Salary Ranges Effective January 2023.
- d. Effective July 1, 1998, a Step 7 was added to the Police Officer salary table, maintaining the 5 percent (5%) differential for Step 6. Police Officers will become eligible for Step 7 on the beginning of the pay period closest to their 10th anniversary in the position of Police Officer with the City of Escondido and shall have one year of service in Step 6.
- e. At the discretion of the Chief of Police, lateral police officers, upon appointment to the position of Police Officer and commensurate with their law enforcement experience, may receive up to five years longevity credit to be applied to the 10-year experience requirement for Step 7. Lateral police officers will become eligible for Step 7 on the beginning of the pay period closest to attaining the 10-year experience requirement (service with the City of Escondido.) The additional longevity, as may be granted by the Chief of Police, applies to no other benefits offered within this MOU
- f. Salary is based on 2,080 hours a year.
- g. CalPERS reporting of special compensation:

In accordance with CalPERS reporting requirements, special compensation will be reported to CalPERS separately from an employee's hourly base rate of pay.

- h. Exhibit B, Salary Ranges Effective January 2023 provides the new steps after removal of the bottom two steps and the addition of two new steps at the top of the salary schedule. Seven steps remain for Police Officers and six steps for Police Sergeants. A five (5) percent difference in steps will remain. Incumbents in Step 1, Step 2, or Step 3 in 2022, will move to the new Step 1 in Exhibit B. All incumbents will be placed at the closest new step that corresponds to their current base rate of pay, without a decrease. All incumbents will then proceed through the step system on their regularly scheduled step advancement date.

i. Following implementation of the new salary schedule, employees will be eligible for a step increase on their next regularly scheduled step advancement date. However, after regularly scheduled step advancement, all subsequent steps shall require one year of service in a step before advancement. The City will no longer provide step advancement after six months in Steps 1 or 2.

ARTICLE 4 BENEFIT PACKAGE

Section 4.01 Health Insurance

- I. It is agreed that during the term of this Memorandum of Understanding, the Association and City agree to delegate to the Health Insurance Committee (HIC), subject to the ultimate authority and decision of the City Council which may overrule any decision and shall not be bound by any recommendation of the HIC, the authority to manage the City's Health Benefits Program.

Membership on the HIC, as established in Rule 19 of the Personnel Rules and Regulations, be as follows:

Each bargaining unit with at least twenty-five (25) or more eligible employees shall have one representative on the HIC committee. The City's unclassified group shall provide a number of representatives equal to the total number of representatives provided by all bargaining units.

- II. Medical coverage provided by the City will continue to be the lowest cost HMO medical plan as recommended by the Health Insurance Committee and approved by the City Council, and

Beginning January 1, 2019, and thereafter, any medical insurance premium increases will be shared equally by the City and the employee for the lowest cost HMO medical.

Current medical coverage rates are provided in Exhibit C, Sworn Police 2023 Benefit Summary.

The proportional percentage change in premium each year for the base level of coverage (e.g. Kaiser) after changes in Plan Design by the HIC shall be represented in employee premium participation. (The following participation amounts shall be amended as soon as is reasonably possible.)

The City reserves the right to document, to the City's satisfaction, the status of each employee.

In the event that a majority of the Health Insurance Committee ("HIC") recommends to the City Council changes in the Health Benefit Plans that either provide the same level of benefit coverage for less cost or greater level of benefit coverage for the same or similar costs, the City will meet and confer with the Bargaining Unit as to implementation of the economic impact of the proposed changes.

- III. The City and the Association agree to a plan to generate cost savings for health insurance premiums in cases where employees are eligible for coverage under an alternate health insurance plan. Employees may waive a level of insurance coverage for themselves and/or their eligible dependents if they are covered under an alternate health insurance plan. If an employee waives insurance coverage at any level, savings result. To recognize the savings, the City and bargaining unit agree to rebate to the employee the amount of \$75.00 per month.

Proof of alternate health coverage is required by completing the enrollment/waiver form. Employees will be allowed to enroll during open enrollment or other times during the year as allowed by state/federal law.

Employees who are married or in a state-registered domestic partner relationship with another City employee will receive one (1) \$75.00 rebate. The spouse/domestic partner who is waiving coverage will receive the rebate. If the spouse/domestic partner is a non-sworn police employee and receives \$600.00 flex dollars, neither the employee nor their spouse/domestic partner is eligible for the \$75.00 rebate.

Employees will make contributions to health insurance coverage based on the insurance carrier selected.

Section 4.02 Dental Insurance

Beginning January 1, 2019 and thereafter, dental insurance premium increases, for employee only coverage, will be shared equally by the City and the employee.

Current medical coverage rates are provided in Exhibit C, Sworn Police 2023 Benefit Summary.



STAFF REPORT

December 7, 2022
File Number 0740-30

SUBJECT

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ESCONDIDO AND THE ESCONDIDO FIREFIGHTERS' ASSOCIATION – SAFETY AND NON-SAFETY PERSONNEL BARGAINING UNIT

DEPARTMENT

Human Resources Department

RECOMMENDATION

Request the City Council Approve Resolution No. 2022-185, approving the execution of a one-year contract extension to the Memorandum of Understanding (“MOU”) between the Escondido Firefighters’ Association – Safety and Non-Safety Bargaining Unit (“Association”) and the City of Escondido (“City”), commencing January 1, 2023 through December 31, 2023.

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

Presenter: Jessica Perpetua, Director of Human Resources

FISCAL ANALYSIS

The total cost of the one-year contract is approximately \$325,530. The financial impact to the General Fund for Fiscal Year 2022/23 is \$162,760. The Resolution authorizes the budget adjustment.

PREVIOUS ACTION

On January 27, 2021, the City Council voted to adopt the MOU between the Association and the City, for a two-year term that will expire on December 31, 2022.

BACKGROUND

On November 30, 2022, the City Council provided policy and negotiating authority to the City Manager in closed session. Thereafter, both City staff and Association representatives met quickly and efficiently to reach terms of an agreement. Both parties understand the importance of maintaining good labor relationships to serve the community.

The one-year extension provides a 2.5% across-the-board salary increase for all classifications within the Association. In order to address non-competitive entry level starting salaries the proposed agreement also removes the bottom three steps of the old salary schedule and adds three steps to the new salary



CITY of ESCONDIDO

STAFF REPORT

schedule. The proposed agreement also updates medical and dental contribution rates for 2023, authorizes mentor/preceptor pay for Emergency Medical Technician training, addresses disbursement of holiday-in-lieu pay, updates tuition reimbursement time frame requirements, removes service time requirements for certification and incentive pay, and addresses the need to continue to meet and confer regarding potential changes that could result from the implementation of the enterprise resource planning software. On December 1, 2022, members of the Association voted in support of the terms and conditions of this agreement. Likewise, City staff recommends approval.

Attachment 1 is the proposed budget adjustment.

Attachment 2 provides a strike through version of the agreed upon changes to the MOU during the one-year contract extension.

RESOLUTIONS

- a. Resolution No. 2022-185
- b. Resolution No. 2022-185 – Exhibit “A”
- c. Resolution No. 2022-185 – Exhibit “B”

ATTACHMENTS

- a. Attachment “1” – Budget Adjustment
- b. Attachment “2” – Proposed MOU Changes Strikethrough

RESOLUTION NO. 2022-185

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING A ONE-YEAR EXTENSION TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE ESCONDIDO FIREFIGHTERS' ASSOCIATION – SAFETY AND NON-SAFETY PERSONNEL AND THE CITY OF ESCONDIDO

WHEREAS, on January 27, 2021, the Escondido City Council adopted Resolution No. 2021-13, to complete a Memorandum of Understanding between the Escondido Firefighters' Association – Safety and Non-Safety Personnel ("Association") and the City of Escondido ("City") for the period of January 1, 2021 through December 31, 2022 ("MOU"); and

WHEREAS, negotiating teams from the City and the Association have been duly appointed and have met and conferred in good faith to address matters affecting both parties including wages, hours, and other terms and conditions of employment; and

WHEREAS, the City and the Association agree the MOU promotes the continuation of the harmonious relationship between the City and the Association and at this time a one-year extension to the MOU is in the best interest of the City and the Association; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve a one-year extension to the MOU that will provide salary and step increases, authorize mentor and preceptor pay for Emergency Medical Technician training, update medical and dental contribution rates, disburses holiday-in-lieu pay over 26 pay periods, recognizes the need to meet and confer with regard to the proposed Enterprise Resource Planning System, and to better align the MOU with current practices, updates tuition reimbursement time frame requirements, and removes service time requirements for certification and incentive pay.

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 MOU Article IX, Wages and Classifications, Paragraphs 2, 3, 6, 7, and 9, are repealed and replaced as provided in Resolution No. 2022-185 Exhibit "A", which includes the repeal and replacement of MOU Exhibit A, Salary Ranges January 2023, and is incorporated herein.
3. That MOU Article XIX, Holidays, is repealed and replaced as provided in Resolution No. 2022-185 Exhibit A.
4. That MOU Article XXVII, Tuition Reimbursement, Paragraph 1, is repealed and replaced as provided in Exhibit A.
5. That MOU Article XXVIII, Certification and Education Incentive Pay is repealed and replaced as provided in Exhibit A.
6. That MOU Article XXXII, MOU Reopeners, is repealed and replaced as provided in Exhibit A.
7. That Resolution No. 2022-185 Exhibit "B", Safety Fire 2023 Benefit Summary and Non-Safety Fire 2023 Benefit Summary, is added as MOU Exhibit B and is incorporated herein, and references to previous medical coverage and dental insurance rates found in Article XI Employee Benefit Programs, Paragraph 3.D.1., Healthcare Premiums and Employee Participation, and Paragraph 6, Dental Plan, are deleted.

8. That the City Council authorizes the City's negotiating team to execute the one-year extension to the MOU with a new term from January 1, 2023 through December 31, 2023.

9. That the City Manager is authorized to execute a budget adjustment request to implement the proposed salary increases.

Memorandum of Understanding between Representatives of the Escondido Firefighters' Association - Safety Personnel – Non-Safety Personnel and the City of Escondido

ARTICLE IX

WAGES AND CLASSIFICATIONS

2. a. All classifications will receive a 2.5 % across-the-board salary increase.
- b. The following comparable cities/organization were used during contract negotiations: Carlsbad, Chula Vista, Encinitas, Murrieta, Oceanside, Orange County Fire, Poway, San Diego, San Marcos, and Vista.
3. Salary Schedule:
 - a. The salary schedule effective for the term of this agreement is depicted on "Exhibit A."
 - b. Exhibit A, Salary Ranges January 2023 provides the new steps after removal of the bottom three steps and the addition of three new steps at the top of the salary schedule. Seven steps remain for Safety Personnel and five steps for Non-Safety Paramedics. A five (5) percent difference in steps will remain. Incumbents in Step 1, Step 2, Step 3 or Step 4 in 2022, will move to the new Step 1 in Exhibit A. All incumbents will be placed at the closest new step that corresponds to their current base rate of pay, without a decrease. All incumbents will then proceed through the step system on their regularly scheduled step advancement date.
 - c. Following implementation of the new 2023 salary schedule, employees will be eligible for a step increase on their next regularly scheduled step advancement date. However, after their next regularly scheduled step advancement date, all subsequent steps shall require one year of service before advancement. The City will no longer provide advancement from Step 1 or Step 2 after six months.

6. In the event an employee is promoted to a higher pay classification, their pay in the new class will be a minimum of five percent (5%) above their current pay; that is, they will be placed at a regular pay step in the new class which is a minimum of five percent (5%) above their current pay. For the purpose of merit increases, the appropriate time in grade shall be the regular time in grade for the new pay step, which is one year for all steps.

7. Mentor/Preceptor Pay:

Mentors and Preceptors in the paramedic program shall be paid "Mentor Pay" or "Preceptor Pay" for each Firefighter/Paramedic or Non-Safety Paramedic trainee assigned to the Mentors or Preceptors as approved and required by the City, upon completion of the training assignment. The Fire Chief shall determine satisfactory completion of the training assignment.

"Mentor or Preceptor Pay" to mentor/preceptor a Firefighter/Paramedic is One Thousand dollars (\$1,000.00) or Five Hundred dollars (\$500.00) to mentor/preceptor a Non-Safety Paramedic or an Emergency Medical Technician.

9. Longevity Compensation:

In an effort to retain employees that are trained and qualified within the Escondido Fire Department, the following longevity compensation schedule will be implemented for Safety employees:

Five years' service:

Employees achieving their fifth anniversary of total service with the City of Escondido Fire Department will receive a stipend of \$1,000 payable on the first pay period beginning after their service anniversary. Such stipend will be paid annually after achieving the anniversary,

and will be paid only to employees achieving an overall satisfactory performance rating in the previous evaluation period. Additionally, the stipend will be considered as part of total compensation comparison with other fire agencies.

Ten years' service:

Employees achieving their tenth anniversary of total service with the Escondido Fire Department, and shall have one year of service in Step 6, will be placed on the seven-step salary schedule and will be advanced to the next step on their salary schedule. They will continue progressing within the salary range according to the Personnel Rules for salary progression.

EXHIBIT A

Salary Ranges January 2023

Safety Personnel

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|----------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| FF/Paramedic | 7,212 | 7,573 | 7,952 | 8,350 | 8,767 | 9,205 | 9,666 |
| Fire Engineer | 7,573 | 7,952 | 8,350 | 8,767 | 9,205 | 9,665 | 10,149 |
| Fire Captain | 8,889 | 9,333 | 9,800 | 10,290 | 10,804 | 11,345 | 11,912 |

Non- Safety Personnel

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|------------------|---------------|---------------|---------------|---------------|---------------|
| Paramedic | 4,911 | 5,157 | 5,415 | 5,685 | 5,970 |

ARTICLE XIX

HOLIDAYS

1. Holidays: Every regular, regular part-time and every probationary employee in the Personnel System, except members of the Fire Department who are required to be on duty for a twenty-four (24) hour shift, shall not be required to be on duty on holidays unless the employee's services are needed and required in the interests of the public health, safety or general welfare, in which later event, any such employee shall be entitled to an in lieu holiday or overtime pay, in accordance with these rules.

Safety and Non-Safety members of the Fire Department shall be credited for holidays as follows:

- A. Eleven and one-half (11.5) hours of Holiday time shall be credited to each Safety and Non-Safety employee's account on a monthly basis. This includes Personnel who are temporarily assigned to a 40-hour training schedule.
- B. Holiday hours will be compensated on a straight time basis.
- C. Employees who terminate shall be paid in a lump sum for all accrued holiday time earned prior to the effective date of termination.

ARTICLE XXXII

MOU REOPENERS

Peoplesoft Transition/MOU Alignment & Reorganization

1. The City will continue efforts to replace its legacy payroll, benefits and financial management system, PeopleSoft, during the term of this MOU in order to comply with federal and state law obligations.
2. The City and Association recognize that many aspects of current payroll practice and benefit management procedures will be updated as the City attempts to simplify payroll practices to modernize and to ensure compliance with federal and state laws and this MOU. As the transition occurs, the City will make every effort to ensure that potential changes to any payroll procedures will not have a negative impact on employee compensation. The City will notify the Association of all planned changes.
3. A workweek may begin on any day of the week and at any hour of the day established by the employer. Generally, for purposes of minimum wage and overtime calculations, each workweek stands alone.
4. The City will offer to meet and confer whenever the City learns that implementation of a new payroll system may impact the terms and conditions of employment or compensation.
5. The City and Association agree to explore options to place Emergency Medicine Technicians in a bargaining unit.
6. In support to the City's efforts to procure a replacement to its current payroll, finance, and benefits management software, PeopleSoft, and to align its labor relations regulations, personnel rules and memorandums of understanding, the City may, by giving seven (7) calendar days' notice, shall have the right to reopen this MOU to negotiate and terms and conditions of employment.

ARTICLE XXVII

TUITION REIMBURSEMENT

1. Within budgetary limitations, and subject to the criteria and limitations listed below, the City will reimburse tuition and related expenses up to 100% of the normal tuition fees of the **accredited college or university system** in an amount up to seven hundred fifty dollars (\$750) semiannually or one thousand five hundred dollars (\$1,500) per fiscal year.

A maximum of \$15,000 will be allotted annually for the use of tuition reimbursement for all FFA members (safety and non-safety employees), as outlined within this Article. For the term of the **2021-2022** MOU only, FFA members will be allowed an opportunity to exceed the \$1,500 fiscal year cap per employee, to a maximum of \$3,000 per fiscal year. The opportunity to exceed the original cap of \$1,500 can occur through the contract term.

ARTICLE XXVIII

CERTIFICATION AND EDUCATION INCENTIVE PAY

The following is a list of certifications or degrees that qualify Safety Personnel for Certification and Incentive Pay:

The required classes and details of each certification will be described in the appropriate policy in the Administrative Operations Manual (AOM) 705.00. The City and Association mutually agree to discuss possible changes to the required classes as changes occur in the curriculum.

Certification Pay:

Paramedic Certification Pay:.....2.5% of base pay per month

Maintain San Diego County Paramedic License.

Engineers and Captains only (current annual Paramedic Certification pay of \$450.00 dollars is eliminated for these qualified classifications; Article IX, Section 5).

Technical Rescue Certification:1.0% of base pay per month

Complete five rescue classes outlined in the AOM 705.00.

Certification in this category must be current with renewal occurring as required by the State Fire Marshall. All represented classifications are eligible to qualify.

Wildland Certification:1.0% base pay per month

Complete four wildland classes outlined in the AOM 705.00.

Certification in this category must be current with renewal occurring as required by the State Fire Marshall or the national Wildfire Coordinating Group (NWCG). All represented classifications are eligible to qualify.

Acting Engineer Certification: 1.0% base pay per month

Complete two classes as outlined in the AOM 705.00 and complete the Acting Engineer Taskbook.

Firefighter/Paramedic is the only eligible classification. Engineers will be eligible for this pay up to 12 months after promotion to Engineer or upon completion of the Acting Captain Certification, whichever occurs first.

Acting Captain Certification: 1.0% base pay per month

Complete CSFM Fire Officer Certification or Company Officer coursework as outlined in the AOM 705.00.

Firefighter/Paramedic and Engineer are the only eligible classifications. Captains will be eligible for this pay up to 12 months after promotion to Captain *or upon completion of the Acting Battalion Chief Certification, whichever occurs first.*

Acting Battalion Chief Certification (Captains only): 1.0% base pay per month

Complete the Acting Battalion Chief Taskbook and have an Associate's Degree or a Bachelor's Degree in Fire Science, Business Administration, Management, Public Administration, or other related course study. (Note: The Bachelor's Degree requirement can be met with an educational plan approved by the Fire Chief.)

Fire Captain is the only eligible classification.

Educational Incentive Pay:

Associates Degree:.....2.0% of base pay per month

Bachelor's Degree:.....4.0% of base pay per month

Certification and Incentive Pay Criteria:

1. Reserved.
2. Reserved.
3. Fire Administration will notify Human Resources of the certifications and qualifications upon successful completion of requirements.
4. Employees are responsible for supplying all transcripts or certificates to verify course completion. All courses must have a "C" grade or better to qualify.
5. Coursework submitted for educational incentive pay must be obtained from a school accredited by the Western Association of Schools and Colleges or equivalent, or approved by the Council for private post-secondary education.
6. Certification Pay is capped at 5.5% of base pay per month. Does not include Education Pay.
7. Certification and incentive pay shall be reported to CalPERS as "special compensation." In accordance with CalPERS reporting requirements, special compensation will be reported separately from an employee's hourly base rate of pay.
8. Employees promoting to a new classification shall not carry forward certification pay uniquely attributable to the subordinate classification and shall only receive certification pay that is attributable to their new classification. Employees will be granted a 12-month

transition period to achieve the certification that may be applicable to qualify for the next certification level in the series.

SAFETY FIRE

2023 BENEFIT SUMMARY

| Benefit/Provider | | Monthly Contributions | |
|---|---|--------------------------|---|
| | Coverage Level | City Pays | Employee Pays |
| Kaiser HMO | Employee Only | \$525.96 | \$105.06 |
| | Employee + 1 | \$1,051.92 | \$210.10 |
| | Family | \$1,485.40 | \$300.34 |
| Kaiser HDHP w/HSA Note: The City will contribute to an employee's HSA: \$750 for Employee Only coverage; \$1,500 for Employee + 1 or Family coverage | Employee Only | \$434.66 | \$77.92 |
| | Employee + 1 | \$869.28 | \$155.84 |
| | Family | \$1,227.14 | \$223.32 |
| Delta Preferred PPO | Employee Only | \$39.30 | \$0.00 |
| | Employee + 1 | \$37.94 | \$39.38 |
| | Family | \$36.54 | \$96.04 |
| DeltaCare DMO | Employee Only | \$22.16 | \$0.64 |
| | Employee + 1 | \$22.16 | \$18.70 |
| | Family | \$22.16 | \$38.34 |
| Anthem BlueView Vision | Employee Only | n/a | \$7.11 |
| | Employee + 1 | n/a | \$12.72 |
| | Family | n/a | \$21.08 |
| Critical Illness (The Hartford) | Employee Only Employee + Spouse One Parent Family Two Parent Family | n/a n/a n/a n/a | Rates vary based on age and coverage-See Benefits |
| Accident –Low Plan (The Hartford) | Employee Only | n/a | \$5.20 |
| | Employee + Spouse | n/a | \$8.18 |
| | Employee + Children | n/a | \$8.55 |
| | Two Parent Family | n/a | \$13.51 |
| Accident – High Plan (The Hartford) | Employee Only | n/a | \$8.09 |
| | Employee + Spouse | n/a | \$12.74 |
| | Employee + Children | n/a | \$13.46 |
| | Two Parent Family | n/a | \$21.19 |
| Hospital Indemnity Plan (The Hartford) | Employee Only | n/a | Rates vary based on age and coverage |
| | Employee + Spouse | n/a | |
| | One Parent Family | n/a | |
| | Two Parent Family | n/a | |
| ARAG – Legal Plan | Plan Membership | n/a | \$24.25 |
| Supplemental Life Insurance (The Hartford) | Age rated coverage for self, spouse and children | n/a | Rates vary based on coverage |
| Group Life Insurance (The Hartford) | Basic Life and AD&D: \$50,000 Dependent Life: \$1,000 | City pays full cost | No cost to employee |
| Section 125 Pre-tax Premiums, Medical and Dependent Care Flexible Spending Accounts | Provider: TRI-AD Employee may set aside tax-free FSA \$ Annual minimum (both FSAs): \$240 Medical FSA annual max: \$2,850 Dependent FSA annual max: \$5,000 | | |

SAFETY FIRE

2023 BENEFIT SUMMARY

| Benefit/Provider | Description |
|--|--|
| California Firefighters Benefit Trust | Mandatory Employee Contribution: \$100 per month |
| Long Term Disability | Administered through the California Association of Professional Firefighters |
| Retirement Plan (CalPERS Defined Benefit Plan) | Employee and Employer share the cost Tier 1 Classic: 3% @ 50 Employee contribution rate = 12% 1 Year Average Tier 2 Classic: 2% @ 50 Employee contribution rate = 12% 3 Year Average Tier 3 PEPPRA: 2.7% @ 57 Employee contribution rate = 13% 3 Year Average |
| 401 (k), 457 and Payroll Roth IRA Plans (MissionSquare Retirement) | Employee contributions to plans are optional |
| Health Insurance Waiver Rebate | \$75 per month for waiving at least one level of health insurance |
| Holidays in Lieu | 11.5 credited on a monthly basis |
| Sick Leave Accrual | 12 hours per month No maximum accrual |
| Annual Vacation Accrual | Years of Service 1 to 5 120 hours 6 to 10 168 hours 11 to 15 216 hours 16 to 20 264 hours 21+ 312 hours |
| Work-Life Benefits | Employee Assistance Program (EAP) – counseling services The Hartford – Travel Assistance & Identity Theft Program 529 College Savings Plan |
| Employee Discounts | Gym Membership Dell Computers Apple Products AT&T, T-Mobile and Verizon Cellphones Working Advantage Program – entertainment discounts Fun Express – entertainment discounts Education Discounts: National University, Grand Canyon University and Waldorf University |

NON-SAFETY FIRE

2023 BENEFIT SUMMARY

| Benefit/Provider | | Monthly Contributions | |
|---|---|--------------------------|---|
| | Coverage Level | City Pays | Employee Pays |
| Kaiser HMO | Employee Only | \$525.96 | \$105.06 |
| | Employee + 1 | \$1,051.92 | \$210.10 |
| | Family | \$1,485.40 | \$300.34 |
| Kaiser HDHP w/HSA Note: The City will contribute to an employee's HSA: \$750 for Employee Only coverage; \$1,500 for Employee + 1 or Family coverage | Employee Only | \$434.66 | \$77.92 |
| | Employee + 1 | \$869.28 | \$155.84 |
| | Family | \$1,227.14 | \$223.32 |
| Delta Preferred PPO | Employee Only | \$39.30 | \$0.00 |
| | Employee + 1 | \$37.94 | \$39.38 |
| | Family | \$36.54 | \$96.04 |
| DeltaCare DMO | Employee Only | \$22.16 | \$0.64 |
| | Employee + 1 | \$22.16 | \$18.70 |
| | Family | \$22.16 | \$38.34 |
| Anthem BlueView Vision | Employee Only | n/a | \$7.11 |
| | Employee + 1 | n/a | \$12.72 |
| | Family | n/a | \$21.08 |
| Critical Illness (The Hartford) | Employee Only Employee + Spouse One Parent Family Two Parent Family | n/a n/a n/a n/a | Rates vary based on age and coverage-See Benefits |
| Accident –Low Plan (The Hartford) | Employee Only | n/a | \$5.20 |
| | Employee + Spouse | n/a | \$8.18 |
| | Employee + Children | n/a | \$8.55 |
| | Two Parent Family | n/a | \$13.51 |
| Accident – High Plan (The Hartford) | Employee Only | n/a | \$8.09 |
| | Employee + Spouse | n/a | \$12.74 |
| | Employee + Children | n/a | \$13.46 |
| | Two Parent Family | n/a | \$21.19 |
| Hospital Indemnity Plan (The Hartford) | Employee Only | n/a | Rates vary based on age and coverage |
| | Employee + Spouse | n/a | |
| | One Parent Family | n/a | |
| | Two Parent Family | n/a | |
| ARAG – Legal Plan | Plan Membership | n/a | \$24.25 |
| Supplemental Life Insurance (The Hartford) | Age rated coverage for self, spouse and children | n/a | Rates vary based on coverage |
| Group Life Insurance (The Hartford) | Basic Life and AD&D: \$50,000 Dependent Life: \$1,000 | City pays full cost | No cost to employee |
| Section 125 Pre-tax Premiums, Medical and Dependent Care Flexible Spending Accounts | Provider: TRI-AD Employee may set aside tax-free FSA \$ Annual minimum (both FSAs): \$240 Medical FSA annual max: \$2,850 Dependent FSA annual max: \$5,000 | | |

NON-SAFETY FIRE

2023 BENEFIT SUMMARY

| Benefit/Provider | Description |
|--|---|
| Short Term Disability | Provider: The Hartford Employee pays .715% of salary |
| Long Term Disability | Provider The Hartford Employee pays .50% of salary |
| Retirement Plan (CalPERS Defined Benefit Plan) | Employee and Employer share the cost Tier 1 Classic: 3% @ 60 Employee contribution rate = 8% 1 Year Average Tier 2 Classic: 2% @ 60 Employee contribution rate = 7% 3 Year Average Tier 3 PEPR: 2% @ 62 Employee contribution rate = 7% 3 Year Average |
| 401 (k), 457 and Payroll Roth IRA Plans (MissionSquare Retirement) | Employee contributions to plans are optional |
| Health Insurance Waiver Rebate | \$75 per month for waiving at least one level of health insurance |
| Holidays in Lieu | 124 hours credited on a monthly basis |
| Sick Leave Accrual | 9 hours per month, no maximum accrual |
| Annual Vacation Accrual | Years of Service 1 to 5 5 shifts - 120 hours 6 to 10 7 shifts - 168 hours 11 to 15 9 shifts - 216 hours 16 to 20 11 shifts - 264 hours |
| Work-Life Benefits | Employee Assistance Program (EAP) – counseling services The Hartford – Travel Assistance & Identity Theft Program 529 College Savings Plan |
| Employee Discounts | Gym Membership Dell Computers Apple Products AT&T, T-Mobile and Verizon Cellphones Working Advantage Program – entertainment discounts Fun Express – entertainment discounts Education Discounts: National University, Grand Canyon University and Waldorf University |

PROPOSED MOU STRIKEOUT VERSION

Memorandum of Understanding between Representatives of the Escondido Firefighters' Association - Safety Personnel – Non-Safety Personnel and the City of Escondido

ARTICLE IX

WAGES AND CLASSIFICATIONS

Paragraphs 2, 3, 6, 7 & 9 Strike-out

- 2. a. All classifications will receive a 2.5 % across-the-board salary increase.
- b. The following comparable cities/organization were used during contract negotiations: Carlsbad, Chula Vista, Encinitas, Murrieta, Oceanside, Orange County Fire, Poway, San Diego, San Marcos, and Vista.
- 3. Salary Schedule:
 - a. The salary schedule effective for the term of this agreement is depicted on "Exhibit A."
 - b. Exhibit A, Salary Ranges January 2023 provides the new steps after removal of the bottom three steps and the addition of three new steps at the top of the salary schedule. Seven steps remain for Safety Personnel and five steps for Non-Safety Paramedics. A five (5) percent difference in steps will remain. Incumbents in Step 1, Step 2, Step 3 or Step 4 in 2022, will move to the new Step 1 in Exhibit A. All incumbents will be placed at the closest new step that corresponds to their current base rate of pay, without a decrease. All incumbents will then proceed through the step system on their regularly scheduled step advancement date.

c. Following implementation of the new 2023 salary schedule, employees will be eligible for a step increase on their next regularly scheduled step advancement date. However, after their next regularly scheduled step advancement date, all subsequent steps shall require one year of service before advancement. The City will no longer provide advancement from Step 1 or Step 2 after six months.

6. In the event an employee is promoted to a higher pay classification, their pay in the new class will be a minimum of five percent (5%) above their current pay; that is, they will be placed at a regular pay step in the new class which is a minimum of five percent (5%) above their current pay. For the purpose of merit increases, the appropriate time in grade shall be the regular time in grade for the new pay step, which is one year for all steps.

7. Mentor/Preceptor Pay:

Mentors and Preceptors in the paramedic program shall be paid "Mentor Pay" or "Preceptor Pay" for each Firefighter/Paramedic or Non-Safety Paramedic trainee assigned to the Mentors or Preceptors as approved and required by the City, upon completion of the training assignment. The Fire Chief shall determine satisfactory completion of the training assignment.

"Mentor or Preceptor Pay" to mentor/preceptor a Firefighter/Paramedic is One Thousand dollars (\$1,000.00) or Five Hundred dollars (\$500.00) to mentor/preceptor a Non-Safety Paramedic or an Emergency Medical Technician.

9. Longevity Compensation:

In an effort to retain employees that are trained and qualified within the Escondido Fire Department, the following longevity compensation schedule will be implemented for Safety employees:

Five years' service:

Employees achieving their fifth anniversary of total service with the City of Escondido Fire Department will receive a stipend of \$1,000 payable on the first pay period beginning after their service anniversary. Such stipend will be paid annually after achieving the anniversary, and will be paid only to employees achieving an overall satisfactory performance rating in the previous evaluation period. Additionally, the stipend will be considered as part of total compensation comparison with other fire agencies.

Ten years' service:

Employees achieving their tenth anniversary of total service with the Escondido Fire Department, and shall have one year of service in Step 6, will be placed on the seven-step salary schedule and will be advanced to the next step on their salary schedule. They will continue progressing within the salary range according to the Personnel Rules for salary progression.

EXHIBIT A**Salary Ranges January 2023****Safety Personnel**

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|----------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| FF/Paramedic | 7,212 | 7,573 | 7,952 | 8,350 | 8,767 | 9,205 | 9,666 |
| Fire Engineer | 7,573 | 7,952 | 8,350 | 8,767 | 9,205 | 9,665 | 10,149 |
| Fire Captain | 8,889 | 9,333 | 9,800 | 10,290 | 10,804 | 11,345 | 11,912 |

Non- Safety Personnel

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|------------------|---------------|---------------|---------------|---------------|---------------|
| Paramedic | 4,911 | 5,157 | 5,415 | 5,685 | 5,970 |

ARTICLE XIX

HOLIDAYS

- 1. Holidays: Every regular, regular part-time and every probationary employee in the Personnel System, except members of the Fire Department who are required to be on duty for a twenty-four (24) hour shift, shall not be required to be on duty on holidays unless the employee's services are needed and required in the interests of the public health, safety or general welfare, in which later event, any such employee shall be entitled to an in lieu holiday or overtime pay, in accordance with these rules.

Safety and Non-Safety members of the Fire Department shall be credited for holidays as follows:

- A. Eleven and one-half (11.5) hours of Holiday time shall be credited to each Safety and Non-Safety employee's account on a monthly basis. This includes Personnel who are temporarily assigned to a 40-hour training schedule.
- B. Holiday hours will be compensated on a straight time basis..
- C. Employees who terminate shall be paid in a lump sum for all accrued holiday time earned prior to the effective date of termination.

ARTICLE XXXII

MOU REOPENERS

Peoplesoft Transition/MOU Alignment & Reorganization

- 1. The City will continue efforts to replace its legacy payroll, benefits and financial management system, PeopleSoft, during the term of this MOU in order to comply with federal and state law obligations.
- 2. The City and Association recognize that many aspects of current payroll practice and

benefit management procedures will be updated as the City attempts to simplify payroll practices to modernize and to ensure compliance with federal and state laws and this MOU. As the transition occurs, the City will make every effort to ensure that potential changes to any payroll procedures will not have a negative impact on employee compensation. The City will notify the Association of all planned changes.

3. A workweek may begin on any day of the week and at any hour of the day established by the employer. Generally, for purposes of minimum wage and overtime calculations, each workweek stands alone.
4. The City will offer to meet and confer whenever the City learns that implementation of a new payroll system may impact the terms and conditions of employment or compensation.
5. The City and Association agree to explore options to place Emergency Medicine Technicians in a bargaining unit.
6. In support to the City's efforts to procure a replacement to its current payroll, finance, and benefits management software, PeopleSoft, and to align its labor relations regulations, personnel rules and memorandums of understanding, the City may, by giving seven (7) calendar days' notice, shall have the right to reopen this MOU to negotiate and terms and conditions of employment.

ARTICLE XXVII
TUITION REIMBURSEMENT

1. Within budgetary limitations, and subject to the criteria and limitations listed below, the City will reimburse tuition and related expenses up to 100% of the normal tuition fees of the **accredited college or university system** in an amount up to seven hundred fifty dollars (\$750) semiannually or one thousand five hundred dollars (\$1,500) per fiscal year.

A maximum of \$15,000 will be allotted annually for the use of tuition reimbursement for all FFA members (safety and non-safety employees), as outlined within this Article. For the term of the **2021-2022** MOU only, FFA members will be allowed an opportunity to exceed the \$1,500 fiscal year cap per employee, to a maximum of \$3,000 per fiscal year. The opportunity to exceed the original cap of \$1,500 can occur through the contract term..

ARTICLE XXVIII

CERTIFICATION AND EDUCATION INCENTIVE PAY

The following is a list of certifications or degrees that qualify Safety Personnel for Certification and Incentive Pay:

The required classes and details of each certification will be described in the appropriate policy in the Administrative Operations Manual (AOM) 705.00. The City and Association mutually agree to discuss possible changes to the required classes as changes occur in the curriculum.

Certification Pay:

Paramedic Certification Pay:2.5% of base pay per month

Maintain San Diego County Paramedic License.

Engineers and Captains only (current annual Paramedic Certification pay of \$450.00 dollars is eliminated for these qualified classifications; Article IX, Section 5).

Technical Rescue Certification:1.0% of base pay per month

Complete five rescue classes outlined in the AOM 705.00.

Certification in this category must be current with renewal occurring as required by the State Fire Marshall. All represented classifications are eligible to qualify.

Wildland Certification:1.0% base pay per month

Complete four wildland classes outlined in the AOM 705.00.

Certification in this category must be current with renewal occurring as required by the State Fire Marshall or the national Wildfire Coordinating Group (NWCG). All represented classifications are eligible to qualify.

Acting Engineer Certification: 1.0% base pay per month

Complete two classes as outlined in the AOM 705.00 and complete the Acting Engineer Taskbook.

Firefighter/Paramedic is the only eligible classification. Engineers will be eligible for this pay up to 12 months after promotion to Engineer or upon completion of the Acting Captain Certification, whichever occurs first.

Acting Captain Certification: 1.0% base pay per month

Complete CSFM Fire Officer Certification or Company Officer coursework as outlined in the AOM 705.00.

Firefighter/Paramedic and Engineer are the only eligible classifications. Captains will be eligible for this pay up to 12 months after promotion to Captain *or upon completion of the Acting Battalion Chief Certification, whichever occurs first.*

Acting Battalion Chief Certification (Captains only): 1.0% base pay per month

Complete the Acting Battalion Chief Taskbook and have an Associate's Degree or a Bachelor's Degree in Fire Science, Business Administration, Management, Public Administration, or other related course study. (Note: The Bachelor's Degree requirement can be met with an educational plan approved by the Fire Chief.)

Fire Captain is the only eligible classification.

Educational Incentive Pay:

Associates Degree:.....2.0% of base pay per month

Bachelor's Degree:.....4.0% of base pay per month

Certification and Incentive Pay Criteria:

1. Reserved.
2. Reserved.
3. Fire Administration will notify Human Resources of the certifications and qualifications upon successful completion of requirements.
4. Employees are responsible for supplying all transcripts or certificates to verify course completion. All courses must have a "C" grade or better to qualify.
5. Coursework submitted for educational incentive pay must be obtained from a school accredited by the Western Association of Schools and Colleges or equivalent, or approved by the Council for private post secondary education.
6. Certification Pay is capped at 5.5% of base pay per month. Does not include Education Pay.
7. Certification and incentive pay shall be reported to CalPERS as "special compensation." **In accordance with CalPERS reporting requirements, special compensation will be reported separately from an employee's hourly base rate of pay.**
8. Employees promoting to a new classification shall not carry forward certification pay uniquely attributable to the subordinate classification and shall only receive

certification pay that is attributable to their new classification. Employees will be granted a 12-month transition period to achieve the certification that may be applicable to qualify for the next certification level in the series.

ORDINANCE NO. 2022-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING CHAPTER 6 OF THE ESCONDIDO MUNICIPAL CODE, TO ADOPT THE 2022 CALIFORNIA BUILDING, RESIDENTIAL, PLUMBING, ELECTRICAL, MECHANICAL, HISTORICAL BUILDING, EXISTING BUILDING AND ENERGY CODES, AND THE GREEN BUILDING STANDARDS CODE

WHEREAS, the State of California Building Standards Commission is charged with the development of uniform codes and regulations for application to the construction of buildings within the state; and

WHEREAS, California Health and Safety Code Section 17960 requires the City enforce within its jurisdiction all the provisions published in the State Buildings Standards Code and the provisions of other rules and regulations promulgated pursuant to the provisions of the California Health and Safety Code pertaining to the erection, construction, reconstruction, movement, enlargement, conversion, alteration, repair, removal, or arrangement of apartments, hotels or dwellings; and

WHEREAS, every three years the California Building Standards Commission updates and adopts uniform codes for application throughout the state; and

WHEREAS, California Health and Safety Code Section 17958.7 allows local amendments to the California Building Standards Codes, when such codes are amended and adopted at the local level, and when local findings are made for unique climatic, geological or topographical conditions.

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

SECTION 1. That Escondido Municipal Code Chapter 6, Article 1, Section 6-1.2 is repealed and replaced with the following:

**A COMPLETE COPY OF THIS
ORDINANCE IS ON FILE IN
THE OFFICE OF THE CITY
CLERK FOR YOUR REVIEW.**

ORDINANCE NO. 2022-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING CHAPTER 11 OF THE ESCONDIDO MUNICIPAL CODE TO ADOPT THE 2022 CALIFORNIA FIRE CODE AND LOCAL AMENDMENTS

WHEREAS, the State of California Building Standards Commission is charged with the development of uniform codes and regulations for application to the construction of buildings within the state; and

WHEREAS, California Health and Safety Code Section 17960 requires the city to enforce within its jurisdiction all the provisions published in the State Buildings Standards Code and the provisions of other rules and regulations promulgated pursuant to the provisions of the California Health and Safety Code pertaining to the erection, construction, reconstruction, movement, enlargement, conversion, alteration, repair, removal, or arrangement of apartments, hotels or dwellings; and

WHEREAS, every three years the California Building Standards Commission updates and adopts uniform codes for application throughout the state; and

WHEREAS, California Health and Safety Code Section 17958.7 allows local amendments to the California Building Standards Codes, when such codes are amended and adopted at the local level, and when local findings are made for unique climatic, geological or topographical conditions.

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

SECTION 1. That Escondido Municipal Code Chapter 11, Article 2, Division 1, Section 11-15(a) is repealed and replaced as follows:

- (a) The 2022 California Fire Code, California Code of Regulations, Title 24, Part 9, including Appendix Chapters 4, B, C and D (Sections D102, D103.6, D103.6.1, D103.6.2

A COMPLETE COPY OF THIS
ORDINANCE IS ON FILE IN
THE OFFICE OF THE CITY
CLERK FOR YOUR REVIEW.



STAFF REPORT

December 7, 2022
File Number 1050-30

SUBJECT

ADOPTION OF THE CITY OF ESCONDIDO VMT EXCHANGE PROGRAM

DEPARTMENT

Development Services Department, Engineering Services

RECOMMENDATION

Request that the City Council adopt Resolution No. 2022-162, adopting the VMT Exchange Program and certifying/adopting the associated Initial Study/Negative Declaration prepared for the project.

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

Presenter: Julie Procopio, City Engineer

ENVIRONMENTAL STATUS

An Initial Study/ Negative Declaration (Exhibit B to Resolution 2022-162) was prepared pursuant to California Environmental Quality Act (CEQA) section 15074. The document was circulated for public review from October 27 through November 16, 2022. Staff received correspondence from Caltrans with general comments regarding coordination when projects impact Caltrans' right-of-way; other comments received were requests for additional information. A Notice of Determination (NOD) was prepared and will be filed with the County Clerk of San Diego.

FISCAL ANALYSIS

The cost to prepare the VMT Exchange Program was included in the General Fund budget. The cost for review of Traffic Impact studies (including VMT analysis) is generally reimbursed by applicants through payment of adopted fees. Projects and programs identified in the VMT Exchange Program will be funded through condition of development entitlement process.

PREVIOUS ACTION

On April 21, 2021, City Council approved an update to the City of Escondido Transportation Impact Analysis Guidelines (TIAG) that set the CEQA VMT threshold of 85% of the regional mean for residential and office development, in conformance with SB 743.



CITY of ESCONDIDO

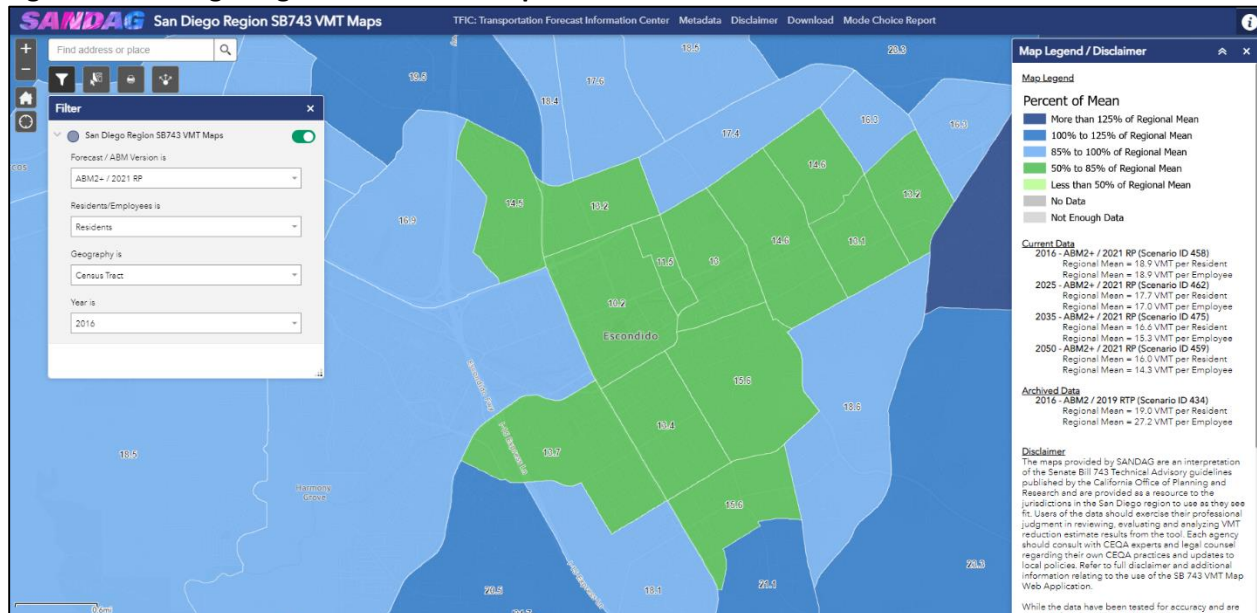
STAFF REPORT

BACKGROUND

In 2013, Senate Bill 743 required changes to the California Environmental Quality Act (“CEQA”) Guidelines regarding the criteria for determining the significance of transportation impacts of projects. In 2018, the Governor’s Office of Planning and Research, and the California Natural Resources Agency, certified and adopted new CEQA Guidelines, which identified the metric “vehicle miles traveled” (VMT), or the amount and distance of automobile travel attributable to a project, as the most appropriate metric to evaluate a project’s transportation impacts. Further, CEQA Guidelines require that lead agencies, for purposes of CEQA, evaluate the transportation impacts of a project using the VMT metric. Statewide direction under SB 743 set a target to achieve VMT efficiency of 85% of the area average.

In compliance with SB 743, projects that do not meet screening criteria for size or transit proximity and that are located outside of VMT efficient areas (depicted in green below) are required to conduct VMT analysis. San Diego Association of Government (SANDAG) has developed this VMT Map to assist in determining if a project site is located within a VMT efficient area. **Figure 1** below shows a sample SANDAG VMT map. Projects located outside of the green census tracts have potential for VMT impacts under CEQA.

Figure 1: San Diego Region SB743 VMT Map



If the VMT analysis determines that the project will generate VMT in excess of the threshold (85% of the regional mean), CEQA requires that the project identify and implement feasible mitigation measures to bring the VMT impacts to below this threshold of significance. Projects that are unable to identify mitigation measures to mitigate VMT impacts to below the significance threshold are required to prepare an Environmental Impact Report (EIR).



CITY of ESCONDIDO

STAFF REPORT

Examples of VMT mitigation measures include integrating affordable housing, pricing/unbundling parking, employee rideshare programs, and employee transit pass program. While there are a number of VMT mitigation measures available to office projects, staff has found that identifying mitigation options for residential projects in suburban areas, particularly for single family homes, can be challenging since there are limited options for on-site mitigation for residential projects. Further, mitigation strategies available may fall short of the required VMT reductions.

PROPOSED PROGRAM

The VMT Exchange Program (Exhibit “C” to Resolution 2022-162) is a voluntary program designed to streamline the ability for development projects to meet VMT targets by identifying mitigation measures that could serve to facilitate or encourage residents to walk, bike or take transit as substitutes for driving trips. Examples of potential mitigation measures include filling in gaps in the sidewalk network, providing crosswalks, bike lanes, pedestrian countdown signals, or bus shelters on existing transit lines. These improvements would preferably be constructed in the vicinity of the proposed development to provide mobility options that reduce VMT created from the project. However, improvements can also be constructed in other areas of the city to enhance mobility options and reduce citywide VMT.

Other types of non-infrastructure mitigation measures are under consideration as future additions to the Program, such as providing commute alternatives, car-sharing, transit passes, travel demand management and clean energy shuttles. The VMT Exchange Program is a living document that will be updated periodically to reflect the addition of VMT reducing projects and/or to reflect current research on the project/program’s effectiveness at reducing VMT.

The Program uses the State guidance from the California Air Pollution Control Officer Association *Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity* (Handbook). The Program considers specific inputs or variables from the series of formulas provided in the Handbook to calculate how various improvements lead to the reduction of VMT. Established metrics and measurements are applied to assess the rate of change in one variable relative to another. Reduction of VMT associated with specific improvement types may first be calculated on an overall Citywide basis and then segregated to a per unit basis. Some examples include:

| Improvement | Unit | VMT Reduction |
|-------------------------------------|------------------|---------------|
| Fill in Gap in Sidewalk Network | Per mile | 303 VMT |
| Stripe Bike Lane | Per mile | 71 VMT |
| Install Bus Shelter | Per each | 50 VMT |
| Install Pedestrian Countdown Timers | Per Intersection | 60 VMT |
| Install High Visibility Crosswalks | Per 4 Legs | 60 VMT |
| Install Curb Ramps | Per Corner | 8 VMT |



CITY of ESCONDIDO

STAFF REPORT

If the Program is adopted, City staff will work with the project proponent to identify VMT reduction strategies designed to mitigate the VMT impact of each project as a part of the Traffic Impact Analysis review process. The identified strategies will be included as mitigation measures that would be conditioned to be completed prior to the impact, generally prior to issuance of building permits. VMT reduction strategies implemented would be tracked and included in the annual Climate Action Plan report.

Staff presented the draft VMT Exchange Program to various organizations to receive input. The organizations included the Sierra Club, Bike Coalition, SD350, the Building Industry Association (BIA), and various industry consultants who do regularly prepare Traffic Impact Analysis. Feedback received has been incorporated into the Program.

On July 14, 2022, the Transportation and Community Safety Commission (TCSC) received an update on the VMT Exchange Program, which included details of the components and the project list. The TCSC voted unanimously to recommend approval of the VMT Exchange Program document.

RESOLUTION

- a. Resolution No. 2022-162
- b. Resolution 2022-162 Exhibit A: "Findings of Fact"
- c. Resolution No. 2022-162 Exhibit B: "Initial Study and Negative Declaration"
- d. Resolution No. 2022-162 Exhibit C: "VMT Exchange Program"

RESOLUTION NO. 2022-162

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, APPROVING THE VEHICLE
MILES TRAVELED EXCHANGE PROGRAM AND
ADOPTION OF A NEGATIVE DECLARATION

WHEREAS, Senate Bill 743, enacted in 2013, required changes to the California Environmental Quality Act (“CEQA”) Guidelines regarding the criteria for determining the significance of transportation impacts of projects; and

WHEREAS, in 2018, the Governor’s Office of Planning and Research proposed, and the California Natural Resources Agency certified and adopted, new CEQA Guidelines section 15064.3, which identifies the metric “vehicle miles traveled” (“VMT”) – meaning the amount and distance of automobile travel attributable to a project – as the most appropriate metric to evaluate a project’s transportation impacts; and

WHEREAS, CEQA Guidelines section 15064.3 requires that lead agencies, for purposes of CEQA, evaluate the transportation impacts of a project using the metric VMT; and

WHEREAS, automobile delay, as measured by “level of service” and other similar metrics, with limited exceptions in the context of roadway capacity projects, generally no longer constitutes a significant environmental effect under CEQA; and

WHEREAS, pursuant to CEQA, lead agencies are required to determine the significance of all environmental effects for a project; and

WHEREAS, the City Council of the City of Escondido, California, adopted Transportation Impact Analysis Guidelines including “thresholds of significance” for the VMT metric for a project’s transportation impacts on April 21, 2021 as recommended by CEQA Guidelines section 15064.7; and

WHEREAS, The City engaged the assistance of a consultant – Fehr & Peers – to prepare a VMT Exchange Program to streamline the identification of mitigation measures when development projects exceed VMT thresholds pursuant to CEQA; and

WHEREAS, pursuant to CEQA, the City is the Lead Agency for the Project, as the public agency with the principal responsibility for approving the VMT Exchange Program; and

WHEREAS, the City prepared an Initial Study and found that a Negative Declaration would be the appropriate CEQA document; and

WHEREAS, the VMT Exchange Program was presented to the Transportation and Community Safety Commission on July 14, 2022. The Commission recommended approval by City Council.

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, attached hereto as Exhibit “A,” have been made by the City Council with regard to the Negative Declaration pursuant to the California Environmental Quality Act.
3. That the City Council does hereby adopt the Negative Declaration, attached as Exhibit “B.”
4. The City Council, therefore, directs that a Notice of Determination be filed with the County Clerk of the County of San Diego in accordance with the CEQA Guidelines.

5. The City Council does hereby adopt the VMT Exchange Program, attached as Exhibit "C."

EXHIBIT "A"

FACTORS TO BE CONSIDERED / FINDINGS OF FACT

Environmental Determinations:

1. Pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et. seq.) ("CEQA"), and its implementing regulations (14 C.C.R. § 15000 et seq.) ("CEQA Guidelines"), the City of Escondido ("City") is the Lead Agency for the project ("Project"), as the public agency with the principal responsibility for approving the Project.
2. An Initial Study/Negative Declaration (IS/ND) for the Project was prepared, published, circulated and reviewed in accordance with the requirements of CEQA, the CEQA Guidelines, and the local environmental procedures. The decision making body of the Lead Agency shall adopt the proposed IS/ND only if:
 - It finds on the basis of the whole record before it that there is no substantial evidence the project will have a significant effect on the environment, and
 - The IS/ND reflects the Lead Agency's independent judgment and analysis.
3. The City Council has received the material record supporting all of the CEQA documents for the project. The City Council finds the following:
 - The Final IS/ND reflects the City's independent judgment and analysis.
 - That there is no substantial evidence that the Project or any of its aspects could result in significant adverse impacts.
 - The Final IS/ND has been completed in compliance with CEQA and it constitutes a complete, accurate, adequate and good faith effort at full disclosure under CEQA.
4. Pursuant to Public Resources Code Section 21081.6(a)(2) and CEQA Guidelines section 15091(e), all documents and other materials which constitute the record of proceedings are located at the City of Escondido, City Civic Center. The City Clerk, whose office is located at 201 North Broadway, Escondido CA 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the City Council's decision is based, which documents and materials shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.



INITIAL STUDY/PROPOSED NEGATIVE DECLARATION
**City of Escondido Vehicle Miles Traveled
Exchange Program**



Prepared for:



City of Escondido

October 2022

Item20.

INITIAL STUDY/PROPOSED NEGATIVE DECLARATION

City of Escondido Vehicle Miles Traveled Exchange Program



Prepared for:

City of Escondido
City Hall, First Floor
201 North Broadway
Escondido, CA 92025
760.839.4671

Contact:

Ivan Flores
Associate Planner
760.839.4529

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Ascent Environmental, Inc.
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619.219.8000

Contact:

Andrew Martin
Senior Environmental Planner
619.489.5564

Item20.

PROPOSED NEGATIVE DECLARATION

PROJECT: CITY OF ESCONDIDO VEHICLE MILES TRAVELED EXCHANGE PROGRAM

LEAD AGENCY: CITY OF ESCONDIDO

Under the California Environmental Quality Act (CEQA), the lead agency is the public agency with primary responsibility over approval of the project. The City of Escondido (City) is the CEQA lead agency because it is responsible for adoption and implementation of the proposed Vehicle Miles Traveled Exchange Program.

PROJECT DESCRIPTION SUMMARY

The proposed program is a Vehicle Miles Traveled (VMT) Exchange Program (program) – a voluntary program in which discretionary development applicants can participate to reduce the amount of VMT generated by their projects. The program will also provide applicants with the option to reduce potentially significant VMT impacts identified through the CEQA review process by constructing specified VMT-reducing projects that have been identified by the City. Initially, the program will provide applicants with the option to implement early action exchange program projects, which include pedestrian network, bicycle network, and transit supportive improvements that are located within existing developed rights of way. In the future, the types of projects included in the program may be expanded, for example to include trip reduction marketing or an intra-city shuttle, but these future project options would not be included in the initial program.

If the program is adopted, any VMT-reducing projects that an applicant voluntarily elects to implement would be adopted as mitigation measures in the CEQA environmental review document for the applicable project. The program would require that VMT-reducing projects be completed by the applicant before the impact from the development project occurs. Ongoing monitoring and tracking of the implementation of VMT-reducing projects would be included in the City's annual Climate Action Plan implementation status report.

FINDINGS

An Initial Study has been prepared to assess the project's potential effects on the environment and the significance of those effects. Based on the Initial Study, the City has determined that the project would not have any significant effects on the environment. Therefore, no mitigation measures are proposed.

Pursuant to Section 21082.1 of the California Environmental Quality Act, the City has independently reviewed and analyzed the Initial Study and Negative Declaration for the project and finds that the Initial Study and Negative Declaration reflects the independent judgment of the City.

I hereby approve this project:

Ivan Flores, Associate Planner
City of Escondido

(to be signed upon approval of the project after the public review period is complete)

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TABLE OF CONTENTS

| Section | Page |
|--|------------|
| LIST OF ABBREVIATIONS | III |
| 1 INTRODUCTION | 1-1 |
| 1.1 Introduction and Regulatory Guidance | 1-1 |
| 1.2 Why this Document? | 1-1 |
| 1.3 Summary of Findings | 1-2 |
| 1.4 Document Organization | 1-2 |
| 2 PROJECT DESCRIPTION | 2-1 |
| 2.1 VMT Exchange Program Overview..... | 2-1 |
| 2.2 Background | 2-1 |
| 2.3 Program Location..... | 2-2 |
| 2.4 Description of the Proposed Program | 2-7 |
| 2.5 Program Objectives | 2-11 |
| 2.6 Required Approvals | 2-11 |
| 3 ENVIRONMENTAL CHECKLIST | 3-1 |
| 3.1 Aesthetics | 3-5 |
| 3.2 Agriculture and Forest Resources..... | 3-9 |
| 3.3 Air Quality | 3-12 |
| 3.4 Biological Resources..... | 3-19 |
| 3.5 Cultural Resources | 3-23 |
| 3.6 Energy..... | 3-26 |
| 3.7 Geology and Soils | 3-29 |
| 3.8 Greenhouse Gas Emissions | 3-33 |
| 3.9 Hazards and Hazardous Materials | 3-37 |
| 3.10 Hydrology and Water Quality | 3-41 |
| 3.11 Land Use and Planning..... | 3-46 |
| 3.12 Mineral Resources | 3-48 |
| 3.13 Noise..... | 3-50 |
| 3.14 Population and Housing | 3-56 |
| 3.15 Public Services..... | 3-58 |
| 3.16 Recreation..... | 3-60 |
| 3.17 Transportation | 3-61 |
| 3.18 Tribal Cultural Resources | 3-64 |
| 3.19 Utilities and Service Systems | 3-66 |
| 3.20 Wildfire..... | 3-69 |
| 3.21 Mandatory Findings of Significance..... | 3-72 |
| 4 REFERENCES | 4-1 |
| 5 REPORT PREPARERS AND CONTRIBUTORS | 5-1 |
| 5.1 City of Escondido..... | 5-1 |
| 5.2 Fehr & Peers..... | 5-1 |
| 5.3 Ascent Environmental | 5-1 |

Figures

Figure 2-1 Regional Location.....2-3
Figure 2-2 Project Location2-4
Figure 2-3 Early Action Sidewalk Projects2-5
Figure 2-4 Existing and Planned Bikeways.....2-6

Tables

Table 2-1 VMT Exchange Program – Early Action Project List.....2-8
Table 2-2 Required Approvals2-11
Table 3-1 Sources and Health Effects of Criteria Air Pollutants 3-13
Table 3-2 County of San Diego Screening-Level Thresholds for Air Quality Impact Analysis 3-15
Table 3-3 Acoustic Term Definitions..... 3-50
Table 3-4 City of Escondido Sound Level Limits 3-52

LIST OF ABBREVIATIONS

| | |
|-------------------|---|
| AB | Assembly Bill |
| Basin Plan | Water Quality Control Plan for the San Diego Basin |
| BMP | best management practice |
| CAA | federal Clean Air Act |
| CAAQS | California Ambient Air Quality Standards |
| CAL FIRE | California Department of Forestry and Fire Protection |
| CalGreen | California Green Building Standards Code |
| CAP | climate action plan |
| CARB | California Air Resources Board |
| CCAA | California Clean Air Act |
| CCR | California Code of Regulations |
| CEC | California Energy Commission |
| CEQA | California Environmental Quality Act |
| City | City of Escondido |
| CNEL | community noise equivalent level |
| CO | carbon monoxide |
| CO ₂ | carbon dioxide |
| CO ₂ e | carbon-dioxide-equivalent |
| | County of San Diego 2007 |
| CPUC | California Public Utilities Commission |
| CRHR | California Register of Historical Resources |
| CWMP | construction waste management plan |
| dB | decibels |
| diesel PM | diesel particulate matter |
| DOC | California Department of Conservation |
| DWR | California Department of Water Resources |
| EAP | Energy Action Plan |
| ESFD | City of Escondido Fire Department |
| EMC | City of Escondido Municipal Code |

| | |
|------------------|---|
| EO | Executive Order |
| EPA | U.S. Environmental Protection Agency |
| EPD | Escondido Police Department |
| EUHSD | Escondido Union High School District |
| EUSD | Escondido Union School District |
| EWWD | City of Escondido Water and Wastewater Division |
| FHSZ | Fire Hazard Severity Zone |
| FMMP | Farmland Monitoring and Mapping Program |
| General Plan EIR | <i>2012 Escondido General Plan Update, Downtown Specific Plan Update, and Climate Action Plan Environmental Impact Report</i> |
| GHG | greenhouse gas |
| GSP | groundwater sustainability plan |
| HA | hydrologic area |
| HU | hydrologic unit |
| I-15 | Interstate 15 |
| IS/proposed ND | Initial Study/Proposed Negative Declaration |
| lbs/day | pounds per day |
| LED | light emitting diodes |
| LOS | level of service |
| MHCP | Multiple Habitat Conservation Program |
| MLD | most likely descendant |
| MRZ | mineral resource zone |
| MWD | Municipal Water District |
| NAAQS | National Ambient Air Quality Standards |
| NAHC | Native American Heritage Commission |
| NCTD | North County Transit District |
| NO ₂ | nitrogen dioxide |
| NPDES | National Pollutant Discharge Elimination System |

| | |
|-------------------|--|
| OPR | Governor's Office of Planning and Research |
| PM ₁₀ | Respirable particulate matter |
| PM _{2.5} | Fine particulate matter |
| PPV | peak particle velocity |
| PRC | Public Resources Code |
| program | Vehicle Miles Traveled Exchange Program |
| RAQS | <i>2016 Revision of the Regional Air Quality Strategy for San Diego County</i> |
| RMS | root-mean-square |
| RWQCB | regional water quality control board |
| SANDAG | San Diego Association of Governments |
| SB | Senate Bill |
| SDAB | San Diego Air Basin |
| SDAPCD | San Diego County Air Pollution Control District |
| SDG&E | San Diego Gas & Electric |
| SLT | screening level threshold |
| SO ₂ | sulfur dioxide |
| SR 78 | State Route 78 |
| SWPPP | storm water pollution prevention plan |
| SWRCB | State Water Resources Control Board |
| TAC | toxic air contaminant |
| VdB | vibration decibels |
| VMT | vehicle miles traveled |
| VOC | volatile organic compounds |
| VWD | Vallecitos Water District |

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1 INTRODUCTION

1.1 INTRODUCTION AND REGULATORY GUIDANCE

This Initial Study/Proposed Negative Declaration (IS/proposed ND) has been prepared by the City of Escondido to evaluate potential environmental effects resulting from Vehicle Miles Traveled (VMT) Exchange Program (program). Section 2 "Project Description" presents the detailed program information.

This document has been prepared in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations Section 15000 et seq.). An initial study is prepared by a lead agency to determine if a project may have a significant effect on the environment (State CEQA Guidelines Section 15063[a]), and thus to determine the appropriate environmental document. In accordance with State CEQA Guidelines Section 15070, a "public agency shall prepare...a proposed negative declaration or mitigated negative declaration...when: (a) The Initial Study shows that there is no substantial evidence...that the project may have a significant impact on the environment, or (b) The Initial Study identifies potentially significant effects but revisions to the project plans or proposal are agreed to by the applicant and such revisions would reduce potentially significant effects to a less-than-significant level." In this circumstance, the lead agency prepares a written statement describing its reasons for concluding that the project would not have a significant effect on the environment and, therefore, does not require the preparation of an Environmental Impact Report (EIR). By contrast, an EIR is required when the project may have a significant environmental impact that cannot clearly be reduced to a less-than-significant effect by adoption of mitigation or by revisions in the project design.

1.2 WHY THIS DOCUMENT?

As described in the environmental checklist (Chapter 3), the program would not result in any significant environmental impacts. Therefore, an IS/proposed ND is the appropriate document for compliance with the requirements of CEQA. This IS/proposed ND conforms to these requirements and to the content requirements of State CEQA Guidelines Section 15071.

Under CEQA, the lead agency is the public agency with primary responsibility over approval of the project. The City of Escondido is the CEQA lead agency because they are responsible for adopting and implementing the program, which is the "project" evaluated in this IS/proposed ND. The purpose of this document is to present to decision-makers and the public information about the environmental consequences of implementing the program. This disclosure document is being made available to the public for review and comment. This IS/proposed ND will be available for a 20-day public review period from October 27, 2022 to November 16, 2022.

Supporting documentation referenced in this document is available for review at:

City of Escondido
City Hall, First Floor
201 North Broadway
Escondido, CA 92025

Comments should be addressed to:

Ivan Flores
City of Escondido
City Hall, First Floor
201 North Broadway
Escondido, CA 92025

E-mail comments should be addressed to:

Ivan Flores
iflores@escondido.org

If you have questions regarding the IS/proposed ND, please call Ivan Flores at: (760) 839-4529. If you wish to send written comments (including via e-mail), they must be postmarked by November 16, 2022.

After comments are received from the public and reviewing agencies, the City may (1) adopt the ND and adopt the program; (2) undertake additional environmental studies; or (3) abandon the program.

1.3 SUMMARY OF FINDINGS

Chapter 3 of this document contains the analysis and discussion of potential environmental impacts of the program using the sample initial study checklist questions provided in Appendix G to the State CEQA Guidelines. The evaluation demonstrates that the program would have either no impacts or less-than-significant impacts for all of the environmental topics evaluated, which are as follows:

- ▶ Aesthetics
- ▶ Agriculture and Forest Resources
- ▶ Air Quality
- ▶ Biological Resources
- ▶ Cultural Resources
- ▶ Energy
- ▶ Geology and Soils
- ▶ Greenhouse Gas Emissions
- ▶ Hazards and Hazardous Materials
- ▶ Hydrology and Water Quality
- ▶ Land Use and Planning
- ▶ Mineral Resources
- ▶ Noise
- ▶ Population and Housing
- ▶ Public Services
- ▶ Recreation
- ▶ Transportation
- ▶ Tribal Cultural Resources
- ▶ Utilities and Service Systems
- ▶ Wildfire

1.4 DOCUMENT ORGANIZATION

This IS/proposed ND is organized as follows:

Chapter 1: Introduction. This chapter provides an introduction to the environmental review process. It describes the purpose and organization of this document as well as presents a summary of findings.

Chapter 2: Project Description and Background. This chapter presents an overview and background of the program, provides a detailed description of the program, and identifies program objectives.

Chapter 3: Environmental Checklist. This chapter analyzes the potential environmental impacts of the program using the sample initial study checklist questions provided in Appendix G to the State CEQA Guidelines.

Chapter 4: References. This chapter lists the references used in preparation of this IS/proposed ND.

Chapter 5: List of Preparers. This chapter identifies report preparers.

2 PROJECT DESCRIPTION

2.1 VMT EXCHANGE PROGRAM OVERVIEW

The City of Escondido (City) proposes to adopt a Vehicle Miles Traveled (VMT) Exchange Program (program) – a voluntary program in which discretionary development applicants can participate to reduce the amount of VMT generated by their individual development projects. This program is the “project” evaluated in this IS/proposed ND.

The program would provide applicants with the option to reduce potentially significant VMT impacts identified through the California Environmental Quality Act (CEQA) review process if they agree to construct specified VMT-reducing projects that have been identified by the City. The program would provide applicants with the option to implement early action exchange program projects, which include pedestrian network, bicycle network, and transit supportive improvements that are located within existing developed rights-of-way in the city. In the future, the types of projects included in the program may be expanded, for example to include trip reduction marketing or an intra-city shuttle, but these future project options would not be included in the initial program.

If the program is adopted, any VMT-reducing projects that an applicant voluntarily elects to implement would be adopted as mitigation measures in the CEQA environmental review document for the applicable project. The program would require that VMT-reducing projects be completed by the applicant before the impact from the development project occurs. Ongoing monitoring and tracking of the implementation of VMT-reducing projects would be included in the City’s annual climate action plan (CAP) implementation status report.

This chapter presents a description of the program, including the types of VMT-reducing projects that could be implemented if the program is adopted. Chapter 3, Environmental Checklist, evaluates the potential environmental effects that would occur if the VMT-reducing projects included in the program are implemented.

2.2 BACKGROUND

Traditionally, Level of Service (LOS) has been used as the primary transportation analysis metric under the California Environmental Quality Act (CEQA). However, in 2013 the Legislature passed legislation that ultimately eliminated LOS in most instances as a basis for environmental analysis under CEQA. Senate Bill (SB) 743, which was signed into law in 2013, required the Governor’s Office of Planning and Research (OPR) to develop a new State CEQA guideline to address transportation metrics under CEQA; thus, changing how lead agencies evaluate transportation impacts under CEQA.

Enacted as part of Senate Bill 743 (2013), Public Resources Code (PRC) Section 21099, subdivision (b)(1), directed OPR to prepare, develop, and transmit to the Secretary of the Natural Resources Agency for certification and adoption proposed CEQA Guidelines addressing “criteria for determining the significance of transportation impacts of projects within transit priority areas. Those criteria shall promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses.” Subdivision (b)(2) of PRC Section 21099 further provides that “[u]pon certification of the guidelines by the Secretary of the Natural Resources Agency pursuant to this section, automobile delay, as described solely by level of service or similar measures of vehicular capacity or traffic congestion shall not be considered a significant impact on the environment pursuant to [CEQA], except in locations specifically identified in the guidelines, if any.”

On December 28, 2018, the California Resources Agency certified and adopted updates to the CEQA Guidelines which included the adoption of California Code of Regulations (CCR) Section 15064.3, “Determining the Significance of Transportation Impacts.” Pursuant to CCR Section 15064.3, automobile delay and similar metrics relating to vehicular roadway capacity and traffic congestion were eliminated as the basis for determining significant impacts, effectively being replaced with VMT as the primary metric to identify transportation related impacts under CEQA. This fundamental shift to the manner in which transportation impacts are considered under CEQA has led to the need for the development and application of new VMT-based mitigation strategies and options.

Various strategies are available to mitigate transportation impacts from VMT-inducing projects. Direct mitigation strategies are generally applied either directly at the project site in the form of a Transportation Demand Management (TDM) plan and/or on-site improvements (e.g., bicycle, pedestrian, and transit facility improvements). TDM strategies are methods of reducing VMT by changing travel behavior, and commonly include commute reduction programs such as carpooling, vanpools, and telecommuting options; subsidized transit passes; parking cash-out programs; reductions in on-site parking spaces; on-site bike racks and showers; and providing school bus services. These direct mitigation strategies are generally most effective in areas with higher land use density, a greater diversity of land uses, and where multiple travel modes are available (e.g., walking, bicycling, and taking public transit). Although on-site multi-modal improvements are commonly used to mitigate VMT impacts, the most effective manner to mitigate VMT through the provision of multi-modal facilities is via comprehensive network improvements that would more than likely be located outside of the project site and within the public right-of-way. Therefore, using multi-modal facilities to mitigate VMT related impacts is best done at the programmatic level. Common program-based approaches include:

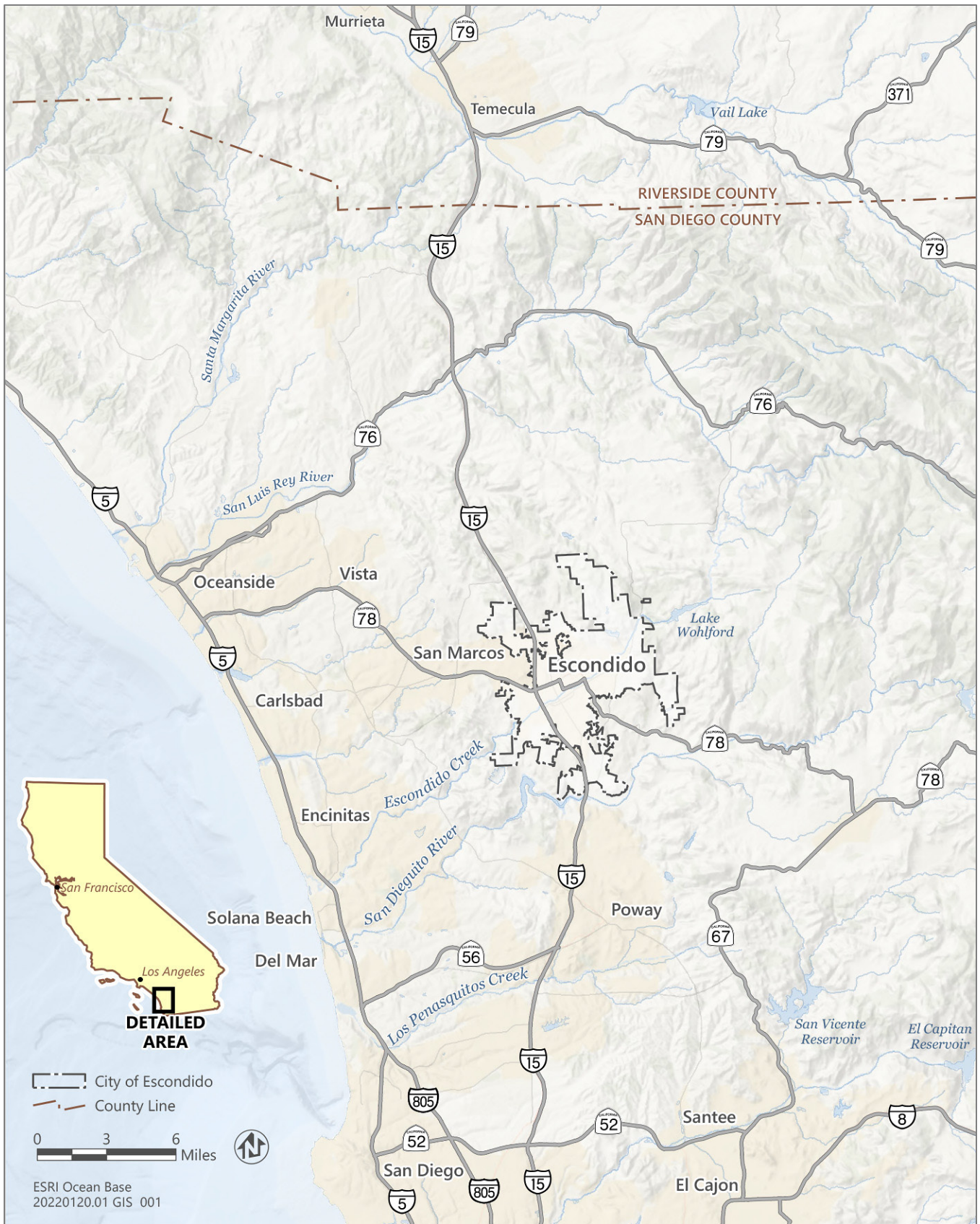
- ▶ **VMT Impact Fee Programs:** This type of program allows a developer to pay a VMT impact fee that goes toward funding a capital improvement program, consisting largely of transit, bicycle, and pedestrian projects.
- ▶ **VMT Exchange Programs:** This type of program allows a developer to offset transportation impacts from a VMT-generating project by implementing an off-site VMT-reducing project.
- ▶ **VMT Mitigation Banks:** This type of program allows a developer to purchase VMT reduction credits that can be applied to fund local, regional, or state-level VMT reduction projects or actions.

The City determined that a VMT exchange program would best fit the needs of Escondido. The City commissioned a technical report, entitled *City of Escondido VMT Exchange Program Documentation* (Fehr & Peers 2022), which provides justification for creating the VMT exchange program, identifies the projects that would be available under the VMT exchange program, and quantifies the VMT reduction that each project would achieve. The technical report identifies early action and future VMT-reducing projects that would be included as part of the City’s overall VMT exchange program. The early action VMT-reducing projects, which would include bicycle, pedestrian, and transit supportive infrastructure and capital improvement projects, are the subject of this IS/proposed ND. In the future, the City may expand the types of VMT-reducing projects included in the program, for example to include trip reduction marketing or an intra-city shuttle, but these future project options would not be included in the initial program. Because these future VMT-reducing projects are not currently proposed for inclusion in the program, they are not reasonably foreseeable, and therefore are not evaluated as part of this IS/proposed ND.

2.3 PROGRAM LOCATION

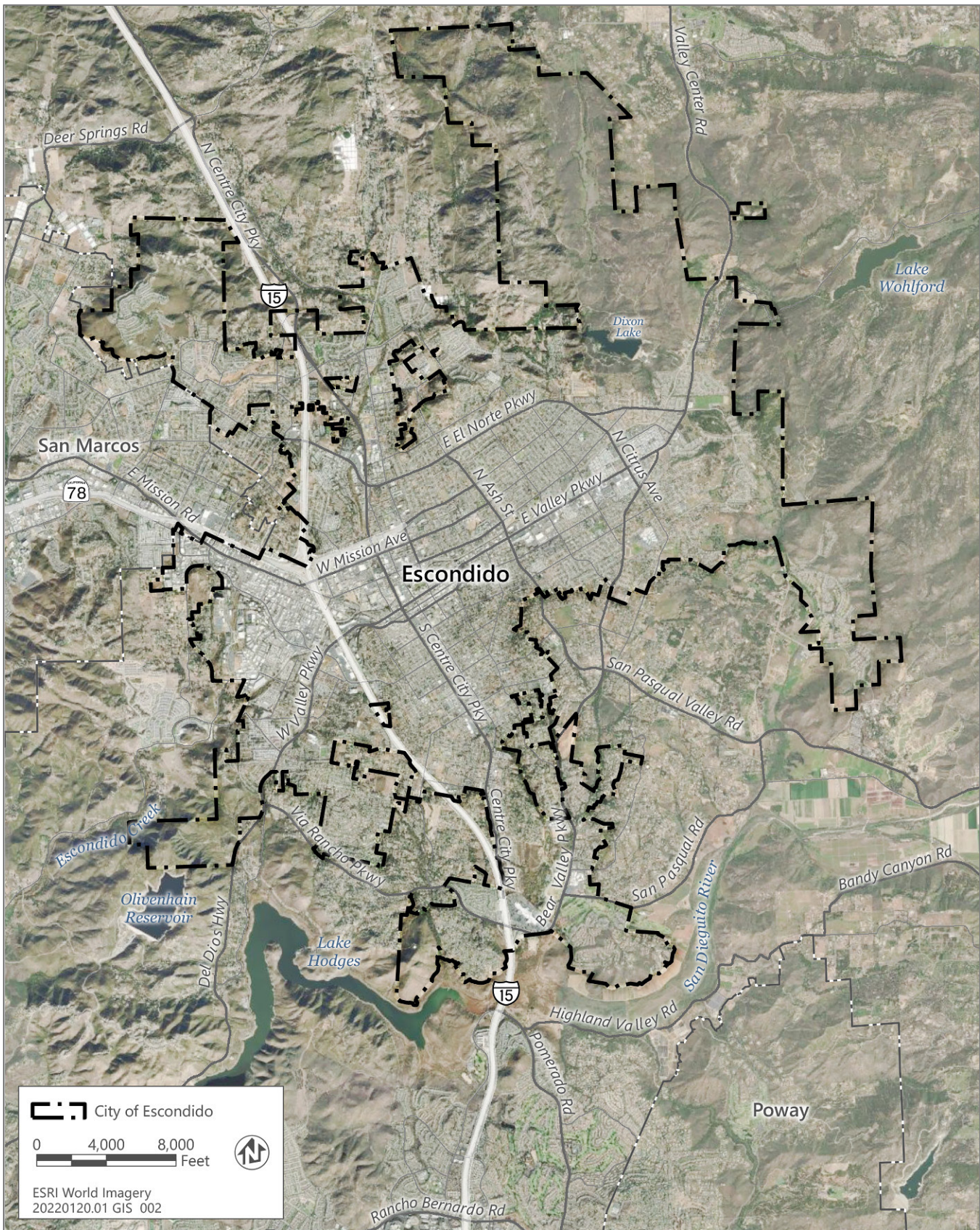
As shown in Figure 2-1, the City of Escondido is located in northern San Diego County, approximately 30 miles north of Downtown San Diego and 18 miles east of the Pacific Ocean. The city includes approximately 37.5 square miles within the incorporated boundary, and approximately 68 square miles within the city’s Sphere of Influence. Escondido is bounded on the north by the unincorporated communities of Valley Center and Hidden Meadows, on the west by the City of San Marcos, on the south by Lake Hodges and the City of San Diego, and on the east by unincorporated San Diego County. Interstate 15 bisects Escondido in a north-south direction and State Route 78 transitions from freeway to surface streets in an east-west direction through the community.

The program area encompasses incorporated areas within Escondido’s city limits, as shown in Figure 2-2. All early action VMT-reducing projects in the program area would be located within developed roadway rights-of-way in the city. Table 2-1 identifies the specific locations of early action VMT-reducing projects that could be selected. The locations of early action sidewalk projects are shown in Figure 2-3 and potential future bicycle facility projects are shown in Figure 2-4. Additional potential future sidewalk and bicycle facility projects will be located within City streets and will be identified in the City’s future Comprehensive Active Transportation Strategy Applicants may choose a VMT-reducing project from Table 2-1. Alternatively, applicants may propose similar VMT-reducing projects at other locations throughout Escondido. These applicant-proposed locations must be reviewed by City Development Services staff and must meet specific criteria to demonstrate that comparable VMT reductions would be achieved. The criteria for applicant-proposed locations are described in more detail in Section 2.4, “Description of the Proposed Program.”



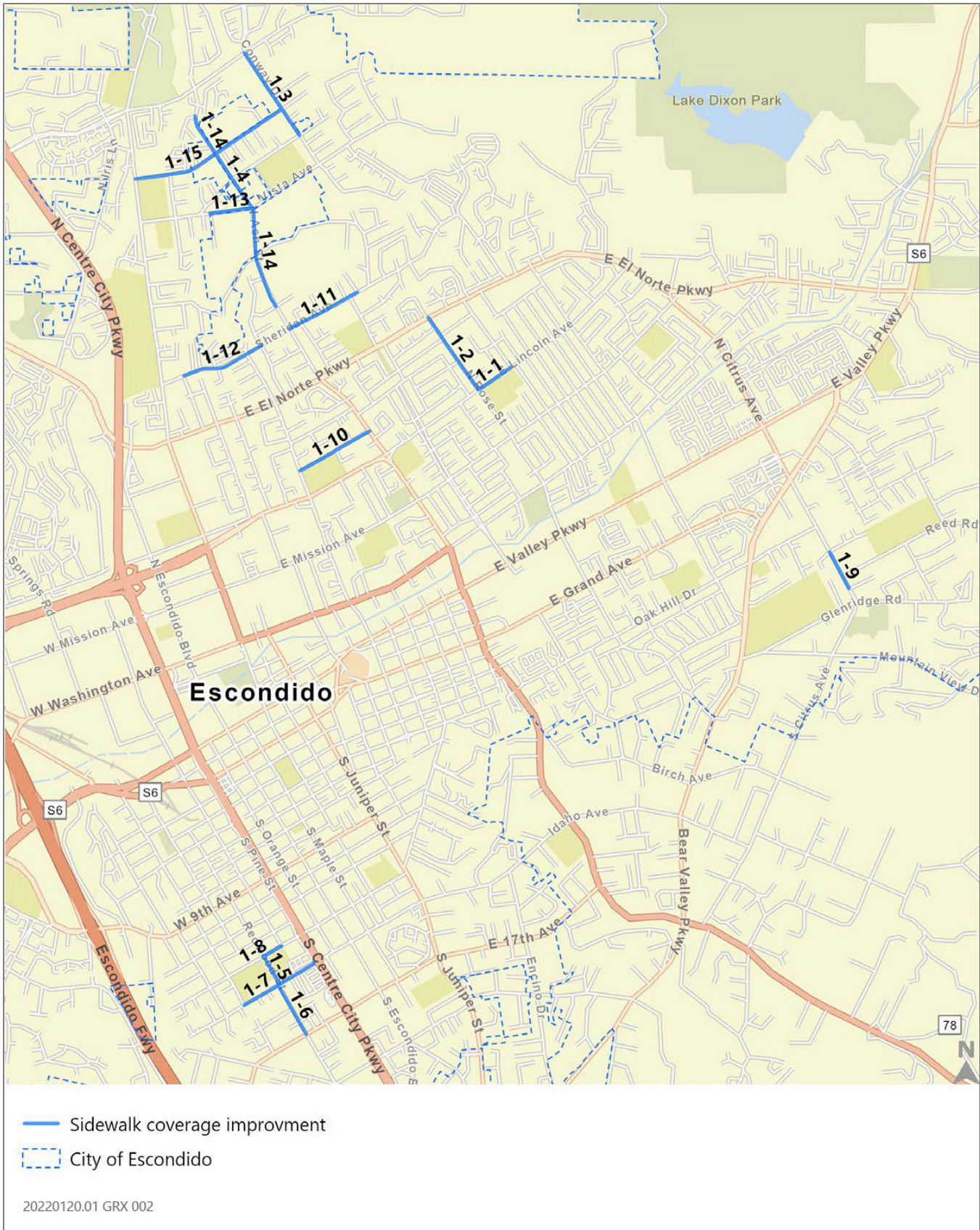
Source: image adapted by Ascent Environmental in 2022.

Figure 2-1 Regional Location



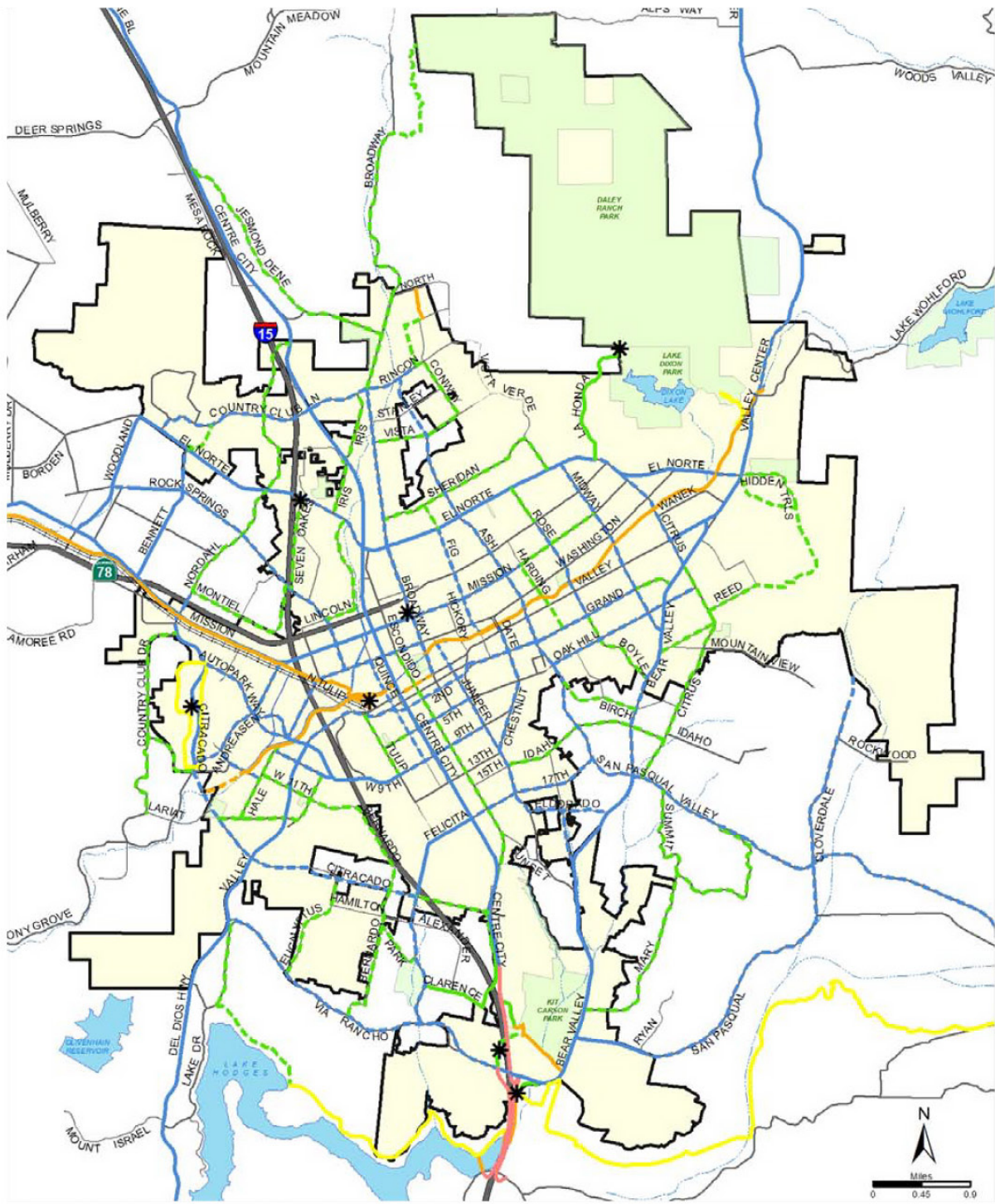
Source: image adapted by Ascent Environmental in 2022.

Figure 2-2 Project Location



Source: image prepared by Fehr & Peers in 2022, adapted by Ascent Environmental in 2022.

Figure 2-3 Early Action Sidewalk Projects



20220120.01 GRX 001

Source: image prepared by the city of Escondido in 2012, adapted by Ascent Environmental in 2022.

Figure 2-4 Existing and Planned Bikeways

2.4 DESCRIPTION OF THE PROPOSED PROGRAM

As required under SB 743, an applicant would perform a transportation VMT analysis to determine if a development project would result in a potentially significant transportation VMT impact under CEQA. If a potentially significant impact under CEQA is identified, an applicant would be required to first identify on-site mitigation measures in consultation with City Development Services staff to reduce the project's VMT. If a significant impact remains after applying on-site mitigation, the applicant would have the option to utilize the program for full or partial mitigation of the impact. The program would consist of projects that applicants can implement in exchange for VMT reductions that can be applied to individual development projects.

As part of the program, the applicant would consult with City Development Services Staff to discuss which VMT-reducing projects could be implemented to reduce VMT impacts. VMT-reducing projects would fall within the following categories: pedestrian network, bicycle network, and transit-supportive improvements. Table 2-1 identifies specific early action VMT-reducing projects that are part of the program. An applicant may select a project from the project list in Table 2-1. Alternatively, applicants may propose VMT-reducing projects at other locations beyond those listed in Table 2-1. However, applicant-proposed locations must be reviewed and approved by City Development Services Staff. VMT-reducing projects would be selected based on feasibility and considering the following conditions, as listed in order of priority:

- a) The VMT-reducing project is near the development project (i.e., within a 0.5-mile travel distance from the development project) and connects the project or existing community to an existing pedestrian, bicycle or transit corridor.
- b) If a VMT-reducing project that meets priority (a), cannot be identified, identify a VMT-reducing project that facilitates bicycle or pedestrian access to a key destination (e.g., park, school, community center, or shopping center) within a 0.5-mile travel distance from the development project.
- c) If a VMT-reducing project that meets priorities (a) and (b), cannot be identified, then expand the geography to citywide, first identifying a VMT-reducing project that connects existing communities to an existing pedestrian, bicycle or transit corridor and then expanding to a VMT-reducing project that facilitates bicycle or pedestrian access to a key destination (e.g., park, school, community center, or shopping center).

Depending on the type of VMT-reducing project (i.e., pedestrian network, bicycle network, and transit-supportive improvements), additional parameters must be met. These parameters are described in Sections 2.4.1 to 2.4.3.

Adoption of the program would not directly result in changes to the physical environment; however, individual VMT-reducing projects would result in improvements to the existing transportation network. Physical improvements would vary depending on the type of VMT-reducing project an applicant selects. In general, physical improvements may include installing new painted or raised crosswalks or mid-block crossings; new painted or raised medians; new curb extensions, curb ramps, pedestrian refuge islands, or other modifications to existing curbs, gutters and drainage inlets; raised intersections; new colored concrete and/or colored pavement; new signage; re-stripped vehicle lanes; new landscaping; new traffic signals; and new rapid rectangular flashing beacons. In addition, physical improvements may include modifying traffic signals (e.g., new phase for people on bikes/walking), repaving the roadway surface (e.g., slurry seal), adding new street lighting, marking new bike lanes or upgrading existing bike lanes, installing new street furniture and amenities at existing bus stops, and implementing similar minor physical improvements. Some of these physical improvements would require limited ground disturbance within existing, developed roadway rights-of-way. Some improvements may require relocating existing above-ground utilities (e.g., powerlines or utility boxes) or stormwater infrastructure (e.g., curb, gutter, and drains).

Table 2-1 VMT Exchange Program – Early Action Project List

| # | Project | Unit | Daily VMT Reduction |
|--|--|---------------------------------------|------------------------------------|
| Pedestrian Network Improvements | | | |
| 1. Increase Sidewalk Coverage | | | |
| 1-1 | Rose Elementary: E. Lincoln Ave between N. Rose St and Thomas Way (North side) | 850 feet | 49 VMT |
| 1-2 | Rose Elementary: N. Rose Street between E. Lincoln Avenue and E. El Norte Parkway (East side) | 1,750 feet | 101 VMT |
| 1-3 | Rincon Middle School: Conway Drive between Rincon Avenue and Lehner Avenue (Both sides) | 3,800 feet | 219 VMT |
| 1-4 | Rincon Middle School: N. Ash Street between Spur Court to the City Limits (Both sides) | 2,250 feet | 130 VMT |
| 1-5 | Felicita Elementary: S. Redwood Street between 13 th Avenue and 15 th Avenue (West side) | 700 feet | 41 VMT |
| 1-6 | Felicita Elementary: S. Redwood Street between 15 th and W. Felicita Avenue (Both sides) | 1,150 feet | 66 VMT |
| 1-7 | Felicita Elementary: 15 th Avenue between Tulip Street and Centre City Parkway (Both sides) | 2,250 feet | 130 VMT |
| 1-8 | Felicita Elementary: 13 th Avenue between S. Redwood Street and South Quince Street (South side) | 400 feet | 23 VMT |
| 1-9 | Hidden Valley Middle School: S. Citrus Avenue between La Ramada Lane and Patterson Road (East side) | 950 feet | 55 VMT |
| 1-10 | Farr Elementary: Farr Avenue between North Ash Street and North Fig Street (North side) | 1,100 feet | 64 VMT |
| 1-11 | Conway Elementary School Sheridan Avenue between N. Ash Street and Fallsview Place (North side) | 950 feet | 55 VMT |
| 1-12 | Escondido High School: Sheridan Avenue between Taft Street and N. Elm Street (Both sides) | 2,100 feet | 121 VMT |
| 1-13 | Calvin Christian School: Vista Avenue between N. Ash Street and Bello Hills Lane (South side) | 920 feet | 53 VMT |
| 1-14 | N. Ash Street between Rincon Avenue and Madison Avenue | Various | 303 VMT per 1 mile of new sidewalk |
| 1-15 | Stanley Avenue between N. Broadway Street and Conway Street | Various | 303 VMT per 1 mile of new sidewalk |
| 1-16 | Other locations | Various | 303 VMT per 1 mile of new sidewalk |
| 2. Improve Existing Pedestrian Infrastructure | | | |
| 2-1 | Intersection HVC | 2 legs striped HVC | 30 VMT |
| | | 4 legs striped HVC | 60 VMT |
| | | 3 legs striped HVC for T-intersection | 45 VMT |
| 2-2 | Intersection Pedestrian Refuge Islands | 2 islands | 30 VMT |
| | | 4 islands | 60 VMT |
| | | 3 islands for T-intersection | 45 VMT |

| # | Project | Unit | Daily VMT Reduction |
|------|---|---|--|
| 2-3 | Intersection Raised Crosswalk ¹ | 2 raised crosswalks | 30 VMT |
| | | 4 raised crosswalks | 60 VMT |
| | | 3 raised crosswalks for T-intersection | 45 VMT |
| 2-4 | Intersection Pedestrian Signal Upgrades (countdown pedestrian heads and accessible pedestrian signals) | 1 intersection upgrade (whole intersection) | 60 VMT per intersection |
| 2-5 | Intersection Curb Ramps (directional ramps preferred) | 1 corner | 8 VMT per corner |
| 2-6 | Install Curb-Extensions (bulb-outs) | 1 intersection approach | 8 VMT per intersection approach (32 VMT maximum) |
| 2-7 | Upgrade Existing or Install New Mid-Block Crossing with HVC and RRFB/PHB (or other pedestrian activated crossing signals) as determined appropriated by the City's Crosswalk Policy | 1 HVC Mid-Block Crossing with RRFB or PHB | 30 VMT per mid-block crossing with RRFB or PHB |
| 2-8 | Mid-Block Crossing Pedestrian Refuge Island and other improvements as determined appropriate by the City's Crosswalk Policy | 1 island | 30 VMT per unit |
| 2-9 | Mid-Block Crossing Raised Crosswalk and other improvements as determined appropriate by the City's Crosswalk Policy | 1 raised crosswalk | 30 VMT per crosswalk |
| 2-10 | Traffic Calming Device (e.g., traffic circles, speed tables, other speed reduction features) as identified in the City's Traffic Management Toolbox ² | Each device | 30 VMT per each device (maximum 60 VMT per block) |
| 2-11 | Other pedestrian improvements may be identified through consultation with City Development Services staff | 1 measure | 30 VMT per measure as reviewed/approved by City Development Services staff |

Bicycle Network Improvements

3. Increase Bicycle Facility Coverage

| | | | |
|-----|---|-------------------------|---------|
| 3-1 | New Class I or Class IV Bikeway | 1 mile (bi-directional) | 107 VMT |
| 3-2 | New Class II Bike Lane | 1 mile (bi-directional) | 71 VMT |
| 3-3 | Upgrade Existing Bicycle Facility (from Class II to Class I or IV; Class III to Class I, II, or IV) | 1 mile (bi-directional) | 36 VMT |

Transit Supportive Improvements

4. Upgrade Bus Stops

| | | | |
|-----|---|-----------|--------|
| 4.1 | Upgrade Existing Bench Stop to Shelter Stop if all NCTD criteria are met ³ | 1 upgrade | 50 VMT |
|-----|---|-----------|--------|

Notes: HVC = High-Visibility Crosswalk; RRFB = Rapid Rectangular Flashing Beacons; PHB = Pedestrian Hybrid Beacon; NCTD = North County Transit District

1. If high-visibility crosswalks are also installed at intersection raised crosswalks, the VMT reduction would not be doubled.

2. <https://www.escondido.org/Data/Sites/1/media/Engineering/TrafficManagementToolbox.pdf>

3. Upgrade must include all required amenities for shelter stops as described in the NCTD Bus Stop Development Handbook (NCTD 2018) guidelines.

Source: Fehr & Peers 2022.

In general, construction activities for each VMT-reducing project would last for approximately one to two weeks and would be completed in the following phases:

- ▶ Demolition (1-2 days): Sawcutting and removing existing hardscape.
- ▶ Grading (1 day): Minor grading, surface preparation, and compaction.
- ▶ Concrete (2-5 days): Placing concrete formwork and reinforcement, placing and finishing concrete, and stripping formwork.
- ▶ Paving (1 day): Installing asphalt concrete pavement.
- ▶ Striping (1 day): Striping and placing signs and pavement markers.

Construction equipment used for VMT-reducing projects may include concrete saws, a backhoe or mini excavator, skip loader, smooth drum roller, and dump truck. Additionally, a striping and paving machine may be required for some bicycle network improvement projects. On average, linear improvements would be completed at a rate of 250 to 350 feet per day.

2.4.1 Pedestrian Network Improvements

The program would include projects to increase sidewalk coverage throughout Escondido, with the objective of increasing access to surrounding land uses by providing new sidewalks, pedestrian ramps, and multi-use paths. Table 2-1 lists City-identified sidewalk projects included in the program, which includes locations near schools and areas of high pedestrian activity. Applicants may propose locations for sidewalk projects other than those listed in Table 2-1; however, the locations must be reviewed by City Development Services Staff to ensure that the locations are comparable to those identified in Table 2-1, result in increased pedestrian activity, and meet one of the conditions described above (a, b, or c), as listed in in order of priority.

The program would also include projects to improve the existing pedestrian network. These projects are intended to encourage people to walk instead of drive by improving the safety and quality of existing pedestrian infrastructure. Projects include the installation of high-visibility crosswalks, pedestrian hybrid beacons, pedestrian signals, mid-block crosswalks, pedestrian refuge islands, speed tables, bulb-outs (i.e., curb extensions), curb ramps, roundabouts and mini-circles, pedestrian-only connections and districts, and planter strips with street trees (minimum 1 mile). Table 2-1 lists City-identified pedestrian network improvement projects included in the program. Applicants may propose other types of pedestrian improvements; however, applicants must demonstrate how the improvements encourage walking. In addition, applicants may need to provide a VMT reduction study to justify the VMT reduction applied, if different from the VMT reduction shown in Table 2-1.

2.4.2 Bicycle Network Improvements

The program would include projects to increase the number of bicycle facilities or quality of existing bicycle facilities. Projects include the construction of new Class I facilities (bike paths that are physically separated from motor vehicle routes and have exclusive right-of-way for bicycles and pedestrians), Class II facilities (marked bicycle lanes within roadways), and Class IV facilities (protected bicycle lane that is separated from motor traffic with a physical barrier). Additionally, projects include upgrading existing bicycle facilities from Class II to Class I or IV facilities, or from Class III to Class I, II, or IV facilities. Applicants may select a location from the bicycle network gaps/opportunities within existing roadway rights-of-way identified in the City *Bicycle Master Plan* (City of Escondido 2012) or other planning document (e.g., General Plan or Specific Plan) if the location is not already funded by a different source. The City may also require the applicant to provide evidence of how the proposed bicycle facility would connect existing bicycle facilities or key destinations, based on the conditions described above (a, b, or c), thus contributing to increased bicycling and reduced VMT.

2.4.3 Transit-Supportive Improvements

Bus services within Escondido are provided generally by North County Transit District (NCTD) with some rapid service provided by MTS. VMT-reducing projects would include the installation of amenities at existing NCTD bus stops, such as lighting, transit route information, bicycle racks and lockers, benches, and shelters to enhance comfort and experience for users of NCTD bus services. Bus shelters would be required to meet the NCTD *Bus Stop Development Handbook* (NCTD 2018) guidelines or receive approval from NCTD. According to NCTD guidelines, bus stops would be required to have a bus stop sign, an ADA-accessible pad, a bench, a shelter, connection to adjacent sidewalks, and a trash receptacle. Recommended and optional amenities include lighting, bicycle racks and lockers, transit route information, landscaping, transit system information, and digital messaging signs. Bus stop locations would be identified through consultation with City and NCTD staff, or selected from the locations identified as NCTD priorities.

2.5 PROGRAM OBJECTIVES

The following objectives have been identified for the program:

- ▶ Provide a list of community-based transportation projects and programs that can be selected to be full or partial mitigation for a transportation VMT impact pursuant to CEQA.
- ▶ Establish a framework that supports the development of facilities and infrastructure to support the City’s future transportation needs.
- ▶ Reduce Citywide VMT to help meet greenhouse gas emission reduction targets identified in the City’s CAP (City of Escondido 2021).

2.6 REQUIRED APPROVALS

The City of Escondido is the CEQA lead agency responsible for considering adoption and implementation of the program. As the lead agency under CEQA, the City is responsible for considering the adequacy of the Initial Study/Negative Declaration before determining if the overall program should be adopted. Table 2-2 summarizes the required approvals.

Table 2-2 Required Approvals

| Approval | Approving Authority |
|---|------------------------|
| Adopt Vehicle Miles Traveled Exchange Program | Escondido City Council |
| Adopt Initial Study/Negative Declaration | Escondido City Council |

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3 ENVIRONMENTAL CHECKLIST

PROJECT INFORMATION

- 1. **Project Title:** Vehicle Miles Traveled Exchange Program
- 2. **Lead Agency Name and Address:** City of Escondido
Planning Division
City Hall, First Floor
201 North Broadway
Escondido, CA 92025
- 3. **Contact Person and Phone Number:** Ivan Flores
(760) 839-4529, iflores@escondido.org
- 4. **Project Location:** City of Escondido
- 5. **Project Sponsor's Name and Address:** Same as Lead Agency
- 6. **General Plan Designation:** Various
- 7. **Zoning:** Various

8. **Description of Project:**

The proposed program is a Vehicle Miles Traveled (VMT) Exchange Program (program) – a voluntary program in which discretionary development applicants can participate to reduce the amount of VMT generated by their projects. The program will also provide applicants with the option to reduce potentially significant VMT impacts identified through the California Environmental Quality Act (CEQA) review process by constructing specified VMT-reducing projects that have been identified by the City. Initially, the program will provide applicants with the option to implement early action exchange program projects, which include pedestrian network, bicycle network, and transit supportive improvements that are located within existing developed rights of way. In the future, the types of projects included in the program may be expanded, for example to include trip reduction marketing or an intra-city shuttle, but these future project options would not be included in the initial program.

If the program is adopted, any VMT-reducing projects that an applicant voluntarily elects to implement would be adopted as mitigation measures in the CEQA environmental review document for the applicable project. The program would require that VMT-reducing projects be completed by the applicant before the impact from the development project occurs. Ongoing monitoring and tracking of the implementation of VMT-reducing projects would be included in the City's annual CAP implementation status report.

9. **Surrounding Land Uses and Setting:**

The City is located in the northern San Diego County (North County), approximately 30 miles north of Downtown San Diego. The City is bounded on the north by the unincorporated communities of Valley Center and Hidden Meadows, on the west by the City of San Marcos, on the south by Lake Hodges and the City of San Diego, and on the east by unincorporated San Diego County.

10. **Other public agencies whose approval is required:**

None

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?

Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21083.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.

In compliance with PRC section 21080.3.1, the City provided formal written notification of the program on September 7, 2022 to Rincon Band of Luiseno Indians, San Luis Rey Band of Mission Indians, San Pasqual Band of Mission Indians, Soboba Band of Luiseno Indians, and Mesa Grande Band of Mission Indians. The San Pasqual Band of Mission Indians requested consultation on September 18, 2022, and the City and Tribe met on October 21, 2022. The Rincon Band of Luiseno Indians requested consultation on October 17, 2022, and the City and Tribe will meet on November 10, 2022. The tribal consultation process is ongoing and will be completed before the Final Initial Study/Negative Declaration is considered by the City Council. The outcome of consultation will be summarized in the Final Initial Study/Negative Declaration. Refer to Section 3.18, "Tribal Cultural Resources," for additional information.

ENVIRONMENTAL EFFECTS REQUIRING AN ENVIRONMENTAL IMPACT REPORT

If one or more boxes are checked for environmental topics below it means that the program would result in at least one "Potentially Significant Impact" as indicated by the checklist on the following pages, and that preparation of an environmental impact report (EIR) is required. If the box is checked for "None" or "None with Mitigation Incorporated" then preparation of an EIR is not required, and a negative declaration or mitigated negative declaration may be prepared.

- | | | |
|--|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forest Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Energy |
| <input type="checkbox"/> Geology / Soils | <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards / Hazardous Materials |
| <input type="checkbox"/> Hydrology / Water Quality | <input type="checkbox"/> Land Use / Planning | <input type="checkbox"/> Mineral Resources |
| <input type="checkbox"/> Noise | <input type="checkbox"/> Population / Housing | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Recreation | <input type="checkbox"/> Transportation | <input type="checkbox"/> Tribal Cultural Resources |
| <input type="checkbox"/> Utilities / Service Systems | <input type="checkbox"/> Wildfire | <input type="checkbox"/> Mandatory Findings of Significance |
| | <input checked="" type="checkbox"/> None | <input type="checkbox"/> None with Mitigation Incorporated |

DETERMINATION (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- I find that the proposed project could not have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.
- I find that although the proposed project **COULD** have a significant effect on the environment, there **WILL NOT** be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A **MITIGATED NEGATIVE DECLARATION** will be prepared.
- I find that the proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.
- I find that the proposed project **MAY** have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier **EIR** or **NEGATIVE DECLARATION** pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier **EIR** or **NEGATIVE DECLARATION**, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature Ivan Flores

Date 10/24/22

Printed Name Ivan Flores

Title Associate Planner

Agency City of Escondido

EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
4. "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
9. The explanation of each issue should identify:
 - a) the significance criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significance.

3.1 AESTHETICS

| ENVIRONMENTAL ISSUES | Potentially Significant Impact | Less Than Significant with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------|--|-------------------------------------|--------------------------|
| I. Aesthetics. | | | | |
| Except as provided in Public Resources Code section 21099 (where aesthetic impacts shall not be considered significant for qualifying residential, mixed-use residential, and employment centers), would the program: | | | | |
| a) Have a substantial adverse effect on a scenic vista? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage points.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

3.1.1 Environmental Setting

The City of Escondido is characterized by hills and mountains surrounding an open valley bisected by Escondido Creek. The hillsides and ridges are considered visually prominent in views from the valley floor. The natural setting of the city provides many opportunities for views from surrounding higher elevations. Other scenic natural features located throughout the city include creeks and riparian areas, rock outcroppings, and lakes. The city includes several large areas of open space that showcase these scenic resources, including parks, Multiple Habitat Conservation Program (MHCP) lands, and other designated conservation areas. These dramatic features are characteristics that distinguish Escondido from other areas in the region. The community derives its name, "hidden valley", from the ring of mountains which rise 1,500 feet above the valley floor. Escondido includes a historic downtown and urban core area. The urbanized core surrounds downtown within the "valley floor" of Escondido (City of Escondido 2012a; City of Escondido 20212b).

There are no state designated scenic highways or corridors within the program area (Caltrans 2019). However, the City has designated several scenic roadways including Interstate 15 (I-15), segments of Del Dios Highway, Via Rancho Parkway, Bear Valley Parkway, Valley Parkway, Lake Wohlford Road, South Citrus Avenue, and San Pasqual Valley Road (City of Escondido 2012b: 4.1-7)

Light and glare conditions within developed portions of the program area are typical of those associated with urban uses. The main sources of daytime glare in the program area are from sunlight reflecting from structures with reflective surfaces such as windows, and from vehicles on major roadways. Nighttime lighting is prevalent throughout the city along roadways, parking lots, building perimeters and within residential areas. The urban core of the City currently generates substantial nighttime light from signs, street lights and traffic lights, and security lighting. Nighttime light is reduced toward the northern and eastern edges of the planning area. The residential neighborhoods outside of the urban core utilize less lighting than the commercial and retail centers in the City's

downtown. The large open spaces on the edge of the City, such as Lake Wohlford and Daley Ranch, generate very little light for security purposes (City of Escondido 2012b: 4.1-14).

3.1.2 Discussion

a) Have a substantial adverse effect on a scenic vista?

Less than significant. Adoption of the program would not directly result in changes to the physical environment; however, VMT-reducing projects would result in short-term construction and long-term changes to the physical environment. Implementation of the program would result in improvements to the City's existing pedestrian, bicycle, and transit network within existing roadway rights-of-way. Specific types of VMT-reducing projects include increasing sidewalk coverage; improving existing pedestrian infrastructure (e.g., adding new crosswalks, refuge islands, signals, curb ramps, curb-extensions, mid-block crossings, and traffic calming devices); adding new bicycle facilities or upgrading existing bicycle facilities; and upgrading existing bus stops to shelter stops. These improvements would be implemented at or near grade level of existing roadways; would not involve substantial grading or earthwork with potential to alter landforms; and would not introduce new features with substantial height, bulk, or massing that could block or impede existing scenic vistas. In addition, the VMT-reducing projects would be located in already disturbed, urbanized areas where existing transportation infrastructure (e.g., paved roadways, sidewalks, parking lots) and urban development (e.g., buildings, pavement, ornamental landscaping) are predominant.

The activities involved in constructing VMT-reducing projects would introduce visual elements to public viewsheds, including heavy equipment, stored materials, and fencing. Construction activities would vary depending on the type of VMT-reducing project, but may involve removing existing pavement; repaving roadway surfaces; painting or restriping pavement; modifying curbs; laying concrete, and installing traffic signals, lighting, landscaping, street furniture, and other amenities. Some of these improvements may require limited ground disturbance. Construction activities would be short-term and temporary, and would typically not involve equipment of substantial height, bulk, or massing that would alter existing scenic vistas. Following the construction period, construction equipment and materials would be removed from the program area. Therefore, construction-related effects on scenic vistas would not be substantial.

Thus, for all of the foregoing reasons, implementation of VMT-reducing projects under the program would not result in a substantial adverse effect on a scenic vista. This impact is less than significant.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

Less than significant. Of the VMT-reducing projects that could be implemented as part of the program (listed in Table 2-1), one project (#1-9) would occur on a City-designated scenic roadway. This project would involve the addition of sidewalks on the east side of South Citrus Avenue between La Ramada Lane and Patterson Road (near Hidden Valley Middle School). Additionally, applicants may propose VMT-reducing projects at other locations throughout Escondido, which may include City-designated scenic roadways.

Construction associated with VMT-reducing projects would introduce heavy equipment, staged materials, and fencing within City-designated scenic roadways. However, construction activities would be short-term and temporary. Additionally, construction activities would be limited to disturbed areas within roadway rights-of-way where no scenic resources are present. Furthermore, construction activities would adhere to the City of Escondido Municipal Code (EMC) Section 33-1062, which outlines best management practices (BMPs) regarding trash and debris, erosion control, and perimeter control. Thus, construction associated with VMT-reducing projects would not result in substantial damage to scenic resources along City-designated scenic roadways.

As discussed in Section 3.1.2(a), VMT-reducing projects would include improvements to the City's existing pedestrian, bicycle, and transit network. These improvements would be implemented at or near grade level of existing roadways; would not involve substantial grading or earthwork with potential to alter landforms; and would not introduce new features with substantial height, bulk, or massing that could substantially damage scenic resources. In addition, the

VMT-reducing projects would be located in already disturbed, urbanized areas where existing transportation infrastructure is present. For all of the foregoing reasons, implementation of VMT-reducing projects under the program would not substantially damage scenic resources. This impact is less than significant.

c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage points.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

Less than significant. The VMT-reducing projects listed in Table 2-1 are located in urbanized areas within the city of Escondido. Additionally, applicants may propose VMT-reducing projects at other locations throughout Escondido, which would be within roadway rights-of-way in urbanized areas. Therefore, the following analysis evaluates the potential for VMT-reducing projects that would be implemented as part of the program to conflict with applicable zoning and other regulations governing scenic quality.

The Resource Conservation Element of the City's General Plan includes policies to protect visual resources that provide aesthetic value to the city and contribute to the city's identity. Scenic resources of importance to the city include natural landforms, such as hillsides and ridgelines. Additional scenic resources include human-made buildings, structures, sites, and landscapes of cultural significance. The Escondido Zoning Ordinance (EMC Chapter 33) contains several articles that pertain to the protection of aesthetic character and scenic resources, including the following:

- ▶ Article 5, "Open Space Development Standards," establishes standards for the development of lands identified as having open space value to the community, such as slopes greater than 15 percent, vegetation conservation areas, and natural drainage courses.
- ▶ Article 35, "Outdoor Lighting," includes requirements intended to minimize outdoor light pollution and glare.
- ▶ Article 40, "Historical Resources," includes requirements for any new construction or alteration that would affect the exterior appearance of a historical resource.
- ▶ Article 55, "Grading and Erosion Control," includes requirements to ensure that development occurs in a manner that protects the natural and topographic character and identity of the environment and the visual integrity of hillsides and ridgelines.

Additionally, the City's *Design Standards and Standard Drawings* provide guidance for the design of all development and construction in the city. These standards apply to public improvements on streets and roadways fronting development projects and other offsite improvements, and include requirements related to sidewalks, street lights, traffic signals, street striping, street signs, landscaping, and bus stops (City of Escondido 2014).

VMT-reducing projects that would be implemented as part of the program would include improvements to the City's existing pedestrian, bicycle, and transit network. These projects would be located within roadway rights-of-way where existing transportation infrastructure is present. Improvements would be implemented at or near grade level of existing roadways and would not involve substantial grading or earthwork with potential to alter landforms. In addition, these projects would not introduce new features with substantial height, bulk, or massing that could block or impede views of scenic resources. As discussed further in Section 3.1.2(d) below, these projects would not include substantial new lighting or surfaces that would contribute to outdoor light pollution or glare. Additionally, as discussed further in Section 3.5.2(a), VMT-reducing projects would not involve construction that would affect the integrity of historic resources. Furthermore, VMT-reducing projects would be reviewed and approved by the City Engineer to ensure compliance with the City's *Design Standards and Standard Drawings* (City of Escondido 2014). Therefore, VMT-reducing projects would not conflict with policies in the City's General Plan or applicable zoning regulations governing scenic quality.

As described in Section 3.1.2(a), construction associated with VMT-reducing projects would introduce visual elements to public viewsheds, including heavy equipment, stored materials, and fencing. However, construction activities would

be short-term and temporary; would not involve equipment of substantial height, bulk, or massing; and would comply with applicable City regulations governing construction activities. Following the construction period, construction equipment and materials would be removed from the program area. Therefore, construction activities would not conflict with policies in the City's General Plan or applicable zoning regulations governing scenic quality.

Based on the above discussion, implementation of VMT-reducing projects under the program would not conflict with applicable zoning and other regulations governing scenic quality. This impact is less than significant.

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Less than significant. The following sections describe the potential for the VMT-reducing projects that would be implemented as part of program to create substantial new sources of light and glare.

Light

As discussed in Section 3.1.2(a), VMT-reducing projects would include improvements to the City's existing pedestrian, bicycle, and transit network. As listed in Table 2-1, these improvements would include new pedestrian activated crossing signals (e.g., rapid rectangular flashing beacons and pedestrian hybrid beacons), new lighting at bus shelters, and upgraded pedestrian signals. These VMT-reducing projects would introduce new permanent light sources to the program area. The installation of permanent lighting would adhere to EMC Article 35, which governs outdoor lighting and includes requirements to minimize glare, light trespass, and artificial skyglow. Additionally, the City's outdoor lighting ordinance requires the use of the minimum amount of light to meet lighting criteria, proper shielding to prevent spillover, and the use of low-pressure sodium, narrow-spectrum light emitting diodes (LED) or equivalent light fixtures. Furthermore, VMT-reducing projects would be located in generally lit areas, characteristic of a typical urban environment. Thus, operation of VMT-reducing projects would not create a new source of substantial light that would adversely affect day or nighttime views in the area.

In accordance with EMC Section 17.234(a-e), construction activities would be limited to Monday through Friday between 7:00 a.m. and 6:00 p.m., or on Saturdays between 9:00 a.m. and 5:00 p.m. Therefore, no nighttime lighting is anticipated during construction, unless a variance has been obtained in advance from the City manager. In the event that nighttime construction is approved by the City manager, nighttime lighting would be directed on-site and away from adjacent light-sensitive receptors, such as residences, hotels, and hospitals. The introduction of light sources from construction activities would be short-term and temporary. Thus, construction activities would not create a new source of substantial light that would adversely affect day or nighttime views in the area.

Glare

As discussed in Section 3.1.2(a), VMT-reducing projects would include improvements to the City's existing pedestrian, bicycle, and transit network. Upgraded bus shelters may be fabricated with reflective materials such as glass, stainless steel, or aluminum; however, these materials would be coated with non-glare finishes. Bus shelters may also be equipped with photovoltaic panels as a power source for LED lighting and digital messaging signs; however, solar panels would be directed upward and out of the line-of-sight for motorists, pedestrians, bicyclists, and adjacent land uses. Any new sources of glare would be minimal and characteristic of a typical urban environment. Thus, operation of VMT-reducing projects would not create a new source of substantial glare that would adversely affect day or nighttime views in the area.

Construction associated with VMT-reducing projects could introduce glare from windshields of vehicles and construction equipment. The introduction of glare sources from construction activities would be minor, short-term, and temporary. Thus, construction activities would not create a new source of substantial glare that would adversely affect day or nighttime views in the area.

Summary

Based on the above discussion, implementation of VMT-reducing projects under the program would not create new sources of substantial light or glare. This impact is less than significant.

3.2 AGRICULTURE AND FOREST RESOURCES

| ENVIRONMENTAL ISSUES | Potentially Significant Impact | Less Than Significant with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|--------------------------------|--|------------------------------|-------------------------------------|
| II. Agriculture and Forest Resources. | | | | |
| <p>In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997, as updated) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland.</p> <p>In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.</p> <p>Would the program:</p> | | | | |
| a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Conflict with existing zoning for agricultural use or a Williamson Act contract? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Result in the loss of forest land or conversion of forest land to non-forest use? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

3.2.1 Environmental Setting

Most of the program area is urbanized, specifically areas near I-15 and State Route 78 (SR 78). Very few existing agricultural operations exist within the program area. Of the existing agricultural operations identified in the 2012 *Escondido General Plan Update, Downtown Specific Plan Update, and Climate Action Plan Environmental Impact Report* (General Plan EIR), only the Watson Farms Llama Ranch, located on 1984 Greenview Road, is within the program area (City of Escondido 2012b).

The California Department of Conservation (DOC) Farmland Monitoring and Mapping Program (FMMP) produces maps and statistical data to analyze impacts on agricultural resources. FMMP classifies different agricultural land categories based on soil quality and suitability for agricultural uses including Prime Farmland, Unique Farmland, Farmland of Statewide Importance, Grazing Land, and Urban and Built-Up Land. Most of the program area is

classified as Urban and Built-Up Land. Smaller areas of Farmland of Local Importance and Unique Farmland are scattered around the periphery of the program area. Small areas of Grazing Land are found in the western portion of the city, in the Rancho San Pasqual and Valley View specific plan areas (City of Escondido 2012b).

The Williamson Act was passed in 1965 to preserve agricultural and open space lands by discouraging premature and unnecessary conversion to urban uses. The Williamson Act enables local governments to enter into contracts with private landowners for the purpose of restricting specific parcels of land to agricultural or related open space use. There are three parcels of Williamson Act Contract lands within the program area (City of Escondido 2012b).

There are no lands currently used for timber production or management in the program area. No lands within the program area have a zoning designation for timberland or forest land. The City has approximately 4,734 acres of forest resources under its jurisdiction, which include coast live oak woodland and Engelmann oak woodland habitat near Daley Ranch and Lake Wohlford (City of Escondido 2012b).

3.2.2 Discussion

a) **Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?**

and

b) **Conflict with existing zoning for agricultural use or a Williamson Act contract?**

No impact. VMT-reducing projects that would be implemented as part of the program would include improvements to the City's existing pedestrian, bicycle, and transit network. The locations of VMT-reducing projects are identified in Table 2-1; however, applicants may propose VMT-reducing projects at other locations throughout Escondido. VMT-reducing projects would generally be located in urbanized areas that are within 0.5-mile travel distance of a proposed development project and in proximity to key destinations (e.g., existing parks, schools, community centers, or shopping centers). Additionally, the locations for VMT-reducing projects would be limited to disturbed areas within existing roadway rights-of-way that are classified as Urban and Built-Up Land and are not being used for agricultural production or enrolled in a Williamson Act contract. Therefore, implementation of VMT-reducing projects under the program would not convert Prime Farmland, Unique Farmland, Farmland of Statewide Importance to non-agricultural use; conflict with existing zoning for agricultural use; or breach the conditions of a Williamson Act contract. No impact would occur.

c) **Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?**

and

d) **Result in the loss of forest land or conversion of forest land to non-forest use?**

No impact. There are no lands currently used for timber production or management in the program area and no lands that have a zoning designation for timberland or forest land. Therefore, VMT-reducing projects that would be implemented as part of the program would not conflict with existing zoning or cause rezoning any forest land, timberland, or timber land zoned for timberland production. Additionally, VMT-reducing projects would not result in the loss of forest land or conversion of forest land to non-forest use. No impact would occur.

- e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?

No impact. As described in Section 3.2.2(a), VMT-reducing projects would be in urbanized areas and would generally be within a 0.5-mile travel distance of a proposed development project and in proximity to key destinations (e.g., existing parks, schools, community centers, or shopping centers). Additionally, the locations for VMT-reducing projects would be limited to disturbed areas within existing roadway rights-of-way that do not support forest or agricultural uses. Therefore, implementation of VMT-reducing projects under the program would not result in changes to the existing environment that could result in the conversion of farmland to non-agricultural use or conversion of forest land to non-forest use. No impact would occur.

3.3 AIR QUALITY

| ENVIRONMENTAL ISSUES | Potentially Significant Impact | Less Than Significant with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|---|--|-------------------------------------|--------------------------|
| III. Air Quality. | | | | |
| Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied on to make the following determinations. | | | | |
| Are significance criteria established by the applicable air district available to rely on for significance determinations? | | | | |
| | <input checked="" type="checkbox"/> Yes | | <input type="checkbox"/> No | |
| Would the program: | | | | |
| a) Conflict with or obstruct implementation of the applicable air quality plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) Expose sensitive receptors to substantial pollutant concentrations? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

3.3.1 Environmental Setting

The City of Escondido is in the San Diego Air Basin (SDAB), which encompasses San Diego County and is under the jurisdiction of San Diego County Air Pollution Control District (SDAPCD). Regional and local air quality in the SDAB is affected by topography, dominant airflows, location, and season. The SDAB is bounded by the Pacific Ocean to the west and high mountain ranges to the east, which inhibit the dispersal of pollutants to the east. The region is characterized by warm dry summers and mild winters, and rainfall averages approximately 9 to 14 inches annually. During fall, the region often experiences dry, warm easterly winds, called the Santa Ana winds, which raise temperatures and lower humidity. Two types of high-pressure cells, called subsidence and radiation inversions, affect air quality in the SDAB and trap the dispersion of pollutants, resulting in temporary degradation of air quality (City of Escondido 2012a).

CRITERIA AIR POLLUTANTS

Concentrations of emissions from criteria air pollutants (i.e., the most prevalent air pollutants known to be harmful to human health) are used to indicate the quality of the ambient air. Criteria air pollutants include ozone, carbon monoxide (CO), nitrogen dioxide (NO₂), sulfur dioxide (SO₂), respirable and fine particulate matter (PM₁₀ and PM_{2.5}), and lead. The sources of criteria air pollutants and their respective acute and chronic health impacts are described in Table 3-1.

Table 3-1 Sources and Health Effects of Criteria Air Pollutants

| Pollutant | Sources | Acute ¹ Health Effects | Chronic ² Health Effects |
|---|--|---|--|
| Ozone | Secondary pollutant resulting from reaction of ROG and NO _x in presence of sunlight. ROG emissions result from incomplete combustion and evaporation of chemical solvents and fuels; NO _x results from the combustion of fuels | Increased respiration and pulmonary resistance; cough, pain, shortness of breath, lung inflammation | Permeability of respiratory epithelia, possibility of permanent lung impairment |
| Carbon monoxide (CO) | Incomplete combustion of fuels; motor vehicle exhaust | Headache, dizziness, fatigue, nausea, vomiting, death | Permanent heart and brain damage |
| Nitrogen dioxide (NO ₂) | Combustion devices (e.g., boilers, gas turbines) and mobile and stationary reciprocating internal combustion engines | Coughing, difficulty breathing, vomiting, headache, eye irritation, chemical pneumonitis or pulmonary edema; breathing abnormalities, cough, cyanosis, chest pain, rapid heartbeat, death | Chronic bronchitis, decreased lung function |
| Sulfur dioxide (SO ₂) | Coal and oil combustion, steel mills, refineries, and pulp and paper mills | Irritation of upper respiratory tract, increased asthma symptoms | Insufficient evidence linking SO ₂ exposure to chronic health impacts |
| Respirable particulate matter (PM ₁₀), Fine particulate matter (PM _{2.5}) | Fugitive dust, soot, smoke, mobile and stationary sources, construction, fires and natural windblown dust, and formation in the atmosphere by condensation and/or transformation of SO ₂ and ROG | Breathing and respiratory symptoms, aggravation of existing respiratory and cardiovascular diseases, premature death | Alterations to the immune system, carcinogenesis |
| Lead | Metal processing | Reproductive/developmental effects in fetuses and children | Numerous effects including neurological, endocrine, and cardiovascular effects |

¹ "Acute" refers to effects of short-term exposures to criteria air pollutants, usually at fairly high concentrations.

² "Chronic" refers to effects of long-term exposures to criteria air pollutants, usually at lower, ambient concentrations.

Notes: NO_x = oxides of nitrogen; ROG = reactive organic gases.

Sources: EPA 2022.

TOXIC AIR CONTAMINANTS

Toxic air contaminants (TACs), also called hazardous air pollutants, are a defined set of airborne pollutants that may pose a present or potential hazard to human health. A TAC is defined as an air pollutant that may cause or contribute to an increase in mortality or in serious illness, or that may pose a hazard to human health. TACs are separated into carcinogens and non-carcinogens based on the nature of the physiological effects associated with exposure to the pollutant. Carcinogens are assumed to have no safe threshold below which health impacts would not occur.

According to the *California Almanac of Emissions and Air Quality* (CARB 2013), the majority of the estimated health risks from TACs can be attributed to relatively few compounds, the most important being diesel particulate matter (diesel PM). Diesel PM differs from other TACs in that it is not a single substance, but rather a complex mixture of hundreds of substances. Although diesel PM is emitted by diesel-fueled internal combustion engines, the composition of the emissions varies depending on engine type, operating conditions, fuel composition, lubricating oil, and whether an emissions control system is being used. In addition to diesel PM, the TACs for which data are available that pose the greatest existing ambient risk in California are benzene, 1,3-butadiene, acetaldehyde, carbon tetrachloride, hexavalent chromium, para-dichlorobenzene, formaldehyde, methylene chloride, and perchloroethylene.

ODORS

Odors are generally regarded as an annoyance rather than a health hazard. However, manifestations of a person's reaction to foul odors can range from psychological (e.g., irritation, anger, or anxiety) to physiological (e.g., circulatory and respiratory effects, nausea, vomiting, and headache). Odor sources of concern can include wastewater treatment plants, landfills and composting facilities, petroleum refineries, chemical manufacturing plants, painting/coating operations, and food processing facilities.

SENSITIVE RECEPTORS

Sensitive receptors are generally considered to include those land uses where exposure to pollutants could result in health-related risks to sensitive individuals, such as children or the elderly. Residential dwellings, schools, childcare facilities, hospitals, playgrounds, and similar facilities are of primary concern because of the presence of individuals particularly sensitive to pollutants and/or the potential for increased and prolonged exposure of individuals to pollutants.

FEDERAL AND STATE AMBIENT AIR QUALITY STANDARDS

The U.S. Environmental Protection Agency (EPA) has been charged with implementing national air quality programs. EPA's air quality mandates are drawn primarily from the federal Clean Air Act (CAA), which was enacted in 1970 and most recently amended by Congress in 1990. The CAA required EPA to establish the National Ambient Air Quality Standards (NAAQS) for the following criteria air pollutants: ozone, CO, NO₂, SO₂, PM₁₀, PM_{2.5}, and lead. The CAA also requires each state to prepare a state implementation plan (SIP) for attaining and maintaining the NAAQS. The federal CAA Amendments of 1990 added requirements for states with nonattainment areas to revise their SIPs to incorporate additional control measures to reduce air pollution. Individual SIPs are modified periodically to reflect the latest emissions inventories, planning documents, and rules and regulations of the air basins as reported by their jurisdictional agencies.

The California Air Resources Board (CARB) is the agency responsible for coordination and oversight of State and local air pollution control programs in California and for implementing the California Clean Air Act (CCAA). The CCAA, which was adopted in 1988, required CARB to establish its own California Ambient Air Quality Standards (CAAQS). CARB has established CAAQS for sulfates, hydrogen sulfide, vinyl chloride, visibility-reducing particulate matter, and the above-mentioned criteria air pollutants. In most cases, the CAAQS are more stringent than the NAAQS.

The SDAB is currently designated as nonattainment for ozone with respect to the NAAQS and designated as nonattainment for ozone, PM₁₀, and PM_{2.5} with respect to the CAAQS (SDAPCD n.d.).

SAN DIEGO COUNTY AIR POLLUTION CONTROL DISTRICT

SDAPCD is the agency responsible for regulating sources of air pollution within San Diego county and the SDAB to protect public health and welfare through the administration of federal and State air quality laws and policies. SDAPCD is responsible for monitoring air pollution, preparing the San Diego County portion of the SIP, and developing and implementing rules and regulations.

SDAPCD also develops air quality plans to identify the pollution control measures needed to expeditiously attain and maintain air quality standards. In response to the federal nonattainment designation for the 8-hour ozone standard, SDAPCD prepared the *2008 Eight-Hour Ozone Attainment Plan for San Diego County* and the *2008 Eight-Hour Ozone Reasonably Available Control Technology Demonstration for San Diego County*, which identify control measures and rules implementing "reasonably available control technology" necessary to bring the SDAB into attainment (SDAPCD 2016a; SDAPCD 2016b). These documents were submitted to the EPA through CARB for approval as part of the San Diego County portion of the SIP for attaining and maintaining the 2008 eight-hour ozone standard. SDAPCD subsequently prepared the *2020 Plan for Attaining the National Ambient Air Quality Standards for Ozone in San Diego County* and the *2020 Reasonably Available Control Technology Demonstration for the National Ambient Air Quality*

Standards for Ozone in San Diego County to demonstrate how the region will further reduce air pollutant emissions in order to attain the current NAAQS for ozone in the future (SDAPCD 2020a, SDAPCD 2020b). These documents were submitted to the EPA as a revision to the San Diego County portion of the SIP for attaining the 2008 and 2015 eight-hour ozone standards.

In compliance with the CCAA, SDAPCD has also developed the *2016 Revision of the Regional Air Quality Strategy for San Diego County* (RAQS) to address ozone (SDAPCD 2016c). The RAQS is currently being updated to reflect more recent information on air quality, emission trends, and new feasible control measures.

SAN DIEGO COUNTY

Neither the City of Escondido nor SDAPCD have adopted CEQA thresholds of significance for assessing air quality impacts. However, the County of San Diego Planning & Development Services department has prepared the *Guidelines for Determining Significance, Air Quality*, which present screening level thresholds (SLTs) of significance for regional air pollutant emissions (County of San Diego 2007). The County's air quality SLTs were developed based on SDAPCD stationary source trigger levels (Rule 20.2 and Rule 20.3) and are tied to achieving or maintaining attainment designations with the NAAQS and CAAQS. Supportive of the NAAQS and CAAQS, the County's SLTs are scientifically substantiated, numerical mass emissions levels of criteria air pollutants considered to be protective of human health. A project with emissions rates below these thresholds, shown in Table 3-2, is considered to have a less-than-significant impact on regional and local air quality and would avoid the impacts on human health identified in Table 3-1.

Table 3-2 County of San Diego Screening-Level Thresholds for Air Quality Impact Analysis

| Pollutant | Mass Daily Thresholds (lbs/day) |
|---|---------------------------------|
| Respirable particulate matter (PM ₁₀) | 100 |
| Fine particulate matter (PM _{2.5}) | 55 |
| Oxides of nitrogen (NO _x) | 250 |
| Oxides of sulfur (SO _x) | 250 |
| Carbon monoxide (CO) | 550 |
| Lead and lead compounds | 3.2 |
| Volatile organic compounds (VOCs) | 75 |

Notes: lbs/day = pounds per day
 Source: County of San Diego 2007.

3.3.2 Discussion

a) Conflict with or obstruct implementation of the applicable air quality plan?

Less than significant. The emission inventories used to develop the applicable air quality attainment plans (i.e., *2020 Plan for Attaining the National Ambient Air Quality Standards for Ozone in San Diego County*, *2020 Reasonably Available Control Technology Demonstration for the National Ambient Air Quality Standards for Ozone in San Diego County*, and *2016 Revision of the Regional Air Quality Strategy for San Diego County*) are based primarily on projected population and employment growth and VMT for SDAB. These projections are based, in part, on the planned growth identified in regional and local plans. Therefore, projects that would result in increases in population or employment growth beyond that projected in regional or local plans could result in increases in VMT above those forecasted in the attainment plans, further resulting in mobile source emissions that could conflict with or obstruct implementation of air quality planning efforts for the SDAB. An increase in VMT beyond that projected in applicable air quality plans generally would be considered to have a significant adverse incremental effect on the SDAB's ability to attain or maintain State and federal ambient air quality standards. The analysis below focuses on whether the program would increase population, employment, or VMT above planned levels.

VMT-reducing projects that would be implemented as part of the program would include improvements to the City's existing pedestrian, bicycle, and transit network. These improvements would not induce population growth directly or indirectly because they do not propose new housing and do not propose changes to policies or regulations related to land use or residential zoning. Rather, as shown in Table 2-1, VMT-reducing projects are anticipated to reduce vehicle trips. The VMT reductions would vary depending on the type and length of improvements. Therefore, implementation of the program would not result in an increase in VMT relative to projections included in applicable air quality plans. Furthermore, VMT reductions would improve overall air quality in the SDAB by reducing mobile-source emissions of criteria air pollutants. The effects associated with the reduction of air pollutant emissions in the SDAB would be beneficial.

Construction associated with VMT-reducing projects could result in a temporary increase in the number of construction workers in the program area. These types of projects would be considered small construction projects, which would not require a large construction crew or generate substantial vehicle trips. Furthermore, construction workers would likely be sourced from the San Diego region. Permanent, substantial relocation of workers would not be required. Therefore, construction activities associated with VMT-reducing projects would not result in substantial population growth, employment growth, or VMT increases.

Based on the above discussion, VMT-reducing projects would not induce substantial population or employment growth, would not increase VMT, and would result in beneficial air quality effects; therefore, implementation of VMT-reducing projects under the program would not conflict with or obstruct implementation of any applicable air quality plans. This impact is less than significant.

b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

Less than significant. The SDAB is designated as nonattainment for ozone with respect to the NAAQS and designated as nonattainment for ozone, PM₁₀, and PM_{2.5} with respect to the CAAQS. Impacts would be cumulative in nature if the program, in combination with cumulative development, leads to violation of any air quality standard or contributes substantially to an existing or projected air quality violation. In developing thresholds of significance for air pollutants, the County of San Diego and SDAPCD (through Rules 20.2 and 20.3) considered the emission levels for which a project's individual emissions would be cumulatively considerable. For the purposes of this analysis, the program would result in a significant localized and/or regional air quality impact such that human health would be adversely affected if it would cause construction-generated or operational criteria air pollutant or precursor emissions to exceed the County's SLTs of 100 pounds per day (lbs/day) for PM₁₀, 55 lbs/day for PM_{2.5}, 250 lbs/day for NO_x and SO_x, 550 lbs/day for CO, and 75 lbs/day for volatile organic compounds (VOCs).

As discussed in Section 3.3.2(a), VMT-reducing projects that would be implemented as part of the program would include improvements to the City's existing pedestrian, bicycle, and transit network. VMT-reducing projects are anticipated to reduce vehicle trips. The VMT reductions would vary depending on the type and length of improvements. Therefore, VMT-reducing projects would improve overall air quality in the SDAB by reducing mobile-source emissions of criteria air pollutants. The effects associated with the reduction of air pollutant emissions in the SDAB would be beneficial.

Construction of VMT-reducing projects would result in emissions of PM₁₀, PM_{2.5}, NO_x, SO_x, CO, and VOCs from the use of construction equipment, construction worker vehicle trips, and truck hauling trips. Emissions of fugitive dust (PM₁₀ and PM_{2.5}) are largely associated with ground-disturbing activities, such as site preparation. Construction of VMT-reducing projects could require a temporary increase in the number of construction workers, ground disturbance, and use of construction equipment. Construction-related emissions would be minor and temporary. Some air districts have established screening level sizes for the types of projects that would be expected to generate significant levels of criteria air pollutants during construction, such as a 114 dwelling unit single-family development, or a 277 thousand square foot office park, which are much larger projects than would be implemented under the program (BAAQMD 2017). Therefore, construction of VMT-reducing projects would not result in a cumulatively considerable net increase of criteria pollutants.

Based on the above discussion, implementation of VMT-reducing projects under the program would not result in the violation of any air quality standard or result in a cumulatively considerable contribution to an existing or projected air quality violation. VMT-reducing projects would not result in emissions that would exceed the County's SLTs, and therefore, would not contribute to nonattainment designations and would not exacerbate or interfere with the region's ability to attain the health-based standards. This impact is less than significant.

c) Expose sensitive receptors to substantial pollutant concentrations?

Less than significant. The following sections describe the potential for the VMT-reducing projects that would be implemented as part of program to expose sensitive receptors to substantial concentrations of CO and TACs.

Carbon Monoxide

The single largest source of CO is motor vehicle engines. CO concentration near roadways is a direct function of vehicle idling time and, thus, traffic flow conditions. VMT-reducing projects that would be implemented as part of the program would not result in any residential development that would directly cause regional population growth or otherwise induce population growth. Additionally, VMT-reducing projects would not change existing land use designations in a manner that would increase traffic or have the potential to result in CO hotspots. Rather, the goal of VMT-reducing projects is to reduce vehicle trips, which would have the co-benefit of reducing vehicle idling time and air pollutant emissions. Although there would be a temporary increase in vehicle trips related to construction worker commute and equipment delivery, VMT-reducing projects would not result in substantial short- or long-term vehicle trip generation at levels that could cause unhealthy concentrations of CO on nearby roadways. Therefore, the program would not create or contribute to a CO hotspot.

Toxic Air Contaminants

For projects that do not propose stationary sources of emissions, diesel PM is the primary TAC of concern. Diesel PM dissipates rapidly from the source, and exposure concentrations would decline with distance from construction activities (Zhu et al. 2002). The dose to which receptors are exposed is the primary factor used to determine health risk (i.e., potential exposure to TAC emission levels that exceed applicable standards). Dose is a function of the concentration of a substance or substances in the environment and the duration of exposure to the substance. Dose is positively correlated with time, meaning that a longer exposure period would result in a higher exposure level for the maximally exposed individual. According to the Office of Environmental Health Hazard Assessment, health risk assessments, which determine the exposure of sensitive receptors to TAC emissions, should be based on a 70- or 30-year exposure period. However, such assessments should be limited to the period and duration of activities that generate TAC emissions (OEHHA 2015).

VMT-reducing projects that would be implemented as part of the program would include improvements to the City's existing pedestrian, bicycle, and transit network. These types of improvements would not introduce new stationary or mobile sources of diesel PM emissions. Rather, VMT-reducing projects are anticipated to reduce vehicle trips and vehicle idling time, which would have the co-benefit of reducing diesel PM emissions. Therefore, VMT-reducing projects would result in beneficial long-term air quality impacts.

Construction of VMT-reducing projects would result in diesel PM emissions from the use of construction equipment and from the use of haul trucks to deliver materials. These types of construction activities would occur in residential and commercial areas, which include sensitive receptors such as residences, schools, and hospitals. However, these activities would involve minimal use of heavy-duty diesel equipment and thus, diesel PM emissions would be minimal well. Furthermore, construction activities would be temporary and it is unlikely that construction involving use of heavy-duty diesel equipment or vehicles would last for longer than one to two weeks for the most-intensive VMT-reducing projects (e.g., installing new roundabouts, sidewalks, and bicycle facilities), which is a short exposure period relative to the 30- or 70-year exposure timeframe recommended for health risk assessments. Construction activities would not be of the size, intensity, or duration to exceed County's SLTs or to emit substantial TAC concentrations. The County has adopted these thresholds in consideration of achieving attainment for the NAAQS and CAAQS, which represent concentration limits of criteria air pollutants needed to adequately protect human health. Because construction of VMT-reducing projects would not exceed the County's SLTs and would not emit substantial TAC

concentrations, these projects would not exacerbate or interfere with the region's ability to attain the health-based standards.

Summary

Based on the above discussion, implementation of VMT-reducing projects under the program would not result in the violation of any air quality standard and would not expose sensitive receptors to substantial pollutant concentrations such that human health would be adversely affected. This impact is less than significant.

d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Less than significant. VMT-reducing projects that would be implemented as part of the program would include improvements to the City's existing pedestrian, bicycle, and transit network. These types of improvements would not introduce new permanent sources of emissions, such as those leading to odors (e.g., wastewater treatment plants, landfills and composting facilities, petroleum refineries, chemical manufacturing plants, painting/coating operations, and food processing facilities). However, the activities involved in constructing VMT-reducing projects, such as asphalt paving and use of diesel-powered construction vehicles and equipment, would result in temporary emissions, including odors. Although construction activities would generally occur in populated residential and commercial areas, emissions would be intermittent in nature, highly localized, and would disperse rapidly from the source. Additionally, emissions would be minimal, short-term, and would cease upon completion of construction. Therefore, construction-generated emissions, such as odors, would not adversely affect a substantial number of people. Based on the above discussion, implementation of VMT-reducing projects under the program would not result in other emissions, such as those leading to odors, that would adversely affect a substantial number of people. This impact is less than significant.

3.4 BIOLOGICAL RESOURCES

| ENVIRONMENTAL ISSUES | Potentially Significant Impact | Less Than Significant with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------|--|------------------------------|-------------------------------------|
| IV. Biological Resources. | | | | |
| Would the program: | | | | |
| a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

3.4.1 Environmental Setting

The city of Escondido is largely built out, and remaining native habitat is primarily located along the city’s periphery, adjacent to undeveloped portions of unincorporated county. Land cover within the city is comprised of developed land, chaparral, coastal sage scrub, oak woodland, grassland, and riparian habitat. Chaparral communities, particularly southern mixed chaparral and chamise chaparral, dominate on higher and steeper slopes in northern Escondido. Coastal sage scrub and oak woodland communities are located around the outskirts of the city. Grassland habitats are prominent along the southeastern and eastern edges of the city. Riparian habitats within the city include freshwater marsh and wetland habitats. Riparian forests, woodlands, and scrub communities are found along many of the drainages with the most significant stands associated with Kit Carson Park (City of Escondido 2012b).

Five large areas of natural habitats, located in the northeastern, eastern, southern, southwestern, and northwestern portions of the city support an array of reptiles, amphibians, birds, and small mammals. At the time the City's General Plan EIR was adopted, the program area was found to support 42 special-status plant species and 64 special-status wildlife species, including Harbison's dun skipper, southwestern pond turtle, coastal cactus wren, Cooper's hawk, golden eagle, and burrowing owl (City of Escondido 2012b).

Wildlife movement primarily occurs within large natural habitat areas in the city. These areas provide two primary landscape linkages: (1) east-west across the northern portion of the city, including Daley Ranch, between the County of San Diego and northern San Marcos; and (2) east west across the southern portion of the city, as part of the San Pasqual River Valley corridor. The southern habitat linkage, in particular, is considered essential for maintaining natural genetic exchange and population connectivity for the California gnatcatcher and coastal cactus wren populations in the San Pasqual River Valley (City of Escondido 2012b).

The MHCP, adopted by San Diego Association of Governments (SANDAG) in 2003, is a comprehensive, multiple jurisdictional sub-regional habitat planning program designed for northwestern San Diego County. The city of Escondido is included in the MHCP study area for which SANDAG, in cooperation with the City, created a Draft Escondido Subarea Plan. The subarea plans describe specific biological conservation policies each city agrees to institute to implement the MHCP (City of Escondido 2001). The public review draft of the Escondido Subarea Plan was released in 2001; however, the subarea plan was not adopted by the city. The subarea plan covers the entire city boundary and approximately 3,000 acres of unincorporated County land within the City's sphere of influence (City of Escondido 2001).

3.4.2 Discussion

- a) **Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service?**

No Impact. VMT-reducing projects that would be implemented as part of the program would include improvements to the City's existing pedestrian, bicycle, and transit network. The activities involved in constructing VMT-reducing projects would include minor grading, excavation, and other ground disturbance. However, VMT-reducing projects would be located in areas that lack suitable habitat for candidate, sensitive, or special-status species. Most construction activities would be located in developed areas within roadway rights-of-way, such as on existing roads and sidewalks. Some VMT-reducing projects, such as those involving new sidewalk coverage, may occur along undeveloped roadway shoulders; however, construction activities would be limited to small, disturbed areas that contain ruderal vegetation and are surrounded by urban development. Therefore, implementation of VMT-reducing projects under the program would not result in a substantial adverse effect on candidate, sensitive, or special-status species. No impact would occur.

- b) **Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service?**

No Impact. As discussed in Section 3.4.2(a), VMT-reducing projects would be located in developed areas within roadway rights-of-way, such as on existing roads and sidewalks, or in disturbed areas along roadway shoulders that are surrounded by urban development. These projects would be located in areas that lack riparian habitat or other sensitive natural communities. Therefore, implementation of VMT-reducing projects under the program would not result in a substantial adverse effect on any riparian habitat or other sensitive natural communities. No impact would occur.

- c) **Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?**

No Impact. As discussed in Section 3.4.2(a), VMT-reducing projects would be located in developed areas within roadway rights-of-way, such as on existing roads and sidewalks, or in disturbed areas along roadway shoulders that are surrounded by urban development. These projects would be located in areas where protected wetlands are not present. Therefore, implementation of VMT-reducing projects under the program would not result in a substantial adverse effect state or federally protected wetlands. No impact would occur.

- d) **Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?**

No Impact. As discussed in Section 3.4.2(a), VMT-reducing projects would be located in developed areas within roadway rights-of-way, such as on existing roads and sidewalks, or in disturbed areas along roadway shoulders that are surrounded by urban development. These projects would be located in areas where wildlife corridors and nursery sites are not present. Therefore, implementation of VMT-reducing projects under the program would not interfere with wildlife corridors or impede the use of native wildlife nursery sites. No impact would occur.

- e) **Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?**

No Impact. General Plan Policy 1.9 of the Resource Conservation Element directs the City to encourage proposed development projects to minimize the removal of significant stands of trees unless needed to protect public safety and to limit tree removal to the minimum amount necessary to assure continuity and functionality of building spaces. Additionally, the City's Municipal Code includes regulations governing the protection of biological resources, including mature and protected trees. EMC Section 33-1052 defines a protected tree as "any oak (genus quercus) which has a ten (10) inch or greater DBH, or any other species or individual specimen listed on the local historic register, or determined to substantially contribute to the historic character of a property or structure listed on the local historic register, pursuant to Article 40 of the Escondido Zoning Code." EMC Section 1068 prohibits the removal of trees and encroachment by new construction or improvements into the dripline of protected and required trees within the public right-of-way without a vegetation removal permit. In addition, pursuant to EMC Section 33-1069, every feasible effort shall be made to preserve sensitive biological habitat, sensitive biological species, mature trees, and protected trees in-place.

As discussed in Section 3.4.2(a), VMT-reducing projects would be located in developed areas within roadway rights-of-way, such as on existing roads and sidewalks, or in disturbed areas along roadway shoulders that are surrounded by urban development. Construction activities would occur in areas where protected biological resources are not present. Additionally, VMT-reducing projects would not require trimming, pruning, shaping, or removal of any mature or protected trees. Therefore, implementation of VMT-reducing projects under the program would not conflict with local policies or ordinances protecting biological resources. No impact would occur.

- f) **Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?**

Less than significant. The Draft Escondido Subarea Plan has not been adopted. However, the City complies with the conservation policies identified in the MHCP through use of the Draft San Escondido Subarea Plan as an implementation tool. As discussed in Section 3.4.2(a), VMT-reducing projects would be located in developed areas within roadway rights-of-way, such as on existing roads and sidewalks, or in disturbed areas along roadway shoulders that are surrounded by urban development. Construction activities would occur in areas that lack natural habitat. Therefore, VMT-reducing projects would not conflict with the provisions of SANDAG's MHCP. No impact would occur.

Item20.

3.5 CULTURAL RESOURCES

| ENVIRONMENTAL ISSUES | Potentially Significant Impact | Less Than Significant with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------|--|-------------------------------------|--------------------------|
| V. Cultural Resources. | | | | |
| Would the program: | | | | |
| a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) Substantially disturb human remains, including those interred outside of formal cemeteries? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

3.5.1 Environmental Setting

CEQA defines historic resources as those that are listed on, or determined to be eligible for listing on, the California Register of Historical Resources (CRHR) or a local register, or are otherwise determined to be historical pursuant to CEQA (PRC Section 21084.1) or the CEQA Guidelines (CCR Title 14, Section 15064.5). The CRHR also includes properties formally determined eligible for listing or listed in the National Register of Historic Places (PRC Section 5024.1). A historic resource may be an object, building, structure, site, area, place, record, or manuscript that is historically significant or significant in terms of California’s architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural records (PRC Section 5020.1[j]). Typically, historic resources are more than 50 years old. The city contains historical sites that are designated on local, state, and national historical lists, and that meet the definitions of historical resources under Section 15064.5(a) of the State CEQA Guidelines. These resources include historic districts, parks, buildings, roadways, and bridges (City of Escondido 2012b).

Archaeological resources may be considered historic resources or, if not, they may be determined to be “unique” as defined by CEQA (PRC Section 21083.2[g]). A “unique archaeological resource” is an archaeological artifact, object, or site about which it can be clearly demonstrated that, without merely adding to the current body of knowledge, there is a high probability that it meets any of the following criteria: (1) contains information needed to answer important scientific research questions and that there is a demonstrable public interest in that information; (2) has a special and particular quality such as being the oldest of its type or the best available example of its type; or (3) is directly associated with a scientifically recognized important prehistoric or historic event or person. Archaeological resources within the city are primarily associated with settlement patterns of the area over time beginning approximately 10,000 years ago. The City has recorded hundreds of known archaeological sites, but the locations are kept confidential in order to protect those resources. Known archaeological resources within archaeological sites include, but are not limited to, bedrock milling sites, midden deposits, rock art, stone artifacts, concrete pads, local stone foundations, and refuse scatters containing historic age trash (City of Escondido 2012b).

3.5.2 Discussion

a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?

Less than significant. VMT-reducing projects that would be implemented as part of the program would include improvements to the City's existing pedestrian, bicycle, and transit network. Construction activities would occur within roadway rights-of-way and would not involve the demolition, destruction, alteration, or structural relocation of a historical resource. VMT-reducing projects may be located within the boundaries of a potential or formally designated historic district. However, these projects would be required to comply with applicable requirements in the City's *Design Standards and Standard Drawings*, including standards for construction and maintenance of curbs, sidewalks, and pedestrian ramps within historic districts (City of Escondido 2014). Compliance with the EMC Article 40, Section 33-798, would protect historic resources from adverse change by requiring the project proponent to obtain a permit and Certificate of Appropriateness for any new construction or alteration that would affect the exterior appearance of a historical resource listed on the local register, or located within an historical overlay district, including the back, sides, and street façade, even when a building permit is not otherwise required. Additionally, public right-of-way improvements (e.g., curb and gutter, sidewalks, street paving, curb cuts, driveways, and stamped sidewalk) and new street furniture would be subject to historic preservation commission review prior to project approval. Compliance with local requirements would ensure that implementation of VMT-reducing projects under the program would not cause a substantial adverse change in the significance of a historical resource. This impact is less than significant.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

Less than significant. VMT-reducing projects that would be implemented as part of the program would include improvements to the City's existing pedestrian, bicycle, and transit network. The activities involved in constructing VMT-reducing projects would include minor grading, excavation, and other ground disturbance. However, VMT-reducing projects would be located in developed areas within roadway rights-of-way, such as on existing roads and sidewalks, or in disturbed areas along roadway shoulders. Because ground disturbance would be limited to shallow depths, comprised of artificial fill or previously disturbed soils, archaeological resources are unlikely to be encountered. Furthermore, VMT-reducing projects would be consistent with General Plan Goal 5 and Policies 5.2 of the Resource Conservation Chapter, which call for the preservation of important cultural and paleontological resources that contribute to the unique identity and character of Escondido. Policy 5.2 encourages the preservation of significant cultural and paleontological resources listed on the national, state, or local registers through maintenance or development of appropriate ordinances that protect, enhance, and perpetuate resources; incentive programs; and/or the development review process (City of Escondido 2012a). Therefore, implementation of VMT-reducing projects under the program would not adversely affect archaeological resources. This impact is less than significant.

c) Substantially disturb human remains, including those interred outside of formal cemeteries?

Less than significant. As discussed in Section 3.5.2(b), the activities involved in constructing VMT-reducing projects would include minor grading, excavation, and other ground disturbance. However, VMT-reducing projects would be located in developed areas within roadway rights-of-way, such as on existing roads and sidewalks, or in disturbed areas along roadway shoulders. Because ground disturbance would be limited to previously disturbed soils, human remains are unlikely to be encountered.

In the unlikely event that human remains are encountered during construction activities, applicants would be required to comply with California Health and Safety Code Section 7050.5, which states that if human remains are discovered during project construction, no further disturbance shall occur until the County Coroner has made the necessary findings as to the origin. Further, pursuant to California PRC Section 5097.98(b), remains shall be left in place and free

from disturbance until a final decision as to the treatment and disposition of the remains has been made. If the County Coroner determines the remains to be of Native American origin, the Native American Heritage Commission (NAHC) shall be contacted within 24 hours. Subsequently, the NAHC shall identify the most likely descendant (MLD). The MLD shall then make recommendations and engage in consultations concerning the treatment of the remains as provided in California PRC Section 5097.98. Because of the limited potential for human remains to be encountered during construction activities and required compliance with existing regulations pertaining to the discovery of human remains, implementation of VMT-reducing projects under the program would not substantially disturb human remains. This impact is less than significant.

3.6 ENERGY

| ENVIRONMENTAL ISSUES | Potentially Significant Impact | Less Than Significant with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|--------------------------------|--|-------------------------------------|--------------------------|
| VI. Energy. | | | | |
| Would the program: | | | | |
| a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

3.6.1 Environmental Setting

ENERGY SOURCES

San Diego Gas & Electric (SDG&E) is a regulated public utility that provides energy service to 3.7 million people within a 4,100-square-mile service area that encompasses San Diego and southern Orange counties (SDG&E 2022a). SDG&E is the primary electricity and natural gas supplier for the City (City of Escondido 2012b). SDG&E obtains electricity from a variety of sources, including SDG&E-owned facilities and other private and publicly owned facilities that provide electricity through contracts and agreements. In 2020, SDG&E delivered approximately 40 percent renewable energy to its customers (SDG&E 2022b).

ENERGY REGULATIONS

Warren-Alquist Act

The 1975 Warren-Alquist Act established the California Energy Resources Conservation and Development Commission, now known as the California Energy Commission (CEC). The Warren-Alquist Act established State policy to reduce wasteful, uneconomical, and unnecessary uses of energy by employing a range of measures. The California Public Utilities Commission (CPUC) regulates privately-owned utilities in the energy, rail, telecommunications, and water fields.

State of California Energy Action Plan

The CEC, CPUC, and now defunct Consumer Power and Conservation Financing Authority prepared the first State of California Energy Action Plan (EAP) in 2003 to establish shared goals and specific actions to ensure that adequate, reliable, and reasonably-priced electrical power and natural gas supplies are achieved and provided through policies, strategies, and actions that are cost-effective and environmentally sound for California’s consumers and taxpayers. The plan was updated in 2005 and 2008 to address policy, the emerging importance of climate change, transportation-related energy issues, and research and development activities (CEC and CPUC 2008).

Transportation-Related Regulations

Various regulatory and planning efforts are aimed at reducing dependency on fossil fuels, increasing the use of alternative fuels, and improving California’s vehicle fleet. SB 375 aligns regional transportation planning efforts, regional greenhouse gas (GHG) emission reduction targets, and land use and housing allocation. CARB, in

consultation with the metropolitan planning organizations, provides each affected region with reduction targets for GHGs emitted by passenger cars and light trucks in their respective regions for 2020 and 2035.

As described in Section 2.2, Senate Bill 743 directed OPR to adopt CEQA Guidelines addressing "criteria for determining the significance of transportation impacts of projects within transit priority areas. Those criteria shall promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses." SB 743 resulted in a fundamental shift to the manner in which transportation impacts are considered under CEQA, which has led to the need for the development and application of new VMT-based mitigation strategies and options.

Renewable Energy Regulations

SB X1-2 of 2011 requires all California utilities to generate 33 percent of their electricity from renewables by 2020. SB X1-2 also requires the renewable electricity standard to be met increasingly with renewable energy that is supplied to the California grid from sources within, or directly proximate to, California. SB X1-2 mandates that renewables from these sources make up at least 50 percent of the total renewable energy for the 2011-2013 compliance period, at least 65 percent for the 2014-2016 compliance period, and at least 75 percent for 2016 and beyond.

SB 100, signed in September 2018, requires that all California utilities, including independently-owned utilities, energy service providers, and community choice aggregators, supply 44 percent of retail sales from renewable resources by December 31, 2024, 50 percent of all electricity sold by December 31, 2026, 52 percent by December 31, 2027, and 60 percent by December 31, 2030. The law also requires that eligible renewable energy resources and zero-carbon resources supply 100 percent of retail sales of electricity to California end-use customers and 100 percent of electricity procured to serve all State agencies by December 31, 2045.

3.6.2 Discussion

a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Less than significant. Implementation of the program would result in the construction of improvements to the City's existing pedestrian, bicycle, and transit network within existing roadway rights-of-way. Certain VMT-reducing projects would result in the consumption of energy resources during operations, including energy used to power new pedestrian signals; rapid rectangular flashing beacons, pedestrian hybrid beacons, or other pedestrian activated crossing signals; and lighting and digital messaging signs at bus stops. However, energy consumption associated with operation of these features would be minor. Alternatively, these features could be powered by small on-site solar panels. Additionally, VMT-reducing projects would benefit from various State laws and requirements related to increasing the use of renewable energy and using energy more efficiently, such as SB X1-2 and SB 100 requirements to increase the amount of electricity generated from renewable and carbon-free energy sources. Furthermore, these VMT-reducing projects are intended to reduce vehicle trips, with the co-benefit of reducing transportation-related energy consumption and reliance on fossil fuels. Therefore, VMT-reducing projects which have a beneficial impact on energy resources.

Construction activities for VMT-reducing projects would require the consumption of energy resources such as electricity, fuels, and non-renewable resources. However, these types of projects would not involve large amounts of labor or extensive use of construction equipment. Some worker trips and construction equipment may be required during installation of these improvements, resulting in the short-term consumption of diesel fuel and gasoline. Standard BMPs would discourage unnecessary idling and the operation of poorly maintained equipment during construction. Construction-related energy demand would vary throughout the construction period and would cease upon completion of construction.

Based on the above discussion, the program would not result in wasteful, inefficient, or unnecessary consumption of energy during construction or operation of VMT-reducing projects. This impact is less than significant.

b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency

Less than significant. Relevant plans that pertain to the efficient use of energy include the EAP, which identifies transportation fuels supply, demand, and infrastructure as an area of focus (CEC and CPUC 2008). As discussed in Section 3.6.2(a), implementation of VMT-reducing projects would require the minor consumption of energy resources during construction and operation; however, these projects would reduce vehicle trips, with the co-benefit of reducing transportation-related energy consumption and reliance on fossil fuels. Furthermore, VMT-reducing projects would benefit from, and would not conflict with, various State laws and requirements related to increasing the use of renewable energy and using energy more efficiently, such as SB X1-2 and SB 100 requirements to increase the amount of electricity generated from renewable and carbon-free energy sources. Therefore, VMT-reducing projects would directly support EAP goals and strategies and would not conflict with or obstruct a State or local plan for renewable energy or energy efficiency. This impact is less than significant.

3.7 GEOLOGY AND SOILS

| ENVIRONMENTAL ISSUES | Potentially Significant Impact | Less Than Significant with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|--------------------------------|--|-------------------------------------|-------------------------------------|
| VII. Geology and Soils. | | | | |
| Would the program: | | | | |
| a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: | | | | |
| i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to California Geological Survey Special Publication 42.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| ii) Strong seismic ground shaking? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| iii) Seismic-related ground failure, including liquefaction? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| iv) Landslides? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Result in substantial soil erosion or the loss of topsoil? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated), creating substantial direct or indirect risks to life or property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

3.7.1 Environmental Setting

The city is in the foothills subprovince of the Peninsular Ranges Geomorphic Province, an area that transitions between the coastal plain to the west and the granitic highlands to the east. Elevations range from 600 to 2,000 feet above mean sea level and surface exposures in the area include rocks ranging from Mesozoic to Quaternary in age as well as recent soils and alluvial deposits of variable depth and composition (City of Escondido 2012b).

EARTHQUAKE HAZARDS

The program area is not located within an Alquist-Priolo Fault Zone. There are no known active fault lines within the program area and the potential for surface fault displacements is considered low. The program area is in a region of high seismic potential due to several active faults in the greater region, including the San Jacinto, Elsinore, and Rose Canyon Fault Zones, all of which are located outside of the program area (City of Escondido 2012b).

Liquefaction occurs primarily in saturated, loose, fine to medium-grained soils in areas where the groundwater table is generally 50 feet or less below the surface. When these sediments are shaken during an earthquake, a sudden increase in pore water pressure can cause the soils to lose strength and behave as a liquid. In the program area, liquefaction hazard areas primarily occur along natural waterways, such as Escondido Creek, Reidy Creek, and Lake Wohlford (City of Escondido 2012b).

Ground shaking from an earthquake can cause landslides or result in a boulder-rolling hazard in boulder-strewn hillside areas. The program area contains small landslide hazard areas, which are located along the city's periphery, on slopes greater than 25 percent (City of Escondido 2012b).

SOIL CHARACTERISTICS

Soils in the program area generally consist of well-drained, medium-to coarse-grained, often rocky sandy loams, commonly with clay loam substrata and underlying igneous and metamorphic bedrock. Most of the soils within the program area are prone to severe erodibility. There are also small areas of highly expansive soils within the program area, generally located around the periphery. Expansive soils are deposited in a loose, highly porous state, then harden and remain dry after deposition. Upon contact with moisture, the weak cementation between the loose soil particles softens and can result in settlement or collapse. The program area has had no known cases of lateral spreading resulting in damage to property or structures and has a very low potential of subsidence, due to underlying geologic formations that are mostly granitic (City of Escondido 2012b).

PALEONTOLOGICAL SENSITIVITY

Geologic formations within the program area include alluvial deposits from the Holocene and Pleistocene era, granitic and other intrusive crystalline rocks from the mid-Cretaceous era, and metamorphic formations of sedimentary and volcanic origin from the Mesozoic era. None of these formations are considered to have high paleontological sensitivity. Several of the formations are considered to have moderate paleontological sensitivity, including areas in the central portion of the city (City of Escondido 2012b).

3.7.2 Discussion

- a) **Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:**
 - i) **Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to California Geological Survey Special Publication 42.)**

No impact. There are no delineated Alquist-Priolo Earthquake Fault Zones within the program area. Therefore, VMT-reducing projects that would be implemented as part of the program would not cause substantial adverse effects related to the rupture of a known earthquake fault. No impact would occur.

ii) Strong seismic ground shaking?

No impact. The program area is in a region of high seismic potential due to several active faults in the greater region. VMT-reducing projects that would be implemented as part of the program would be located within developed roadway rights-of-way where existing transportation infrastructure is present. These projects do not include construction of habitable structures and thus would not exacerbate hazards to people or property from strong seismic ground shaking. No impact would occur.

iii) Seismic-related ground failure, including liquefaction?

No impact. Liquefaction hazard areas in the program area primarily occur along natural waterways. VMT-reducing projects that would be implemented as part of the program would be located within developed roadway rights-of-way where existing transportation infrastructure is present. These projects do not include construction of habitable structures and thus would not exacerbate hazards to people or property from seismic-related ground failure, including liquefaction. No impact would occur.

iv) Landslides?

No impact. The program area contains small landslide hazard areas, which are located along the periphery, on slopes greater than 25 percent. The VMT-reducing projects that would be implemented as part of the program would be located within developed roadway rights-of-way where existing transportation infrastructure is present. These projects do not include construction of habitable structures and thus would not exacerbate hazards to people or property from landslides. In addition, VMT-reducing projects would not occur on steep slopes or require substantial ground disturbing activities that could cause a landslide. No impact would occur.

b) Result in substantial soil erosion or the loss of topsoil?

Less than significant. Most of the soils within the program area are prone to severe erodibility. Thus, projects that would involve ground disturbing activities have the potential to cause soil erosion and loss of topsoil. VMT-reducing projects that would be implemented as part of the program would require minor grading, excavation, and other ground disturbance. Ground disturbing activities would generally occur in already disturbed, developed roadway rights-of-way where existing transportation infrastructure is present. VMT-reducing projects would be required to comply with the City's *Design Standards and Standard Drawings*, which specifies grading and erosion control standards (City of Escondido 2014). Additionally, VMT-reducing projects involving disturbance of one or more acres would be required to comply with a project-specific storm water pollution prevention plan (SWPPP) that complies with the National Pollutant Discharge Elimination System (NPDES) Construction General Permit (Order 2009-0009-DWQ). The SWPPP would identify erosion and sediment controls to substantially reduce the amount of soil disturbance, erosion, and sediment transport into receiving waters during construction. Refer to Section 3.10, "Hydrology and Water Quality," for additional information. Through compliance with applicable requirements, VMT-reducing projects that would be implemented as part of the program would not result in substantial soil erosion or the loss of topsoil. This impact is less than significant.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

No impact. Landslide hazards and liquefaction are discussed in Sections 3.7.2(a)(iii) and (iv). The program area has had no known cases of lateral spreading resulting in damage to property or structures and has a very low potential of subsidence (City of Escondido 2012b). Furthermore, VMT-reducing projects that would be implemented as part of the program do not include construction of habitable structures that could be affected by lateral spreading, subsidence, or collapse. No impact would occur.

- d) **Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated), creating substantial direct or indirect risks to life or property?**

No impact. Expansive soils are known to occur within the program area; however, VMT-reducing projects that would be implemented as part of the program do not include construction of habitable structures that could be affected by expansive soils. Therefore, VMT-reducing projects would not create substantial risks to life or property from expansive soils. No impact would occur.

- e) **Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?**

No impact. VMT-reducing projects that would be implemented as part of the program do not include installation of any septic tanks or alternative waste water disposal systems. No impact would occur.

- f) **Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?**

Less than significant. The central portion of the city includes areas that are underlain by geologic formations of moderate paleontological sensitivity. Thus, projects that involve ground disturbing activities have the potential to disturb unique paleontological resources. VMT-reducing projects that would be implemented as part of the program would involve minor grading, excavation, and other ground disturbance during construction. Ground disturbance would generally be limited to shallow depths, comprised of artificial fill or previously disturbed soils, within developed roadway rights-of-way. Furthermore, VMT-reducing projects would be consistent with General Plan Goal 5 and Policies 5.2 of the Resource Conservation Chapter, which call for the preservation of important cultural and paleontological resources that contribute to the unique identity and character of Escondido. Policy 5.2 encourages the preservation of significant cultural and paleontological resources listed on the national, state, or local registers through maintenance or development of appropriate ordinances that protect, enhance, and perpetuate resources; incentive programs; and/or the development review process (City of Escondido 2012a). For all the foregoing reasons, the program would not directly or indirectly destroy a unique paleontological resource or site or unique geologic feature. This impact is less than significant.

3.8 GREENHOUSE GAS EMISSIONS

| ENVIRONMENTAL ISSUES | Potentially Significant Impact | Less Than Significant with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------|--|-------------------------------------|--------------------------|
| VIII. Greenhouse Gas Emissions. | | | | |
| Would the program: | | | | |
| a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

3.8.1 Environmental Setting

Certain gases in the earth’s atmosphere, classified as GHGs, play a critical role in determining the earth’s surface temperature. GHGs are responsible for “trapping” solar radiation in the earth’s atmosphere, a phenomenon known as the greenhouse effect. Prominent GHGs contributing to the greenhouse effect are carbon dioxide (CO₂), methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride. Human-caused emissions of these GHGs in excess of natural ambient concentrations are believed responsible for intensifying the greenhouse effect and leading to a trend of unnatural warming of the earth’s climate, known as global climate change or global warming. Emissions of GHGs contributing to global climate change are attributable, in large part, to human activities associated with on-road and off-road transportation, industrial/manufacturing, electricity generation by utilities and consumption by end users, residential and commercial on-site fuel usage, and agriculture and forestry. Emissions of CO₂ are largely byproducts of fossil fuel combustion.

The quantity of GHGs in the atmosphere that ultimately result in climate change is not precisely known, but is enormous; no single project alone would measurably contribute to an incremental change in the global average temperature, or to global, local, or micro climates. From the standpoint of the CEQA, GHG impacts relative to global climate change are inherently cumulative.

Although there is strong scientific consensus that global climate change is occurring and is influenced by human activity, there is less certainty as to the timing, severity, and potential consequences of the climate phenomena. Scientists have identified several ways in which global climate change could alter the physical environment in California, including:

- ▶ increased average temperatures;
- ▶ modifications to the timing, amount, and form (rain vs. snow) of precipitation;
- ▶ changes in the timing and amount of runoff;
- ▶ reduced water supply;
- ▶ deterioration of water quality; and
- ▶ elevated sea level.

CLIMATE CHANGE LAWS, REGULATIONS, AND PLANS

Assembly Bill 32, the California Global Warming Solutions Act of 2006

In September 2006, the California Global Warming Solutions Act of 2006, Assembly Bill (AB) 32, was signed into law. AB 32 establishes regulatory, reporting, and market mechanisms to achieve quantifiable reductions in GHG emissions and a cap on statewide GHG emissions. AB 32 requires that statewide GHG emissions be reduced to 1990 levels by 2020. AB 32 also requires that (a) the statewide greenhouse gas emissions limit remain in effect unless otherwise amended or repealed; (b) the statewide greenhouse gas emissions limit continue in existence and be used to maintain and continue reductions in emissions of greenhouse gases beyond 2020; and (c) [CARB] shall make recommendations to the Governor and the Legislature on how to continue reductions of greenhouse gas emissions beyond 2020 [California Health and Safety Code, Division 25.5, Part 3, Section 38551]. For the purposes of AB 32 and other legislation in California, GHGs are expressed in carbon dioxide equivalent (CO₂e). CO₂e is a measurement used to account for the fact that different GHGs have different potential to retain infrared radiation in the atmosphere and contribute to the greenhouse effect. This potential, known as the global warming potential of a GHG, is dependent on the lifetime, or persistence, of the gas molecule in the atmosphere.

Senate Bill 32 and Assembly Bill 197 of 2016

In August 2016, Governor Brown signed SB 32 and AB 197, which serve to extend California's GHG reduction programs beyond 2020. SB 32 amended the Health and Safety Code to include Section 38566, which contains language to authorize CARB to achieve a Statewide GHG emission reduction of at least 40 percent below 1990 levels by no later than December 31, 2030. SB 32 codified the targets established by EO B-30-15 for 2030, which set the next interim step in the State's continuing efforts to pursue the long-term target expressed in EOs S-3-05 and B-30-15 of 80 percent below 1990 emissions levels by 2050.

Climate Change Scoping Plan and Updates

In December 2008, CARB adopted its first version of its Climate Change Scoping Plan, which contained the main strategies California will implement to achieve the mandate of AB 32 (2006) to reduce statewide GHG emissions to 1990 levels by 2020. In May 2014, CARB released and subsequently adopted the First Update to the Climate Change Scoping Plan to identify the next steps in reaching the goals of AB 32 (2006) and evaluate the progress made between 2000 and 2012 (CARB 2014). After releasing multiple versions of proposed updates in 2017, CARB adopted the next version titled California's 2017 Climate Change Scoping Plan (2017 Scoping Plan) in December of that same year (CARB 2017). The 2017 Scoping Plan indicates that California is on track to achieve the 2020 statewide GHG target mandated by AB 32 of 2006 (CARB 2017). It also lays out the framework for achieving the mandate of SB 32 of 2016 to reduce statewide GHG emissions to at least 40 percent below 1990 levels by the end of 2030 (CARB 2017). The 2017 Scoping Plan identifies the GHG reductions needed by each emissions sector.

The 2017 Scoping Plan also identifies how GHGs associated with proposed projects could be evaluated under CEQA (CARB 2017:101-102). Specifically, it states that achieving "no net increase" in GHG emissions is an appropriate overall objective of projects evaluated under CEQA if conformity with an applicable local GHG reduction plan cannot be demonstrated. CARB recognizes that it may not be appropriate or feasible for every development project to mitigate its GHG emissions to zero and that an increase in GHG emissions because of a project may not necessarily imply a substantial contribution to the cumulatively significant environmental impact of climate change.

The Draft 2022 Scoping Plan Update aims to assess progress towards achieving the Senate Bill 32 2030 target and lay out a path to achieve carbon neutrality by no later than 2045. The Draft 2022 Scoping Plan Update focuses on outcomes needed to achieve carbon neutrality by assessing paths for clean technology, energy deployment, natural and working lands, and others, and is designed to meet the State's long-term climate objectives and support a range of economic, environmental, energy security, environmental justice, and public health priorities (CARB 2022).

Executive Order B-30-15

On April 20, 2015, Executive Order (EO) B-30-15 established a California GHG reduction target of 40 percent below 1990 levels by 2030. The EO aligns California's GHG reduction targets with those of leading international governments such as

the 28-nation European Union, which adopted the same target in October 2014. California has met the target of reducing GHG emissions to 1990 levels by 2020, as established in the California Global Warming Solutions Act of 2006 (Assembly Bill 32, discussed above). California's new emission reduction target of 40 percent below 1990 levels by 2030 sets the next interim step in the State's continuing efforts to pursue the long-term target expressed under EO S-3-05 to reach the ultimate goal of reducing emissions 80 percent below 1990 levels by 2050. This target is in line with the scientifically established levels needed in the U.S. to limit global warming below 2 degrees Celsius, the warming threshold at which major climate disruptions are projected, such as super droughts and rising sea levels.

San Diego County Air Pollution Control District

SDAPCD administers EPA's Prevention of Significant Deterioration and Title V GHG Tailoring Rule through Rule 20.3(d)(3) and Regulation XIV (Title V Operating Permits), respectively. SDAPCD has not developed thresholds of significance or guidance for analysis of GHGs under CEQA.

Escondido Climate Action Plan

The City's CAP provides a roadmap for reducing GHG emissions through the implementation of various strategies, goals, actions and supporting measures. The CAP primarily focuses on reducing GHG emissions by 2020, 2030, and 2035, consistent with State mandates including SB 32 and the 2017 Scoping Plan, and the City's General Plan horizon year of 2035. The following nine strategies for reducing citywide GHG emissions are identified in the CAP: (1) increase the use of zero-emission or alternative fuel vehicles, (2) reduce fossil fuel use, (3) reduce VMT, (4) increase building energy efficiency, (5) increase renewable and zero-carbon energy, (6) increase water efficiency, (7) diversify local water supply, (8) reduce and recycle solid waste, and (9) carbon sequestration and land conservation. Through implementation of the CAP, the City intends to implement 31 GHG reduction measures to achieve emission reductions from transportation, energy consumption, water and wastewater, solid waste, and carbon sequestration. Implementation of all 31 GHG reduction measures is projected to result in a reduction of approximately 499,000 metric tons of CO₂e in 2030 and 456,000 metric tons of CO₂e in 2035 (City of Escondido 2021).

3.8.2 Discussion

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Less than significant. VMT-reducing projects that would be implemented as part of the program would include improvements to the City's existing pedestrian, bicycle, and transit network. These VMT-reducing projects would not introduce new land uses or human activities that would result in substantial sources of GHG emissions. Rather, these projects are intended to reduce vehicle trips, with the co-benefit of reducing GHG emissions associated with on-road transportation. Therefore, VMT-reducing projects would have a beneficial impact related to greenhouse gas emissions.

Construction activities for VMT-reducing projects would generate GHG emissions from the operation of construction equipment, construction worker vehicle trips, and truck hauling trips. However, these types of projects would not involve large amounts of labor or extensive use of construction equipment. Standard BMPs would discourage unnecessary idling and the operation of poorly maintained equipment during construction. Construction-related GHG emissions would vary throughout the construction period and would cease upon completion of construction. Any temporary GHG emissions would be offset by the overall net benefit of GHG emission reductions after implementation of the program. Based on the above discussion, implementation of VMT-reducing projects under the program would not generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment. This impact is less than significant.

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Less than significant. Based on Appendix G of the CEQA Guidelines, a project would have a significant impact if it would conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing GHG emissions. Applicable plans, policies, or regulations include Statewide GHG emission targets established by AB 32, SB 32, and EO S-3-05; the most recently adopted 2017 Scoping Plan; and the City's CAP (City of Escondido 2021) and General Plan (City of Escondido 2012b).

As discussed in Section 3.8.2(a), VMT-reducing projects are intended to reduce vehicle trips, with the co-benefit of reducing GHG emissions associated with on-road transportation. Temporary, construction-related GHG emissions would be offset by the overall net benefit of GHG emission reductions after implementation of the program. Therefore, VMT-reducing projects would help the City meet Statewide GHG reduction targets established by AB 32, SB 32, and EO S-3-05; the most recently adopted 2017 Scoping Plan.

As stated in Section 2.5, "Program Objectives," one of the objectives of the program is to reduce Citywide VMT to help meet GHG emission reduction targets identified in the City's CAP. Therefore, VMT-reducing projects would support CAP measures to reduce vehicle trips and VMT through improving pedestrian infrastructure near schools (Measure T-3.3), installing new or improving existing bicycle lanes (Measure T-3.5), and encouraging transit ridership (Measure T-3.8). VMT-reducing projects would also be consistent with policies in the Mobility and Infrastructure Element of the City's General Plan that are intended to reduce automobile trips and associated GHG emissions. Applicable policies in the Mobility and Infrastructure Element that would contribute to reductions in GHG emissions include policies that promote complete streets (Policy 2.1 through 2.9) and improvements to the pedestrian network (Policy 3.1 through 3.10), bicycle network (Policy 4.1 through 4.8), and transit system (Policy 5.1 through 5.11). Additionally, the element includes policies to manage transportation demand (Policy 6.1 through 6.3), enhance the existing street network (Policy 7.1 through 7.11), and implement traffic calming measures (Policy 9.1 through 9.3). As described above, the GHG reductions that would be achieved from implementation of VMT-reducing projects would offset the temporary GHG emissions from construction of these projects.

Based on the above discussion, implementation of VMT-reducing projects under the program would support rather than conflict with applicable plans, policies and regulations adopted for the purpose of reducing GHG emissions. This impact is less than significant.

3.9 HAZARDS AND HAZARDOUS MATERIALS

| ENVIRONMENTAL ISSUES | Potentially Significant Impact | Less Than Significant with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|--------------------------------|--|-------------------------------------|-------------------------------------|
| IX. Hazards and Hazardous Materials. | | | | |
| Would the program: | | | | |
| a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and/or accident conditions involving the release of hazardous materials into the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

3.9.1 Environmental Setting

This section describes the environmental setting and impacts related to hazards and hazardous materials. For the purposes of this analysis, the term "hazards" refers to risk associated with such issues as fires, explosions, exposure to hazardous materials, and interference with emergency response plans. The term "hazardous material" is defined in different ways for different regulatory programs. For this analysis, a "hazardous material" is defined by the California Health and Safety Code, Section 25501 as a material that "because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment."

"Hazardous waste" is a subset of hazardous materials. For this analysis, "hazardous waste" is defined by the California Health and Safety Code, Section 25517, and in the California Code of Regulations, Title 22, Section 66261.2 as a solid waste that "because of its quantity, concentration, or physical or chemical, or infectious characteristics, may— (A) cause, or significantly contribute to an increase in mortality or an increase in serious illness, or (B) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed." California Government Code section 65962.5 requires the California Environmental Protection Agency to compile, maintain, and updated specified lists of hazardous material release sites. The program area contains sites listed on regulatory databases, including leaking underground storage tank cleanup sites and cleanup program sites listed on State Water Resources Control Board's (SWRCB) GeoTracker database, as well as sites formerly or presently used for agriculture and petroleum storage (SWRCB 2022).

There are no public airports or private airstrips within the city. The nearest airport is the McClellan-Palomar Airport located approximately 12 miles west of the city.

The California Department of Forestry and Fire Protection (CAL FIRE) has mapped Fire Hazard Severity Zones (FHSZs) for the entire State. FHSZs are based on an evaluation of fuels, fire history, terrain, housing density, and occurrence of severe fire weather and are intended to identify areas where urban fires could result in catastrophic losses. FHSZs are categorized as: Moderate, High, and Very High. According to CAL FIRE's Fire Resource Assessment Program FHSZ Geographic Information System data, several areas around the perimeter of the city are categorized as very high FHSZs (CAL FIRE 2009).

3.9.2 Discussion

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less than significant. VMT-reducing projects that would be implemented as part of the program would include improvements to the City's existing pedestrian, bicycle, and transit network. These projects would involve the use of hazardous materials during construction and routine maintenance. However, these projects would be required to comply with relevant federal, State, and local regulations regarding the safe use, transportation, and disposal of hazardous materials as well as ensuring the reduction of the potential for humans or the environment to be affected by an accidental release of hazardous materials. Regulations that would be required of those transporting, using or disposing of hazardous materials include the Resource Conservation and Recovery Act; the Comprehensive Environmental Response, Compensation, and Liability Act; the Hazardous Materials Transportation Act; CCR Titles 22 and 27; and the California Fire Code, adopted by reference in EMC Section 11-15. Therefore, implementation of VMT-reducing projects under the program would not create a significant hazard through the routine transport, use, or disposal of hazardous materials. This impact is less than significant.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and/or accident conditions involving the release of hazardous materials into the environment?

Less than significant. As discussed in Section 3.9.2(a), VMT-reducing projects would be required to comply with relevant federal, State, and local regulations that require strict adherence to guidelines regarding the safe use, transportation, and disposal of hazardous materials. Compliance with these regulations would reduce the potential for humans or the environment to be affected by an accidental release of hazardous materials. Enforcement of these regulatory standards would ensure that construction and routine maintenance of VMT-reducing projects would not create a significant hazard through reasonably foreseeable upset and/or accident conditions involving the release of hazardous materials into the environment. This impact is less than significant.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less than significant. As discussed in Section 3.9.2(a), VMT-reducing projects that would be implemented as part of the program would be required to comply with relevant federal, State, and local regulations that require strict adherence to guidelines regarding the safe use, transportation, and disposal of hazardous materials. Compliance with these regulations would reduce the potential for humans or the environment to be affected by an accidental release of hazardous materials. Because such laws are established to be protective of human health and the environment, compliance with applicable regulations is sufficient to ensure that any hazardous materials used during construction or routine maintenance of VMT-reducing projects would not result in hazardous emissions within one-quarter mile of an existing or proposed school. This impact is less than significant.

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code §65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Less than significant. Sites with the potential to contain soil and groundwater contamination are located throughout the city. VMT-reducing projects that would be implemented as part of the program could potentially be located on a hazardous materials site. Ground disturbing activities, such as grading and excavation, on or near hazardous materials sites could result in the release of contaminants into the environment. However, compliance with General Plan policies would protect the public and the environment from the release of contaminants from hazardous materials sites. Specifically, General Plan Policy 8.10 of the Community Protection Chapter directs the City to require project proponents of projects in known contamination areas to conduct comprehensive soil and groundwater contamination assessments, in accordance with applicable regulations. If contamination exceeds regulatory levels, the City requires project proponent to undertake remediation procedures consistent with county, regional, and State regulations prior to grading and development of the project site. For this reason, implementation of VMT-reducing projects under the program would not create a significant hazard to the public or the environment. This impact is less than significant.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

No impact. VMT-reducing projects that would be implemented as part of the program would not result in new or relocated residential land uses, new types of noise-sensitive receptors, or new places of permanent employment where residents or workers could be exposed to a safety hazard or excessive noise. The nearest airport, McClellan-Palomar Airport, is approximately 12 miles west of the city. Therefore, implementation of VMT-reducing projects under the program would not expose residents or workers to a safety hazard or excessive noise levels. No impact would occur.

f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Less than significant. VMT-reducing projects that would be implemented as part of the program would include improvements to the City's existing pedestrian, bicycle, and transit network. These projects would occur within roadway rights-of-way and could alter existing roadways that serve as emergency access routes, which would have the potential to impair adopted emergency response and evacuation plans. All improvements within roadway rights-of-way would be designed in compliance with the California Fire Code, which is adopted by reference in the Escondido Fire Code. The California Fire Code requires the width of an unobstructed roadway to measure no less than 24 feet in order to provide adequate access for fire and emergency responders. Additionally, improvements within roadway rights-of-way would be required to comply with the City's *Design Standards and Standard Drawings*, which require emergency access roads be designed and constructed to the requirements of City Engineer and Fire

Marshal (City of Escondido 2014). Compliance with applicable codes and design standards would ensure that adequate access is provided for fire and emergency responders during operations of VMT-reducing projects.

Construction activities for VMT-reducing projects would occur within roadway rights-of-way and may require temporary lane closures or result in other traffic disruptions. Encroachment permits from the City would be required for all work within public rights-of-way. As a requirement of encroachment permit approval, project proponents would be required to develop a traffic control plan that meets the requirements of the most current California Manual on Uniform Traffic Control Devices (Caltrans 2021) and the latest edition of the Standard Specifications for Public Works Construction. Compliance with the encroachment permit and traffic control plan would ensure that adequate access is provided for fire and emergency responders for the duration of construction activities. Therefore, implementation of VMT-reducing projects under the program would not impair an adopted emergency response plan or emergency evacuation plan. This impact is less than significant.

g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?

Less than significant. VMT-reducing projects that would be implemented as part of the program would include improvements to the City's existing pedestrian, bicycle, and transit network. These projects would not include the construction of new housing or other structures and would not introduce new occupants that could be exposed to risk of loss, injury, or death involving wildland fires. Furthermore, VMT-reducing projects would be primarily within developed roadway rights-of-way where wildfire risk is low.

VMT-reducing projects could require the use of construction vehicles and equipment within areas categorized as very high FHSZs. The temporary and periodic use of construction vehicles and equipment within a very high FHSZ has the potential to increase the risk of an accidental fire ignition. However, construction activities associated with their implementation would occur within developed roadway rights-of-way where wildfire risk is low. In addition, enforcement of the California Fire Code would require the implementation of fire safety measures during construction. Safety measures would include prohibiting smoking except in approved areas and ensuring proper use of motorized equipment so that exhausts do not discharge against combustible material and refueling would not occur while in equipment was in operation. Therefore, implementation of VMT-reducing projects under the program would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires. This impact is less than significant.

3.10 HYDROLOGY AND WATER QUALITY

| ENVIRONMENTAL ISSUES | Potentially Significant Impact | Less Than Significant with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------|--|-------------------------------------|-------------------------------------|
| X. Hydrology and Water Quality. | | | | |
| Would the program: | | | | |
| a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: | | | | |
| i) Result in substantial on- or offsite erosion or siltation; | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite; | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| iv) Impede or redirect flood flows? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

3.10.1 Environmental Setting

The city is located within the South Coast Groundwater Hydrologic Region and overlies portions of the Escondido Valley Groundwater Basin and the San Pasqual Valley Groundwater Basin (DWR 2022). The Escondido Valley Groundwater Basin underlies the northern area of the city. This groundwater basin consists of a northeast trending valley drained by Escondido Creek. The San Pasqual Groundwater Basin covers portions of the southeastern area of the city. This groundwater basin underlies San Pasqual Valley and Cloverdale, Rockwood, and Bandy Canyons (City of Escondido 2012b).

The city is located within the San Diego Hydrologic Region and includes two watersheds: San Dieguito River Watershed and Carlsbad Watershed. San Dieguito River Watershed covers 221,307 acres and consists of one

hydrologic unit (HU) (San Dieguito) and the following five hydrologic areas (HAs): Solana Beach, Hodges, San Pasqual, Santa Maria Valley, and Santa Ysabel. This watershed contains the San Dieguito River and its tributaries, along with Santa Ysabel and Santa Maria Creeks. San Dieguito River Watershed also contains the following reservoirs: Hodges Reservoir, Lake Ramona, Lake Poway, Sutherland Reservoir, Olivenhain Reservoir, and the San Dieguito Reservoir. Carlsbad Watershed covers 135,322 acres and includes one HU (Carlsbad) and the following six HAs: Loma Alta, Buena Vista Creek, Agua Hedionda, Encinas, San Marcos, and Escondido Creek. This watershed also contains five coastal lagoons (Loma Alta Slough, Buena Vista Lagoon, Agua Hedionda Lagoon, Batiquitos Lagoon, and San Elijo Lagoon) and two small reservoirs (Lake Dixon Lake and Lake Wohlford) (City of Escondido 2012b).

Areas within the city that would be subject to flooding during a 100-year storm event include: northern portions of Reidy Creek north of Rincon Avenue; an area alongside Escondido Creek west of Hale Avenue; along Kit Carson Park Creek north of Via Rancho Parkway; an area straddling Midway Drive north of the Escondido Creek channel; and an area straddling Valley Parkway between Ash Street and Citrus Avenue (City of Escondido 2012b).

3.10.2 Discussion

a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?

Less than significant. The Water Quality Control Plan for the San Diego Basin (Basin Plan), adopted by the San Diego Regional Water Quality Control Board (RWQCB), establishes water quality objectives for ground and surface waters in the San Diego region. The purpose of the Basin Plan is to preserve and enhance water quality and protect the beneficial uses of regional waters. The RWQCB also issues waste discharge requirements to ensure that wastewater is not discharged in a manner that would cause an exceedance of applicable water quality objectives or adversely affect beneficial uses designated in the Basin Plan.

VMT-reducing projects that would be implemented as part of the program would include improvements to the City's existing pedestrian, bicycle, and transit network. These types of projects would not create substantial new sources of pollutants and would not involve the discharge of wastewater. The activities involved in constructing VMT-reducing projects would require minor grading, excavation, and other ground disturbance. Ground-disturbing activities, could, depending on their location, cause soil erosion and contaminate nearby surface water. However, VMT-reducing projects would be required to comply with the City's *Design Standards and Standard Drawings* (City of Escondido 2014) and EMC Article 55, which specify grading and erosion control standards. For VMT-reducing projects that involve one or more acres of ground disturbance, applicants would be required to submit a Notice of Intent to SWRCB to obtain approval to carry out construction activities under the NPDES Construction General Permit (Order 2009-0009-DWQ). Compliance with the Construction General Permit requires the applicant to develop a project-specific SWPPP, which would identify source control, site design, and treatment-control BMPs to reduce stormwater runoff volumes and pollutants leaving the site. Erosion and sediment controls identified in the SWPPP would substantially reduce the amount of soil disturbance, erosion, and sediment transport into receiving waters, and pollutants in site runoff during construction. Through compliance with all applicable regulations and permits, implementation of VMT-reducing projects under the program would not violate any water quality standards or waste discharge requirements established by the San Diego RWQCB or otherwise substantially degrade surface or groundwater quality. This impact is less than significant.

b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

Less than significant. VMT-reducing projects would not involve development of new land uses (e.g., residential, commercial, or industrial) and would not induce population growth in the area that would increase water demand. Pedestrian network improvements and bus stop upgrades may include the installation of new landscaping, which would increase water demands compared to existing conditions. However, landscaping would be limited to water-

efficient varieties, such as plants that are native to the San Diego region or are adapted to a hot dry summer and cool winter climate, as required by EMC Article 62, "Water Efficient Landscape Regulations." Construction of VMT-reducing projects would involve ground disturbing activities, including grading and excavation, which could require the use of water for dust abatement as needed. These activities would be temporary and intermittent and would not involve the substantial use of existing groundwater supplies. Therefore, VMT-reducing projects would not substantially decrease groundwater supplies.

VMT-reducing projects would primarily occur in areas developed with impervious surfaces that do not provide for substantial groundwater recharge. Additionally, VMT-reducing projects would result in little to no changes in existing impervious surfaces throughout the program area. Therefore, VMT-reducing projects would not interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level.

Based on the above discussion, the program would not decrease groundwater supplies or interfere with groundwater recharge. This impact is less than significant.

- c) **Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:**
- i) **Result in substantial on- or offsite erosion or siltation;**
 - ii) **Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;**
 - iii) **Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or**
 - iv) **Impede or redirect flood flows?**

Less than significant. VMT-reducing projects that would be implemented as part of the program would include improvements to the City's existing pedestrian, bicycle, and transit network. VMT-reducing projects would not be located within existing watercourses. Rather, these projects would occur within roadway rights-of-way in areas that are primarily developed with existing transportation infrastructure (e.g., paved roadways, sidewalks, parking lots) and urban development (e.g., buildings, pavement, ornamental landscaping). Most VMT-reducing projects would involve improvements to the existing roadway network and would not result in a net increase in impervious surfaces. However, VMT-reducing projects that would involve the addition of new impervious surfaces, such as the addition of new sidewalks or bicycle facilities, would be required to comply with the drainage design standards specified in the City's *Design Standards and Standard Drawings* (City of Escondido 2014). As applicable, drainage design would be subject to the requirements of the City's adopted *Standard Urban Stormwater Mitigation Plan Requirements for Development Projects* (SUSMP) and the latest *Drainage Master Plan*, the Federal Emergency Management Agency's Flood Insurance Rate Maps, the City Floodplain Ordinance, and the City engineer. Compliance with drainage design requirements would ensure that drainage patterns would not be substantially altered from the addition of new impervious surfaces.

The potential for erosion or siltation would be minimal because project sites would be developed with hardscape, landscaping, and appropriate drainage infrastructure. The relatively minor addition of impervious surfaces would not substantially increase surface runoff. The existing municipal storm drain system would have adequate capacity to accommodate these minor increases in surface runoff. Adequate drainage would reduce the potential for on- and off-site flooding. Additionally, VMT-reducing projects located within flood hazard areas would be subject to development permit requirements and EMC Section 6-474, which establishes standards for development in flood hazard areas. Construction activities would comply with grading and erosion control standards described in Section

3.10.2(a), including EMC Article 55 and the NPDES Construction General Permit. Compliance with applicable standards would reduce the potential for construction activities to result in substantial erosion and siltation, polluted surface runoff, and flooding.

Based on the above discussion, implementation of VMT-reducing projects under the program would not substantially alter drainage patterns in a manner that would (i) result in substantial erosion or siltation, (ii) increase surface runoff and result in flooding, (iii) contribute runoff water that would exceed the capacity of existing stormwater systems or provide substantial additional sources of polluted runoff, or (iv) impede or redirect flood flows. This impact is less than significant.

d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

No impact. Flood hazard areas within the city are located along Reidy Creek, Escondido Creek, and Kit Carson Park Creek. VMT-reducing projects that would be implemented as part of the program would not result in the construction of new structures or the storage of materials and equipment on-site where they could be inundated by tsunami, floodwater, or seiche. Additionally, applicants would be required to obtain a development permit prior to construction of any VMT-reducing projects located within an area of special flood hazard. VMT-reducing projects would also be required to comply with EMC Section 6-474, which establishes standards for construction in all flood hazard areas. In addition, as described in Section 3.10.2(a), VMT-reducing projects involving disturbance of one or more acres would be subject to the requirements of the NPDES Construction General Permit. Applicants would be required to develop a project-specific SWPPP, which would identify BMPs to reduce the potential for pollutants in surface runoff from leaving the project site. Therefore, implementation of VMT-reducing projects under the program would not risk release of pollutants due to project inundation. No impact would occur.

e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Less than significant. The potential for VMT-reducing projects that would be implemented as part of the program to conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan is described in the following sections.

Water Quality Control Plan

As discussed in Section 3.10.2(a), the Basin Plan is the applicable water quality control plan for the San Diego region. VMT-reducing projects would be required to comply with the City's *Design Standards and Standard Drawings* and EMC Article 55, which specify grading and erosion control standards to avoid or reduce excessive erosion what could impact water quality. In addition, construction projects that disturb one or more acres would be required to prepare a SWPPP that demonstrates conformance with the NPDES Construction General Permit. The SWPPP would identify applicable BMPs that would need to be implemented to reduce the amount of pollutants and surface runoff leaving the project site. Through compliance with all applicable regulations and permits, implementation of VMT-reducing projects under the program would not conflict with or obstruct implementation of the Basin Plan for the San Diego region.

Sustainable Groundwater Management Plan

Under the Sustainable Groundwater Management Act, groundwater basins that are classified by the California Department of Water Resources (DWR) as medium- and high-priority basins are required to develop groundwater sustainability plans (GSP) and manage groundwater for long-term sustainability. The program area overlies portions of the Escondido Valley Groundwater Basin. A GSP has not been adopted for the Escondido Valley Groundwater Basin because this basin is classified by DWR as a very low priority basin. The program area also overlies portions of the San Pasqual Valley Groundwater Basin, which is classified by DWR as a medium priority basin. The adopted GSP for this basin is the San Pasqual Basin Groundwater Management Plan (GMP), which serves as a framework for establishing basin management objectives and related actions to improve groundwater resource management in San Pasqual Valley. However, the GMP only applies to land within the jurisdiction of the City of San Diego (City of

Escondido 2012b). Therefore, the City is not subject to the requirements of a sustainable groundwater management plan.

Regardless, as discussed in Section 3.10.2(b), VMT-reducing projects would not involve development of new land uses (e.g., residential, commercial, or industrial) and would not induce population growth in the area that would increase water demand. The minor water needs for dust abatement during construction and for landscaping would not require the substantial use of existing groundwater supplies.

Summary

Based on the above discussion, implementation of VMT-reducing projects under the program would not conflict or obstruct implementation of a water quality control plan or sustainable groundwater management plan. This impact is less than significant.

3.11 LAND USE AND PLANNING

| ENVIRONMENTAL ISSUES | Potentially Significant Impact | Less Than Significant with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------|--|-------------------------------------|-------------------------------------|
| XI. Land Use and Planning. | | | | |
| Would the program: | | | | |
| a) Physically divide an established community? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

3.11.1 Environmental Setting

Development within the program area is concentrated within the valley floor of Escondido, where the city’s urbanized core surrounds the downtown area. Based on an inventory conducted for the City’s updated General Plan land use categories, single and multifamily residential uses represented the dominant land uses, occupying 36,145 acres and 71 percent of the General Plan area. Public land and open space are the second largest land uses, occupying 7,686 acres and 15 percent of the General Plan area (City of Escondido 2012a). Open space areas are located around the perimeter of the program area, with larger areas in the north and east of the City.

Existing land use designations in the program area include residential land uses that range from low density rural to high-density urban, several types of commercial and industrial land uses with varying development intensity, office, public land uses, and specific planning areas (City of Escondido 2012b).

3.11.2 Discussion

a) Physically divide an established community?

Less than significant. Division of an established community could result from the construction of a physical feature, such as a wall, interstate highway, airport, roadway, or railroad tracks. Additionally, division of an established community could result from the removal of a means of access, such as a local road or bridge, that could impair mobility or constrain travel within an existing community or between a community and outlying areas.

VMT-reducing projects that would be implemented as part of the program would include improvements to the City’s existing pedestrian, bicycle, and transit network within developed roadway rights-of-way. These projects would generally be located within a 0.5-mile travel distance of a proposed development project and in proximity to key destinations (e.g., existing parks, schools, community centers, or shopping centers). As such, these projects are intended to improve, rather than impair, community connectivity and access throughout the city. Therefore, implementation of VMT-reducing projects under the program would not physically divide an established community. This impact is less than significant.

b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

No impact. VMT-reducing projects that would be implemented as part of the program would include improvements to the City’s existing pedestrian, bicycle, and transit network within developed roadway rights-of-way. These projects would not change existing land uses and would comply with all applicable zoning regulations. Furthermore, as

discussed in Section 3.3, "Air Quality," Section 3.8, "Greenhouse Gas Emissions," and Section 3.17, "Transportation," VMT-reducing projects would be consistent with General Plan policies intended to reduce vehicle trips and associated air pollutant and greenhouse gas emissions, which would have beneficial environmental effects. Therefore, implementation of VMT-reducing projects under the program would not cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. No impact would occur.

3.12 MINERAL RESOURCES

| ENVIRONMENTAL ISSUES | Potentially Significant Impact | Less Than Significant with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------|--|------------------------------|-------------------------------------|
| XII. Mineral Resources. | | | | |
| Would the program: | | | | |
| a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

3.12.1 Environmental Setting

The DOC Division of Mines and Geology classifies land into mineral resource zones (MRZs), according to the land’s known or inferred mineral resource potential. Areas classified as MRZ-2 are underlain by mineral deposits where geologic information shows that significant measured or indicated resources are present. One area designated MRZ-2 exists within the program area boundary. The area designated MRZ-2 is an alluvial fan deposit located in the southeastern portion of the city. It is almost entirely located within the city of San Diego, except a small segment along the eastern edge of the city of Escondido along Rockwood Road (DOC 1982, City of Escondido 2012b).

There are currently no permitted mines or active extraction sites within the city of Escondido. The City’s General Plan does not include a designation for mineral resources or extraction operations. Mining and extraction operations are not listed as a permitted or conditionally permitted use for any zone in the City’s Zoning Ordinance (City of Escondido 2012b).

3.12.2 Discussion

- a) **Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?**

No impact. VMT-reducing projects that would be implemented as part of the program would include improvements to the City’s existing pedestrian, bicycle, and transit network. The locations of VMT-reducing projects are identified in Table 2-1; however, applicants may propose VMT-reducing projects at other locations throughout Escondido. Applicant-proposed locations for VMT-reducing projects would generally be within a 0.5-mile travel distance of a proposed development project and in proximity to key destinations (e.g., existing parks, schools, community centers, or shopping centers). Additionally, VMT-reducing projects would occur in already disturbed, developed areas within existing roadway rights-of-way where mineral resources are not present. Therefore, implementation of VMT-reducing projects under the program would not result in the loss of availability of a known mineral resource of value to the region and the state. No impact would occur.

b) **Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?**

No impact. The City's General Plan and zoning ordinance does not include any designations for mineral resources or extraction operations and does not identify any locally important mineral resource recovery sites. Therefore, implementation of VMT-reducing projects under the program would not result in the loss of availability of a locally important mineral resource recovery site. No impact would occur.

3.13 NOISE

| ENVIRONMENTAL ISSUES | Potentially Significant Impact | Less Than Significant with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------|--|-------------------------------------|-------------------------------------|
| XIII.Noise. | | | | |
| Would the program result in: | | | | |
| a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies, or a substantial temporary or permanent increase in noise levels above existing ambient levels that could result in an adverse effect on humans? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Generation of excessive groundborne vibration or groundborne noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

3.13.1 Environmental Setting

Sound is a mechanical form of radiant energy, transmitted by a pressure wave through a solid, liquid, or gaseous medium. Sound that is loud, disagreeable, unexpected, or unwanted is generally defined as noise. Noise is typically expressed in decibels (dB), which is a common measurement of sound energy. Definitions of acoustical terms used in this section are provided in Table 3-3.

Table 3-3 Acoustic Term Definitions

| Term | Definition |
|---|---|
| Noise | Noise is generally defined as sound that is loud, disagreeable, unexpected, or unwanted. |
| Decibel (dB) | Sound levels are measured using the decibel scale, developed to relate to the range of human hearing. A decibel is logarithmic; it does not follow normal algebraic methods and cannot be directly summed. For example, a 65-dB source of sound, such as a truck, when joined by another 65-dB source results in a sound amplitude of 68 dB, not 130 dB (i.e., doubling the source strength increases the sound pressure by 3 dB). A sound level increase of 10 dB corresponds to 10 times the acoustical energy, and an increase of 20 dB equates to a 100-fold increase in acoustical energy. |
| Equivalent Noise Level (L _{eq}) | The average noise level during a specified time period; that is, the equivalent steady-state noise level in a stated period of time that would contain the same acoustic energy as the time-varying noise level during the same period (i.e., average noise level). |
| Maximum Noise Level (L _{max}) | The highest instantaneous noise level during a specified time period. |
| Community Noise Equivalent Level (CNEL) | Similar to the L _{dn} described above with an additional 5-dB penalty applied during the noise-sensitive hours from 7 p.m. to 10 p.m., which are typically reserved for evening relaxation activities. |

Source: Caltrans 2013.

Noise can be generated by many sources, including mobile sources such as automobiles, trucks, and airplanes and stationary sources such as activity at construction sites, machinery, and commercial and industrial operations. As sound travels through the atmosphere from the source to the receiver, noise levels attenuate (i.e., decrease) depending on ground absorption characteristics, atmospheric conditions, and the presence of physical barriers.

In typical noisy environments, changes in noise of 1–2 dB are generally not perceptible. However, it is widely accepted that people are able to begin to detect sound level increases of 3 dB in typical noisy environments. Further, a 5-dB increase is generally perceived as a distinctly noticeable increase, and a 10-dB increase is generally perceived as a doubling of loudness. Therefore, a doubling of sound energy (e.g., doubling the volume of traffic on a highway) that would result in a 3-dB increase in sound would generally be perceived as barely detectable (Caltrans 2013).

GROUND VIBRATION

Vibration is the periodic oscillation of a medium or object with respect to a given reference point. Sources of vibration include natural phenomena (e.g., earthquakes, volcanic eruptions, sea waves, landslides) and those introduced by human activity (e.g., explosions, machinery, traffic, trains, construction equipment). Vibration sources may be continuous, such as factory machinery, or transient in nature, such as explosions.

Vibration amplitudes are commonly expressed in peak particle velocity (PPV) or root-mean-square (RMS) vibration velocity. PPV is defined as the maximum instantaneous positive or negative peak of a vibration signal. PPV is typically used in the monitoring of transient and impact vibration and has been found to correlate well to the stresses experienced by buildings (FTA 2018; Caltrans 2020). PPV and RMS vibration velocity are normally described in inches per second. Although PPV is appropriate for evaluating the potential for building damage, it is not always suitable for evaluating human response. It takes some time for the human body to respond to vibration signals. In a sense, the human body responds to average vibration amplitude. The RMS of a signal is the average of the squared amplitude of the signal, typically calculated over a 1-second period. As with airborne sound, the RMS velocity is often expressed in decibel notation as vibration decibels (VdB), which serves to compress the range of numbers required to describe vibration (FTA 2018).

The typical background vibration-velocity level in residential areas is typically 50 VdB or lower and the threshold of perception for humans is approximately 65 VdB. A vibration level of 85 VdB in a residence can result in strong annoyance and a vibration level of 100 VdB is the threshold for risk of minor cosmetic damage for fragile buildings. Typical outdoor sources of perceptible ground vibration are construction equipment, steel-wheeled trains, and traffic on rough roads. If a roadway is smooth, the ground vibration is rarely perceptible. Constant or transient vibrations can weaken structures, crack facades, and disturb occupants (FTA 2018).

EXISTING SENSITIVE RECEPTORS

Noise- and vibration-sensitive land uses are generally considered to include those uses for which noise exposure could result in health-related risks to individuals, as well as uses for which quiet is an essential element of their intended purpose. Residential dwellings are of primary concern because of the potential for increased and prolonged exposure of individuals to both interior and exterior noise levels. Additional land uses such as parks, historic sites, cemeteries, and recreation areas are also considered sensitive to increases in exterior noise levels. Schools, health care facilities, places of worship, hotels, libraries, and other places where low interior noise levels are essential are also considered noise- and vibration-sensitive land uses.

EXISTING NOISE SOURCES

Major roadway sources of noise within the city are vehicular traffic along major roadways (i.e., SR 78 and I-15) and rail traffic along the North County Transit District (NCTD) SPRINTER rail line. The City's General Plan EIR shows existing noise contours around major roads and highways throughout the city. The roadways that generate the highest noise levels in the city include I-15 (78-81 dBA CNEL), SR 78 from Nordahl Road to the end of the freeway (76-79 dBA

CNEL), Bear Valley Parkway from Beethoven Drive to San Pasqual Valley Road (75-76 dBA CNEL), Centre City Parkway from South Iris Lane to the I-15 Southbound (SB) Ramps (74-76 dBA CNEL), Del Dios Road from Via Rancho Parkway to Mount Israel Road (77 dBA CNEL), Valley Parkway from Auto Park Way to the I-15 northbound (NB) Ramps (76 dBA CNEL), and Via Rancho Parkway from Quiet Hills Road to Beethoven Drive (72-77 dBA CNEL) (City of Escondido 2012b).

The McClellan-Palomar Airport is approximately 12 miles west of the city. According to the Airport Land Use Compatibility Plan, the facility generated less than 60 dBA CNEL within Escondido’s airspace. In addition, noise is generated from air ambulances that provide unscheduled emergency patient deliveries to the Palomar-Pomerado Hospital by helicopter. However, due to the variability of flight schedules and flight patterns there are no laws or regulations regarding specific flight patterns (San Diego County ALUC 2011, City of Escondido 2012a).

Commercial and industrial land uses are present along major transportation corridors in the urban core of the city. Depending on the type of use, hours of operation, and specific equipment present, these areas could contribute to the surrounding noise environment. In addition, the city also experiences noises common in urban environments such as construction, landscaping equipment, barking dogs, loud music, schools, parks, playgrounds, and churches (City of Escondido 2012a).

CITY OF ESCONDIDO MUNICIPAL CODE

The City’s Noise Ordinance (EMC Chapter 17, Article 12, “Noise Abatement and Control”) prohibits the making of disturbing, excessive, offensive or unusually loud noises within the city limits. Excessive noise is considered as a detriment to public health, comfort, convenience, safety, welfare, and prosperity of City residents. Table 3-4 provides Section 17.229(a) sound limit levels for stationary sources at any point on or beyond the boundaries of the property from where the sound is originated according to land use type and a permitted time of day. According to Section 17.234(a-e), construction activities may not exceed more than one hour of 75 dB sound levels and are limited to Monday through Friday between 7:00 a.m. and 6:00 p.m., or on Saturdays between 9:00 a.m. and 5:00 p.m. However, as stated in Section 17.242(a), the City Manager may waive any or all of the provisions of this subsection in cases where a variance was obtained, and vehicles or equipment used are reduced to the lowest sounds levels while conducting effective operations.

Table 3-4 City of Escondido Sound Level Limits

| Zone | Time | Applicable Limit One-hour Average (Leq) Sound Level (Decibels) |
|----------------------------------|-------------------|--|
| Residential | 7 a.m. to 10 p.m. | 50 |
| | 10 p.m. to 7 a.m. | 45 |
| Multi-residential | 7 a.m. to 10 p.m. | 55 |
| | 10 p.m. to 7 a.m. | 50 |
| Commercial | 7 a.m. to 10 p.m. | 60 |
| | 10 p.m. to 7 a.m. | 55 |
| Light Industrial/Industrial Park | Anytime | 70 |
| General Industrial | Anytime | 75 |

Source: City of Escondido 2012b.

3.13.2 Discussion

- a) **Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies, or a substantial temporary or permanent increase in noise levels above existing ambient levels that could result in an adverse effect on humans?**

Less than significant. VMT-reducing projects that would be implemented as part of the program would include improvements to the City's existing pedestrian, bicycle, and transit network. During operation, these types of projects would not permanently introduce any new stationary sources of noise (e.g., machinery, pumps, fans, compressors, or other equipment) and would not generate new vehicle trips that would result in transportation-related noise. Therefore, operation of VMT-reducing projects would not result in any increases in permanent noise sources.

The City has established requirements intended to protect the community from construction-related noise impacts. EMC Section 17.234(a-e) limits construction activities to Monday through Friday between 7:00 a.m. and 6:00 p.m., or on Saturdays between 9:00 a.m. and 5:00 p.m. As stated in EMC Section 17.242(d), construction equipment may not cause noise in excess of a one-hour average sound level (i.e., L_{eq}) limit of 75 dB, unless a variance has been obtained in advance from the City manager. The Federal Transit Administration (FTA) has also established construction noise criteria, which specify noise levels that may result in an adverse community reaction (FTA 2018). The FTA criteria are as follows:

- ▶ Residential: 90 dBA L_{eq} (day) and 80 dBA L_{eq} (night)
- ▶ Commercial/Industrial: 100 dBA L_{eq} (day and night)

Construction of VMT-reducing projects would result in temporary increases in ambient noise levels from vehicle trips that generate noise. For any given VMT-reducing project, construction-related vehicle trips would travel along multiple roads throughout the city, and therefore not expose any individual sensitive receptor to substantial noise levels for a sustained period of time. Additionally, the minor and temporary increase in construction-related vehicle trips would not result in a substantial increase in ambient noise levels along roadways in the city because, as discussed in Section 3.13.1, "Environmental Setting," a doubling of traffic volume on a roadway would have to occur before an increase in noise levels would be detectable to a person.

The use of heavy equipment would also result in temporary increases in ambient noise levels during construction of VMT-reducing projects. As described in Section 2.4, "Description of the Proposed Program," construction equipment that could be used includes concrete saws for hardscape removal, backhoes or mini excavators, skip loaders, smooth drum rollers, dump trucks, and striping and paving machines, depending on the type of VMT-reducing project. Based on the anticipated construction equipment that would be used and applying reference maximum noise levels for each, average hourly construction noise could range from 76 dBA L_{eq} to 83 dBA L_{eq} at 50 feet from the receptor (FTA 2018, FHWA 2006).

Construction activities for VMT-reducing projects would be required to comply with the City's construction noise requirements outlined in EMC Section 17.234(a-e). Construction activities would be limited to daytime hours. Depending on the specific construction activities involved and the proximity of construction activities to existing sensitive receptors, construction noise levels may exceed the one-hour average sound level limit of 75 dBA L_{eq} , as specified in EMC Section 17.242(d). However, in these cases, applicants would be required to obtain a variance from the City Manager. Regardless, construction noise levels are not anticipated to exceed FTA's construction noise criteria of 90 dBA L_{eq} in residential areas and 100 dBA L_{eq} in commercial and industrial areas. Therefore, construction activities would not result in an adverse community reaction.

With regard to human response, changes in noise of 1 to 2 dB are generally not perceptible to people in typical noisy environments. However, it is widely accepted that people can begin to detect sound level increases of 3 dB in typical noisy environments. Further, a 5-dB increase is generally perceived as a distinctly noticeable increase, and a 10-dB increase is generally perceived as a doubling of loudness (Caltrans 2013: 2-10). However, a substantial increase in

noise itself does not necessarily constitute a significant noise impact, so long as overall noise exposure is below an acceptable level and does not result in excessive exposure for extended periods of time (FTA 2018)

As discussed in Section 3.13.1, existing noise levels range from 72-81 dBA CNEL along the loudest roadways in the city. For construction activity along these roadways, construction noise would be masked by existing ambient noise levels. However, at other locations, such as in quieter, residential neighborhoods away from major roadways, existing ambient noise levels could be below 60 dBA CNEL. In these areas, construction-related noise increases could exceed 10 dB, which would be perceived by people adjacent to the equipment as more than a doubling of existing noise levels. Actual increases in noise levels would vary depending on the distance from the construction equipment to the receptor and the presence of intervening topography, vegetation, or structures, which may provide shielding and reduce noise levels.

FTA provides general and detailed guidance for assessing construction noise impacts and this analysis is developed largely based on the general guidance. In addition, FTA recognizes the greater potential for noise impacts to occur when construction activities result in noise exposure for extended periods of time, which FTA has identified as 30 days, and in these circumstances, recommends the use of lower noise standards that account for the sensitive time of the day. Because the proposed project's construction would occur during the daytime hours and each individual phase would be relatively short (i.e., one to two days at any one location), it is appropriate to only consider the hourly noise levels at each construction location, assessing construction noise as a temporary and intermittent source rather than a source that occurs for an extended period of time.

On average, construction activities for each VMT-reducing project would be short-term, lasting for approximately one to two weeks. Construction activities would not involve particularly noisy equipment or activities, such as blasting or pile driving. Different pieces of construction equipment would be used intermittently to complete the work and would move linearly along a roadway or corridor and through a given area at an approximate rate of 250 to 350 feet per day. Because the sources of construction noise would be mobile and shifting as the work is performed, the exposure of individual residents, households, and other sensitive receptors to substantial noise level increases would be limited to a fraction of a workday. Furthermore, construction-related noise-generating activities would be limited to daytime hours when ambient noise levels are higher and people are less likely to be disturbed or awakened. Such brief, intermittent periods of exposure to substantial noise level increases would not result in the kinds of adverse health effects to humans that are associated with prolonged exposure to sustained substantial noise levels over long periods of time (e.g., weeks or months) or to substantial noise level increases that disrupt sleep. Thus, for all the foregoing reasons, construction activities would not result in substantial temporary increases in noise levels that would adversely affect human health or well-being in the city.

Based on the above discussion, implementation of VMT-reducing projects under the program would not generate substantial temporary or permanent increases in ambient noise levels in the vicinity of a given project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies, or a substantial temporary or permanent increase in noise levels above existing ambient levels that could result in an adverse effect on humans. This impact is less than significant.

b) Generation of excessive groundborne vibration or groundborne noise levels?

Less than significant. VMT-reducing projects that would be implemented as part of the program would include improvements to the City's existing pedestrian, bicycle, and transit network. Operation of these projects would not introduce stationary or transportation-related sources of groundborne vibration or noise. Therefore, operation of VMT-reducing projects would not generate excessive groundborne vibration or noise levels.

Based on FTA guidance, transient vibrations (such as construction activity) with a 0.2 inches per second (in/sec) PPV may be characterized as causing structural damage to non-engineered timber and masonry buildings, 0.3 PPV in/sec for engineered concrete masonry, and 0.5 PPV in/sec for reinforced concrete, steel, or timber structures. In addition, peak VdB established by the FTA, recommend a level of 80 VdB for the purpose of evaluating disturbance to sensitive land uses where people sleep.

Construction of VMT-reducing projects would result in temporary increases in groundborne noise and vibration from the use of heavy equipment. As described in Section 2.4, "Description of the Proposed Program," construction equipment that could be used includes concrete saws for hardscape removal, backhoes or mini excavators, skip loaders, smooth drum rollers, dump trucks, and striping and paving machines, depending on the type of VMT-reducing project. Construction activities would not require the use of pile drivers or other types of equipment that produce substantial groundborne vibration or noise. Of the types of equipment that would be used, vibratory rollers would generate the highest levels of vibration. Based on FTA guidance, reference vibration levels for this type of equipment are 0.21 PPV in/sec and 94 VdB at 25 feet (FTA 2018). FTA recommended criteria of 0.2 PPV in/sec for structural damage and 80 VdB for human disturbance could be exceeded for VMT-reducing projects at distances within 75 feet and 25 feet, respectively, of construction equipment use. Actual exposure levels would depend on equipment types, haul truck routes, and proximity to and characteristics of sensitive receptors.

As discussed in Section 3.13.2(a), construction activities for each VMT-reducing project would be short-term, lasting, on average, approximately one to two weeks. Different pieces of construction equipment would be used intermittently to complete the work and would move linearly along a roadway or corridor and through a given area at an approximate rate of 250 to 350 feet per day. Because the sources of groundborne vibration and noise would be mobile and shifting as the work is performed, the exposure of individual residents, households, and other sensitive receptors to excessive groundborne vibration and noise would be limited to a fraction of a workday. Furthermore, construction activities that generate groundborne vibration and noise would be limited to daytime hours when people are less likely to be disturbed or awakened. Such brief, intermittent periods of exposure to increases in groundborne vibration and noise would not result in the kinds of adverse health effects to humans that are associated with prolonged exposure to sustained substantial groundborne vibration and noise levels over long periods of time (e.g., weeks or months) or to substantial noise level increases that disrupt sleep. Furthermore, most construction activities would be located at distances greater than 25 feet from the nearest structures and vibration levels would dissipate rapidly at increasing distance from the vibration source. Finally, it is extremely rare for structural damage to occur from equipment other than pile driving, at these distances, thus, the potential for structural damage from the proposed construction activities would not be a concern. For all the foregoing reasons, implementation of VMT-reducing projects under the program would not generate excessive groundborne vibration or groundborne noise levels. This impact is less than significant.

- c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?**

No impact. VMT-reducing projects that would be implemented as part of the program would not be located within the vicinity of a private airstrip or an airport land use plan. In addition, these projects do not propose the siting of any new sensitive receptors near existing airstrips or airports. Therefore, implementation of the program would not expose people residing or working in the project area to excessive airport-related noise levels. No impact would occur.

3.14 POPULATION AND HOUSING

| ENVIRONMENTAL ISSUES | Potentially Significant Impact | Less Than Significant with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|--------------------------------|--|-------------------------------------|-------------------------------------|
| XIV. Population and Housing. | | | | |
| Would the program: | | | | |
| a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

3.14.1 Environmental Setting

Historically, the city of Escondido has experienced a slower rate of population growth than the San Diego region. By 2035, the buildout date for the City’s General Plan, SANDAG forecasts that the population in the city will increase to over 168,779 people, which represents a 17 percent growth rate when compared to 2010 conditions. In comparison, the San Diego region is anticipated to grow by 30 percent from 2010 to 2035 (City of Escondido 2012b).

Based on data from the US Census Bureau, the city’s population in 2020 was 151,271 people (US Census Bureau 2021). In 2020, there were 48,724 households in the city with an average household size of approximately 3.04 people (US Census Bureau 2021).

3.14.2 Discussion

- a) **Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?**

Less than significant. VMT-reducing projects that would be implemented as part of the program would include improvements to the City’s existing pedestrian, bicycle, and transit network. These projects would not induce population growth directly or indirectly because the projects do not propose new housing or changes to policies or regulations related to land use or residential zoning. Additionally, VMT-reducing projects would generally be located in urbanized areas that are within 0.5-mile travel distance of a proposed development project and in proximity to key destinations (e.g., existing parks, schools, community centers, or shopping centers). Therefore, VMT-reducing projects would not induce population growth through the extension of transportation infrastructure to undeveloped areas. Furthermore, improvements to the pedestrian, bicycle, and transit network would support the growth and development that is anticipated occur under the land use assumptions contained within the City’s General Plan. Construction of VMT-reducing projects could result in a temporary increase in the number of construction workers in the program area. However, these types of projects are small construction projects, which would not require a large construction crew. Furthermore, construction workers would likely be from the San Diego region and permanent, substantial relocation of workers would not be required. Therefore, implementation of VMT-reducing projects under the program would not result in substantial population growth or employment growth in the program area. This impact is less than significant.

b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

No impact. VMT-reducing projects that would be implemented as part of the program would occur within developed roadway rights-of-way. These projects would not displace people or housing because they would not require the removal of existing housing and would not propose changes to policies or regulations related to land use or residential zoning. Therefore, implementation of VMT-reducing projects under the program would not displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere. No impact would occur.

3.15 PUBLIC SERVICES

| ENVIRONMENTAL ISSUES | Potentially Significant Impact | Less Than Significant with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|--------------------------------|--|------------------------------|-------------------------------------|
| XV. Public Services. | | | | |
| Would the program: | | | | |
| a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services: | | | | |
| Fire protection? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Police protection? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Schools? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Parks? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Other public facilities? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

3.15.1 Environmental Setting

The City of Escondido Fire Department (EFD) and the Escondido Police Department (EPD) are the primary agencies responsible for providing fire protection and police protection services in the program area. Their joint headquarters are located at the combined Police and Fire Facility, at 1163 North Centre City Parkway. EFD operates seven fire stations and is staffed by 93 full-time safety officers, 18 full-time non-safety staff, 10 full-time administration, 3 part-time administration, and 27 senior volunteers. EFD is responsible for the protection of life and property from fire, explosion, hazardous materials incidents, severe weather, earthquakes, transportation disasters, multi-casualty incidents, terrorist acts, and other emergencies (EFD 2022). EPD has 170 sworn police personnel and 69 non-sworn support personnel who provide a variety of services, such as conducting criminal investigations and responding to emergency and routine calls for police service (EPD 2022).

Elementary and middle school educational services within the program area are provided by the Escondido Union School District (EUSD), while high school services are provided by the Escondido Union High School District (EUHSD). In addition to public schools operated by EUSD and EUHSD, the city contains a variety of charter and private school facilities (City of Escondido 2012b).

The City operates a number of other facilities, which include various government buildings, a library, and parks and recreational facilities. The Escondido Public Library is located at 239 South Kalmia Street, Escondido, CA 92025 (City of Escondido 2012b).

3.15.2 Discussion

- a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:

Fire protection?

Police protection?

Schools?

Parks?

Other public facilities?

No impact. VMT-reducing projects that would be implemented as part of the program would include improvements to the City's existing pedestrian, bicycle, and transit network. These projects do not include development of new residences or the creation of permanent jobs requiring increased fire or police services. As discussed in Section 3.14, "Population and Housing," VMT-reducing projects would not induce population growth that would generate new students in the community or new residents that would require school services, new or expanded park facilities, other public facilities. Therefore, implementation of VMT-reducing projects under the program would not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities. No impact would occur.

3.16 RECREATION

| ENVIRONMENTAL ISSUES | Potentially Significant Impact | Less Than Significant with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------|--|------------------------------|-------------------------------------|
| XVI. Recreation. | | | | |
| Would the program: | | | | |
| a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

3.16.1 Environmental Setting

The City maintains many parks and recreational facilities throughout the program area, including regional parks, community parks, neighborhood parks, urban parks, trails, and recreational facilities (City of Escondido 2012b). The City's General Plan establishes the acceptable service standard ratio for parks. Quality of Life Standard 6, Parks System, requires the City to provide a minimum of 11.8 acres of active and passive parkland per 1,000 dwelling units. This parkland acreage must involve a minimum of 5.9 acres of developed active neighborhood and community parks in addition to 5.9 acres of passive park land and/or open space for habitat preservation per 1,000 dwelling units (City of Escondido 2012a).

3.16.2 Discussion

- a) **Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?**

No impact. Population growth in an area can result in an increase in the demand for parks and recreational facilities. VMT-reducing projects would include improvements to the City's existing pedestrian, bicycle, and transit network. These types of improvements would not include construction of new housing or commercial development, and therefore, would not contribute to population growth. In addition, the number of construction workers needed to install future projects would be minimal and would not substantially increase the use of existing recreational facilities. Therefore, implementation of VMT-reducing projects under the program would not increase the use of recreational facilities to the extent that substantial deterioration would occur. No impact would occur.

- b) **Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?**

No impact. As discussed in Section 3.16.2(a), VMT-reducing projects would not include development of recreational facilities and would not induce population growth that would require the construction or expansion of recreational facilities. No impact would occur.

3.17 TRANSPORTATION

| ENVIRONMENTAL ISSUES | Potentially Significant Impact | Less Than Significant with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------|--|-------------------------------------|--------------------------|
| XVII. Transportation. | | | | |
| Would the program: | | | | |
| a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d) Result in inadequate emergency access? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

3.17.1 Environmental Setting

The transportation system in the city consists of highways, streets, pedestrian pathways, transit routes, and bikeways. The circulation system is connected to the larger regional network, which includes SR 78 and I-15. Metropolitan Transit System and NCTD provide bus service in the program area. Bus service is generally provided along major circulation corridors with a heavier concentration of bus routes in the downtown area. There are two major bus transfer points located within the program area: Escondido Transit Center and Del Lago Transit Station. NCTD also operates a light rail transit system, the SPRINTER, which extends along the SR 78 corridor. Several major roadways within the program area are equipped with bike lanes, including Centre City Parkway, Bear Valley Parkway, El Norte Parkway and Mission Avenue. In addition to street bicycle facilities, Escondido has two regionally significant off-street bike paths: the Inland Rail Trail and the Escondido Creek Bikeway. The Inland Rail Trail follows the SPRINTER railroad right-of-way west to the cities of San Marcos and Vista. The Escondido Creek Bikeway extends east-west across the city through the downtown area (City of Escondido 2012b).

3.17.2 Discussion

- a) **Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?**

Less than significant. Applicable programs, plans, and policies that address the circulation system within the program area include the following:

- ▶ The SANDAG 2050 Regional Transportation Plan (RTP) serves as the blueprint for developing a regional transportation system that further enhances quality of life, promotes sustainability, and offers more mobility options for people and goods in the San Diego region. The RTP includes strategies and programs to reduce VMT in the region, including actions to promote active transportation and improve transit infrastructure (SANDAG 2011).
- ▶ The Mobility and Infrastructure Element of the City's General Plan includes policies that address the transportation system, including policies to promote non-vehicular facilities, walkability, active living, transit usage, transportation demand management strategies, and complete streets (City of Escondido 2012a).

- ▶ The City's CAP includes a variety of measures to reduce GHG emissions through promoting and improving alternate modes of transportation. GHG reduction measures include synchronizing traffic signals and installing roundabouts to reduce vehicle idling, encouraging vanpooling, improving pedestrian infrastructure, implementing a Safe Routes to School program, developing a Transportation Demand Management Plan, installing new bicycle lanes, increasing the number of commuters using transit from new residential developments within the Downtown Specific Plan area, developing an intra-city shuttle system, increasing transit ridership, and establishing a new VMT threshold for new projects to reduce VMT.

VMT-reducing projects that would be implemented as part of the program would include improvements to the City's existing pedestrian, bicycle, and transit network. These projects would improve the operation of the circulation system by encouraging walking, bicycling, and taking public transit and thereby reducing vehicle trips on roadways in the program area. Therefore, these projects would support rather than conflict with the programs and policies in the SANDAG 2050 RTP as well as the City's General Plan and CAP that are intended to reduce VMT. Construction of VMT-reducing projects would result in a temporary increase in construction-related vehicle trips and worker commutes. However, these types of projects would be considered small construction projects, which would not require a large construction crew and would not result in a substantial number of vehicle trips. Therefore, implementation of VMT-reducing projects under the program would not adversely affect the performance of the circulation system and would not conflict with any applicable transportation programs, plans, or policies. This impact is less than significant.

b) Conflict or be inconsistent with CEQA Guidelines section 15064.3(b), which pertains to vehicle miles travelled?

Less than significant. As described in Section 2.2, Senate Bill 743 required OPR to develop new CEQA guidelines that address traffic metrics under CEQA. The Office of Administrative Law approved comprehensive updates to the CEQA Guidelines (including Section 15064.3[b]) that included removing level of service as a measure of transportation impacts under CEQA and replacing it with VMT. A "vehicle mile traveled" is defined as one vehicle traveling on a roadway for 1 mile. According to OPR's *Technical Advisory on Evaluating Transportation Impacts in CEQA*, projects that generate or attract fewer than 110 vehicle trips per day generally may be assumed to cause a less-than-significant transportation impact (OPR 2018).

VMT-reducing projects that would be implemented as part of the program would include improvements to the City's existing pedestrian, bicycle, and transit network. These improvements would not induce population growth directly or indirectly because they do not propose new housing and do not propose changes to policies or regulations related to land use or residential zoning. Rather, as shown in Table 2-1, VMT-reducing projects are anticipated to reduce vehicle trips. The VMT reductions would vary depending on the type and length of improvements. Construction of VMT-reducing projects would not require large construction crews, and thus, would not result in a number of vehicle trips that would exceed 110 vehicle trips per day. Thus, any temporary VMT increases associated with construction activities would be offset by the overall net benefits of long-term VMT reduction from implementation of the program. Therefore, implementation of VMT-reducing projects under the program would not conflict or be inconsistent with CEQA Guidelines section 15064.3(b). This impact is less than significant.

c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Less than significant. VMT-reducing projects that would be implemented as part of the program would include improvements to the City's existing pedestrian, bicycle, and transit network. These projects would occur within roadway rights-of-way. Improvements within roadway rights-of-way would be required to comply with the City's *Design Standards and Standard Drawings*, which specifies appropriate alignments, grades, and widths for all types of streets (City of Escondido 2014). Compliance with applicable design standards would ensure that traffic safety hazards are minimized. Furthermore, VMT-reducing projects are intended to improve the safety of the existing transportation network, such as through upgrading bicycle facilities; extending sidewalks; and installing high-visibility crosswalks,

pedestrian hybrid beacons, pedestrian signals, mid-block crosswalks, pedestrian refuge islands, speed tables, bulb-outs (i.e., curb extensions), curb ramps, roundabouts and mini-circles, and pedestrian-only connections and districts.

Construction activities for VMT-reducing projects would occur within roadway rights-of-way and have potential to increase hazards for bicyclists and pedestrians using the existing transportation network. Encroachment permits from the City would be required for all work within public rights-of-way. As a requirement of encroachment permit approval, project proponents would be required to develop a traffic control plan that meets the requirements of the most current California Manual on Uniform Traffic Control Devices (Caltrans 2021) and the latest edition of the Standard Specifications for Public Works Construction. Compliance with the encroachment permit and traffic control plan would ensure that traffic safety hazards within public rights-of-way are minimized for the duration of construction activities. Therefore, implementation of VMT-reducing projects under the program would not increase hazards due to a geometric design feature or incompatible uses. This impact is less than significant.

d) Result in inadequate emergency access?

Less than significant. VMT-reducing projects that would be implemented as part of the program would include improvements to the City's existing pedestrian, bicycle, and transit network. These projects would occur within roadway rights-of-way and have potential to alter existing roadways that serve as emergency access routes. All improvements within roadway rights-of-way would be designed in compliance with the most recent California Fire Code at the time of project implementation. The California Fire Code, which is adopted by reference in the Escondido Fire Code, requires the width of an unobstructed roadway to measure no less than 24 feet in order to provide adequate access for fire and emergency responders. Additionally, improvements within roadway rights-of-way would be required to comply with the City's *Design Standards and Standard Drawings*, which require emergency access roads be designed and constructed to the requirements of City Engineer and Fire Marshal (City of Escondido 2014). Compliance with applicable codes and design standards would ensure that adequate emergency access is provided in the design of VMT-reducing projects.

Construction activities for VMT-reducing projects would occur within roadway rights-of-way and may require temporary lane closures or result in other traffic disruptions. Encroachment permits from the City would be required for all work within public rights-of-way. As a requirement of encroachment permit approval, project proponents would be required to develop a traffic control plan that meets the requirements of the most current California Manual on Uniform Traffic Control Devices (Caltrans 2021) and the latest edition of the Standard Specifications for Public Works Construction. Compliance with the encroachment permit and traffic control plan would ensure that traffic disruptions are minimized and adequate emergency access is provided for the duration of construction activities. Therefore, implementation of VMT-reducing projects under the program would not result in inadequate emergency access. This impact is less than significant.

3.18 TRIBAL CULTURAL RESOURCES

| ENVIRONMENTAL ISSUES | Potentially Significant Impact | Less Than Significant with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|-------------------------------------|--|-------------------------------------|--------------------------|
| XVIII. Tribal Cultural Resources. | | | | |
| Has a California Native American Tribe requested consultation in accordance with Public Resources Code section 21080.3.1(b)? | <input checked="" type="checkbox"/> | | | <input type="checkbox"/> |
| Would the program cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is: | | | | |
| a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

3.18.1 Environmental Setting

Lands within the city of Escondido were traditionally inhabited by the Kumeyaay/Diegueño and Luiseño Native Americans. Diegueño is recognized as a member of the California-Delta Yuman division of the Yuman-Cochimi language family, and includes three main dialects: Ipai, Kumeyaay, and Tipai. The Ipai occupied the central portion of San Diego County, while the Kumeyaay inhabited the southern portion of the county, including lands extending into the California portion of the Colorado Desert. The Tipai territory included the lands from Jamul southward into Baja California, south of Ensenada. Modern ethnographers tend to combine the Kumeyaay and the Tipai as a single, continuous social group. The Luiseño traditional use area is mapped as extending from the Pacific Ocean inland to Lake Elsinore and Palomar Mountain in the east and extending from Agua Hedionda in the south to Aliso Creek in the north (City of Escondido 2012b).

AB 52, signed into law in September of 2014, established a new class of resources under CEQA: "tribal cultural resources," defined in PRC 21074. Pursuant to PRC Sections 21080.3.1, 21080.3.2, and 21082.3, where one or more California Native American Tribes has requested formal written notification of proposed projects from a lead agency, the lead agency shall begin consultation with those tribes by providing them with formal written notification of proposed projects prior to the release of an environmental impact report, negative declaration, or mitigated negative declaration.

In compliance with PRC section 21080.3.1, the City provided formal written notification of the program on September 7, 2022 to Rincon Band of Luiseno Indians, San Luis Rey Band of Mission Indians, San Pasqual Band of Mission Indians, Soboba Band of Luiseno Indians, and Mesa Grande Band of Mission Indians. The San Pasqual Band of

Mission Indians requested consultation on September 18, 2022, and the City and Tribe met on October 21, 2022. The Rincon Band of Luiseno Indians requested consultation on October 17, 2022, and the City and Tribe will meet on November 10, 2022. The tribal consultation process is ongoing and will be completed before the Final Initial Study/Negative Declaration is considered by the City Council. The outcome of consultation will be summarized in the Final Initial Study/Negative Declaration.

3.18.2 Discussion

Would the program cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

- a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?

and

- b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?

Less than significant. VMT-reducing projects that would be implemented as part of the program would include improvements to the City's existing pedestrian, bicycle, and transit network. The activities involved in constructing VMT-reducing projects would include minor grading, excavation, and other ground disturbance. However, VMT-reducing projects would be located in developed areas within roadway rights-of-way, such as on existing roads and sidewalks, or in disturbed areas along roadway shoulders. Because ground disturbance would be limited to shallow depths, comprised of artificial fill or previously disturbed soils, tribal cultural resources are unlikely to be encountered. Therefore, implementation of VMT-reducing projects under the program would not adversely affect tribal cultural resources. This impact is less than significant.

3.19 UTILITIES AND SERVICE SYSTEMS

| ENVIRONMENTAL ISSUES | Potentially Significant Impact | Less Than Significant with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------|--|-------------------------------------|-------------------------------------|
| XIX. Utilities and Service Systems. | | | | |
| Would the program: | | | | |
| a) Require or result in the relocation or construction of construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunication facilities, the construction or relocation of which could cause significant environmental effects? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Have insufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) Result in a determination by the wastewater treatment provider that serves or may serve the project that it has inadequate capacity to serve the project's projected demand, in addition to the provider's existing commitments? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e) Fail to comply with federal, state, and local management and reduction statutes and regulations related to solid waste? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

3.19.1 Environmental Setting

Several agencies supply water to the city, including the City of Escondido Water and Wastewater Division (EWWD), Rincon Del Diablo Municipal Water District (MWD), Vallecitos Water District (VWD), Valley Water MWD, and Vista Irrigation District. Wastewater services are provided by EWWD and VWD. Escondido Disposal provides solid waste disposal services. Residential waste collected by Escondido Disposal is hauled to the Escondido Resource Recovery Transfer Station where it is sorted prior to being transported to the Sycamore Sanitary Landfill or Otay Mesa Landfill.

The City maintains the public roadway network and sidewalks, right-of-way electrical facilities, and the public storm drain conveyance system within the program area. The primary purpose of the public storm drain conveyance system is to facilitate the conveyance of drainage water from rainfall events away from urban areas (City of Escondido 2012b:4.17-27).

SDG&E, a regulated public utility, supplies electricity and natural gas to the city. SDG&E procures electricity generated from a variety of energy sources including coal, natural gas, nuclear, hydroelectric, and a mix of renewable resources.

3.19.2 Discussion

- a) **Require or result in the relocation or construction of construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunication facilities, the construction or relocation of which could cause significant environmental effects?**

No impact. VMT-reducing projects that would be implemented as part of the program would include improvements to the City's existing pedestrian, bicycle, and transit network. These projects would not involve development of new land uses (e.g., residential, commercial, or industrial) and would not induce population growth in the area that would require the construction of new or expanded utilities. Although construction activities for VMT-reducing projects may require minor ground disturbance, excavation would be limited to shallow depths and would not require the relocation of underground utility lines, such as water or sewer lines. Some VMT-reducing projects, such as those involving the construction of new sidewalks or bicycle facilities, could require the relocation of existing above-ground utilities (e.g., powerlines or utility boxes) or stormwater infrastructure (e.g., curb, gutter, and drains) within roadway rights-of-way. However, the environmental effects of these utility relocations would be minor and consistent with the effects described throughout this IS/proposed ND. Therefore, implementation of VMT-reducing projects under the program would not result in significant environmental effects from the relocation or construction of water infrastructure, wastewater treatment facilities, storm drainage facilities, electric power, natural gas, or telecommunications facilities. No impact would occur.

- b) **Have insufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?**

Less than significant. VMT-reducing projects that would be implemented as part of the program would include improvements to the City's existing pedestrian, bicycle, and transit network. These projects would not involve development of new land uses (e.g., residential, commercial, or industrial) and would not induce population growth in the area that would increase demand for water supplies. Pedestrian network improvements and bus stop upgrades may include the installation of new landscaping, which would increase water demands compared to existing conditions. However, landscaping would be limited to water-efficient varieties, such as plants that are native to the San Diego region or are adapted to a hot dry summer and cool winter climate, as required by EMC Article 62, "Water Efficient Landscape Regulations." Therefore, VMT-reducing projects would not result in a substantial permanent increase in the water demand. Construction activities for VMT-reducing projects may require small amounts of water for dust control and grading, which would be sourced from existing water supplies. Therefore, implementation of VMT-reducing projects under the program would not result in a physical impact associated with provision of sufficient water supplies, including related infrastructure needs. This impact is less than significant.

- c) **Result in a determination by the wastewater treatment provider that serves or may serve the project that it has inadequate capacity to serve the project's projected demand, in addition to the provider's existing commitments?**

Less than significant. VMT-reducing projects that would be implemented as part of the program would include improvements to the City's existing pedestrian, bicycle, and transit network. These projects would not involve development of new land uses (e.g., residential, commercial, or industrial) and would not induce population growth in the area that would increase demand for wastewater treatment. Further, VMT-reducing projects would not involve the construction of new restroom facilities. Depending on the duration and location of VMT-reducing projects, the applicant may supply portable restrooms for use by work crews. Portable restrooms are self-contained and would be cleaned periodically, and the waste would be hauled off-site to a wastewater treatment facility for disposal. This service is typically provided by an independent contractor permitted to handle, haul, and dispose of sanitary sewage. Pursuant to 40 CFR Part 403.5, hauled waste must be disposed of at a designated publicly owned treatment facility. Typically, publicly owned treatment facilities are responsible for implementing permit programs for hauled waste and

ensure that adequate treatment capacity exists. Therefore, implementation of VMT-reducing projects under the program would not exceed the capacity of any wastewater treatment provider. This impact is less than significant.

d) **Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?**

and

Fail to comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

Less than significant. The City requires the development of a construction waste management plan (CWMP) for all new building construction and demolition projects. The purpose of the CWMP is to ensure that 65% of non-hazardous construction and demolition debris (e.g., asphalt, concrete, brick, dirt, rock, lumber, cardboard, metals, and any vegetative or other land clearing/landscaping materials) is recycled in compliance with SB 1374 and the California Green Building Standards Code (CalGreen, CCR Title 24) waste diversion requirements.

VMT-reducing projects that would be implemented as part of the program would include improvements to the City's existing pedestrian, bicycle, and transit network. These projects would not involve development of new land uses (e.g., residential, commercial, or industrial) and would not induce population growth in the area that would increase long-term demand for solid waste disposal services. Construction activities for VMT-reducing projects would not involve new building construction, but may require the removal of existing pavement, soils, and other debris. These types of projects would temporarily generate small amounts of solid waste that would be accommodated by nearby landfills. If determined to be applicable, project proponents would develop a CWMP to reduce solid waste generation and comply with the waste diversion requirements of SB 1374 and CalGreen. Based on the above discussion, VMT-reducing projects would not generate solid waste in excess of State or local standards or in excess of the capacity of existing landfills. This impact is less than significant.

3.20 WILDFIRE

| ENVIRONMENTAL ISSUES | Potentially Significant Impact | Less Than Significant with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|---|--|-------------------------------------|-------------------------------------|
| XX. Wildfire. | | | | |
| Is the project located in or near state responsibility areas or lands classified as high fire hazard severity zones? | | | | |
| If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project: | | | | |
| | <input checked="" type="checkbox"/> Yes | | <input type="checkbox"/> No | |
| a) Substantially impair an adopted emergency response plan or emergency evacuation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Require the installation of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

3.20.1 Environmental Setting

CAL FIRE has mapped FHSZs for the entire state. FHSZs are based on an evaluation of fuels, fire history, terrain, housing density, and occurrence of severe fire weather and are intended to identify areas where urban fires could result in catastrophic losses. FHSZs are categorized as moderate, high, and very high. According to CAL FIRE’s Fire Resource Assessment Program, several areas around the perimeter of the city are categorized as very high FHSZs (CAL FIRE 2009).

EFD is the primary agency responsible for wildfire protection in the program area. EFD implements various programs such as weed and vegetation abatement and enforces the Escondido Fire Code to improve public safety. EMC Section 11-15 adopts the more recent 2019 California Fire Code, which contains regulations regarding defensible space, vegetation management, and fire safety during construction.

3.20.2 Discussion

- a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

Less than significant. VMT-reducing projects that would be implemented as part of the program would include improvements to the City’s existing pedestrian, bicycle, and transit network. These projects would occur within

roadway rights-of-way and could alter existing roadways that serve as emergency access routes, which would have the potential to impair adopted emergency response plans. As discussed in Section 3.17.2(d), all improvements within roadway rights-of-way would be designed in compliance with the California Fire Code, which is adopted by reference in the Escondido Fire Code. The California Fire Code requires the width of an unobstructed roadway to measure no less than 24 feet in order to provide adequate access for fire and emergency responders. Additionally, improvements within roadway rights-of-way would be required to comply with the City's *Design Standards and Standard Drawings*, which require emergency access roads be designed and constructed to the requirements of City Engineer and Fire Marshal (City of Escondido 2014). Compliance with applicable codes and design standards would ensure that adequate access is provided for fire and emergency responders during operations of VMT-reducing projects.

Construction activities for VMT-reducing projects would occur within roadway rights-of-way and may require temporary lane closures or result in other traffic disruptions. Encroachment permits from the City would be required for all work within public rights-of-way. As a requirement of encroachment permit approval, project proponents would be required to develop a traffic control plan that meets the requirements of the most current California Manual on Uniform Traffic Control Devices (Caltrans 2021) and the latest edition of the Standard Specifications for Public Works Construction. Compliance with the encroachment permit and traffic control plan would ensure that adequate access is provided for fire and emergency responders for the duration of construction activities. Therefore, implementation of VMT-reducing projects under the program would not impair an adopted emergency response plan or emergency evacuation plan. This impact is less than significant.

b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

No impact. As discussed in Section 3.14, "Population and Housing," VMT-reducing projects that would be implemented as part of the program would not include the construction of new housing and do not propose changes to policies or regulations related to land use or residential zoning. Additionally, VMT-reducing projects would not introduce new occupants that could be exposed to pollutant concentrations from a wildfire or the uncontrolled spread of as wildfire. Furthermore, VMT-reducing projects would be primarily within developed roadway rights-of-way where wildfire risk is low. No impact would occur.

c) Require the installation of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

Less than significant. VMT-reducing projects that would result in the construction of new pedestrian and bicycle facilities could alter existing roadways. No other infrastructure (such as new roads, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment are proposed. VMT-reducing projects could require the use of construction vehicles and equipment within areas categorized as very high FHSZs. The temporary and periodic use of construction vehicles and equipment within a very high FHSZ has the potential to increase the risk of an accidental fire ignition. However, construction activities associated with their implementation would occur within developed roadway rights-of-way where wildfire risk is low. In addition, enforcement of the California Fire Code would require the implementation of fire safety measures during construction. Safety measures would include prohibiting smoking except in approved areas and ensuring proper use of motorized equipment so that exhausts do not discharge against combustible material and refueling would not occur while in equipment was in operation. Therefore, implementation of VMT-reducing projects under the program would not exacerbate fire risks. This impact is less than significant.

d) **Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?**

Less than significant. Wildfire can significantly alter the hydrologic response of a watershed by reducing vegetative cover and altering soil characteristics. As a result, subsequent rainstorms after wildfire can produce landslides and debris flows, which can affect people or structures that are located below an area that has burned. Ground disturbing activities have the potential to destabilize soils, exacerbating post-fire landslide and debris flow hazards.

Construction of VMT-reducing projects would require minor grading, excavation, and other ground disturbance. As discussed in Section 3.7, "Geology and Soils," the program area contains small landslide hazard areas, which are located along the periphery of the city on slopes greater than 25 percent. However, ground disturbing activities for VMT-reducing projects would generally occur in disturbed areas within roadway rights-of-way where existing transportation infrastructure is present. These projects would not typically occur on steep slopes and would also be required to comply with the City's *Design Standards and Standard Drawings*, which specifies grading and erosion control standards (City of Escondido 2014). Furthermore, as discussed in Section 3.20.2(c), VMT-reducing projects would not exacerbate fire risk, and thus would not result in a substantial increase in post-fire flooding and landslide due to an increase in wildfire risk itself. Therefore, implementation of VMT-reducing projects under the program would not result in flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes. This impact is less than significant.

3.21 MANDATORY FINDINGS OF SIGNIFICANCE

| ENVIRONMENTAL ISSUES | Potentially Significant Impact | Less Than Significant with Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|--------------------------------|--|-------------------------------------|--------------------------|
| XX. Mandatory Findings of Significance. | | | | |
| a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, rare, or threatened species, or eliminate important examples of the major periods of California history or prehistory? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.) | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

3.21.1 Environmental Setting

Environmental settings provided throughout Sections 3.1 to 3.20 were used in preparing the impact discussion for this section.

3.21.2 Discussion

- a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, rare, or threatened species, or eliminate important examples of the major periods of California history or prehistory?

Less than significant. As discussed in Section 3.1, "Aesthetics"; Section 3.3, "Air Quality"; Section 3.8, "Greenhouse Gas Emissions"; Section 3.9, "Hazards and Hazardous Materials"; Section 3.10, "Hydrology and Water Quality"; and Section 3.13, "Noise," project construction would result in short-term and temporary changes to the visual environment; increases in air pollutants, greenhouse gas emissions, and noise levels; erosion and degradation of water quality; and potential releases of hazardous materials into the environment. However, through compliance with applicable permits, programs, and regulations during construction, implementation of VMT-reducing projects under the program would not substantially degrade the quality of the environment.

As described in Section 3.4, "Biological Resources," VMT-reducing projects would be located in developed areas within roadway rights-of-way, such as on existing roads and sidewalks, or in disturbed areas along roadway shoulders that are surrounded by urban development. These projects would be located in areas that lack habitat for fish or wildlife species. Therefore, implementation of VMT-reducing projects under the program would not have potential to reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or substantially reduce the number or restrict the range of an endangered, rare, or threatened species.

As described in Section 3.5, "Cultural Resources," VMT-reducing projects would not involve the demolition, destruction, alteration, or structural relocation of a historical resource. Projects would be required to comply with applicable City review and design requirements governing public right-of-way improvements within historic districts. Additionally, as described in Section 3.5, "Cultural Resources"; Section 3.7, "Geology and Soils"; and Section 3.18, "Tribal Cultural Resources," ground disturbance would be limited to shallow depths, comprised of artificial fill or previously disturbed soils, within developed roadway rights-of-way. Therefore, archaeological resources, cemeteries or burials, paleontological resources, and tribal cultural resources are unlikely to be encountered during construction activities. Furthermore, projects would be required to comply with applicable polices and regulations governing the protection of cultural and paleontological resources. Therefore, implementation of VMT-reducing projects under the program would not eliminate important examples of the major periods of California history or prehistory.

Through compliance with applicable permits, programs, and regulations, implementation of VMT-reducing projects under the program would not substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, rare, or threatened species, or eliminate important examples of the major periods of California history or prehistory. This impact is less than significant.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)

Less than significant. Cumulative environmental effects are multiple individual effects that, when considered together, would be considerable or compound or increase other environmental impacts. Individual effects may result from a single project or a number of separate projects and may occur at the same place and point in time or at different locations and over extended periods of time.

As described in Sections 3.1 through 3.20 of this IS/proposed ND, construction activities would result in short-term and temporary effects on the environment, including the following: changes to the visual setting; increases in air pollutants and noise levels; erosion and degradation of water quality; potential releases of hazardous materials into the environment; and increases in demand for utilities and services. Construction-related effects would be localized within the immediate vicinity of each project site and would cease following the construction period. Additionally, compliance with applicable permits, programs, regulations referenced throughout this IS/proposed ND would minimize impacts such that construction-related impacts would not contribute to a cumulative effect when combined with the effects of other cumulative projects.

As described in Sections 3.1 through 3.20 of this IS/proposed ND, operation of VMT-reducing projects would not result in substantially adverse environmental effects. Rather, VMT-reducing projects would reduce vehicle trips, with the co-benefits of reducing air pollutant and greenhouse gas emissions and reducing reliance on fossil fuels. Therefore, operations-related impacts would not contribute to a cumulative effect when combined with the effects of other cumulative projects.

Reasonably foreseeable future development in the city would be subject to the same land use and environmental regulations as described throughout this IS/proposed ND. Development projects within the city are guided by policies identified in the City's General Plan and by the regulations established in the City's Municipal Code.

Compliance with these local regulations would minimize the combined effects of the related projects, thereby minimizing the potential for those effects to combine with VMT-reducing projects to produce a cumulatively considerable impact. Based on the above discussion, implementation of VMT-reducing projects under the program would not result in a cumulatively considerable contribution to environmental impacts. This impact is less than significant.

c) Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?

Less than significant. As discussed in Section 3.3, "Air Quality"; Section 3.8, "Greenhouse Gas Emissions"; Section 3.9, "Hazards and Hazardous Materials"; Section 3.10, "Hydrology and Water Quality"; Section 3.13, "Noise"; and Section 3.17, "Transportation"; project construction would result in the short-term and temporary increases in air pollutants, greenhouse gas emissions, and noise levels; degradation of water quality; potential releases of hazardous materials into the environment; and disruptions to the transportation network. However, through compliance with applicable permits, programs, and regulations during construction, these environmental effects would not cause substantial adverse effects on human beings. Furthermore, these construction-related effects would be offset by the overall net benefits of long-term VMT reduction and associated air pollutant and greenhouse gas emissions reductions from implementation of the program. Therefore, implementation of VMT-reducing projects under the program would not result in substantial adverse effects on human beings. This impact is less than significant.

4 REFERENCES

1 Introduction

None

2 Project Description

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3 Environmental Checklist

3.1 Aesthetics

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3.2 Agriculture and Forest Resources

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3.21 Mandatory Findings of Significance

None

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City of Escondido VMT Exchange Program Documentation – Public Review Draft

Prepared for:
City of Escondido

October 21, 2022

FEHR  PEERS

Table of Contents

| | |
|--|-----------|
| Program Overview | 3 |
| Introduction..... | 3 |
| Background | 4 |
| Project Identification..... | 6 |
| Nexus Methodology | 6 |
| VMT Exchange Program: Individual Projects/Programs..... | 8 |
| Process for Selecting an Exchange Project | 8 |
| Implementation of an Exchange Project..... | 8 |
| Early Action Exchange Program Projects..... | 9 |
| Pedestrian Network Projects | 9 |
| Bicycle Network Improvements | 10 |
| Transit Supportive Improvements..... | 10 |
| Future Exchange Program Options..... | 17 |
| Trip Reduction Marketing..... | 17 |
| Using the Exchange Program..... | 20 |
| Process for Using the Exchange Program | 20 |
| Standard Household Size and Number of Employees..... | 21 |
| Standard Household Size | 21 |
| Standard Number of Employees by Employment Use | 21 |
| Sample Calculation..... | 21 |

Appendices

APPENDIX A – VMT Reduction Calculations

APPENDIX B – Standard Square Feet Per Employee By Land Use

List of Tables

| | |
|--|----|
| Table 1: VMT Exchange Program Early Action Project List..... | 11 |
| Table 2: VMT Exchange Program Future Programs..... | 18 |

Program Overview

Introduction

The following VMT Exchange Program Documentation provides the City of Escondido (City) with the technical basis for implementation of a VMT Exchange program to provide VMT mitigation options to projects with transportation VMT impacts. The VMT Exchange program provides a list of community-based transportation projects and programs that can be selected to be full or partial mitigation for a transportation VMT impact pursuant to the California Environmental Quality Act (CEQA). The program has co-benefits in that it supports the City's future transportation needs and assists the City in reaching its Climate Action Plan (CAP) goals.

The Program offers a variety of VMT reducing projects and programs, such as constructing bicycle and pedestrian facilities, improving transit stops, funding a City run circulator shuttle, and funding commute trip reducing programs for City staff and residents/employees within Escondido. The program will be implemented over time and the projects available for VMT mitigation will be expanded as city resources and/or new options become available. The initial program offers applicants the ability to construct City bicycle, pedestrian, and transit supportive infrastructure in exchange for VMT reduction that can be applied to their project. In the future, additional mitigation options such as a circulator shuttle and commute trip reduction programs may become available.

The VMT Exchange Program projects and programs are not already part of funded programs; therefore, meet the concept of additionality¹ – these projects/programs are in addition to what would have been implemented through other planning and capital improvement programs.

The VMT Exchange Program is a voluntary program that is designed to offer discretionary projects an option for reducing transportation VMT impacts either to less than significant or by providing mitigation to the extent feasible. A discretionary project with a significant transportation VMT impact may also choose to mitigate the impact using site specific mitigation measures outside of the VMT Exchange Program or a combination of site-specific measures plus use of the VMT Exchange Program.

The project/program list provided in the document is a live table that will be updated periodically to reflect the addition of VMT reducing projects and/or to reflect current research on the project/program's effectiveness at reducing VMT.

¹ Additionality is the requirement that the VMT reductions/exchange program projects would not have occurred absent inclusion in the exchange program. Additional information is provided in the UC Berkely publication, "Implementing SB 743, An Analysis of Vehicle Miles Traveled Banking and Exchange Frameworks," August 2018.

Background

SB 743 was made into law in 2013 fundamentally changing transportation impact analysis required for CEQA compliance. According to the new law, vehicle miles of travel (VMT) replaced auto level of service (LOS) and other similar measures of vehicular capacity or traffic congestion for determining significant impacts.

Transportation Demand Management (TDM) strategies have traditionally been utilized to change travel behavior as a way of reducing VMT. TDMs are generally most effective in urban areas where a project site is accessible through multiple travel modes (i.e., walking, bicycling, transit, and personal micro-mobility vehicles) offering similar travel times and convenience. On the other hand, TDM strategies are less effective in low-density suburban and rural areas where travel modes are more reliant upon personal automobiles. In these types of areas, a program-based approach to mitigation is typically more effective than applying strategies to a project site only. Following is a review of three common program-based approaches²:

- **Transportation Impact Fee Program** – is a traditional impact fee program in compliance with the Mitigation Fee Act³. The nexus for the fee program would be a VMT reduction goal consistent with the CEQA threshold established by a lead agency for SB 743 purposes. The City of Los Angeles is the first city in California to complete a nexus study for this type of program. The main difference from a fee program based on a metric such as vehicle level of service (LOS) is that the VMT reduction nexus results in a capital improvement program (CIP) consisting largely of transit, bicycle, and pedestrian projects. These types of fee programs are time-consuming to develop, monitor, and maintain but are recognized as an acceptable form of CEQA mitigation if they can demonstrate that the CIP projects will be fully funded and implemented.
 - **VMT Mitigation Exchange** – relies on a developer agreeing to implement a predetermined VMT reducing project or proposing a new one. The project may be located in the vicinity of the project or elsewhere in the community, and possibly outside the community. The Exchange needs to have a facilitating entity that can match the VMT generator (the development project) with a VMT reducing project or action. The facilitating entity could be the lead agency or another entity that can provide the match and ensure through substantial evidence that the VMT reduction is valid. This option provides the most flexibility for mitigation project selection and is also the least complex to set up. Implementation is completed on a project-by-project basis, similar to typical mitigation measures.
- VMT Mitigation Bank** – attempts to create a monetary value for VMT reduction such that a developer could purchase VMT reduction credits. The money exchanged for credits could be

² For more detail on each program, see VMT Mitigation Through Banks and Exchanges Understanding New Mitigation Approaches, Fehr & Peers, January 2020 (Draft)

³ The Mitigation Fee Act: (Gov. Code, §66000) establishes requirements for local entities when imposing development fees.

https://leginfo.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=1.&title=7.&part=&chapter=5.&article=

applied to local, regional, or state-level VMT reduction projects or actions. Like all VMT mitigation, substantial evidence would be necessary that the projects covered by the Bank would achieve expected VMT reductions and some form of monitoring may be required. This is more complicated than a simple exchange and requires more time and effort to set up and implement. The verification of how much VMT reduction is associated with each dollar or credit and tracking mitigation completion are more difficult parts of the program.

The option that best fits the needs of Escondido currently is an exchange program. The City will serve as the facilitating entity and will be responsible for administering the program and verifying that the agreed upon exchange projects are completed.

DRAFT

Project Identification

Selected projects in this program reflect the most recent development patterns in the area as well as the policy direction set in the City's General Plan and other planning documents. All selected projects are estimated to result in a reduction in the number of vehicle trips in their area of influence or target population.

Following is a list of planning documents reviewed that assisted in developing the initial VMT exchange program project/program list:

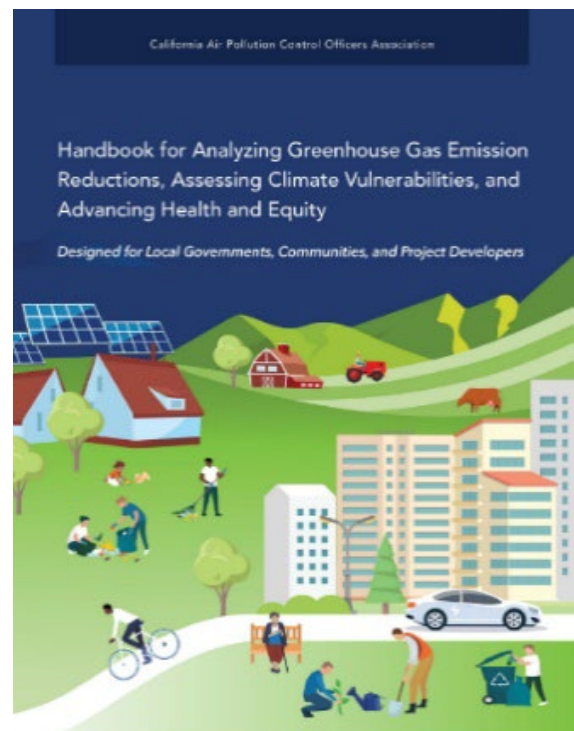
- General Plan (2012)
- Climate Action Plan (2021)
- Bicycle Master Plan (2012)
- Capital Improvement Program (2021-2022)
- Downtown Specific Plan (2013)
- Village Specific Plan (2017)
- East Valley Specific Plan – Draft (2021)
- Escondido Creek Trail Master Plan (2012)
- El Caballo Park Master Plan (2014)
- Grape Day Park Master Plan – Draft (2015)
- North County Transit District Project List (2021)
- Caltrans North County Project List (2021)

Nexus Methodology

The purpose of the nexus analysis is to:

- Provide justification for creating the VMT exchange program.
- Establish the relationship between the VMT exchange program individual projects/programs and the VMT reductions associated.

The VMT Exchange Program is a voluntary program that provides VMT mitigation options to discretionary development projects that have a significant transportation VMT impact. The individual exchange projects/programs listed in this VMT Exchange Program reduce existing citywide VMT, offsetting a significant environmental impact due to the increase in VMT caused by a particular development project. Therefore, there is a direct benefit to the development project applicant utilizing the program to reduce the development project's significant transportation VMT impact. In addition, the program offers opportunities to reduce VMT through



encouragement of active transportation, transit use and other VMT reducing strategies near population centers, where they can serve the largest community benefit. Encouraging active transportation is also one of the legislative intents of SB 743.

The program establishes quantifiable benefits associated with VMT reduction strategies. There are several resources for determining the reduction in VMT associated with the individual projects/programs in this VMT Exchange Program. For this VMT Exchange Program, the VMT reduction for each individual project/program is calculated based on the California Air Pollution Control Officers (CAPCOA) 2021 *Handbook for Analyzing Greenhouse Gas Emission Reduction, Assessing Climate Vulnerabilities, and Advancing Health and Equity (GHG Handbook)*. The GHG Handbook provides the most current collection of research and documentation on TDM effectiveness at reducing VMT. In addition, the program references research compiled for the first version of the CAPCOA GHG Handbook (*Quantifying Greenhouse Gas Mitigation Measures*, 2010).

This study is designed to provide the necessary technical analysis to support the estimated VMT reductions. Technical information provided should be maintained and reviewed periodically to ensure that it reflects current planning documents, new potential projects/programs, updated TDM research, and updates to the SANDAG Regional Travel Model. Selected output from the SANDAG Regional Travel Demand Model (Activity Based Model 2+, Base Year, Regional Plan Version) was used in the TDM effectiveness calculations.

During the periodic review process, City staff will administratively incorporate minor amendments to the exchange project list such as adding new bicycle, pedestrian, or transit exchange projects. Adding new programs (such as those described for future updates including a citywide commute trip reduction program or circulator shuttle service) are considered major amendments that would require City Council approval.

Funds collected for projects/programs identified in this VMT Exchange Program cannot be used for maintenance of existing facilities. All project/programs listed in this exchange program are additional to the roadway network; they do not exist today and are not contained in a funded improvement program. Note that upgrading an existing facility beyond standard requirements is an eligible project of this VMT Exchange Program.

VMT Exchange Program: Individual Projects/Programs

This section provides a description of the VMT reducing project and program types included in this VMT Exchange Program. The projects are separated into two categories: Early Action and Future. Initially, only bicycle, pedestrian, and transit supportive infrastructure/capital projects will be available as part of this exchange program. Once the program is established and additional City staff resources are available, other types of VMT reduction programs (circulator shuttle, commute trip reduction programs, etc.) may be offered. A sample of these future projects/programs are discussed in the "Future Exchange Program Options" section of this document.

Process for Selecting an Exchange Project

The process for a developer to choose a project or program from the list is as follows:

1. Communicate with Development Services Staff that the development project has a significant transportation VMT impact, as indicated in the completed Scoping Agreement, and that the applicant would like to utilize the Exchange Program for full or partial mitigation of the impact.
2. Development Services Staff will discuss options with the applicant. The available VMT reducing projects from the Exchange will be reviewed and identified based on feasibility and considering the following priorities:
 - a. The exchange project is near the development project (within a ½ mile travel distance from the development project) and connects the project or existing community to an existing pedestrian, bicycle or transit corridor.
 - b. If an exchange project that meets priority (a) cannot be identified, identify an exchange project that facilitates bicycle or pedestrian access to a key destination (park, school, community center, shopping) within ½ mile travel distance from the development project.
 - c. If an exchange project that meets priorities (a) and (b) cannot be identified,, then expand the geography to citywide, first identifying an exchange project that connects existing communities to an existing pedestrian, bicycle or transit corridor and then expanding to an exchange project that facilitates bicycle or pedestrian access to a key destination (park, school, community center, shopping).

Implementation of an Exchange Project

VMT-reducing projects that an applicant voluntarily elects to implement would be adopted as mitigation measures in the CEQA environmental review document for the applicable project. The program would require that VMT-reducing projects be completed as a condition of project approval by the applicant before issuance of a building permit. Ongoing monitoring and tracking of the implementation of VMT-

reducing projects would be included in the City's annual climate action plan (CAP) implementation status report.

Early Action Exchange Program Projects

Table 1 provides the list of individual projects/programs, associated VMT reduction, and approximate construction costs for the early action exchange projects. **Appendix A** provides detailed calculation worksheets for each reduction strategy.

Pedestrian Network Projects

1. Increase Sidewalk Coverage

The objective of this measure is to increase access to surrounding land uses by providing new sidewalks, pedestrian bridges, and multi-use paths. A list of specific sidewalk project opportunities located near school areas and high activity pedestrian areas are identified and included in the Exchange Program.

Developers may select locations other than ones identified in this document; however, selected locations must be reviewed by the City Staff before applying VMT reductions to ensure that they are comparable to locations identified in this document and would result in increased pedestrian activity and meet the priority conditions stated above.

Note: While not a part of the VMT Exchange Program, development projects may take VMT reduction credit for construction of sidewalk along the project frontage (exterior edges of the project) if the new sidewalk fills a gap in the pedestrian network such that pedestrian connectivity is created. Sidewalks that are wholly contained within a development project (and therefore only serve the development project) are not eligible for VMT credit as part of the exchange program.

2. Improve Existing Pedestrian Infrastructure

The objective of this measure is to improve the existing pedestrian network through the implementation of measures that improve walking safety and quality that encourage people to walk instead of drive.

Such measures include installation of High-Visibility Crosswalks (HVC), pedestrian hybrid beacons, pedestrian signals, mid-block crosswalks, pedestrian refuge islands, speed tables, bulb-outs (curb extensions), curb ramps (at all corners of an intersection), roundabouts and mini-circles, pedestrian-only connections and districts, and planter strips with street trees (minimum 1 mile). Applicants must also demonstrate that the implementation of select measures will benefit a location that has existing pedestrian activity in consultation with City staff per the priority conditions stated above.

Applicants may propose pedestrian improvements other than the measures provided above, however, the applicant will need to demonstrate how the improvement encourages walking and may need to provide a VMT reduction study to justify the VMT reduction applied, if different from Table 1.

Bicycle Network Improvements

3. Increase Bike Facility Coverage

The objective of this measure is to increase access to surrounding land uses by increasing the number bicycle facilities or quality of existing bicycle facilities. Applicants may select a location from the bicycle network gaps/opportunities identified in the 2012 Bicycle Master Plan or any other planning document (General Plan, Specific Plan, ...) if the selected location is not already funded by a different source. The City may require the applicant to provide evidence on how the construction of the proposed bicycle facility will connect existing bicycle facilities or land use origins/destinations per the priorities established above such that the project would be anticipated to increase bicycling and thereby resulting in reducing VMT.

Note: While not a part of the VMT Exchange Program, development projects may take VMT reduction credit for construction of bike lanes along the project frontage (exterior edges of the project) if the new bike lanes fill a gap in the bicycle network such that bicycle connectivity is created. Bicycle facilities that are wholly contained within a development project (and therefore only serve the development project) are not eligible for VMT credit as part of the exchange program.

Transit Supportive Improvements

4. Upgrade Bus Stops

The objective of this measure is to improve the quality of bus service by providing bus shelter improvements such as lighting, transit route information, bicycle racks/lockers, benches, shelters or other improvements that help enhance the bus service user's comfort and experience. VMT reduction for such improvements should meet North County Transit District's (NCTD's) standards for providing a bus shelter (NCTD Bus Stop Development Handbook, March 2018⁴) or receive approval from NCTD. The selected bus shelter locations shall be identified through consultation with City and NCTD Staff and/or selected from the locations included on NCTD's priority list (to the extent that the list is available).



| | Required Amenities | Recommended Amenities | Optional Amenities |
|---------------|--|---|---|
| Shelter Stops | <ul style="list-style-type: none"> • Bus stop sign • ADA accessible pad • Bench • Shelter • Connection to adjacent sidewalks/pathways • Trash receptacle | <ul style="list-style-type: none"> • Lighting • Bicycle racks/lockers • Transit route information • Screening from sun / elements (landscaping) • Transit system information | <ul style="list-style-type: none"> • Digital messaging signs |

⁴ <https://lfportal.nctd.org/weblink/0/edoc/118390/2018%20Bus%20Stop%20Development%20Handbook.pdf>

Table 1: VMT Exchange Program Early Action Project List

| # | Project | Unit | Daily VMT Reduction | Cost ^a (Actual costs will vary based on site conditions) |
|--|---|-----------|------------------------------------|--|
| Pedestrian Network Improvements | | | | |
| 1. Increase Sidewalk Coverage | | | | |
| 1.1 | Rose Elementary: E. Lincoln Avenue between N. Rose Street and Thomas Way (North side) | 850 feet | 49 VMT | \$170,000 |
| 1.2 | Rose Elementary: N. Rose Street between E. Lincoln Avenue and E. El Norte Parkway (East side) | 1750 feet | 101 VMT | \$349,000 |
| 1.3 | Rincon Middle School: Conway Drive between Rincon Avenue and Lehner Avenue (Both side) | 3800 feet | 219 VMT | \$756,000 |
| 1.4 | Rincon Middle School: N. Ash Street between Spur Court to the City Limits (Both sides) | 2250 feet | 130 VMT | \$448,000 |
| 1.5 | Felicita Elementary: S. Redwood Street between 13th Avenue and 15th Avenue (West side) | 700 feet | 41 VMT | \$140,000 |
| 1.6 | Felicita Elementary: S. Redwood Street between 15th and W. Felicita Avenue (Both sides) | 1150 feet | 66 VMT | \$229,000 |
| 1.7 | Felicita Elementary: 15th Avenue between Tulip Street and Centre City Parkway (Both sides) | 2250 feet | 130 VMT | \$448,000 |
| 1.8 | Felicita Elementary: 13th Avenue between S. Redwood Street and South Quince Street (South sides) | 400 feet | 23 VMT | \$80,000 |
| 1.9 | Hidden Valley Middle School: S. Citrus Avenue between La Ramada Lane and Patterson Road (East side) | 950 feet | 55 VMT | \$189,000 |
| 1.10 | Farr Elementary: Farr Avenue between North Ash St and North Fig Str (North side) | 1100 feet | 64 VMT | \$219,000 |
| 1.11 | Conway Elementary School: Sheridan Avenue between N. Ash Street and Fallsview Place (North sides) | 950 feet | 55 VMT | \$189,000 |
| 1.12 | Escondido High School: Sheridan Avenue between Taft Street and N. Elm Street (Both sides) | 2100 feet | 121 VMT | \$418,000 |
| 1.13 | Calvin Christian School: Vista Avenue between N. Ash Street and Bello Hills Lane (South side) | 920 feet | 53 VMT | \$183,000 |
| 1.14 | N. Ash Street between Rincon Avenue and Madison Avenue | Various | 303 VMT per 1 mile of new sidewalk | \$1,050,000 per 1 mile |
| 1.15 | Stanley Avenue between N. Broadway Street and Conway Street | Various | 303 VMT per 1 mile of new sidewalk | \$1,050,000 per 1 mile |

Table 1: VMT Exchange Program Early Action Project List

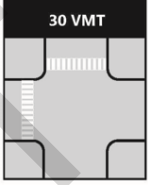
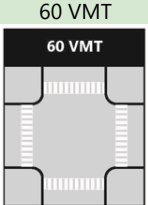
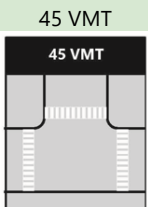
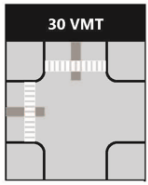
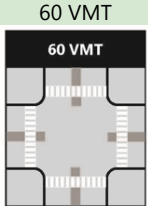
| # | Project | Unit | Daily VMT Reduction | Cost ^a (Actual costs will vary based on site conditions) |
|--|---|--|---|--|
| 1.16 | Other locations ^b | Various | 303 VMT per 1 mile of new sidewalk | \$1,050,000 per 1 mile |
| 2. Improve Existing Pedestrian Infrastructure | | | | |
| 2.1 | Intersection High-Visibility Crosswalks (HVC) | 2 legs striped as HVC | 30 VMT  | \$5,000-\$10,000 |
| | | 4 legs striped as HVC | 60 VMT  | |
| | | 3 legs striped as HVC for T-intersection | 45 VMT  | |
| 2.2 | Intersection Pedestrian Refuge Islands | 2 Islands | 30 VMT  | \$20,000-\$60,000 |
| | | 4 islands | 60 VMT  | |

Table 1: VMT Exchange Program Early Action Project List

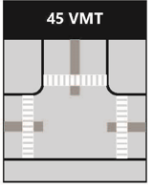
| # | Project | Unit | Daily VMT Reduction | Cost ^a (Actual costs will vary based on site conditions) |
|-----|---|---|---|--|
| | | 3 islands for T-Intersection | 45 VMT  | |
| 2.3 | Intersection Raised Crosswalk (If HVC are also installed, VMT reduction is NOT doubled)* | 2 raised crosswalks | 30 VMT (See 2.1 for image) | \$20,000-\$60,000 |
| | | 4 raised crosswalks | 60 VMT (See 2.1 for image) | |
| | | 3 raised crosswalks for T-Intersection | 45 VMT (See 2.1 for image) | |
| 2.4 | Intersection Pedestrian Signal Upgrades (countdown pedestrian heads plus accessible pedestrian signals (APS)) | 1 Intersection Upgrade (whole intersection) | 60 VMT per intersection | Varies |
| 2.5 | Install Intersection Curb Ramps (Directional Ramps Preferred). | 1 Corner | 8 VMT per corner improved | \$10,000 |

Table 1: VMT Exchange Program Early Action Project List

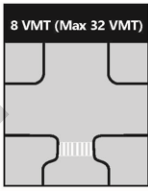
| # | Project | Unit | Daily VMT Reduction | Cost ^a (Actual costs will vary based on site conditions) |
|-----|---|---|---|--|
| 2.6 | Install Curb-Extensions (bulb-outs). | 1 Intersection Approach | 8 VMT per intersection approach. 32 VMT Max.  | Varies based on location and drainage considerations |
| 2.7 | Upgrade Existing or Install New Mid-Block Crossing with HVC and Rapid Rectangular Flashing Beacons (RRFBs)/Pedestrian Hybrid Beacon (PHB) (or other pedestrian activated crossing signals) as determined appropriate by the City's Crosswalk Policy | 1 HVC Mid-Block Crossing with RRFB or PHB | 30 VMT per mid-block crossing with RRFB or PHB | \$30,000-\$50,000 |
| 2.8 | Mid-Block Crossing Pedestrian Refuge Island and other improvements as determined appropriate by the City's Crosswalk Policy. | 1 Island | 30 VMT per unit | \$10,000-20,000 |
| 2.9 | Mid-Block Crossing Raised Crosswalk and other improvements as determined appropriate by the City's Crosswalk Policy | 1 Raised Crosswalk | 30 VMT per unit | \$10,000-20,000 |

Table 1: VMT Exchange Program Early Action Project List

| # | Project | Unit | Daily VMT Reduction | Cost ^a (Actual costs will vary based on site conditions) |
|---|---|-------------------------|--|--|
| 2.10 | Traffic calming (traffic circles, speed tables, other speed reduction features) as identified in the City's Traffic Management Toolbox ⁵ | Each device | 30 VMT per each device (max 60 VMT per block) | Varies |
| 2.11 | Other pedestrian improvements may be identified through consultation with City staff. | 1 measure | 30 VMT per measure as reviewed/ approved by City Staff | Varies by measure |
| Bicycle Network Improvements | | | | |
| 3. Increase Bike Facility Coverage | | | | |
| 3.1 | New Class I or Class IV Bikeway | 1 mile (bi-directional) | 107 VMT | Varies |
| 3.2 | New Class II Bike Lane | 1 mile (bi-directional) | 71 VMT | Varies |
| 3.3 | Upgrade Bicycle facility from (Class II to Class I or IV; Class III to Class I, II, or IV) | 1 mile (bi-directional) | 36 VMT | Varies |
| Transit Supportive Improvements | | | | |
| 4. Upgrade Bus Stops | | | | |
| 4.1 | Upgrade an Existing Bench Stop to Shelter Stop if all NCTD criteria are met). Upgrade must include all required amenities for shelter stops per the NCTD Bus Stop Development Book. | 1 upgrade | 50 VMT | \$10,000-25,000 per shelter |

⁵ <https://www.escondido.org/Data/Sites/1/media/Engineering/TrafficManagementToolbox.pdf>

Table 1: VMT Exchange Program Early Action Project List

| # | Project | Unit | Daily VMT Reduction | Cost ^a (Actual costs will vary based on site conditions) |
|---|---------|------|---------------------|--|
|---|---------|------|---------------------|--|

- a. Cost associated to each improvement is estimated based on historical data and previous projects that Fehr and Peers has conducted around the San Diego Region. Actual costs will vary based on site specific conditions.
- b. Selected location must be reviewed by City staff to ensure that VMT benefits are comparable to similar locations identified by the City.

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Future Exchange Program Options

The following provides a summary of additional TDM-type programs/projects that the City could consider integrating into the exchange program based on demand for exchange projects and as time/resources are available. Including these items into the exchange program will require additional evaluation to determine the implementation logistics and to develop the mechanism for the City to collect and ensure long-term funding for these purposes.

Table 2 summarizes possible programs/projects to include in the exchange program with initial estimates of VMT reduction and cost of these options.

Trip Reduction Marketing

1. Implement Trip Reduction Marketing (Future)

The objective of this measure is to fund programs that aim to reduce VMT and GHG emissions through education and marketing of trip reduction strategies. Following is a selection of example programs that could apply to the City of Escondido:

- Marketing programs (e.g. Escondido Transport Options campaign) focusing on educating and informing commuters on the benefits of alternative travel options (carpooling, transit, walking, biking, ...).
- Programs that provide information on commuting resources through digital/online platforms (e.g. Install strategically located kiosks with information on commute alternatives or/and use wayfinding applications or newsletters to share commute information).
- Periodic regional events that promote and encourage commute alternatives to driving alone, such as Bike to Work Month, Dump the Pump, Rideshare Week, Walk and Bike to School Day, and other similar events.

Applicants would provide general funding to the City for the administration and management of trip reduction marketing to City residents and employees.

2. Fund City Employee Trip Reduction Program (Future)

The City could administer and manage a trip reduction program specifically designed to reduce driving by city staff. Applicants would provide general funding to the City for the program. The program could include ride-share matching, free-ride-home programs, commute trip planning services, commute "gamification"⁶/incentives for not driving, etc. Public Transit/Shuttle Improvement

⁶ Gamification is the application of typical elements of game playing (e.g. point scoring, competition with others, rules of play) to other areas of activity, typically as a technique to encourage participation.

3. Downtown Escondido On-Demand Shuttle (Future)

The objective of this measure is to provide funding for the upfront capital investment and continued operation of a Downtown Escondido on-demand shuttle. The service could provide zero-emission electric vehicles for on-demand free rides around the downtown area. Beyond an initial capital investment, the program requires continuous funding per month to stay operational.

Table 2: VMT Exchange Program Future Programs

| # | Project | Unit | Daily VMT Reduction | Estimated Cost |
|---|--|--|--|---|
| Trip Reduction Marketing | | | | |
| 1. Implement Trip Reduction Marketing | | | | |
| 1.1 | Fund marketing programs (e.g. Escondido Transport Options campaign) that focuses on educating and informing commuters on alternative travel options (carpooling, transit, walking, biking, ...). | Employee (1-year program – funding for 30 years ⁷) | Varies | \$3,450 per VMT ^a \$115 per VMT per year |
| 1.2 | Fund programs that provide information on commuting resources through digital/online platforms (e.g. Install strategically located kiosks with information on commute alternatives or/and use way finding applications or newsletters to share commute information). | Employee (1-year program – funding for 30 years) | Varies | \$3,450 per VMT ^a \$115 per VMT per year |
| 1.3 | Fund annual regional events that promote and encourage commute alternatives to driving alone such as Bike to Work Month, Dump the Pump, Rideshare Week, Walk and Bike to School Day, and other similar events. | Employee (1-year program – funding for 30 years) | Varies | \$3,450 per VMT ^a \$115 per VMT per year |
| 2. Fund City Employee Trip Reduction Program | | | | |
| 2.1 | Fund programs that incentivize City employees to commute using alternative modes of transportation. | Employee (1-year program – funding for 30 years) | Varies | \$3,450 per VMT ^a \$115 per VMT per year |
| Shuttle Improvement | | | | |
| 3. Downtown Escondido On-Demand Shuttle | | | | |
| 3.1 | Fund a program that increase access within downtown are during peak commute hours through implementation of intra-city shuttles that run within the downtown area ^c | minimum 2 shuttles for 1 month – funding for 1 year | Varies (Each shuttle reduces 26 daily VMT) | \$4,900 per shuttle per month ^b (\$4,524 per VMT) |

⁷ 30 years was used as a timeframe because it is a common planning horizon and commonly used in CEQA mitigation and monitoring programs for monitoring mitigation measures.

Table 2: VMT Exchange Program Future Programs

| # | Project | Unit | Daily VMT Reduction | Estimated Cost |
|---|--|------|---------------------|----------------|
| | <p>a. City of Escondido has approximately 700 staff and employees. Assuming one support staff to run the program (\$75,000 salary + benefits) and average of \$50 per employee marketing material, the city would require funding of approximately \$110,000 to operate the program each year, which results in (700 x 1.37 VMT reduction per employee) 959 daily VMT reduction. Average cost to reduce 1 daily VMT is calculated at \$115 for 1 year. For a 30-year program, the cost is \$3,450 (\$115*30 years).</p> <p>b. According to a 2019 article on the San Diego Union-Tribune ([update]), City of San Diego operates a 22 all-electric vehicle service (FRED) that moves people around the San Diego downtown area for free, the service was reported to move an average of 17,500 passengers per month (27 passengers served per day per shuttle). The average cost of operation is also reported at \$6 per passenger or \$4,900 per month per shuttle (27 passengers*\$6/day*30days). According to SANDAG Regional Model, trips that occur within Escondido downtown area have an average length of approximately 0.5 mile per trip. Assuming that trips occur by single-occupant vehicles, 26 VMT translates to 52 individual passengers that could be served by minimum 2 shuttles. This results in a cost of \$4,900 per month reducing 13 daily VMT per shuttle = \$377/month to reduce 1 daily VMT. If the program requires funding the shuttle for 1 year, the cost is \$4,524 per VMT (\$377*12 months per year).</p> | | | |

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Using the Exchange Program

This section provides instructions to applicants on utilizing the VMT Exchange program, defined variables necessary to perform the calculations, and provides a sample calculation.

Process for Using the Exchange Program



Standard Household Size and Number of Employees

The following standard values will be applicable to all projects utilizing the VMT Exchange Program. The values will be reviewed and updated periodically.

Standard Household Size

The average household size in Escondido as reported in the City's 2021-2029 Housing Element (March 2021) is 3.21 persons per household (US Census Bureau American Community Survey 2014-2018). For purposes of the VMT Exchange Program, the average number of bedrooms per household is two (2). Therefore, the average number of people per bedroom is 1.6. The following persons per household should be applied to perform the VMT reduction needed calculation in Step 3:

- Studio: 1.0 persons per unit
- Single/Multi-Family Residences: 1.6 persons per bedroom or 3.2 persons per unit – whichever results in a lower population.

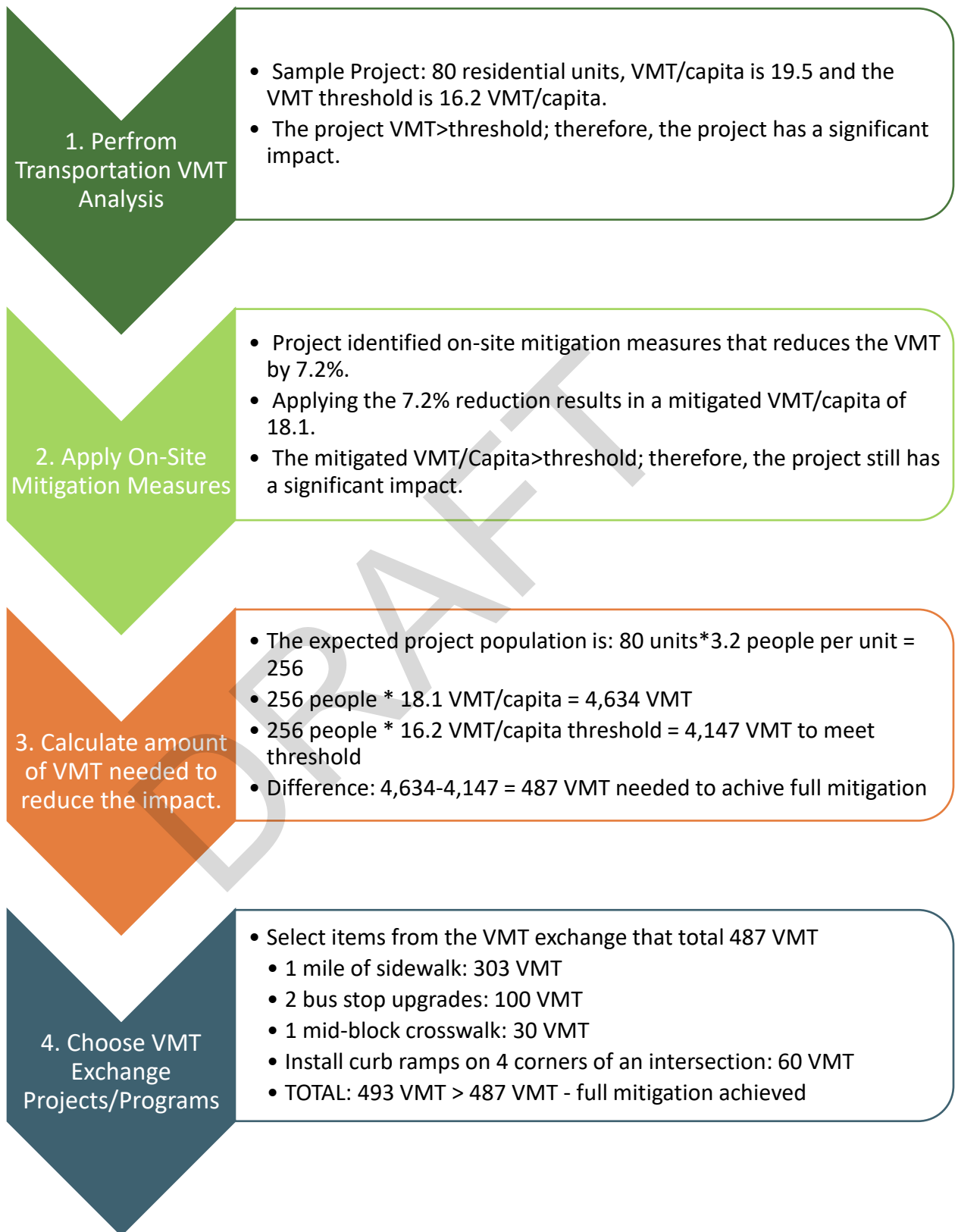
Standard Number of Employees by Employment Use

SANDAG uses a standard number of employees per square foot of employment use, provided by use. For purposes of calculating expected number of employees for purposes of applying the VMT Exchange Program, the SANDAG data will be used. A sample of commonly used employment types is provided below (see Attachment B for a comprehensive list of employment uses):

- Hotel (Low-Rise): 1,600 square feet per employee
- Light Industrial: 600 square feet per employee
- Low Rise Office (less than or equal to 100,000SF): 450 square feet per employee

Sample Calculation

The following provides a sample calculation for using the VMT Exchange Program



Appendix A

VMT Reduction Calculations

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Early Action Exchange Program Projects

Pedestrian Network Improvements

1. Increase sidewalk coverage

Source:

- *Handbook for Analyzing Greenhouse Gas Emission Reduction, Assessing Climate Vulnerabilities, and Advancing Health and Equity (GHG Handbook), 2021, Measure T-18*

$$A = \left(\frac{C}{B} - 1\right) \times D = \left(\frac{15.5 \text{ mile}}{14.5 \text{ mile}} - 1\right) \times -0.05 \approx -0.34\%$$

| Parameter | Quantity |
|---|-----------|
| A Percent reduction of VMT (Max allowed = 6.4%) | |
| B Average sidewalk length in 0.6-mile radius in the City of Escondido ¹ | 14.5 mile |
| C Average sidewalk length in 0.6-mile radius in the City of Escondido + 1-mile new sidewalk | 15.5 mile |
| D The elasticity of VMT with respect to the ratio of sidewalks-to-streets | -0.05 |

1. The City of Escondido maintains approximately 300 miles of streets. Assuming roughly 80% of the streets have sidewalks on both sides, total sidewalks are estimated at 300 X 2-side X 80% = 480 miles of sidewalks. The City of Escondido has a land area of 37.34 square miles of land. It is estimated that Escondido has an approximate density of (480 miles of sidewalk / 37.34 square miles of land =) 12.85 miles of sidewalk per square mile of land. The GHG handbook recommends a study area of a 0.6-mile radius (1.13 square miles) to calculate VMT reduction achieved from increasing sidewalk coverage. A study area is estimated to have an average of (1.13 square miles x 12.85 miles of sidewalks / square mile of land =) 14.5 miles of sidewalk.

Walking is typically an alternative for short trips and may not replace trips that are longer than 1 mile. The reduction is applied only on the VMT generated from all trips that start and end in the City of Escondido and the trip length is shorter than 1 mile. The average VMT reduction per mile of new sidewalks is calculated as below:

Total VMT in Escondido from Trips that are < 1 mile (per SANDAG ABM2+ Model 2016 Base Year) = 89,090

$$\text{Average VMT reduction} = A \times \text{Total VMT} = 0.34\% \times 89,090 \text{ VMT} = \frac{303 \text{ VMT reduced}}{1 \text{ mile of new sidewalk}}$$

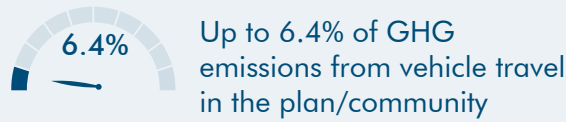
The purpose of this calculation is to create the average amount of VMT reduced by adding one mile of sidewalk within Escondido. This calculation uses Escondido specific assumptions about sidewalk density, sidewalk coverage, and VMT within Escondido (for only trips that are less than 1 mile long). The total VMT from trips that start and end in Escondido that are less than 1 mile long is sourced from the SANDAG AMB 2+ Regional Travel Demand Model for the 2016 base year. In addition, only VMT associated with trips that are shorter than 1 mile are included because adding sidewalks will primarily affect shorter trips. In other words, converting a car trip to a walking trip will only be possible for short car trips.

The GHG Handbook, Measure T-18 information is provided on the following pages for reference.

T-18. Provide Pedestrian Network Improvement



GHG Mitigation Potential



Co-Benefits (icon key on pg. 34)



Climate Resilience

Improving pedestrian networks increases accessibility of outdoor spaces, which can provide health benefits and thus improve community resilience. This can also improve connectivity between residents and resources that may be needed in an extreme weather event.

Health and Equity Considerations

Ensure that the improvements also include accessibility features to allow for people of all abilities to use the network safely and conveniently. Ensure that sidewalks connect to nearby community assets, such as schools, retail, and healthcare.

Measure Description

This measure will increase the sidewalk coverage to improve pedestrian access. Providing sidewalks and an enhanced pedestrian network encourages people to walk instead of drive. This mode shift results in a reduction in VMT and GHG emissions.

Subsector

Neighborhood Design

Locational Context

Urban, suburban, rural

Scale of Application

Plan/Community

Implementation Requirements

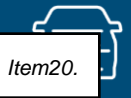
The GHG reduction of this measure is based on the VMT reduction associated with expansion of sidewalk coverage expansion, which includes not only building of new sidewalks but also improving degraded or substandard sidewalk (e.g., damaged from street tree roots). However, pedestrian network enhancements with non-quantifiable GHG reductions are encouraged to be implemented, as discussed under *Expanded Mitigation Options*.

Cost Considerations

Depending on the improvement, capital and infrastructure costs may be high. However, improvements to the pedestrian network will increase pedestrian activity, which can increase businesses patronage and provide a local economic benefit. The local municipality may achieve cost savings through a reduction of cars on the road leading to lower infrastructure and roadway maintenance costs.

Expanded Mitigation Options

When improving sidewalks, a best practice is to ensure they are contiguous and link externally with existing and planned pedestrian facilities. Barriers to pedestrian access and interconnectivity, such as walls, landscaping buffers, slopes, and unprotected crossings should be minimized. Other best practice features could include high-visibility crosswalks, pedestrian hybrid beacons, and other pedestrian signals, mid-block crossing walks, pedestrian refuge islands, speed tables, bulb-outs (curb extensions), curb ramps, signage, pavement markings, pedestrian-only connections and districts, landscaping, and other improvements to pedestrian safety (see Measure T-35, *Provide Traffic Calming Measures*).



GHG Reduction Formula

$$A = \left(\frac{C}{B} - 1 \right) \times D$$

GHG Calculation Variables

| ID | Variable | Value | Unit | Source |
|---|--|-------|----------|-------------------|
| Output | | | | |
| A | Percent reduction in GHG emissions from household vehicle travel in plan/community | 0–6.4 | % | calculated |
| User Inputs | | | | |
| B | Existing sidewalk length in study area | [] | miles | user input |
| C | Sidewalk length in study area with measure | [] | miles | user input |
| Constants, Assumptions, and Available Defaults | | | | |
| D | Elasticity of household VMT with respect to the ratio of sidewalks-to-streets | -0.05 | unitless | Frank et al. 2011 |

Further explanation of key variables:

- (B and C) – Sidewalk length should be measured on both sides of the street. For example, if one 0.5-mile-long street has full sidewalk coverage, the sidewalk length would be 1.0 mile. If there is only sidewalk on one side of the street, the sidewalk length would be 0.5 mile. The recommended study area is 0.6 mile around the pedestrian network improvement. This represents a 6- to 10-minute walking time.
- (D) – A study found that a 0.05 percent decrease in household vehicle travel occurs for every 1 percent increase in the sidewalk-to-street ratio (Frank et al. 2011; Handy et al. 2014).

GHG Calculation Caps or Maximums

Measure Maximum

(A_{\max}) The percent reduction in GHG emissions (A) is capped at 3.4 percent, which is based on the following assumptions:

- 35.2 percent of vehicle trips are short trips (2 mile or less, average of 1.29 miles) and thus could easily shift to walking (FHWA 2019).
- 64.8 percent of vehicle trips are longer trips that are unlikely to shift to walking (2 miles or more, average of 10.93 miles) (FHWA 2019).
- So $A_{\max} = \frac{35.2\% \times 1.29 \text{ miles}}{64.8\% \times 10.93 \text{ miles}} = 6.4\%$

Subsector Maximum

($\sum A_{\text{max T-18 through T-22-C}} \leq 10\%$) This measure is in the Neighborhood Design subsector. This subcategory includes Measures T-18 through T-22-C. The VMT reduction from the combined implementation of all measures within this subsector is capped at 10 percent.

Example GHG Reduction Quantification

The user reduces household VMT by improving the pedestrian network in the study area. In this example, the existing sidewalk length (B) is 9 miles, and the sidewalk length with the measure (C) would be 10 miles. With these conditions, the user would reduce GHG emissions from household VMT within the study area by 0.6 percent.

$$A = \left(\frac{10 \text{ miles}}{9 \text{ miles}} - 1 \right) \times -0.05 = -0.6\%$$

Quantified Co-Benefits



Improved Local Air Quality

The percent reduction in GHG emissions (A) would be the same as the percent reduction in NO_x, CO, NO₂, SO₂, and PM. Reductions in ROG emissions can be calculated by multiplying the percent reduction in GHG emissions (A) by an adjustment factor of 87 percent. See *Adjusting VMT Reductions to Emission Reductions* above for further discussion.



Energy and Fuel Savings

The percent reduction in vehicle fuel consumption would be the same as the percent reduction in GHG emissions (A).



VMT Reductions

The percent reduction in household VMT would be the same as the percent reduction in GHG emissions (A).

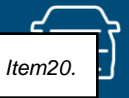


Improved Public Health

Users are directed to the Integrated Transport and Health Impact Model (ITHIM) (CARB et al. 2020). The ITHIM can quantify the annual change in health outcomes associated with active transportation, including deaths, years of life lost, years of living with disability, and incidence of community and individual disease.

Sources

- California Air Resources Board (CARB), California Department of Public Health (CDPH), and Nicholas Linesch Legacy Fund. 2020. Integrated Transport and Health Impact Model. Available: <https://skylab.cdph.ca.gov/HealthyMobilityOptionTool-ITHIM/#Home>. Accessed: September 17, 2021.
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- Frank, L., M. Greenwald, S. Kavage, and A. Devlin. 2011. *An Assessment of Urban Form and Pedestrian and Transit Improvements as an Integrated GHG Reduction Strategy*. WSDOT Research Report WA-RD 765.1, Washington State Department of Transportation. April. Available: www.wsdot.wa.gov/research/reports/fullreports/765.1.pdf. Accessed: January 2021.
- Handy, S., S. Glan-Claudia, and M. Boarnet. 2014. *Impacts of Pedestrian Strategies on Passenger Vehicle Use and Greenhouse Gas Emissions: Policy Brief*. September. Available: https://ww2.arb.ca.gov/sites/default/files/2020-06/Impacts_of_Pedestrian_Strategies_on_Passenger_Vehicle_Use_and_Greenhouse_Gas_Emissions_Policy_Brief.pdf. Accessed: January 2021.

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Pedestrian Network Improvements

2. Improve existing pedestrian infrastructure

The GHG Handbook does not provide a quantitative approach for determining the VMT reduction associated with pedestrian improvements or traffic calming. However, the GHG Handbook does document that (GHG Handbook, page 133):

Expanded Mitigation Options

When improving sidewalks, a best practice is to ensure they are contiguous and link externally with existing and planned pedestrian facilities. Barriers to pedestrian access and interconnectivity, such as walls, landscaping buffers, slopes, and unprotected crossings should be minimized. Other best practice features could include high-visibility crosswalks, pedestrian hybrid beacons, and other pedestrian signals, mid-block crossing walks, pedestrian refuge islands, speed tables, bulb-outs (curb extensions), curb ramps, signage, pavement markings, pedestrian-only connections and districts, landscaping, and other improvements to pedestrian safety (see Measure T-35, *Provide Traffic Calming Measures*).

Additionally, GHG Handbook Measure T-35 Provide Traffic Calming also describes improving the bicycle and pedestrian experience by reducing travel speeds, encouraging walking and biking. The measure is described as follows (GHG Handbook, page 53):

T-35. Provide Traffic Calming Measures

This measure requires projects to include pedestrian/bicycle safety and traffic calming measures above jurisdictional requirements. Roadways should also be designed to reduce motor vehicle speeds and encourage pedestrian and bicycle trips with traffic calming features. Traffic calming features may include marked crosswalks, count-down signal timers, curb extensions, speed tables, raised crosswalks, raised intersections, median islands, tight corner radii, roundabouts or mini-circles, on-street parking, planter strips with street trees, chicanes/chokers, and others. Providing traffic calming measures encourages people to walk or bike instead of using a vehicle. This mode shift will result in a decrease in vehicle miles traveled. In 2017, 3,904 people were killed and 277,160 injured by vehicle collisions in California; traffic calming can reduce injuries and death, which improves health (State of California et al., 2018). Traffic calming also promotes active transportation, which improves physical health.

As noted in the GHG Handbook, the improvements are intended to improve pedestrian experience and safety to encourage more people to choose walking instead of driving for nearby destinations. The previous version of the CAPCOA GHG Handbook did provide some limited research about the amount of VMT reduction associated with pedestrian improvements and traffic calming features. However, since the research was limited and not geographically diverse, the update GHG Handbook does not offer specific VMT quantification of these measures.

An engineering/planning judgement estimate was made assuming the number of new walking trips that would result daily from these types of improvements. The improvements are estimated to convert up to

25 short vehicle trips to walking trips per day. The average walking trip length is 0.6 miles one-way (based on the GHG Handbook) or 1.2 miles round-trip. Therefore, 25 additional walking trips reduces VMT by 1.2 miles * 25 walking trips = 30 VMT per one pedestrian improvement.

In addition, planning/engineering judgement was used to establish what constitutes "one pedestrian improvement." For improvements at intersections, (such as enhancing the crosswalks, adding raised crosswalks, or installing median refuse islands) features that improve access for a walking desire line across two intersection legs is considered an improvement. This is logical because if you are walking and need to access the opposite corner of the intersection you would need to cross two legs of the intersection to continue to your desired destination. Therefore, to be inclusive of all walking desire lines the improvements should upgrade the pedestrian conditions on least two intersection legs to be considered one pedestrian improvement.

For mid-block locations, a single crossing provides access to all pedestrian desire lines; therefore, upgrading the mid-block location results in the same VMT reduction benefit as upgrading two legs of an intersection.

Curb ramp installation also encourages pedestrian activity for people who use mobility devices, have limited mobility, and for people who are pushing strollers, wagons, etc. Most intersections in Escondido have curb ramps; however, some intersections have incomplete (not all corners have them) or completely missing ramps. To offer flexibility and achieve the benefit of having curb ramps installed, the 30 VMT reduction per improvement was divided by four (4) to reflect a typical four-corner intersection ($30/4=7.5$, rounded to the nearest whole number = 8). Also note that directional curb ramps are preferred in Escondido, which results in two curb ramps per intersection corner. The 8 VMT reduced is "per corner" not "per ramp."

Bicycle Network Improvements

3. Increase bike facility coverage

Source:

- *Handbook for Analyzing Greenhouse Gas Emission Reduction, Assessing Climate Vulnerabilities, and Advancing Health and Equity, 2021, Measure T-19-A*

$$A = -B \times \left(\frac{F}{I} \times (C + D) \times E_i \times G \right) \div H$$

| Parameter | Quantity | |
|----------------|---|--------|
| A | Percent reduction of VMT (Max allowed = 0.8%) | |
| B | Percent of plan/community VMT on parallel roadway | 100% |
| C | Active transportation adjustment factor (Assumptions: average ADT = 12k-24k, facility length = 1 mile) | 0.0014 |
| D | Credit for key destinations near project (Assumptions: number of key destinations within 0.5 mile = 3) | 0.0005 |
| E ₁ | Growth factor adjustment for facility type (New Class I or Class IV bikeway) | 1.54 |
| E ₂ | Growth factor adjustment for facility type (New Class II bike lane) | 1.00 |
| E ₃ | Growth factor adjustment for facility type (Convert Class II to IV) | 0.54 |
| F | Annual days of use of new facility (San Diego) | 323 |
| G | Existing regional average one-way bicycle trip length (mile – San Diego) | 2.0 |
| H | Existing regional average one-way vehicle trip length (mile – San Diego) | 19.1 |
| I | Days per year | 365 |

VMT reduction per mile of bike facility is estimated in the following table per facility type. The reduction is applied only on the VMT generated from all trips that start and end in the City of Escondido and the trip length is shorter than 3 miles.

| | Facility Type | | |
|--|----------------|----------------|----------------|
| | E ₁ | E ₂ | E ₃ |
| Percent reduction of VMT (A) | 0.03% | 0.02% | 0.01% |
| VMT reduction per mile of bike facility (A X Total VMT) | 107 VMT | 71 VMT | 36 VMT |

Bicycling is typically an alternative for short trips and may not replace trips that are longer than 3 miles. The reduction is applied only on the VMT generated from all trips that start and end in the City of Escondido and the trip length is shorter than 3 miles. The average VMT reduction per mile of bicycle facility is calculated as below:

Total VMT in Escondido from Trips that are < 3 mile (per SANDAG ABM2+ Model 2016 Base Year) = 355,000 VMT

$$\text{Average VMT reduction} = A \times \text{Total VMT} = .03\% \times 355,000 \text{ VMT} = \frac{107 \text{ VMT reduced}}{1 \text{ mile of new class I or IV bikeway}}$$

$$\text{Average VMT reduction} = A \times \text{Total VMT} = .02\% \times 355,000 \text{ VMT} = \frac{71 \text{ VMT reduced}}{1 \text{ mile of new class II bikeway}}$$

$$\begin{aligned} \text{Average VMT reduction} &= A \times \text{Total VMT} = .01\% \times 355,000 \text{ VMT} \\ &= \frac{36 \text{ VMT}}{1 \text{ mile of converted class II to class I or IV bikeway}} \end{aligned}$$

The purpose of this calculation is to create the average amount of VMT reduced by adding one mile of bikeway (or converting 1 mile of bike lanes to bike path or cycle track) within Escondido. This calculation uses Escondido specific assumptions about VMT within Escondido (for only trips that are less than 3 miles long). The total VMT from trips that start and end in Escondido that are less than 3 miles long is sourced from the SANDAG AMB 2+ Regional Travel Demand Model for the 2016 base year. Only VMT associated with trips that are shorter than 3 miles are included because adding bikeways will primarily affect shorter trips. In other words, converting a car trip to a bicycling trip will only be possible for short car trips.

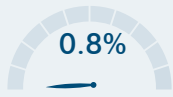
The GHG Handbook, Measure T-19A information is provided on the following pages for reference.

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T-19-A. Construct or Improve Bike Facility



GHG Mitigation Potential



Up to 0.8% of GHG emissions from vehicles parallel roadways

Co-Benefits (icon key on pg. 34)



Climate Resilience

Constructing and improving bike facilities can incentivize more bicycle use and decrease vehicle use, which have health benefits and can thus improve community resilience. This can also improve connectivity between residents and resources that may be needed in an extreme weather event.

Health and Equity Considerations

Prioritize low-income and underserved areas and communities with lower rates of vehicle ownership or fewer transit options. Make sure that the bicycle facility connects to a larger existing bikeway network that accesses destinations visited by low-income or underserved communities.

Measure Description

This measure will construct or improve a single bicycle lane facility (only Class I, II, or IV) that connects to a larger existing bikeway network. Providing bicycle infrastructure helps to improve biking conditions within an area. This encourages a mode shift on the roadway parallel to the bicycle facility from vehicles to bicycles, displacing VMT and thus reducing GHG emissions. When constructing or improving a bicycle facility, a best practice is to consider local or state bike lane width standards. A variation of this measure is provided as T-19-B, *Construct or Improve Bike Boulevard*.

Subsector

Neighborhood Design

Locational Context

Urban, suburban

Scale of Application

Plan/Community. This measure reduces VMT on the roadway segment parallel to the bicycle facility (i.e., the corridor). An adjustment factor is included in the formula to scale the VMT reduction from the corridor level to the plan/community level.

Implementation Requirements

The bicycle lane facility must be either Class I, II, or IV. Class I bike paths are physically separated from motor vehicle traffic. Class IV bikeways are protected on-street bikeways, also called cycle tracks. Class II bike lanes are striped bicycle lanes that provide exclusive use to bicycles on a roadway.

Cost Considerations

Capital and infrastructure costs for new bike facilities may be high. The local municipality may achieve cost savings through a reduction of cars on the road leading to lower infrastructure and roadway maintenance costs.

Expanded Mitigation Options

Implement alongside Measures T-22-A, T-22-B, and/or T-22-C to ensure that micromobility users can ride safely along bicycle lane facilities and not have to ride along pedestrian infrastructure, which is a risk to pedestrian safety.

GHG Reduction Formula

$$A = -B \times \frac{F}{I} \times (C + D) \times E \times G$$

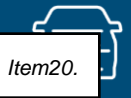
$$H$$

GHG Calculation Variables

| ID | Variable | Value | Unit | Source |
|---|--|--------------|----------------|------------|
| Output | | | | |
| A | Percent reduction in GHG emissions from displaced vehicles on roadway parallel to bicycle facility | 0–0.8 | % | calculated |
| User Inputs | | | | |
| B | Percent of plan/community VMT on parallel roadway | 0–100 | % | user input |
| C | Active transportation adjustment factor | Table T-19.1 | unitless | CARB 2020 |
| D | Credits for key destinations near project | Table T-19.2 | unitless | CARB 2020 |
| E | Growth factor adjustment for facility type | Table T-19.3 | unitless | CARB 2020 |
| Constants, Assumptions, and Available Defaults | | | | |
| F | Annual days of use of new facility | Table T-19.4 | days per year | NOAA 2017 |
| G | Existing regional average one-way bicycle trip length | Table T-10.1 | miles per trip | FHWA 2017 |
| H | Existing regional average one-way vehicle trip length | Table T-10.1 | miles per trip | FHWA 2017 |
| I | Days per year | 365 | days per year | standard |

Further explanation of key variables:

- (B) – The percent of total plan/community VMT within the roadway parallel to the bike facility should represent the expected total VMT generated by all land use in that area, including office, residences, retail, schools, and other uses. The most appropriate source for this data is from a local travel demand forecasting model. An alternate method uses VMT per worker or VMT per resident as calculated for SB 743 compliance and screening purposes multiplied by the population in the area.
- (C, D, and E) – The active transportation adjustment factor, key destination credit, and growth factor adjustment should be looked up by the user in Tables T-19.1 through T-19.3 in Appendix C. The active transport adjustment factor is based on the existing annual average daily traffic (AADT) of the facility, length of the proposed bike facility, and the city population. The key destination credit is based on the number of key destinations within 0.5-mile of the facility. The growth factor is based on the type of proposed bicycle facility.
- (F) – The annual days of use for the new facility should be looked up by users in Table T-19.4 based on the county in which the project is located. The days of use is based on the number of days per year where there is no rainfall (i.e., ≤ 0.1 inches) (NOAA 2017).



- (G and H) – Ideally, the user will calculate bicycle and vehicle trip lengths for the corridor at a scale no larger than the surrounding census tract. Potential data sources include the U.S. Census, California Household Travel Survey (preferred), or local survey efforts. If the user is not able to provide a project-specific value using one of these data sources, they have the option to input regional average one-way bicycle and vehicle trip lengths for one of the six most populated CBSAs in California provided in Table T-10.1 in Appendix C (FHWA 2017).

GHG Calculation Caps or Maximums

Measure Maximum

(A_{max}) For projects that use CBSA data from Table T-10.1 in Appendix C, the maximum percent reduction in GHG emissions (A) is 0.8 percent. This is based on a neighborhood project the size of a large corridor ($B = 100\%$) within the CBSA of Sacramento-Roseville-Arden-Arcade that uses the highest values for (C, D, and E) in Tables T-19.1 through T-19.3 and annual use days for Sacramento County (F) in Table T-19.4. This maximum scenario is presented in the below example quantification.

(C_{max}) The active transportation adjustment factor (C) was determined for roadways with AADT ranging from 1 to 30,000 (CARB 2020). Roadways with AADT greater than 30,000 are generally not appropriate for bicycle facilities. Care should be taken by the user in interpreting the results from this equation for a project roadway with AADT greater than 30,000.

Subsector Maximum

($\sum A_{maxT-18 \text{ through } T-22-C} \leq 10\%$) This measure is in the Neighborhood Design subsector. This subcategory includes Measures T-18 through T-22-C. The VMT reduction from the combined implementation of all measures within this subsector is capped at 10 percent.

Example GHG Reduction Quantification

The user reduces VMT by constructing a bicycle facility that displaces vehicle trips with bicycle trips. In this example, the following assumptions are made to obtain inputs from Tables T-19.1 through T-19.3 in Appendix C:

- Percent of plan/community VMT on parallel roadway (B) = 100%. The project would establish a bike corridor the whole length of a central commercial thoroughfare. It is assumed this main street makes up the entire neighborhood.
- Active transportation adjustment factor (C) = 0.0207. Existing AADT on the roadway parallel to the proposed bicycle facility is 10,000, the facility length is 2.5 miles, and the project site is in a university town with a population of 200,000.
- Key destination credit (D) = 0.003. There are 10 key destinations within 0.25 mile of the project site.
- Growth factor adjustment (E) = 1.54. The bike facility would be a new Class IV bikeway.

The project is within the Sacramento-Roseville-Arden-Arcade CBSA and the user does not have project-specific values for average bicycle and vehicle trip lengths. Accordingly, the inputs of 2.9 miles and 10.9 miles, respectively (G and H), from Table T-10.1 in Appendix C are assumed. The user would displace GHG emissions from project study area VMT by 0.8 percent.

$$A = -100\% \times \left(\frac{\frac{307 \text{ days}}{365 \text{ days}} \times (0.0207 + 0.003) \times 1.54 \times 2.9 \text{ miles}}{10.9 \text{ miles}} \right) = -0.8\%$$

Quantified Co-Benefits



Improved Local Air Quality

The percent reduction in GHG emissions (A) would be the same as the percent reduction in NO_x, CO, NO₂, SO₂, and PM. Reductions in ROG emissions can be calculated by multiplying the percent reduction in GHG emissions (A) by an adjustment factor of 87 percent. See *Adjusting VMT Reductions to Emission Reductions* above for further discussion.



Energy and Fuel Savings

The percent reduction in vehicle fuel consumption would be the same as the percent reduction in GHG emissions (A).



VMT Reductions

The percent reduction in VMT would be the same as the percent reduction in GHG emissions (A).

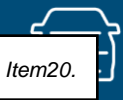


Improved Public Health

Users are directed to the ITHIM (CARB et al. 2020). The ITHIM can quantify the annual change in health outcomes associated with active transportation, including deaths, years of life lost, years of living with disability, and incidence of community and individual disease.

Sources

- California Air Resources Board (CARB). 2020. *Quantification Methodology for the Strategic Growth Council's Affordable Housing and Sustainable Communities Program*. September. Available: https://ww2.arb.ca.gov/sites/default/files/classic/cc/capandtrade/auctionproceeds/draft_sgc_ahsc_m_091620.pdf. Accessed: January 2021.
- California Air Resources Board (CARB), California Department of Public Health (CDPH), and Nicholas Linesch Legacy Fund. 2020. *Integrated Transport and Health Impact Model*. Available: <https://skylab.cdph.ca.gov/HealthyMobilityOptionTool-ITHIM/#Home>. Accessed: September 17, 2021.
- Federal Highway Administration (FHWA). 2017. *National Household Travel Survey–2017 Table Designer*. Travel Day PT by TRPTRANS by HH_CBSA. Available: <https://nhts.ornl.gov/>. Accessed: January 2021.



- National Oceanic and Atmospheric Administration (NOAA). 2021. *Global Historical Climatology Network–Daily (GHCN-Daily), Version 3. 2015-2019 Average of Days Per Year with Precipitation >0.1 Inches*. Available: <https://www.ncsl.noaa.gov/access/search/data-search/daily-summaries?bbox=38.922,-120.071,38.338,-119.547&place=County:1276&dataTypes=PRCP&startDate=2015-01-01T00:00:00&endDate=2019-01-01T23:59:59>. Accessed: May 2021.

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Transit Supportive Improvements

4. Upgrade Bus Stops

The GHG Handbook does not provide a quantitative approach for determining the VMT reduction associated with bus stop improvements. However, the GHG Handbook does include an qualitative measure documenting that improving bus stop locations enhances users' experience and can lead to increased ridership (GHG Handbook, page 55):

T-46. Improve Transit Access, Safety, and Comfort

This measure requires projects improve transit access and safety through sidewalk/crosswalk safety enhancements, bus shelter improvements, improved lighting, and other features. Work with the community to determine barriers to use, most desired improvements, and other access challenges.

A nominal reduction of 50 VMT per bus shelter upgrade is assumed to be achieved from this improvement. The average vehicle trip length in Escondido is 6.1 miles one-way (or 12.2 miles round trip), based on the base year (2016) ABM2+ SANDAG Model. A planning/engineering judgement assumption is applied assuming that upgrading a bus stop to provide a bus shelter (and required amenities) would encourage approximately 4-5 additional bus riders per day, it would result in a reduction of 49-61 VMT ($12.2 \times 4 = 49$ and $12.2 \times 5 = 61$). 50 VMT was selected as a conservative assumption.

FUTURE PROGRAMS

The following summarizes the estimated effectiveness of several programs that may be considered in the future for inclusion into the VMT Exchange program.

Trip Reduction Marketing

1. Implement trip reduction marketing

Source:

- *Handbook for Analyzing Greenhouse Gas Emission Reduction, Assessing Climate Vulnerabilities, and Advancing Health and Equity, 2021, Measure T-7*

$$A = B \times C \times D = 1 \times 0.04 \times 1 = -4\%$$

| Parameter | Quantity |
|---|----------|
| A Percent reduction in GHG emissions from project/site employee commute VMT (Max allowed = 4%) | -4% |
| B Percent of employees eligible for program ¹ | 100% |
| C Percent reduction in employee commute vehicle trips | -4% |
| D The adjustment from vehicle trips to VMT | 1.0 |

1. Eligible employees are usually 100 percent. Employees who might not be able to participate include night-time employees or jobs that require employees to drive to work.

VMT reduction achieved from implementation of trip reduction marketing is calculated as below. The estimated reduction applies to all work-related trips that occur within the City of Escondido.

$$\begin{aligned} \text{VMT reduction} &= \frac{4\% \times \text{City of Escondido Total Work Related VMT}}{\text{Total number of employees in the City of Escondido}} = \frac{4\% \times 1,824,574 \text{ VMT}}{53,288} \\ &= 1.37 \text{ VMT/Employee} \end{aligned}$$

The City of Escondido Total Work Related VMT and number of employees is sourced from the SANDAG ABM 2+ Regional Travel Demand Model for the 2016 base year.

2. Fund City employees trip reduction program

VMT reduction calculated for this strategy is similar to measure 4 on a per-employee basis. The average fund associated with such a program is approximately \$5,000. The effectiveness is only applicable if a program is fully funded. Partially funded programs would require the City of Escondido to complete the funding for the program to become effective.

Public Transit/Shuttle Improvement

3. Downtown Escondido on-demand Shuttle

Source:

- *Handbook for Analyzing Greenhouse Gas Emission Reduction, Assessing Climate Vulnerabilities, and Advancing Health and Equity, 2021, Measure T-25*

$$A = -1 \times \frac{C - B}{B} \times D \times E \times F \times G = -1 \times 1 \times 2.4\% \times 0.7 \times 57.8\% \times 1 = 0.97\%$$

| Parameter | Quantity | |
|-----------|--|-------|
| A | Percent reduction in GHG emissions from plan/community VMT (Max allowed = 4.6%) | |
| B | Total transit service miles or service hours in plan/community before expansion ¹ | |
| C | Total transit service miles or service hours in plan/community after expansion ¹ | |
| D | Transit mode share in plan/community (San Diego) | 2.4% |
| E | The elasticity of transit demand with respect to service miles or service hours | 0.7 |
| F | Statewide mode shift factor | 57.8% |
| G | The adjustment from vehicle trips to VMT | 1.0 |

1. Considering that no shuttle service is running to/from the downtown area, the expansion in shuttle service miles is assumed to be 100%.

VMT reduction achieved from implementation of providing funding for intra-city shuttle program is calculated as below. The estimated reduction applies to all trips that occur between all TAZs that fall inside Escondido downtown area.

$$\text{VMT reduction} = 0.97\% \times \text{VMT from trips start and end in downtown} = 0.97\% \times 2,696 = 26 \text{ VMT}$$

Appendix B

Standard Number of Square Feet Per Employee by Land Use (SANDAG)

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SANDAG Land Use Codes, Definitions, and Square Feet Per Employee Conversions

[Land Use Codes and Definitions](#)

| lu_code | land use | description | source |
|---------|---------------------------------------|---|-----------------|
| 1501 | Hotel (Low-Rise) | Hotels, motels, and other transient accommodations with three or less floors. Commonly found along freeways and prime commercial areas. | SANDAG ABM2+ |
| 1502 | Hotel (High-Rise) | Hotels and motels that have four or more floors. Primarily found in downtown areas and near tourist attractions. | SANDAG ABM2+ |
| 1503 | Resort | Resorts with hotel accommodations that usually contain recreation areas. Examples of resorts would be La Costa Health Spa, Lawrence Welk, and the Olympic Resort in Carlsbad near the airport. | SANDAG ABM2+ |
| 2001 | Heavy Industry | Shipbuilding, airframe, and aircraft manufacturing. Usually located close to transportation facilities and commercial areas. Parcels are typically large, 20-50 acres. | SANDAG ABM2+ |
| 2101 | Industrial Park | Office/industrial uses clustered into a center. The primary uses are industrial but may include high percentages of other uses in service or retail activities. | SANDAG ABM2+ |
| 2103 | Light Industry - General | All other industrial uses and manufacturing not included in the categories above. These are not located inside of parks but are usually along major streets or clustered in certain areas. Includes manufacturing uses such as lumber, furniture, paper, rubber, stone, clay, and glass; as well as light industrial uses as auto repair services and recycling centers. Mixed commercial and office uses (if not large enough to be identified separately) are also included. General industrial areas are comprised of 75 percent or more of industrial uses (manufacturing, warehousing, and wholesale trade). | SANDAG ABM2+ |
| 2104 | Warehousing | Usually large buildings located near freeways, industrial, or strip commercial areas. | SANDAG ABM2+ |
| 2105 | Public Storage | Public self-storage buildings are typically long, rectangular and closely spaced. Also includes RV and boat storage areas. | SANDAG ABM2+ |
| 2201 | Extractive Industry | Mining, sand and gravel extraction, salt evaporation. | SANDAG ABM2+ |
| 2301 | Scrap Yards/Auto Dismantling/Landfill | The landscape should show visible signs of the activity. Also include auto wrecking/dismantling and recycling centers. | SANDAG ABM2+ |
| 6001 | Office (High-Rise) | High rise buildings with more than four stories containing banking, offices for business and professional services (finance, insurance, real estate), some retail activities and restaurants. | SANDAG ABM2+ |
| 6002 | Office (Low-Rise) | Low rise buildings with less than five stories containing banking, offices for business and professional services (finance, insurance, real estate), some retail activities and restaurants. | SANDAG ABM2+ |
| 6003 | Government Office/Civic Center | Large government office buildings or centers (outside of military reservations) and civic centers, or city halls of local governments. Also includes the Chamber of Commerce buildings and DMV Offices. | SANDAG ABM2+ |
| 6502 | Hospital - General | | SANDAG ABM2+ |

| | | | |
|------|-------------------------------------|--|-----------------|
| 6509 | Other Health Care | Medical centers and buildings or offices, health care services, and other health care facilities. Smaller medical offices and facilities may be included within office, strip commercial, or other surrounding uses. | SANDAG ABM2+ |
| 6802 | Other University or College | | SANDAG ABM2+ |
| 6803 | Junior College | Includes trade or vocational schools. | SANDAG ABM2+ |
| 6804 | Senior High School | 9 - 12 | SANDAG ABM2+ |
| 6805 | Junior High School or Middle School | 6 - 8 | SANDAG ABM2+ |
| 6806 | Elementary School | K - 7 | SANDAG ABM2+ |

Employment Density by Land Use Code (square feet per employee unless otherwise noted)

| lu_code | description | Value_per_unit |
|---------|--|----------------|
| 1501 | Hotel (Low-Rise) | 1600 |
| 1502 | Hotel (High-Rise) | 1550 |
| 1503 | Resort | 700 |
| 2001 | Heavy Industry | 200 |
| 2101 | Industrial Park | 600 |
| 2103 | Light Industry - General | 700 |
| 2104 | Warehousing | 1250 |
| 2105 | Public Storage | 22900 |
| 2201 | Extractive Industry | 150 |
| 2301 | Scrap Yards/Auto Dismantling/Landfill | 1200 |
| 6001 | Office (High-Rise - greater than 100000 SF) | 400 |
| 6002 | Office (Low-Rise - less or equal to 100000 SF) | 450 |
| 6003 | Government Office/Civic Center | 650 |
| 6502 | Hospital - General | 300 |
| 6509 | Other Health Care | 450 |

| | | |
|------|-------------------------------------|-------------------------------|
| 6802 | Other University or College | 1 employee per 47 students |
| 6803 | Junior College | 1 employee per 14 students |
| 6804 | Senior High School | 1 employee per 12 students |
| 6805 | Junior High School or Middle School | 1 employee per 17 students |
| 6806 | Elementary School | 1 employee per 9 students |

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STAFF REPORT

December 7, 2022
File Number 1010-35

SUBJECT

MASTER AND PRECISE DEVELOPMENT PLAN FOR A DRIVE-THROUGH COFFEE FACILITY

DEPARTMENT

Planning Division, Development Services Department

RECOMMENDATION

Request that the City Council conduct a public hearing on the development proposal and adopt Ordinance No. 2022-24 approving a Master Development Plan and Precise Development Plan for construction of a drive-through coffee facility at 1525 Tanglewood Lane in the City of Escondido; and for the adoption of a Notice of Exemption pursuant to the California Environmental Quality Act Guidelines. (APN: 235-090-35-00) ("Project").

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

Presenter: Adam Finestone, City Planner

PLANNING COMMISSION RECOMMENDATION

The Planning Commission considered the Project at its November 8, 2022 Meeting, and the staff report has been included as Attachment 1. One member of the public submitted written correspondence to the Planning Commission ahead of that meeting (included as Attachment "2" to this report) and one member of the public spoke in opposition to the Project at the hearing. Both commenters expressed concern with land use compatibility and traffic generated by the Project. After deliberation, the Planning Commission voted 5 – 1 (Commissioner Paul voting no) to recommend approval of the Project.

FISCAL ANALYSIS

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



CITY of ESCONDIDO

STAFF REPORT

PREVIOUS ACTION

None.

PROJECT DESCRIPTION

The Project consists of a Master and Precise Development Plan to facilitate the construction of a 1,026 square foot dual-lane drive-through coffee facility (Starbucks), along with on-site improvements including, but not limited to, landscaping, off-street parking, utilities, and a trash enclosure, as well as associated street improvements. The Project also includes various signage including monument signs and a freeway-oriented sign.

The Project is located within the Planned Commercial (PC) land use designation and is zoned Planned Development – Commercial (PD-C). A proposed development in a PD zone is required to obtain a Master and Precise Development Plan pursuant to Article 19 of the Escondido Zoning Code.

A complete project description can be found in the November 8, 2022 Planning Commission staff report (Attachment “1”).

LOCATION

The Project is located on an approximately 0.46-acre lot addressed at 1525 Tanglewood Lane (APN: 235-090-35-00). The property is on the west side of Interstate 15 and south of Auto Park Way, and is immediately east of the Lexus Dealership. The location is depicted in Attachment 1 of the Planning Commission staff report.

ANALYSIS

The Project is located within the PC land use designation of the City’s General Plan and is within the PD-C zoning district. There are several policies outlined in the City’s General Plan which support the proposed use, as detailed in the attached Planning Commission staff report. The Project would be consistent with the underlying General Plan land use designation and zoning district. The Project complies with the development standards as detailed in the *Supplemental Details of Request* included in the Planning Commission staff report. A complete analysis of the Project can be found in Attachment “1”.

ENVIRONMENTAL REVIEW

California Environmental Quality Act (“CEQA”) Guidelines list classes of projects that have been determined not to have a significant effect on the environment and as a result are exempt from further environmental review under CEQA. The Project qualifies for an exemption under CEQA Guidelines sections



CITY of ESCONDIDO

STAFF REPORT

15303 (New Construction or Conversion of Small Structure) and 15332 (In-Fill Development Projects). The CEQA Notice of Exemption prepared for the Project is included as Attachment 4 to the Planning Commission staff report. The Notice of Exemption demonstrates that the Project qualifies for these exemptions and will not have a significant effect on the environment.

CONCLUSION

The proposed Master and Precise Development Plan would be consistent with the requirements of the underlying PD General Plan land use designation and the PD-C zoning district. The proposed drive-through would fulfill several policies outlined in the City's 2012 General Plan, and the goals of the Promenade Retail Center and Vicinity Target Area.

Based on the analysis discussed above and in the attached Planning Commission staff report, staff recommends that the City Council adopt Ordinance No. 2022-24, approving the Master and Precise Development Plan.

ORDINANCES

- A. Ordinance No. 2022-24
- B. Ordinance No. 2022-24 Exhibit "A"
- C. Ordinance No. 2022-24 Exhibit "B"
- D. Ordinance No. 2022-24 Exhibit "C"
- E. Ordinance No. 2022-24 Exhibit "D"

ATTACHMENTS

- A. Attachment "1" – November 8, 2022, Planning Commission staff report
- B. Attachment "2" – November 8, 2022, Planning Commission written correspondence

ORDINANCE NO. 2022-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A MASTER AND PRECISE DEVELOPMENT PLAN FOR CONSTRUCTION OF A DRIVE-THROUGH COFFEE FACILITY AT 1525 TANGLEWOOD LANE

CASE NOS.: PL22-0325/PL22-0326

The City Council of the City of Escondido, California does ordain as follows:

SECTION 1. The City Council makes the following findings:

a) Newmark Merrill Companies ("Applicant") filed a land use application, Planning Case Nos. PL22-0325 and PL22-0236 ("Application"), constituting a request for a Master and Precise Development Plan to facilitate the construction of a 1,026 square foot dual-lane drive-through coffee facility ("Project"). The Project site is approximately .46-acres and is located west of Interstate 15 and south of Auto Park Way, addressed at 1525 Tanglewood (APN: 235-090-35-00), and more particularly described in Exhibit "A" and incorporated by this reference as through fully set forth herein ("Property"); and

b) The Application was submitted to, and processed by, the Planning Division of the Development Services Department as Planning Case Nos. PL22-0325 and PL22-0326 and is depicted on the Project plans attached hereto as Exhibit "B" and incorporated by this reference as though fully set forth herein; and

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

d) The Application was assessed in conformance with CEQA and a Notice of Exemption ("NOE") was prepared; and

e) The Planning Commission of the City of Escondido held a duly noticed public hearing on November 8, 2022, as prescribed by law, at which interested persons were given the opportunity to appear and present their views with respect to the Application. Evidence was submitted to and considered by the Planning Commission, including written and oral testimony from City staff, interested parties, and the public. Following the public hearing the Planning Commission adopted Planning Commission Resolution No. 2022-22, which recommended that the City Council approve the Master and Precise Development Plan for the Project.

SECTION 2. On December 7, 2022, the City Council held a duly noticed public hearing as prescribed by law. Evidence was submitted to and considered by the City Council, including, without limitation:

- a) Written information including all Application materials and other written and graphical information posted on the project website.
- b) Oral testimony from City staff, interested parties, and the public.
- c) The City Council staff report, dated December 7, 2022, which along with its attachments, is incorporated herein by this reference as though fully set forth herein.
- d) The Planning Commission's recommendation on the request.
- e) Additional information submitted during the public hearing.

SECTION 3. Upon consideration of the Findings of Fact/Factors to be considered, attached hereto as Exhibit "C" and incorporated herein by reference as though fully set forth herein, the City Council desires at this time and deems it to be in the best public interest to approve the Master and Precise Development Plan subject to the Conditions of Approval outlined in Exhibit "D," which is attached hereto and incorporated herein by reference as though fully set forth herein.

SECTION 4. ENVIRONMENTAL REVIEW. A NOE has been prepared in compliance with the requirements contained in CEQA, the CEQA Guidelines, and Article 47 (Environmental Quality Regulations) of the Escondido Zoning Code. The City Council directs the Director of Development Services to file the NOE with the San Diego County Clerk.

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

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

SECTION 7. All references within this Ordinance to "Applicant" shall be equally applicable to the current property owner and to any successors-in-interest or assigns, whether such successors-in-interest or assigns own, control, or otherwise have development authority for all, a portion, or portions of the Property.

SECTION 8. The City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation for the City of Escondido.

SECTION 9. The Ordinance shall become effective 30 days from the date of the passage.

Exhibit A

Legal Description

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

THE SOUTHERLY 125.00 FEET OF THE NORTHERLY 300.00 FEET OF THE EASTERLY 175.00 FEET OF LOT 2, BLOCK 312 AS SHOWN ON SHEET "B" OF THE RE-SURVEY OF A PORTION OF RANCHO RINCON DEL DIABLO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 724, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, AUGUST 13, 1892, THE SOUTHERLY AND NORTHERLY LINE OF THE ABOVE DESCRIBED PARCEL TO BE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 2 AND THE WESTERLY LINE TO BE PARALLEL WITH THE EASTERLY LINE OF SAID LOT 2. SAID DISTANCE TO BE MEASURED AT RIGHT ANGLES TO THE NORTHERLY AND EASTERLY LINES OF SAID LOT.

TOGETHER WITH THAT PORTION OF THE EASTERLY 175.00 FEET OF THE NORTHERLY 175.00 FEET OF LOT 2 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE EASTERLY 175.00 FEET OF THE NORTHERLY 175.00 FEET OF SAID LOT 2; THENCE ALONG THE FOLLOWING NUMBERED COURSES: (1) PARALLEL TO THE EASTERLY LINE OF SAID LOT 2, N. 4°44'02" W., 33.77 FEET; (2) S. 81°49'25" E., 151.35 FEET TO THE SOUTH LINE OF THE NORTHERLY 175.00 FEET OF SAID LOT 2; (3) ALONG SAID SOUTH LINE S. 85°16'59"W., 147.52 FEET TO THE POINT OF BEGINNING.

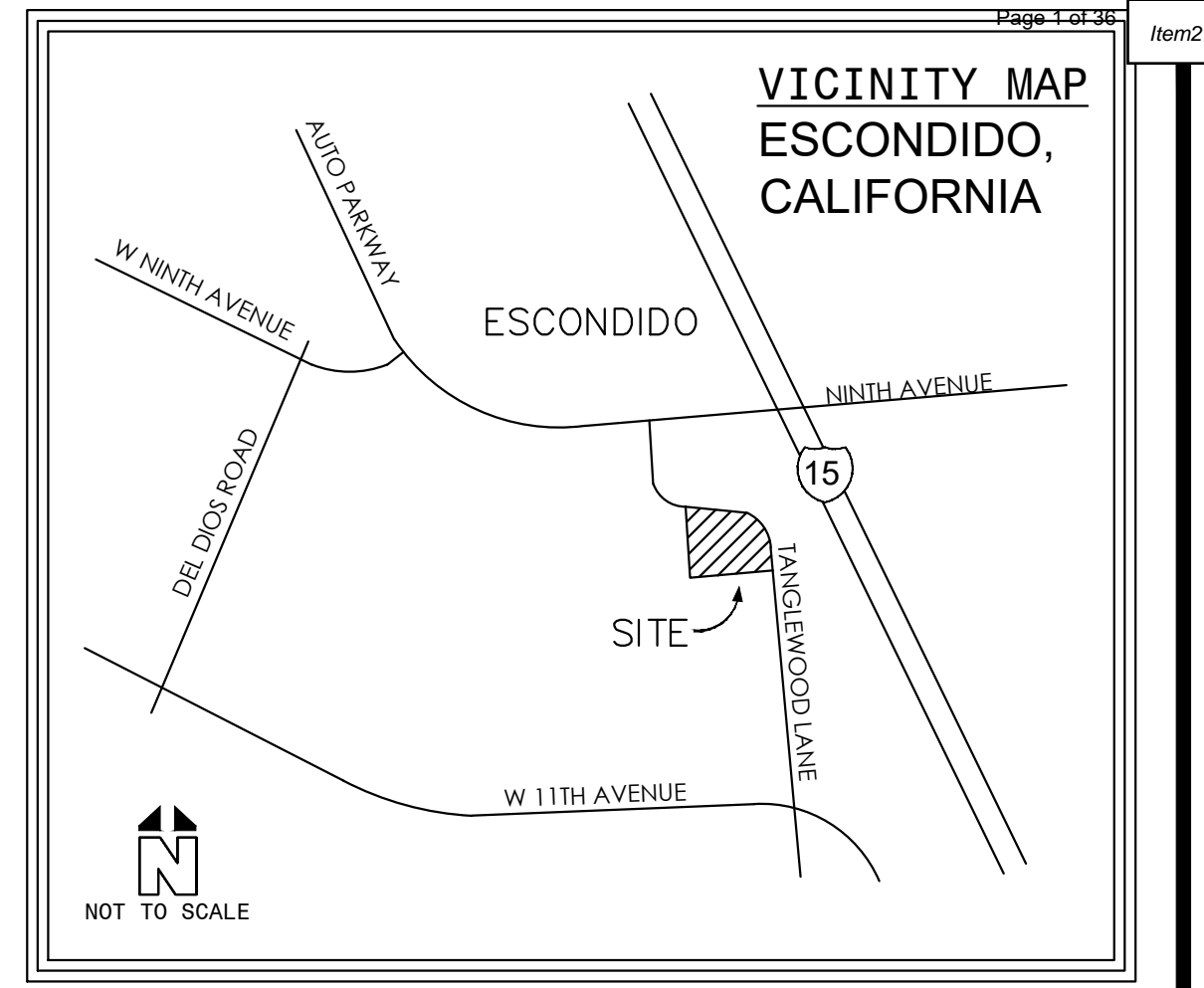
EXCEPTING FROM THE FIRST HEREINABOVE DESCRIBED PROPERTY THAT CERTAIN PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF THE SOUTHERLY 125.00 FEET OF THE NORTHERLY 300.00 FEET OF THE EASTERLY 175.00 FEET OF SAID LOT 2; THENCE ALONG THE EASTERLY LINE OF SAID LOT 2, 04°44'02" EAST, 42.15 FEET; THENCE LEAVING SAID EASTERLY LINE FROM A TANGENT WHICH BEARS NORTH 20°10'20" WEST, ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 83.00 FEET, THROUGH AN ANGLE OF 35°17'15" A DISTANCE OF 51.12 FEET TO SAID NORTHERLY LINE OF SAID SOUTHERLY 125.00 FEET; THENCE ALONG SAID NORTHERLY LINE NORTH 85°16'59" EAST, 27.46 FEET TO THE POINT OF BEGINNING.

APN: PORTION 235-090-35-00

EXHIBIT B
PROJECT PLANS

MASTER PLAN



LEGEND:

- EXISTING CENTER LINE
- PROPOSED CENTER LINE
- EXISTING PROPERTY LINE
- PROPOSED PROPERTY/RIGHT OF WAY LINE
- LOT LINE
- SETBACK LINE
- APPROXIMATE LIMIT OF WORK LINE
- STANDARD DUTY CONCRETE PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- LANDSCAPE/PLANTER AREA
- HEAVY DUTY ASPHALT PAVEMENT
- DETECTABLE WARNING SYSTEM
- PERMEABLE PAVERS
- DEDICATION/VACATION AREA
- REMOVE AND REPLACE PAVEMENT MINIMUM 2 INCHES TO CENTERLINE
- SIGN POST
- RETAINING WALL
- ACCESSIBLE PARKING SPACE
- ACCESSIBLE ROUTE (LOCATION PURPOSES ONLY, DO NOT PAINT)
- NUMBER OF PARKING SPACES
- EXISTING BUILDING

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE SOUTHERLY 125.00 FEET OF THE NORTHERLY 300.00 FEET OF THE EASTERLY 175.00 FEET OF LOT 2, BLOCK 312 AS SHOWN ON SHEET "B" OF THE RE-SURVEY OF A PORTION OF RANCHO RINCON DEL DIABLO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 724, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, AUGUST 13, 1892, THE SOUTHERLY AND NORTHERLY LINE OF THE ABOVE DESCRIBED PARCEL TO BE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 2 AND THE WESTERLY LINE TO BE PARALLEL WITH THE EASTERLY LINE OF SAID LOT 2; SAID DISTANCE TO BE MEASURED AT RIGHT ANGLES TO THE NORTHERLY AND EASTERLY LINES OF SAID LOT.

TOGETHER WITH THAT PORTION OF THE EASTERLY 175.00 FEET OF THE NORTHERLY 175.00 FEET OF LOT 2 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE EASTERLY 175.00 FEET OF THE NORTHERLY 175.00 FEET OF SAID LOT 2; THENCE ALONG THE FOLLOWING NUMBERED COURSES: (1) PARALLEL TO THE EASTERLY LINE OF SAID LOT 2, N. 44°44'02" W., 33.77 FEET; (2) S. 81°49'25" E. 151.35 FEET TO THE SOUTH LINE OF THE NORTHERLY 175.00 FEET OF SAID LOT 2; (3) ALONG SAID SOUTH LINE S. 85°16'59" W., 147.52 FEET TO THE POINT OF BEGINNING.

EXCEPT FROM THE FIRST HEREBY DESCRIBED PROPERTY THAT CERTAIN PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHERLY 125.00 FEET OF THE NORTHERLY 300.00 FEET OF THE EASTERLY 175.00 FEET OF SAID LOT 2; THENCE ALONG THE EASTERLY LINE OF SAID LOT 2, 04°44'02" EAST, 42.15 FEET; THENCE LEAVING SAID EASTERLY LINE FROM A TANGENT WHICH BEARS NORTH 20°10'20" WEST, ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 83.00 FEET, THROUGH AN ANGLE OF 35°17'15" A DISTANCE OF 51.12 FEET TO SAID NORTHERLY LINE OF SAID SOUTHERLY 125.00 FEET; THENCE ALONG SAID NORTHERLY LINE NORTH 85°16'59" EAST, 27.46 FEET TO THE POINT OF BEGINNING.

TITLE REPORT EXCEPTIONS

- 7 ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM FREEWAY AND ADJACENT FRONTAGE ROAD HAVE BEEN RELINQUISHED IN THE DOCUMENT RECORDED OCTOBER 08, 1971 AS INSTRUMENT NO. 231985 OF OFFICIAL RECORDS. PLOTTED HEREON.
- 8 ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM ADJACENT STATE FREEWAY HAVE BEEN RELINQUISHED IN THE DOCUMENT RECORDED JANUARY 13, 1972 AS INSTRUMENT NO. 9958 OF OFFICIAL RECORDS. PLOTTED HEREON.

SITE DATA

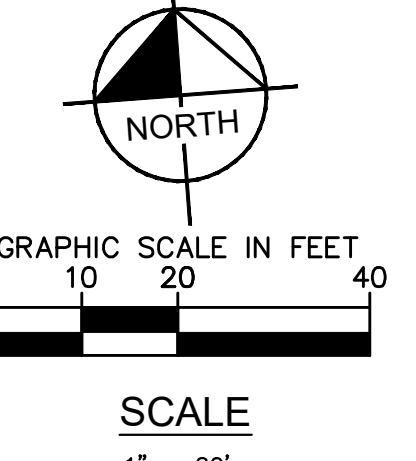
| | | | |
|-----------------------------|---|---|----------------------------|
| PROJECT DESCRIPTION: | DEMOLITION OF EXISTING DRIVEWAY AND BUILDING. NEW CONSTRUCTION OF A STARBUCKS DRIVE THRU AND PARKING LOT. | | |
| ADDRESS: | 1525 TANGLEWOOD LANE, ESCONDIDO, CA 92029 | | |
| APN: | 235-090-35-00 | | |
| ZONING DISTRICT: | PD-C - PLANNED DEVELOPMENT COMMERCIAL (EXISTING) | SE: R-2-12 - LIGHT MULTIPLE RESIDENTIAL | |
| | PD-C - PLANNED DEVELOPMENT COMMERCIAL (PROPOSED) | S: PD-C - PLANNED DEVELOPMENT COMMERCIAL | |
| ADJACENT ZONING DISTRICTS: | | W: PD-C - PLANNED DEVELOPMENT COMMERCIAL | |
| LAND USE: | COMMERCIAL | | |
| ADJACENT LAND USE: | SE: U2 - URBAN II | S: PC - PLANNED COMMERCIAL | W: PC - PLANNED COMMERCIAL |
| FLOOD ZONE: | ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.02% ANNUAL CHANCE FLOODPLAIN. | | |
| TOTAL DISTURBED AREA: | 23,082 S.F. | (0.53 AC) | |
| TOTAL PAD AREA: | 931 S.F. | (0.02 AC) | |
| TOTAL LOT AREA: | 23,082 S.F. | (0.53 AC) | |
| LOT COVERAGE: | | | |
| TOTAL SITE AREA: | 23,082 S.F. | (0.53 AC) | 100% |
| BUILDING AREA: | 931 S.F. | (0.02 AC) | 4.0% |
| IMPERVIOUS AREA: | 13,188 S.F. | (0.30 AC) | 57.1% |
| LANDSCAPE AREA: | 7,883 S.F. | (0.18 AC) | 34.2% |
| PERMEABLE PAVERS: | 1,080 S.F. | (0.03 AC) | 4.7% |
| PARKING / LANDSCAPE BUFFER: | | | |
| FRONT: | 0.0' | | |
| REAR: | 0.0' | | |
| SIDE (W): | 5.0' | | |
| SIDE (S): | 5.0' | | |
| PARKING SUMMARY: | STARBUCKS: 931 S.F. | | |
| | • ADA PARKING FOR 1-25 PARKING STALLS = 1 ADA PARKING STALL REQUIRED, PER 2019 CBC. | | |
| | • FUTURE EV FOR 10-25 PARKING STALLS = 1 FUTURE EV STALLS REQUIRED PER 2019 CALGREEN | | |
| | • 1 FUTURE EV STALL MUST BE VAN ACCESSIBLE. | | |
| | • NUMBER OF REQUIRED DESIGNATED STALLS FOR LOW-EMITTING, FUEL-EFFICIENT, CARPOOL/VANPOOL, AND ELECTRIC VEHICLES (PER 2019 CALIFORNIA GREEN BUILDING STANDARDS) = 1. | | |
| PARKING TABLE: | PROVIDED | | |
| STANDARD | 16 | | |
| DESIGNATED | 1 | (EV STALLS ARE ALSO DESIGNATED FOR VANPOOL) | |
| EV CHARGING | 1 | | |
| ACCESSIBLE | 18 | | |
| TOTAL: | | | |
| BIKE PARKING: | 1 BIKE PARKING SPACE/2,500 S.F. = 1 BIKE PARKING SPACE REQUIRED PER CITY CODE | | |

CONSTRUCTION NOTES:

- 1 CONCRETE CURB
- 2 CONCRETE CURB AND GUTTER
- 3 18" WALK-OFF CURB
- 4 VAN ACCESSIBLE PARKING STALL SIGN
- 5 DIRECTIONAL MARKING PER PLAN
- 6 ACCESSIBLE RAMP WITH DETECTABLE WARNING (TRUNCATED DOMES)
- 7 JOIN EXISTING CURB, CURB & GUTTER, SIDEWALK.
- 8 COVERED TRASH ENCLOSURE AND RECYCLING BIN STORAGE
- 9 STANDARD 90° PARKING STALL STRIPING.
- 10 PREVIEW MENU BOARD PER SIGN PROGRAM
- 11 DIGITAL ORDER SCREEN PER SIGN PROGRAM
- 12 CLEARANCE BAR PER SIGN PROGRAM
- 13 INSTALL BOLLARDS
- 14 INSTALL LONG TERM BIKE RACK
- 15 PROPOSED CMU RETAINING WALL TO MATCH PROPOSED BUILDING FINISH AND/OR CONSTRUCTED IN DECORATIVE MATERIAL.
- 16 CONSTRUCT 0" CONCRETE CURB
- 17 ACCESSIBLE PATH OF TRAVEL STRIPING.
- 18 ACCESSIBLE PARKING STALL STRIPING.
- 19 FUTURE E/V CHARGING STATION. CONDUIT TO BE RAN TO STALL FOR FUTURE CONNECTION.
- 20 "CLEAN AIR/VAN POOL/EV" IN 12" HIGH WHITE LETTERS AT THE END OF PARKING STALL
- 21 EXISTING FENCE TO REMAIN
- 22 EXISTING WALL TO REMAIN
- 23 EXISTING TREES TO REMAIN
- 24 EXISTING VALLEY GUTTER TO REMAIN
- 25 PROPOSED VALLEY GUTTER
- 26 PROPOSED CURB CUT PER PLAN
- 27 PROPOSED DRIVE-THRU ENTRANCE SIGN PER SIGN PROGRAM
- 28 INSTALL SHORT TERM BIKE RACK.
- 29 DRIVE-THRU PANEL MENU SIGN PER SIGN PROGRAM
- 30 INSTALL WHEEL STOP
- 31 PROPOSED MONUMENT SIGN
- 32 PROPOSED 65' PYLON SIGN
- 33 PROPOSED DRIVE-THRU EXIT ONLY/THANK YOU DIRECTIONAL SIGN PER SIGN PROGRAM

NOTE: ALL WATER SERVICES 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.

NOTE: MINIMUM FIRE FLOW REQUIRED IS 1,500 GPM AT 20 PSI FOR 2 HRS.



SITE DEVELOPMENT PLAN EXPIRES:
THIS PLAN IS VALID FOR 2 YEARS FROM APPROVAL

STORMWATER
INSPECTION PRIORITY: _____ WVID NO. _____

CITY of ESCONDIDO

PRELIMINARY SITE PLAN - MASTER

ADDRESS: 1525 TANGLEWOOD LN, ESCONDIDO, CA 92029

APPROVED _____

FOR CITY ENGINEER _____ RCE EXP. LIC. DATE _____ DATE _____ SHEET C1.0

BENCH MARK: _____

ENGINEER STAMP
AMELIA BELTRAN, R.C.E. NO. 87468, EXP. LIC. DATE 9/30/2023, 9/21/2022

Drawing name: K:\ORA_LDEV\Newmark Merrill\094581015 - NMM Tanglewood\CAD\Exhibits\C1.0 - Preliminary Site Plan.dwg C1.0 Preliminary Site Plan - Master Sep 21, 2022 11:12pm by: Julia Chang
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. No other use or adaptation by Kimley-Horn and Associates, Inc. shall be without written authorization and adaptation by Kimley-Horn and Associates, Inc.



NMM ESCONDIDO STARBUCKS ESCONDIDO, CA

DVS
DRAWN BY: AB
CHECKED BY: AB
RECOMMENDED

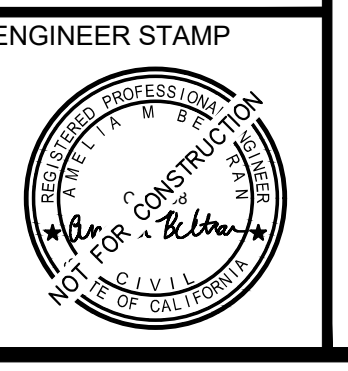
Kimley-Horn

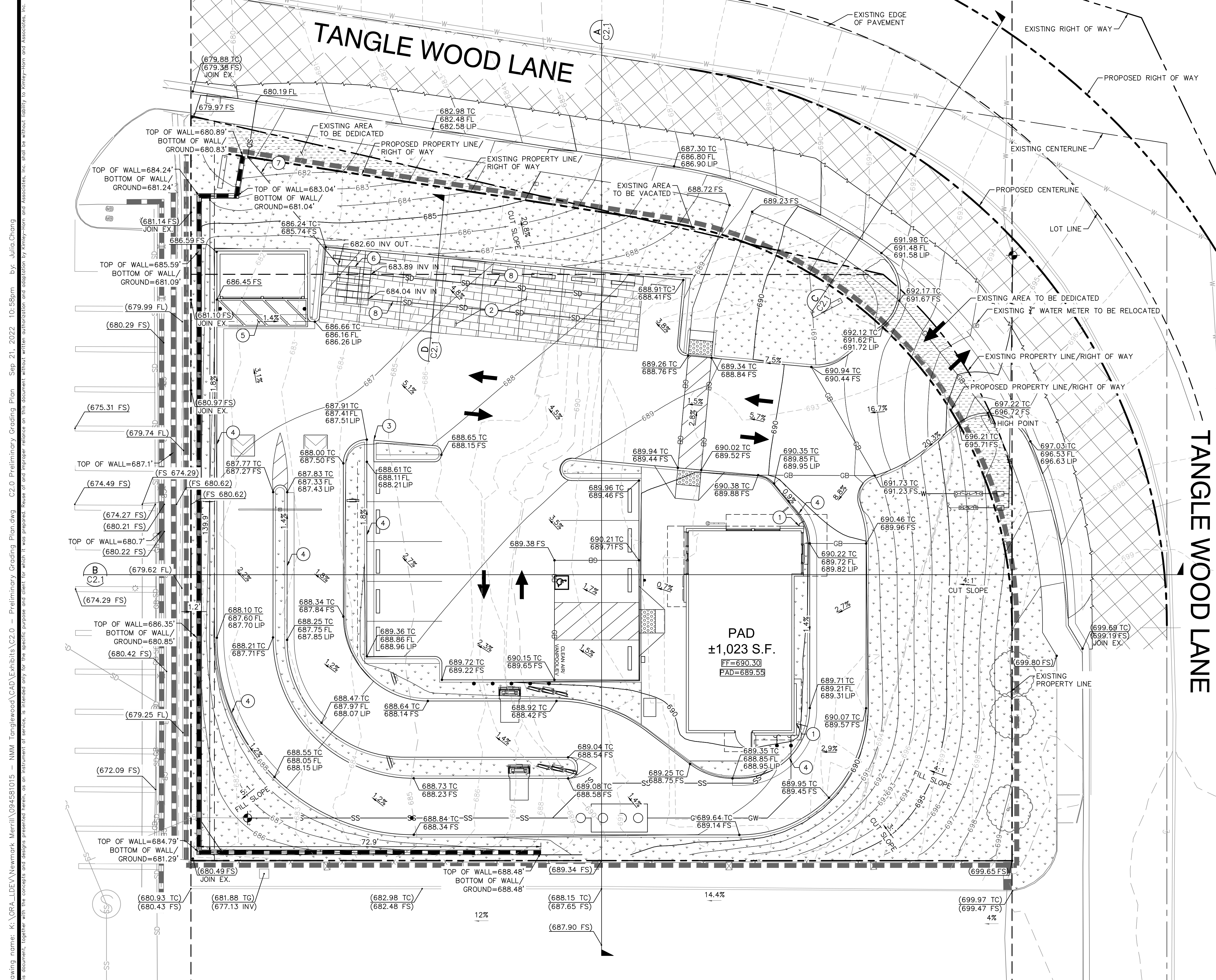
1100 W TOWN AND COUNTRY ROAD, SUITE 700
ORANGE, CA 92668
PH: (714) 939-1030

PREPARED UNDER THE DIRECT SUPERVISION OF:
DATE: 09/30/2023
EXP: 09/30/2023

| NO. | DESCRIPTION | CITY | DATE | VID | DATE |
|-----|-------------|------|------|-----|------|
| | | | | | |
| | | | | | |
| | | | | | |

AMELIA BELTRAN 87468 09/30/2023 9/21/2022
ENGINEER OF WORK RCE EXP. LIC. DATE DATE





LEGEND

- EXISTING CENTER LINE
- PROPOSED CENTER LINE
- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- LOT LINE
- SETBACK LINE
- APPROXIMATE LIMIT OF WORK LINE
- PROPOSED RIDGE LINE
- PROPOSED GRADE BREAK LINE
- PROPOSED SPOT ELEVATION
- EXISTING SPOT ELEVATION
- PROPOSED FLOW LINE
- EXISTING STORM DRAIN LINE
- PROPOSED STORM DRAIN LINE
- REMOVE AND REPLACE PAVEMENT MINIMUM 2 INCHES TO CENTERLINE
- DEDICATION/VACATION AREA

- ### GRADING AND DRAINAGE NOTES
- 1 ROOF DOWNSPOUTS. CONNECT TO 4" SDR-35 PVC STORM DRAIN PIPE AND DRAIN THRU CURB FACE.
 - 2 PROPOSED PERMEABLE PAVERS PER SECTION D, SHEET C2.1.
 - 3 PROPOSED 1.5" CURB CUT.
 - 4 CONCRETE CURB AND GUTTER.
 - 5 CONCRETE VALLEY GUTTER.
 - 6 R-TANKHD SYSTEM.
 - 7 4" SDR-26 PVC STORM DRAIN PIPE. DRAIN THRU CURB FACE.
 - 8 4" PERFORATED PIPE.

ESTIMATED EARTHWORK QUANTITIES

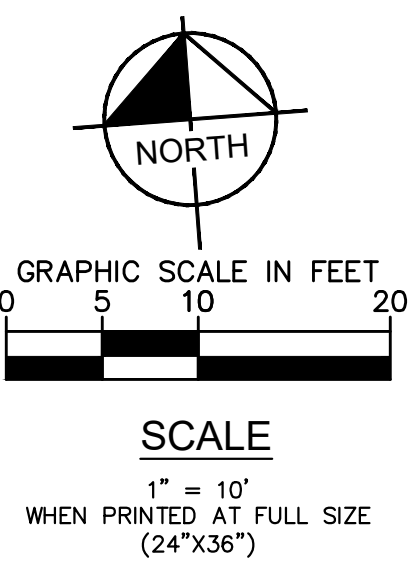
CUT: 1,123 CY
 FILL: 1,188 CY
 NET: 65 CY (IMPORT)

NOTE: THE ABOVE QUANTITIES ARE APPROXIMATE IN PLACE VOLUMES CALCULATED FROM THE EXISTING GROUND TO THE PROPOSED FINISHED GRADE. EXISTING GROUND IS DEFINED BY THE CONTOURS AND SPOT GRADES ON THE BASE SURVEY. PROPOSED FINISHED GRADE IS DEFINED AS THE FINAL GRADE AS INDICATED ON THE GRADING PLAN(S).

THE EARTHWORK QUANTITIES ABOVE ARE FOR PERMIT PURPOSES ONLY. THEY HAVE NOT BEEN FACTORED TO ACCOUNT FOR CHANGES IN VOLUME DUE TO BULKING, CLEARING AND GRUBBING, SHRINKAGE, OVER- EXCAVATION AND RE-COMPACTION, AND CONSTRUCTION METHODS. NOR DO THEY ACCOUNT FOR THE THICKNESS OF PAVEMENT SECTIONS, FOOTINGS, SLABS, REUSE OF PULVERIZED MATERIALS THAT WILL UNDERLIE NEW PAVEMENTS, ETC. THE CONTRACTOR SHALL RELY ON THEIR OWN EARTHWORK ESTIMATES FOR BIDDING PURPOSES.

PROJECT INFORMATION

SITE AREA = 23,082 S.F. = 0.53 AC



STORMWATER
 INSPECTION PRIORITY: _____ WDDID NO. _____

CITY of ESCONDIDO

PRELIMINARY GRADING PLAN

ADDRESS: 1525 TANGLEWOOD LN, ESCONDIDO, CA 92029

APPROVED _____

FOR CITY ENGINEER RCE EXP. LIC. DATE DATE SHEET C2.0

BENCH MARK: _____

Drawing name: K:\GRA_LDEV\Newmark_Merrill\094581015 - NMM Tanglewood\CAD\Exhibit\C2.0 - Preliminary Grading Plan.dwg Sep 21, 2022 10:58pm by: Julia Chang
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of any information contained herein without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

NMM ESCONDIDO STARBUCKS ESCONDIDO, CA

DVS
 DRAWN BY: AB
 CHECKED BY: AB
 RECOMMENDED: _____

Kimley»Horn

1100 W TOWN AND COUNTRY ROAD, SUITE 700
 ORANGE, CA 92668
 PH: (714) 939-1030

PREPARED UNDER THE DIRECT SUPERVISION OF:
 DATE: 09/30/2023
 AMELIA BELTRAN, R.C.E. NO. 87468

| NO. | DESCRIPTION | CITY | DATE | VID | DATE |
|-----|-------------|------|------|-----|------|
| | | | | | |

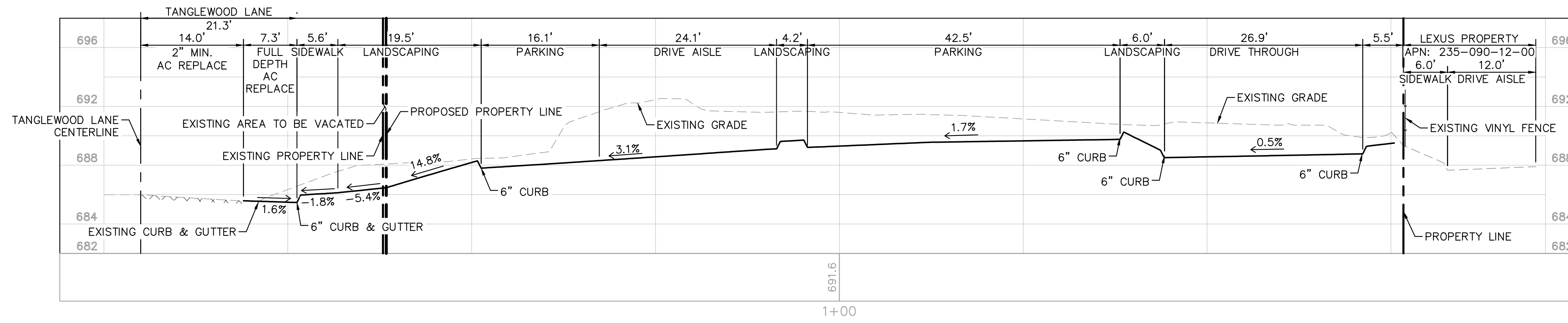
AMELIA BELTRAN 87468 09/30/2023 9/21/2022
 ENGINEER OF WORK RCE EXP. LIC. DATE DATE

ENGINEER STAMP

APPROVED CHANGES

NO. DESCRIPTION CITY DATE VID DATE

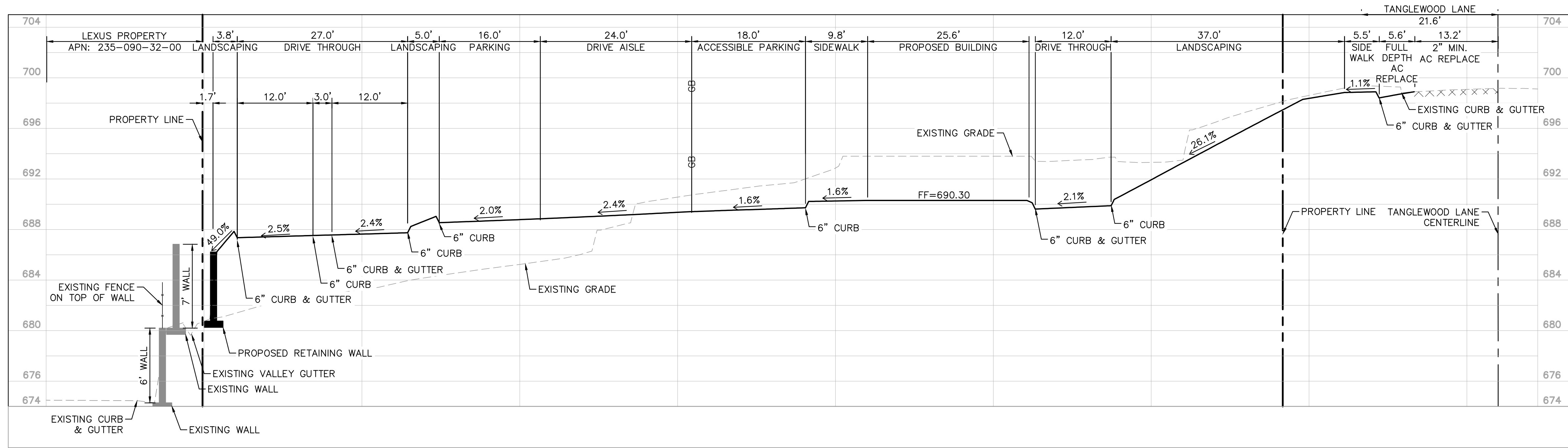
Drawing name: K:\GRA_LDEV\Newmark_Merrill\094581015 - NMM Tanglewood\CAD\Exhibit\C2.0 - Preliminary Grading Plan.dwg C2.1 Preliminary Grading Sections Sep 21, 2022 11:03pm by: Julia Chang
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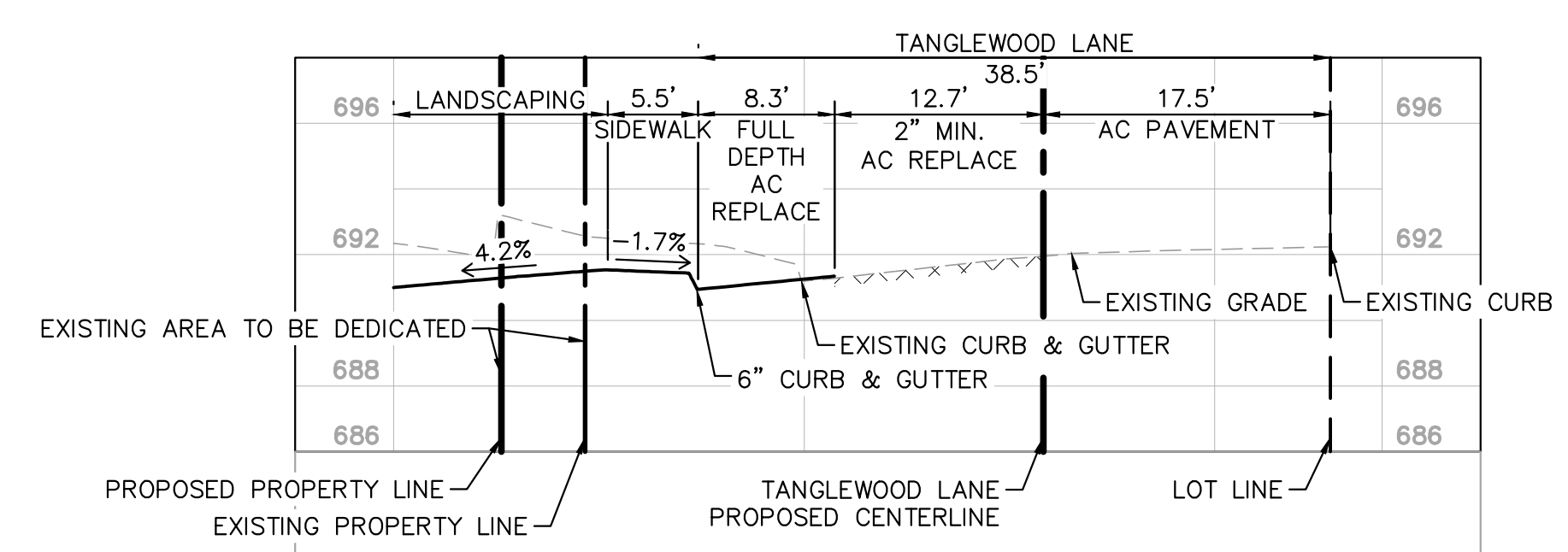
SECTION A
HORIZONTAL SCALE: 1" = 10' WHEN PRINTED AT FULL SIZE (24" X 36")
VERTICAL SCALE: 1" = 2' WHEN PRINTED AT FULL SIZE (24" X 36")

LEGEND

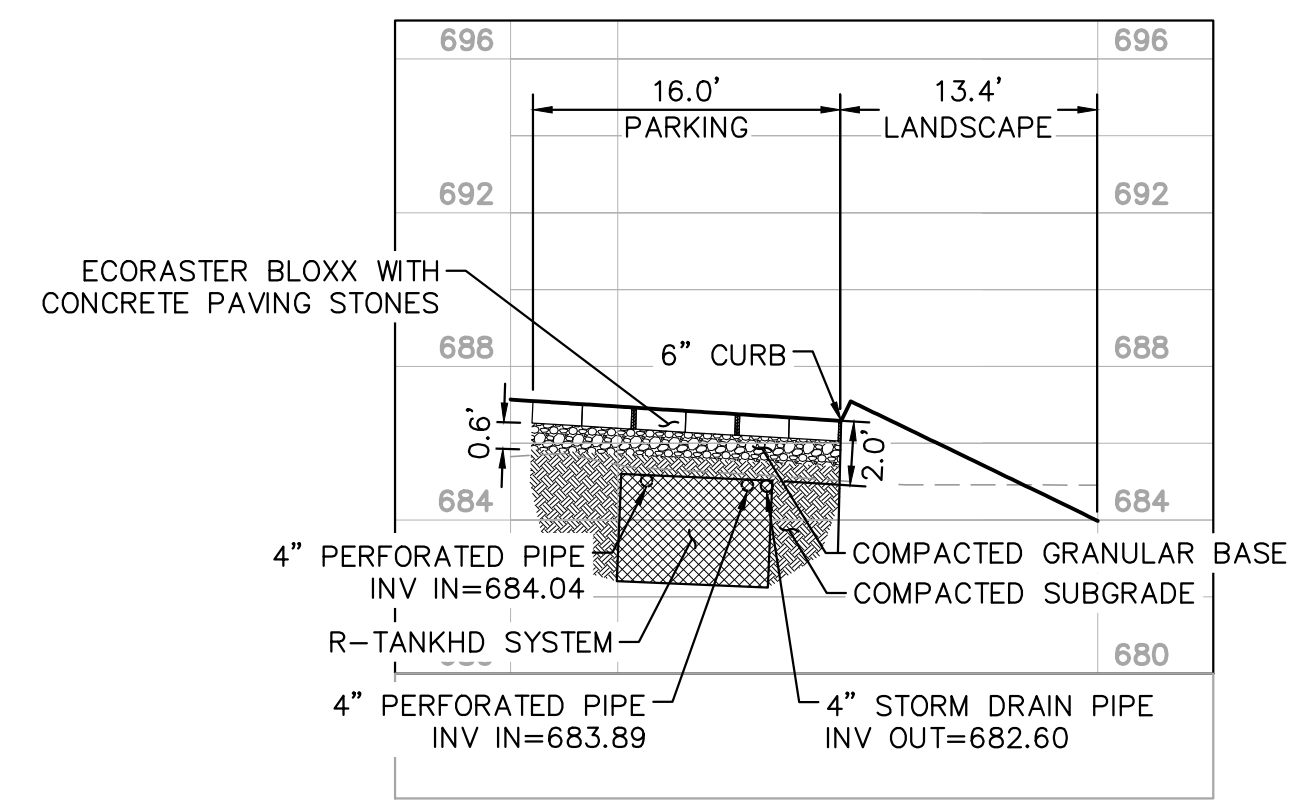
- GB — PROPOSED GRADE BREAK LINE
- [Hatched Box] REMOVE AND REPLACE PAVEMENT MINIMUM 2 INCHES



SECTION B
HORIZONTAL SCALE: 1" = 10' WHEN PRINTED AT FULL SIZE (24" X 36")
VERTICAL SCALE: 1" = 2' WHEN PRINTED AT FULL SIZE (24" X 36")



SECTION C
HORIZONTAL SCALE: 1" = 10' WHEN PRINTED AT FULL SIZE (24" X 36")
VERTICAL SCALE: 1" = 2' WHEN PRINTED AT FULL SIZE (24" X 36")



SECTION D - PERMEABLE PAVERS
HORIZONTAL SCALE: 1" = 10' WHEN PRINTED AT FULL SIZE (24" X 36")
VERTICAL SCALE: 1" = 2' WHEN PRINTED AT FULL SIZE (24" X 36")

SITE DEVELOPMENT PLAN EXPIRES:
THIS PLAN IS VALID FOR 2 YEARS FROM APPROVAL
STORMWATER
INSPECTION PRIORITY: _____ WDDID NO. _____

CITY of ESCONDIDO

PRELIMINARY GRADING SECTIONS

ADDRESS: 1525 TANGLEWOOD LN, ESCONDIDO, CA 92029

APPROVED _____

FOR CITY ENGINEER RCE EXP. LIC. DATE DATE SHEET C2.1

BENCH MARK: _____



NMM ESCONDIDO STARBUCKS ESCONDIDO, CA

DVS
DRAWN BY AB
CHECKED BY AB
RECOMMENDED

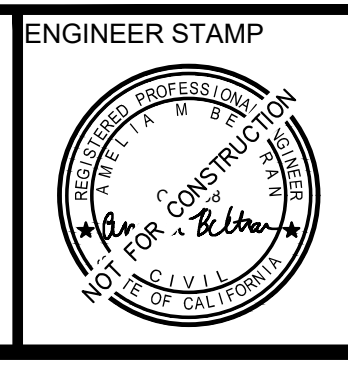
Kimley»Horn

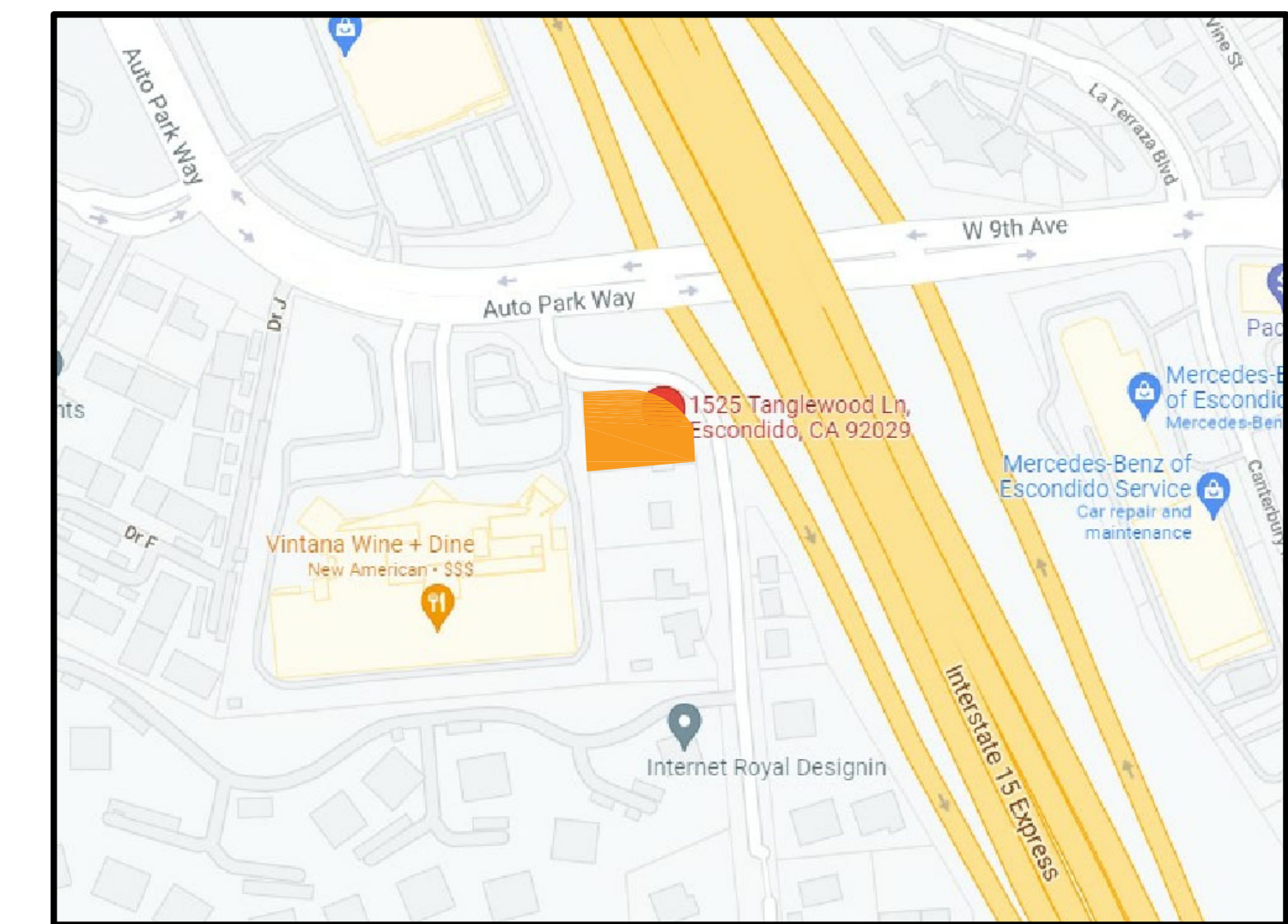
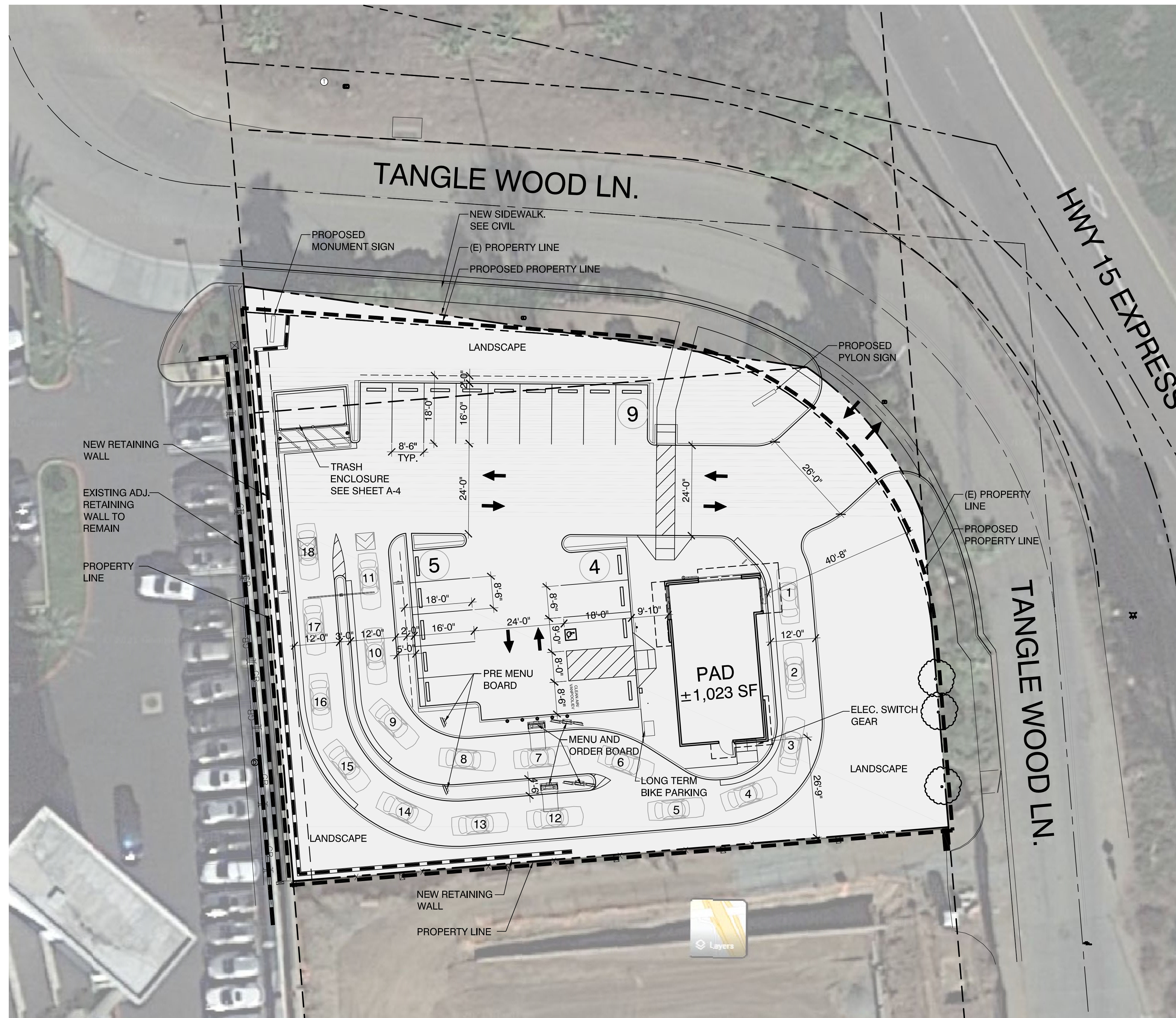
1100 W TOWN AND COUNTRY ROAD, SUITE 700
ORANGE, CA 92668
PH: (714) 939-1030

PREPARED UNDER THE DIRECT SUPERVISION OF:
AMELIA BELTRAN, R.C.E. NO. 87468
DATE: 09/30/2023

| NO. | DESCRIPTION | CITY | DATE | VID | DATE |
|-----|-------------|------|------|-----|------|
| | | | | | |
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AMELIA BELTRAN 87468 09/30/2023 9/21/2022
ENGINEER OF WORK RCE EXP. LIC. DATE DATE





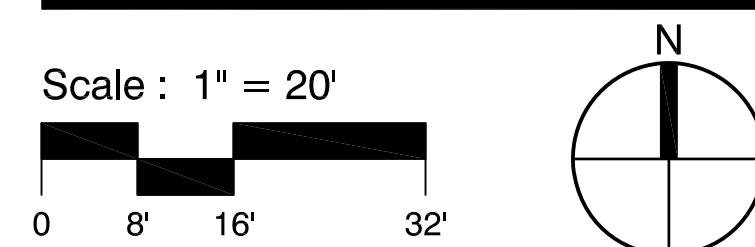
LOCATION PLAN 

SITE SUMMARY

| | | |
|--------------------------|-------------|-----------------|
| LAND: | +/- 1.66 AC | +/- 23,910 S.F. |
| TOTAL BLDG. AREA | | ± 1,023 SF |
| LAND TO BLDG. RATIO | | 22.37 /1 |
| BUILDING COVERAGE | | 4.27 % |
| BUILDING AREA | | |
| PAD BUILDING | | +/- 1,023 S.F. |
| TOTAL BUILDING AREA: | | +/- 1,023 S.F. |
| PARKING REQUIRED: | | |
| PAD BLDG. ±1,023 SF | | 20 STALLS |
| PARKING PROVIDED : | | 18 STALLS |
| PARKING RATIO : | | 19.33 /1000 |

1525 TANGLE WOOD LANE. ESCONDIDO, CA

PRELIMINARY SITE PLAN



DATE: 09.23.2022
MCG JOB #: 21.629.01

| DATE | REVISIONS |
|------|-----------|
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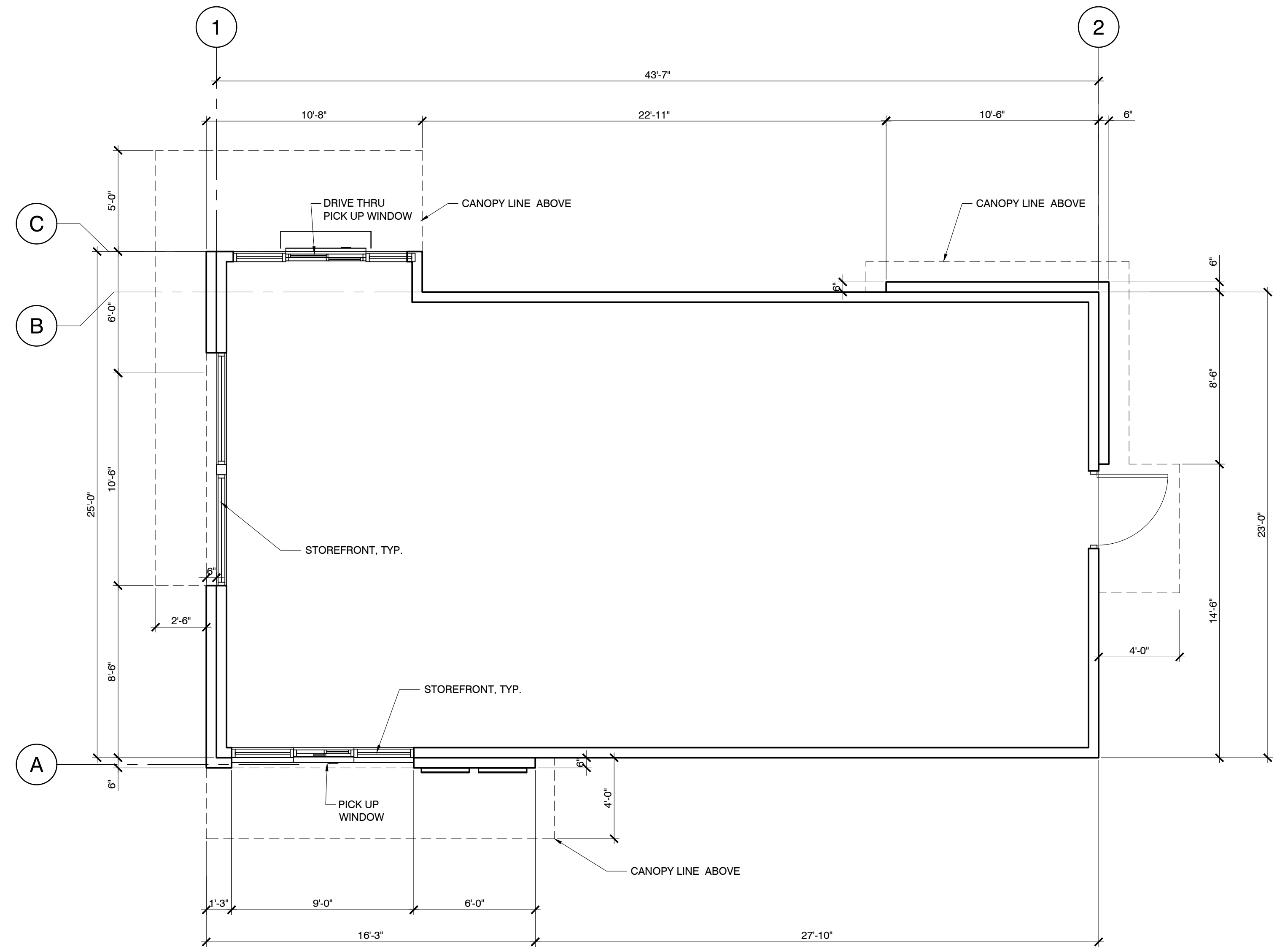
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SHEET A-1

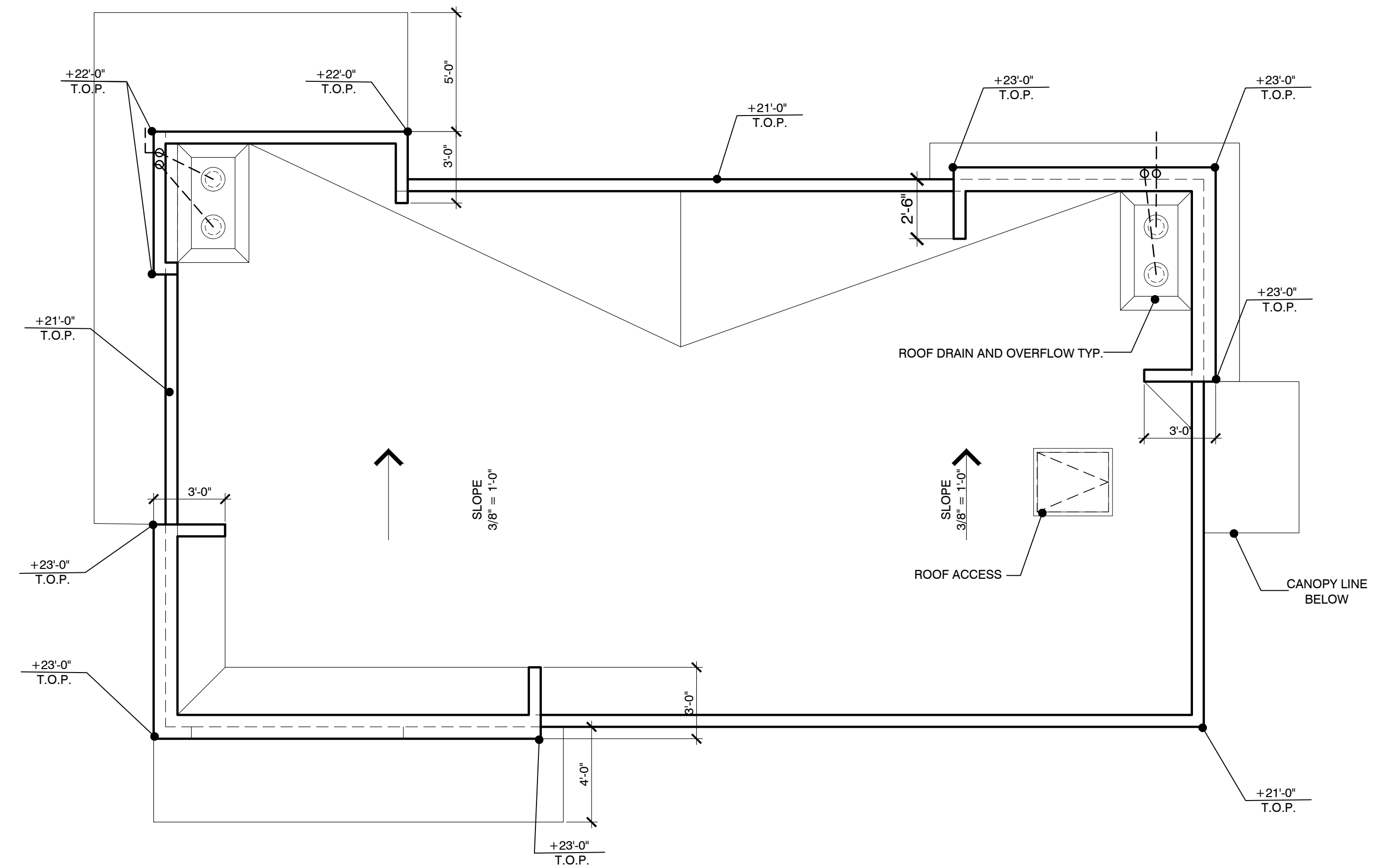
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SHELL FLOOR PLAN



ROOF PLAN

1525 TANGLE WOOD LANE. ESCONDIDO, CA

CONCEPTUAL FLOOR & ROOF PLAN
 PAD BUILDING (1,023 SF)

SHEET A-2

DATE: 09.16.2022
 MCG JOB #: 21.629.01

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Scale : 1/4" = 1'-0"



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SW 7757 "HIGH REFLECTIVE WHITE"
 BY: SHERWIN WILLIAMS



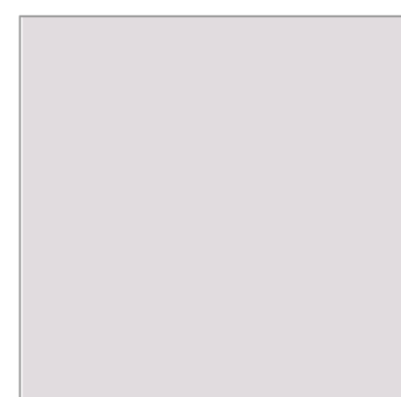
SW 7075 "WEB GRAY"
 BY: SHERWIN WILLIAMS



SW 9154 "PERLE NOIR"
 BY: SHERWIN WILLIAMS



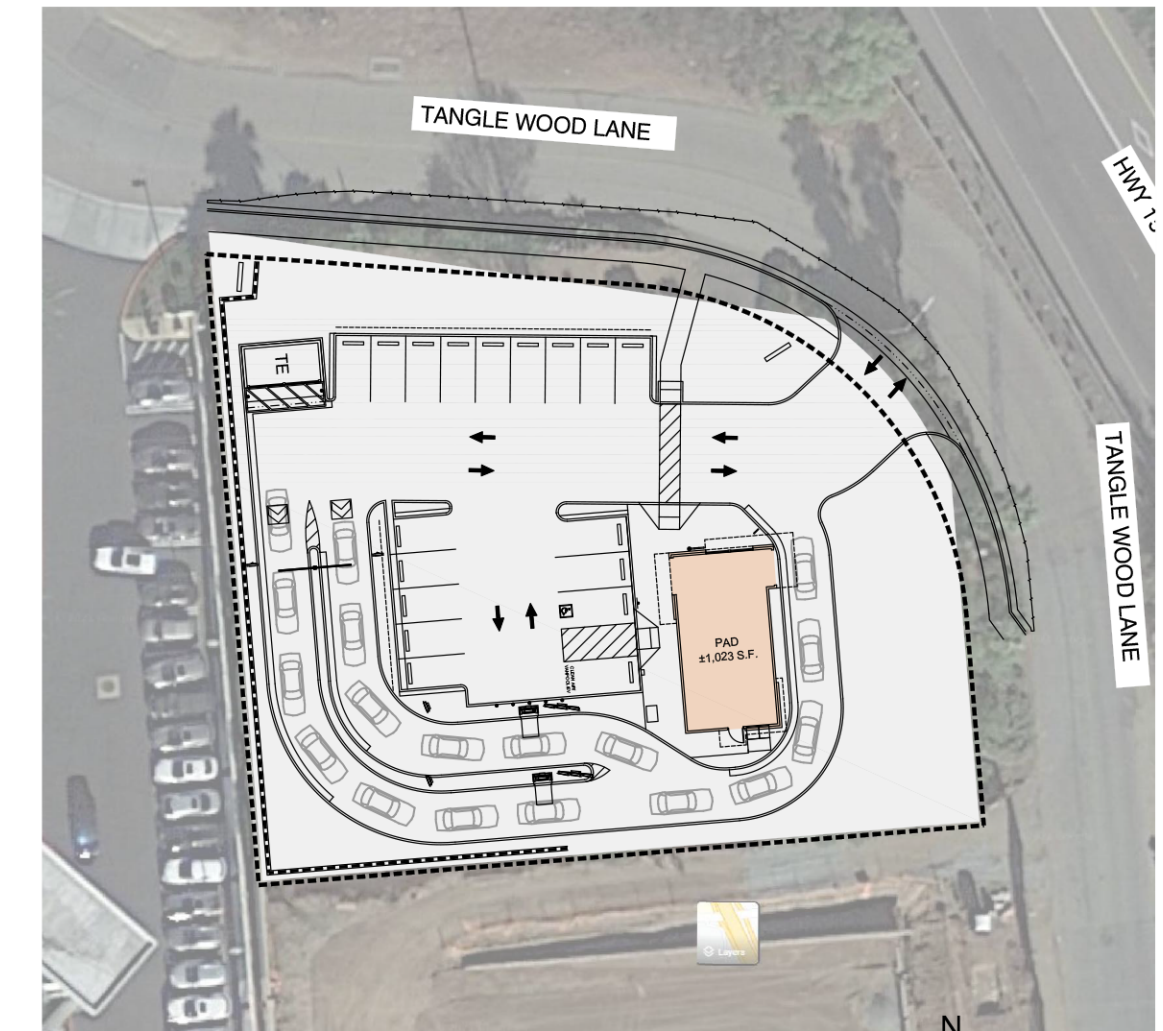
VINTAGE WOOD "CEDAR"
 BY: NICHIIHA



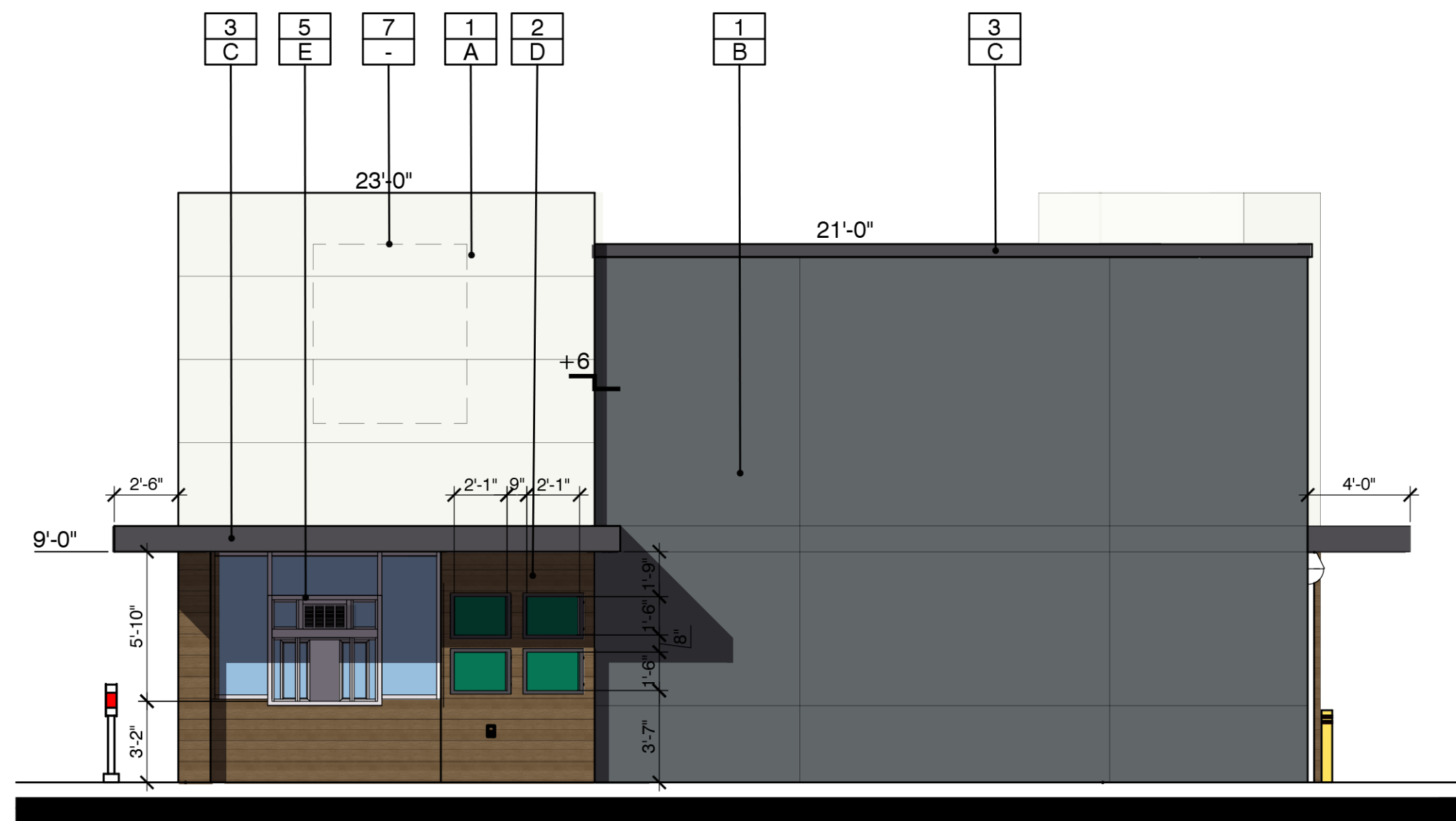
ALUMINUM CLEAR # 14
 BY: KAWNEER



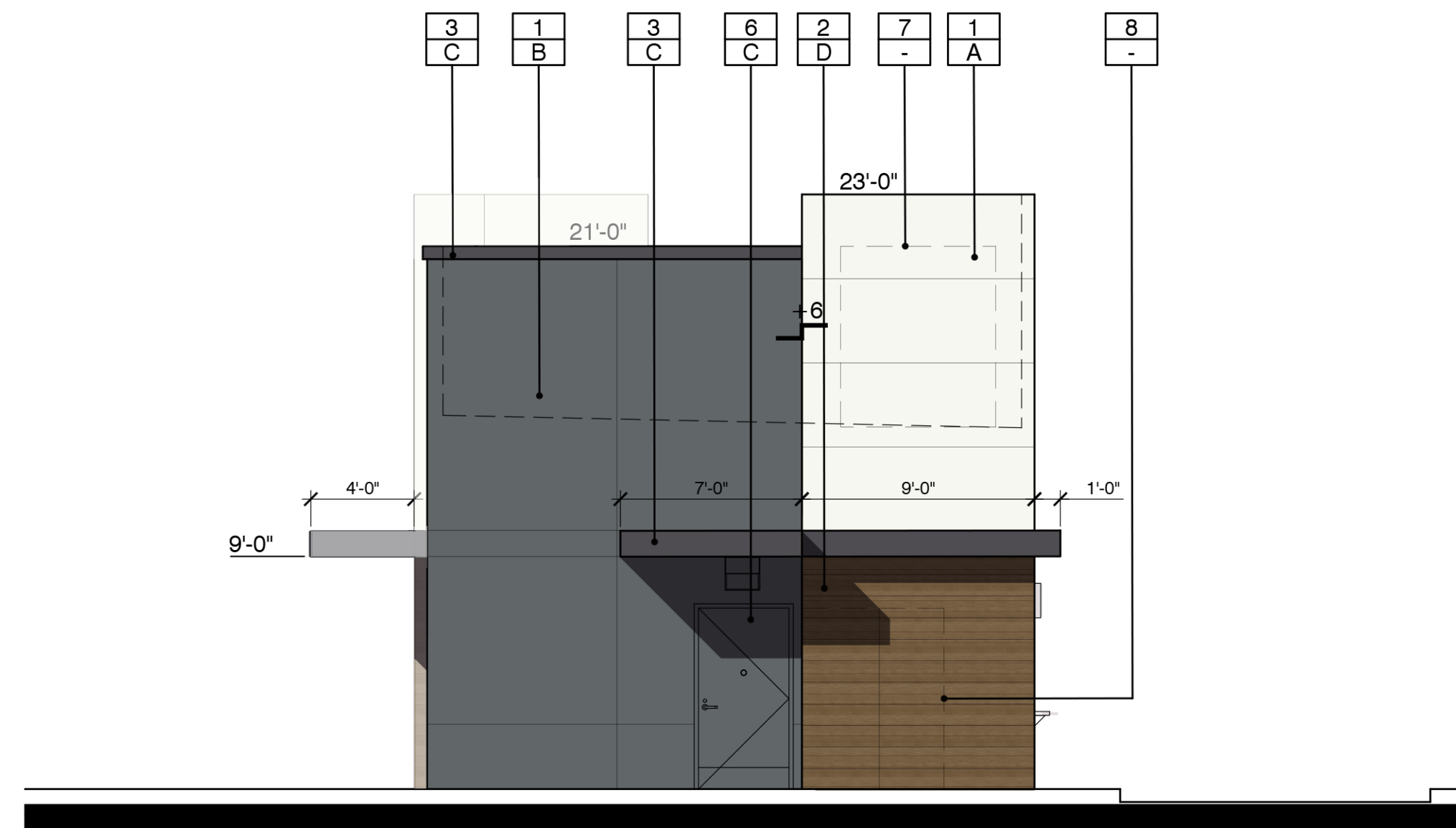
SPLIT-FACE CMU
 COLOR: NATURAL GRAY
 BY: ANGELUS BLOCK



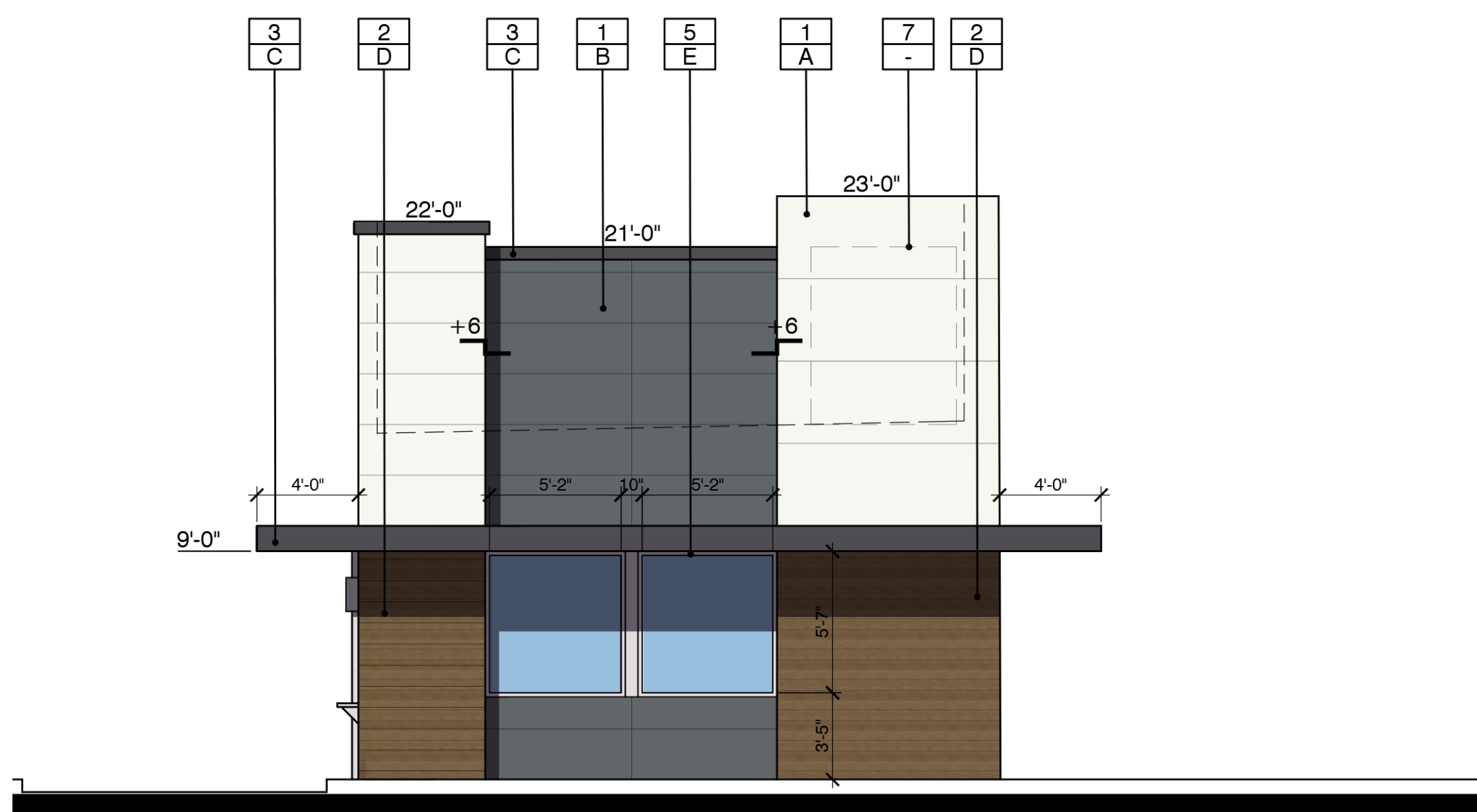
KEY PLAN



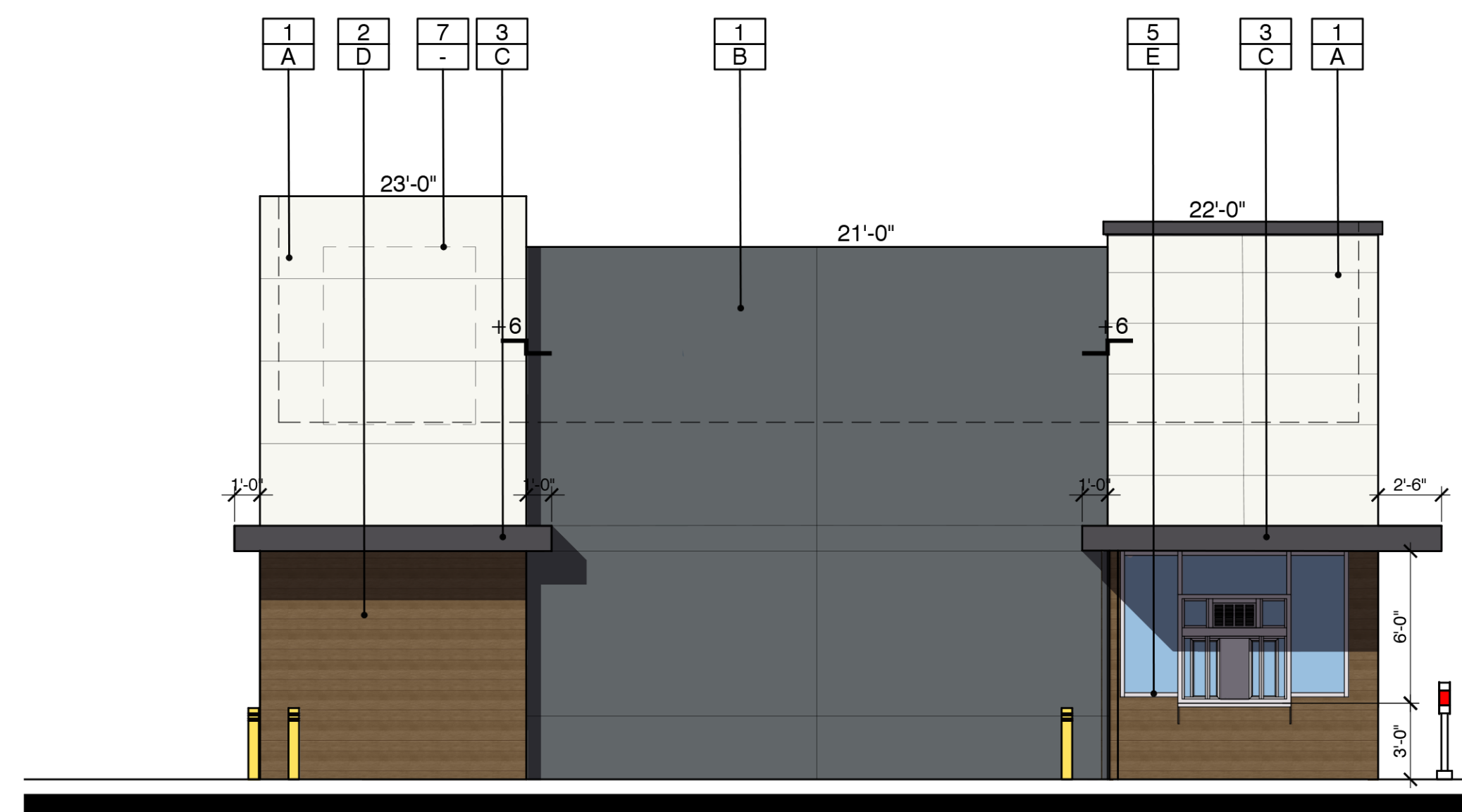
WEST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION



EAST ELEVATION

FINISHES:

- 1 - EXTERIOR CEMENT PLASTER FINISH
- 2 - COMPOSITE WOOD SIDING
- 3 - METAL CANOPY/COPING
- 4 - BRAKE METAL
- 5 - ALUMINUM STOREFRONT
- 6 - METAL DOOR
- 7 - SIGNAGE BY OTHERS UNDER A SEPARATE PERMIT
- 8 - ELEC. SWITCH GEAR

COLORS:

- SW 7757 "HIGH REFLECTIVE WHITE" BY: SHERWIN WILLIAMS
- SW 7075 "WEB GRAY" BY: SHERWIN WILLIAMS
- SW 9154 "PERLE NOIR" BY: SHERWIN WILLIAMS
- VINTAGE WOOD "CEDAR" BY: NICHIIHA
- ALUMINUM CLEAR # 14 BY: KAWNEER
- SPLIT-FACE CMU COLOR: NATURAL GRAY BY: ANGELUS BLOCK

1525 TANGLE WOOD LANE.
 ESCONDIDO, CA

EXTERIOR ELEVATION
 PAD BUILDING

DATE: 09.19.2022
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Scale : 3/16" = 1'-0"



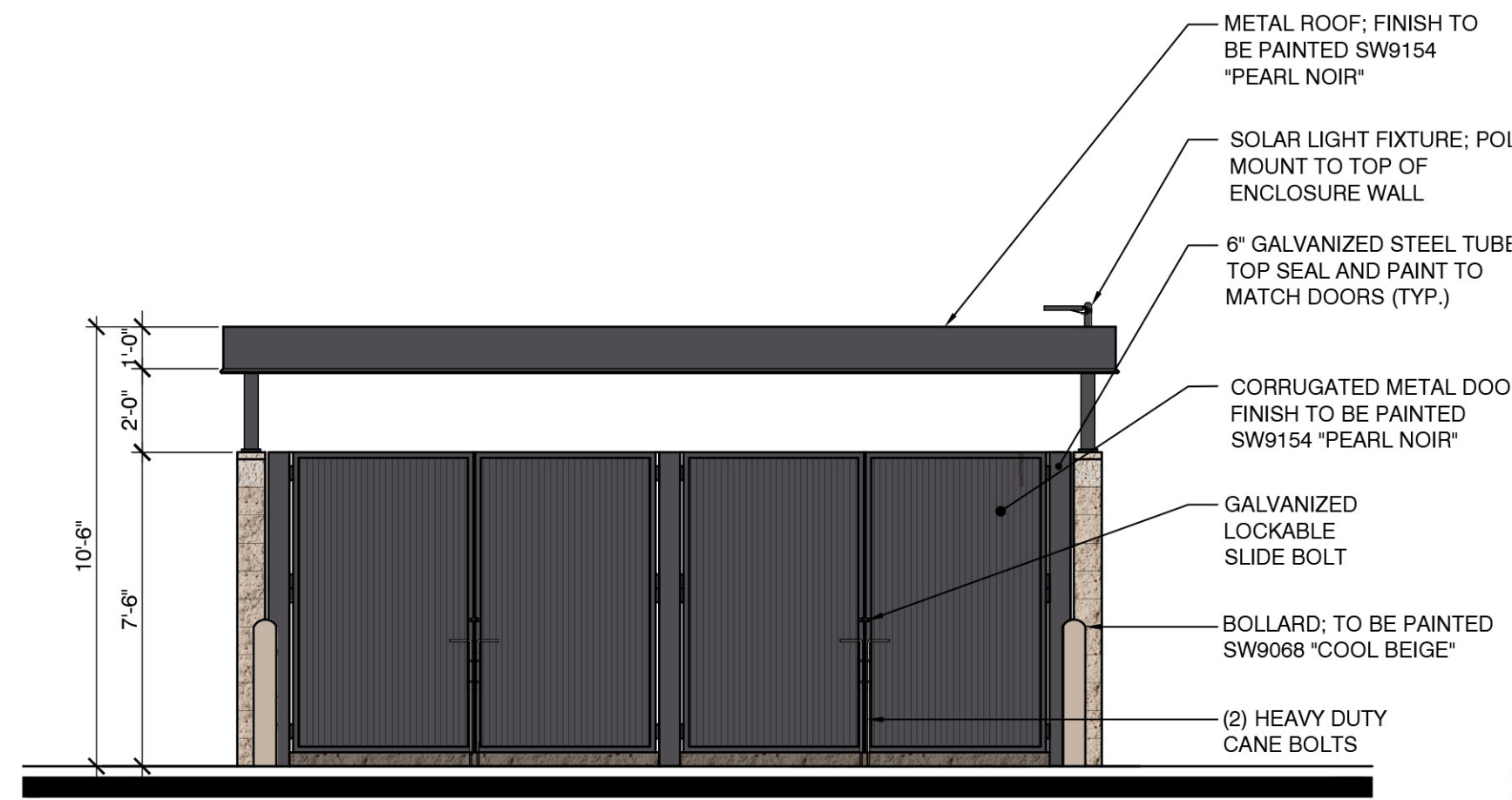
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SHEET A-3

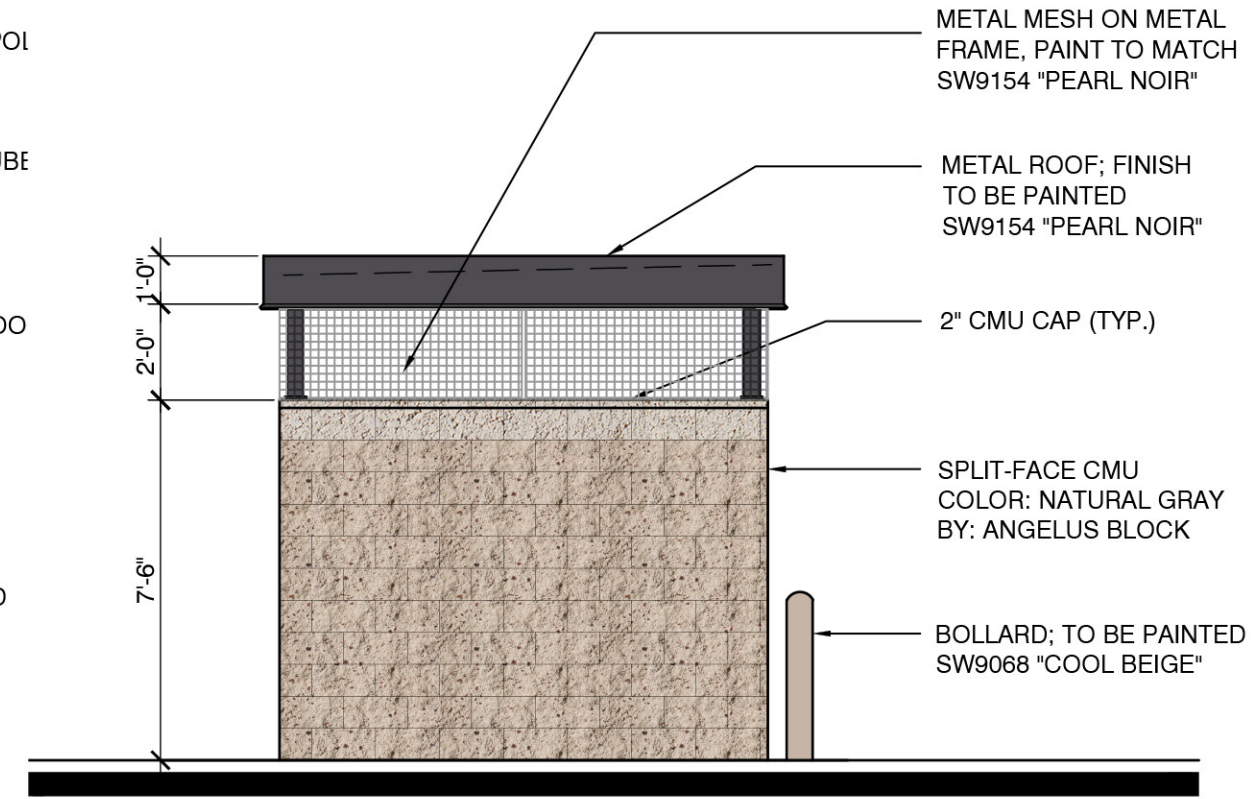
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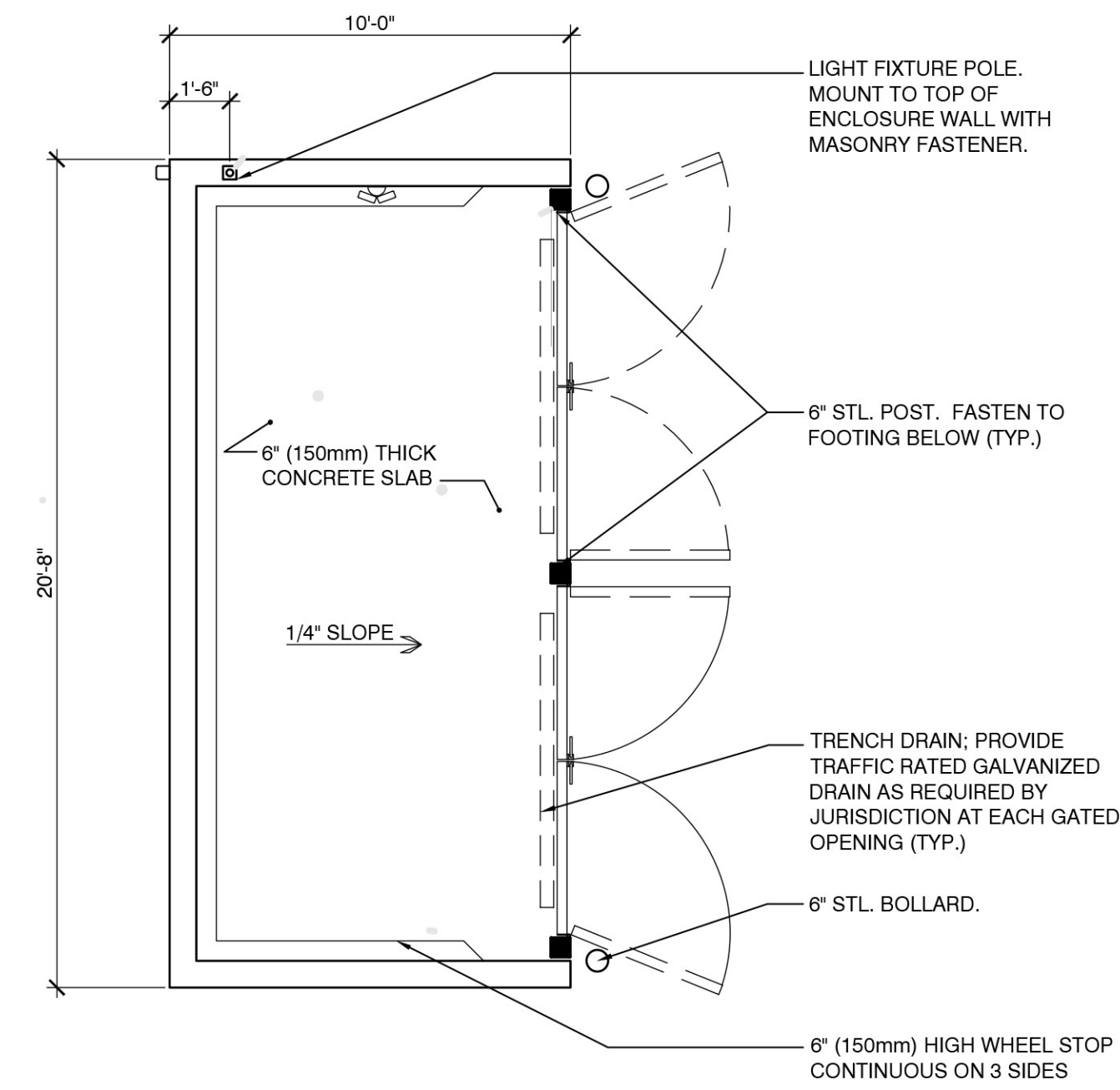
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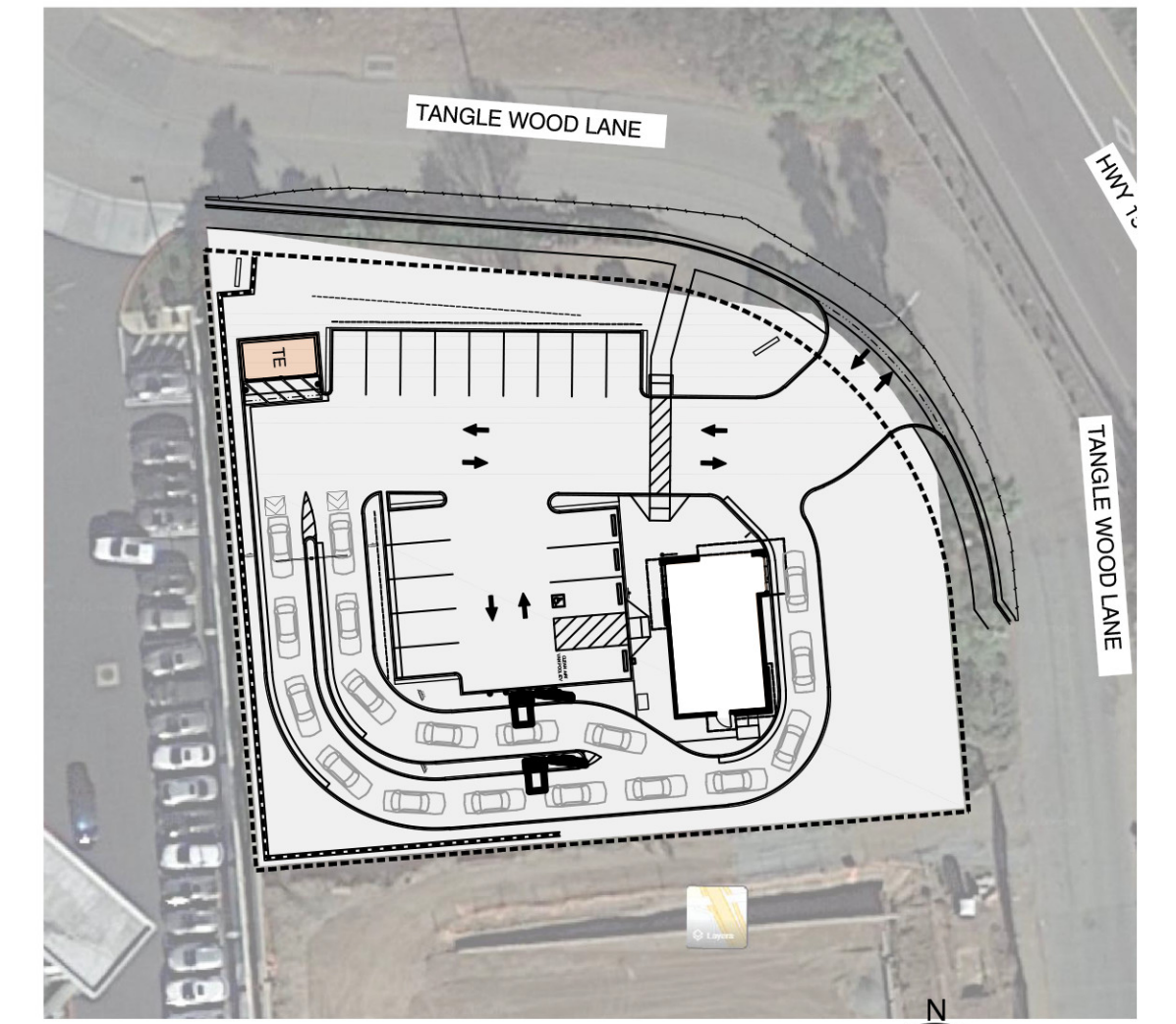
SOUTH ELEVATION



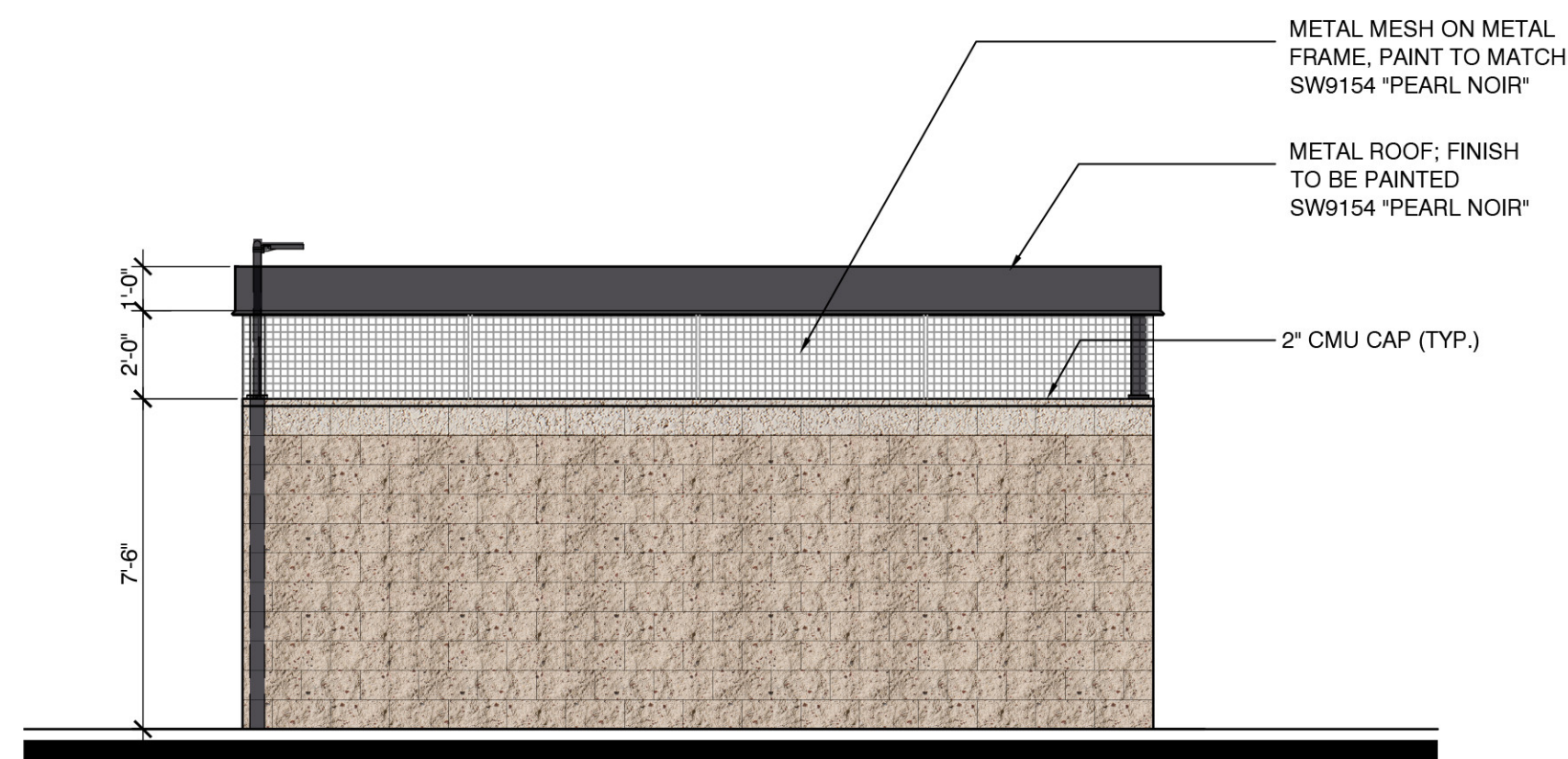
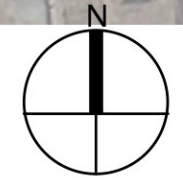
WEST ELEVATION



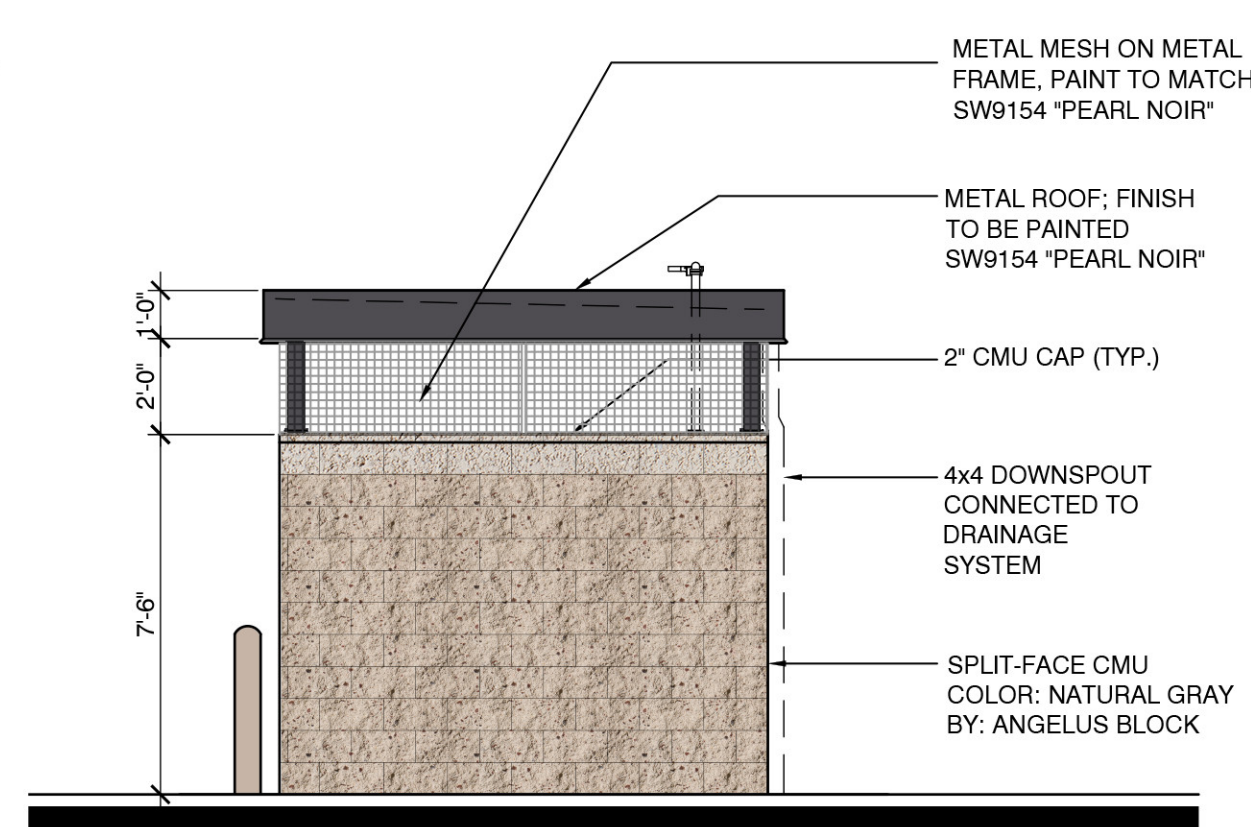
FLOOR PLAN



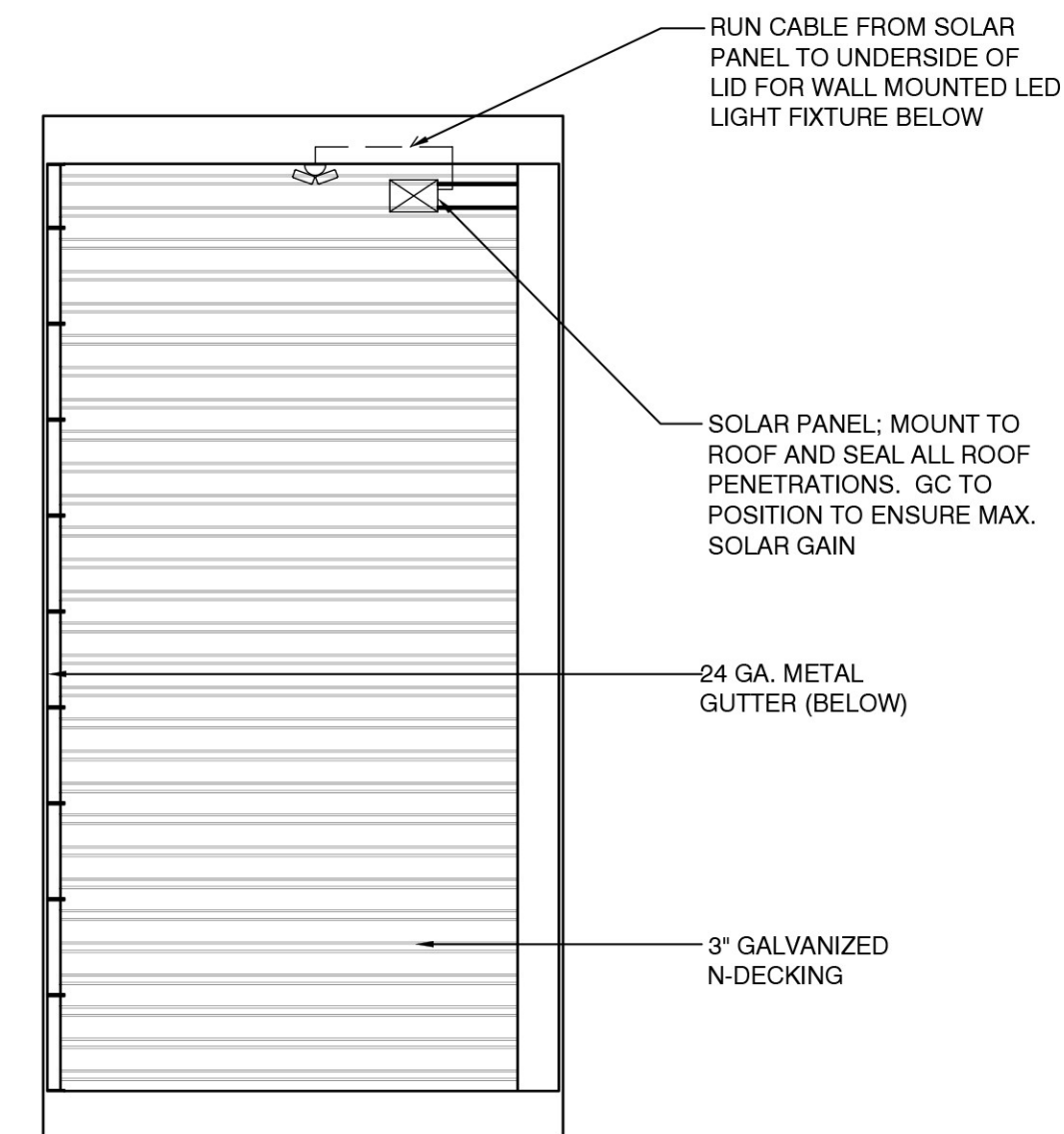
KEY PLAN



NORTH ELEVATION



EAST ELEVATION



ROOF PLAN

CMU BLOCK CUT SHEET

1525 TANGLE WOOD LANE.
ESCONDIDO, CA

SHEET A-4

DATE: 08.18.2022
MCG JOB #: 21.629.01

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Scale : 1/4" = 1'-0"



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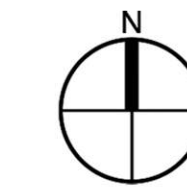
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KEY PLAN
 N.T.S.



1525 TANGLE WOOD LANE. ESCONDIDO, CA

EXISTING SITE PHOTOS

SHEET A-5

DATE: 08.12.2022
 MCG JOB #: 21.629.01

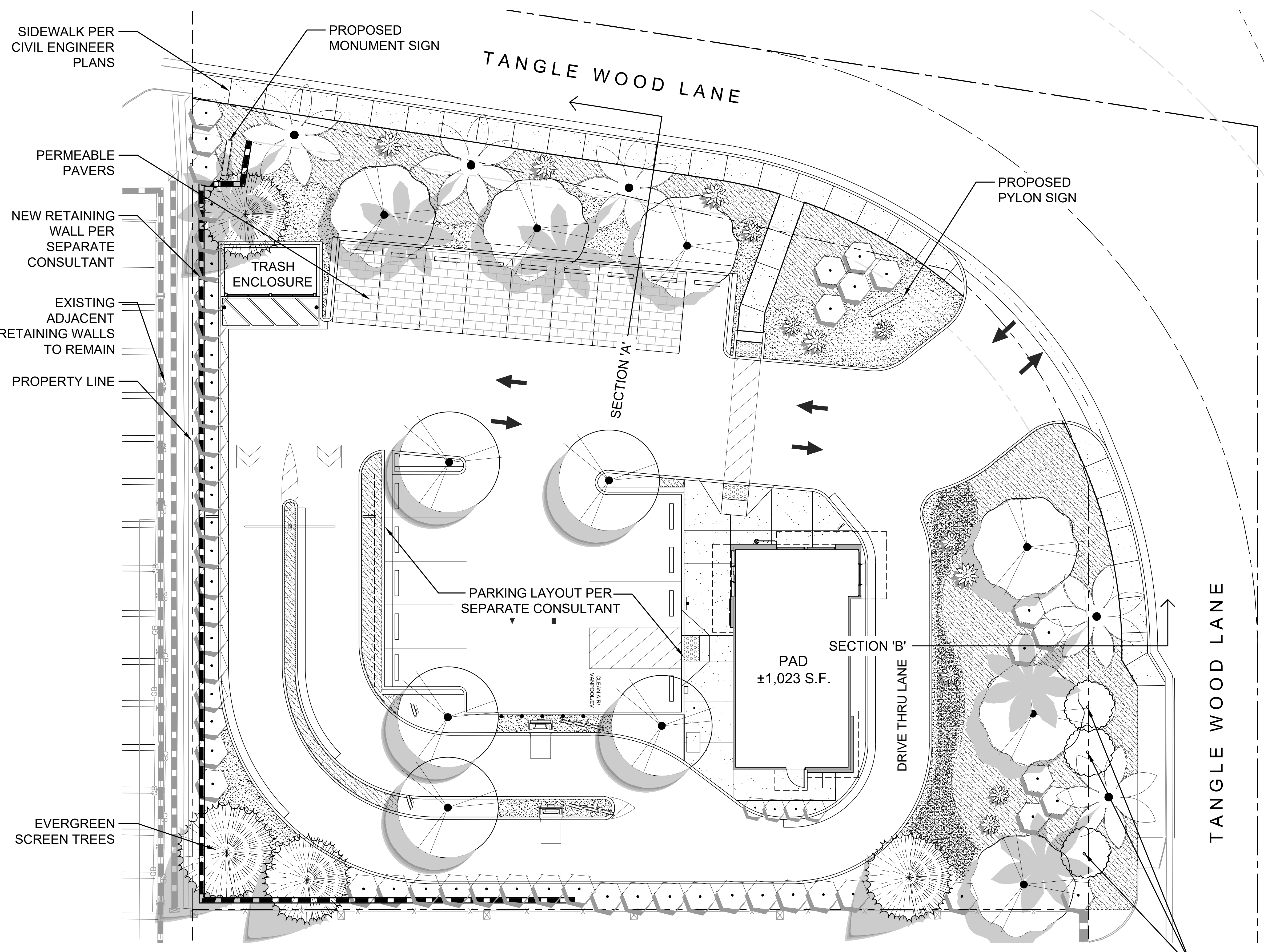
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CONCEPT PLANT SCHEDULE

| | | | |
|--|---|----------|--|
| | FRONTAGE TREES Cercidium x 'Desert Museum' / Desert Museum Palo Verde | 6 | 15 Gal., L |
| | PALM TREES Washingtonia x filibusta / Hybrid Fan Palm | 5 | 10' BTH, L |
| | EVERGREEN SCREEN TREE Magnolia grandiflora 'Little Gem' / Little Gem Dwarf Southern Magnolia Pinus canariensis / Canary Island Pine | 4 | 24" Box, M 24" Box, M |
| | PARKING LOT TREES Geijera parviflora / Australian Willow Rhus lancea / African Sumac | 5 | 15 Gal., M 15 Gal., M |
| | HEDGE SCREEN Heteromeles arbutifolia 'Davis Gold' / Davis Gold Toyon Prunus caroliniana 'Monus' / Bright 'N Tight Carolina Laurel Cherry Westringia fruticosa 'Wynabbie Gem' / Wynabbie Gem Coast Rosemary | 56 | 15 Gal., L 15 Gal., L 15 Gal., L |
| | ACCENT Agave attenuata 'Huntington Blue' / Huntington Blue Foxtail Agave Agave x 'Blue Glow' / Blue Glow Agave Dasylirion wheeleri / Grey Desert Spoon Furcraea foetida 'Mediopia' / Mauritius Hemp | 11 | 5 Gal., L 5 Gal., L 5 Gal., L 5 Gal., L |
| | SHRUBS Baccharis pilularis pilularis / Coast Coyote Brush Callistemon viminalis 'Little John' / Little John Weeping Bottlebrush Echium candicans / Pride Of Madeira Hesperaloe parviflora 'Yellow Sun' / Yellow Sun Yucca Lantana montevidensis 'Spreading White' / White Trailing Lantana Rosmarinus officinalis 'Huntington Carpet' / Huntington Carpet Rosemary Westringia fruticosa 'Morning Light' / Morning Light Coast Rosemary Westringia fruticosa 'Wynabbie Gem' / Wynabbie Gem Coast Rosemary | 2,359 sf | 1 Gal., L 5 Gal., L 5 Gal., L 1 Gal., L 1 Gal., L 5 Gal., L 1 Gal., L 1 Gal., L |
| | GROUNDCOVERS Carissa macrocarpa 'Green Carpet' / Green Carpet Natal Plum Ceanothus hearstiorum / Hearst Ceanothus Senecio mandraliscae 'Blue Chalk Sticks' / Senecio | 1,683 sf | 5 Gal., M 5 Gal., L 1 Gal., L |

PRELIMINARY WATER USE CALCULATIONS:

M.A.W.A. = 54.2 (0.62) [(0.45 x 9,358)] = 141,510 gal / yr.

E.T.W.U. = (54.2) (0.62) [(0.35 x 9,358)] / 0.81 = 136,583 gal / yr.

IRRIGATION SYSTEM DESIGN STATEMENT:

A PERMANENT AUTOMATIC SUB-SURFACE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED TO IRRIGATE ALL PLANTING AREAS. THE IRRIGATION CONTROLLER(S) SHALL BE EQUIPPED FROM THE MANUFACTURER WITH WEATHER/EVAPOTRANSPIRATION (ET) SENSING CAPABILITIES TO AUTOMATICALLY ADJUST WATERING SCHEDULES AND AMOUNTS. THE DESIGN OF THE IRRIGATION SYSTEM SHALL EMPHASIZE WATER CONSERVATION AND PROVIDE EFFICIENT AND UNIFORM DISTRIBUTION OF IRRIGATION WATER. DRIP AND/OR BUBBLER IRRIGATION, OR OTHER LOW-VOLUME, LOW-PRESSURE MICRO-IRRIGATION- SYSTEM PER CITY OF CHINO HILLS DEVELOPMENT CODE 16 AND ORD. 316 AND SHALL BE INSTALLED IN PLANTER AREAS TO PROVIDE WATER DIRECTLY TO THE ROOT ZONE OF PLANTS.

NOTES:

TREES WITHIN 5 FEET OF HARDSCAPE SHALL BE INSTALLED WITH APPROVED ROOT CONTROL BARRIER (16 FEET LENGTH TOTAL MIN. EACH TREE)

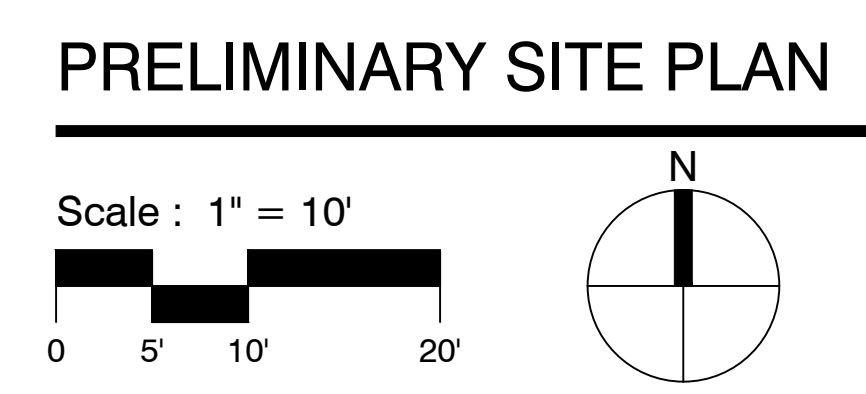
ALL GROUND-MOUNTED ELECTRICAL/MECHANICAL EQUIPMENT SHALL BE EFFECTIVELY SCREENED WITH LANDSCAPING

(3) EXISTING TREES OUTSIDE OF R.O.W. TO REMAIN. PROTECT IN PLACE

**1525 TANGLE WOOD LANE.
 ESCONDIDO, CA**

DATE: 09.23.2022
 MCG JOB #: 21.629.01

| DATE | REVISIONS |
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Wda! Wilson Davis Associates
 Landscape Architecture
 2825 Litchfield Dr.
 Riverside, CA 92503
 Ph.(951) 353-2436

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HEDGE SCREEN SHRUBS:



Westringia fruticosa 'Wynabbie Gem' / Wynabbie Gem Coast Rosema
Prunus caroliniana 'Monus' / Bright 'N Tight Carolina Laurel Cherry
Heteromeles arbutifolia / Davis Gold / Davis Gold Toyon

TREES / PALMS:



Washingtonia x filibusta / Hybrid Fan Palm
Cercidium x 'Desert Museum' / Desert Museum Palo Verde

ACCENT SHRUBS:



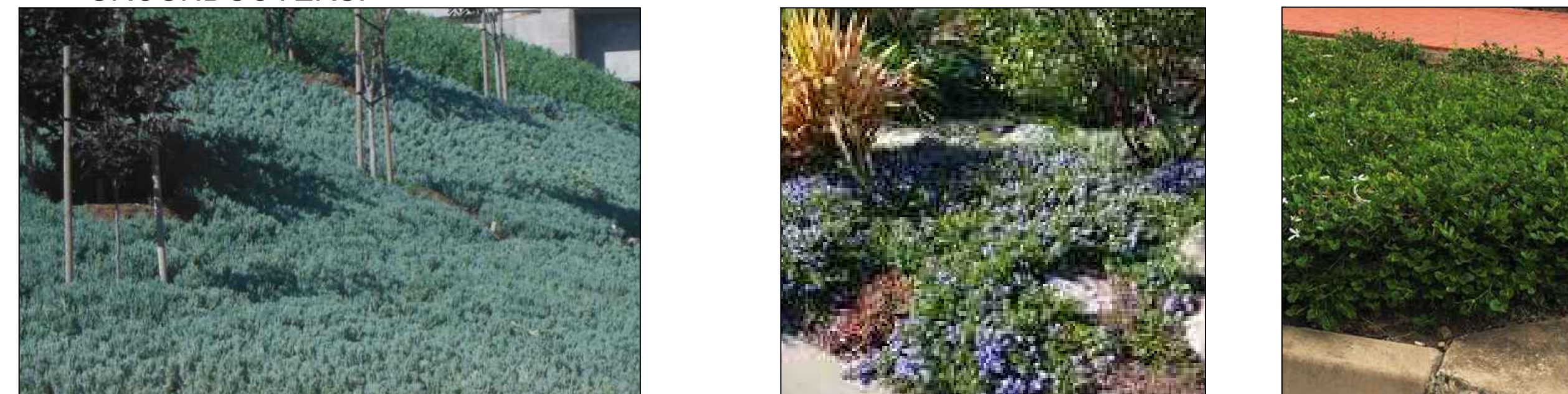
Furcraea foetida 'Mediopicta' / Mauritius Hemp
Dasylirion wheeleri / Grey Desert Spoon
Agave x 'Blue Glow' / Blue Glow Agave

SHRUBS:

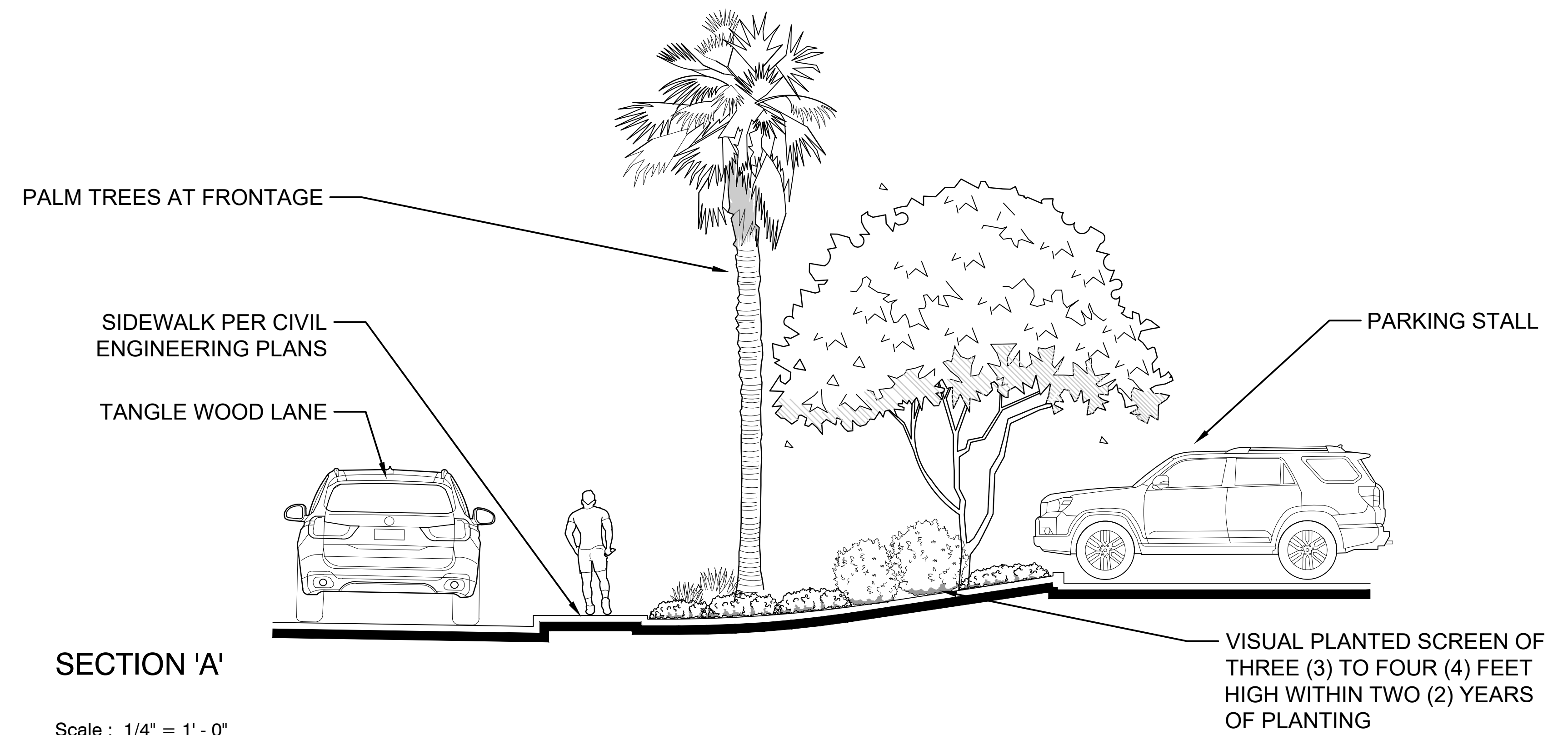


Rosmarinus officinalis 'Huntington Carpet' / Huntington Carpet Rosemary
Lantana montevidensis 'Spreading White' / White Trailing Lantana
Hesperaloe parviflora / Yellow Sun Yucca
Echium candicans / Pride Of Madeira
Callistemon viminalis 'Little John' / Weeping Bottlebrush
Baccharis pilularis pilularis / Coast Coyote Brush

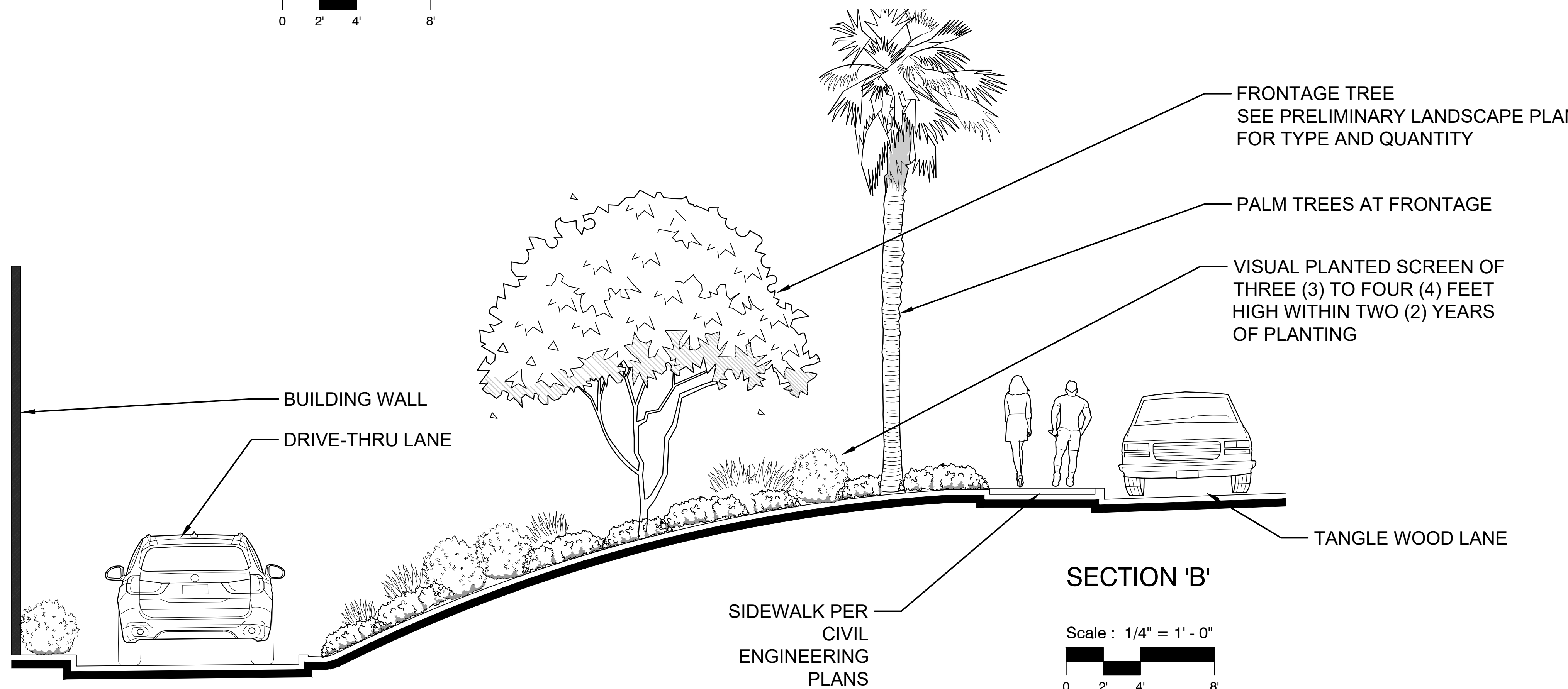
GROUNDCOVERS:



Senecio mandraliscae 'Blue Chalk Sticks' / Senecio
Ceanothus hearstiorum / Hearst Ceanothus
Carissa macrocarpa 'Green Carpet' / Green Carpet Natal Plum



SECTION 'A'
Scale : 1/4" = 1' - 0"
0 2' 4' 8'



SECTION 'B'
Scale : 1/4" = 1' - 0"
0 2' 4' 8'

**1525 TANGLE WOOD LANE.
ESCONDIDO, CA**

DATE: 09.23.2022
MCG JOB #: 21.629.01

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PRELIMINARY ELEVATIONS

Scale : 1/4" = 1' - 0"
0 2' 4' 8'

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TANGLEWOOD STARBUCKS

COMPREHENSIVE SIGN PROGRAM

1525 Tanglewood Ln.
Escondido CA



CITY SUBMITTAL
DATE: 10.24.2022



ARCHITECTURAL DESIGN & SIGNS
1160 RAILROAD STREET, CORONA CA 92882
5470 WYNN ROAD #600, LAS VEGAS NV 89118
WWW.AD-S.COM



Table of Contents

| | |
|--|-------|
| Objective & Overview | 2 |
| Tenant Wall Signs and Wall Sign Styles | 3 |
| Fonts & Logos Colors Lighting | 4 |
| Window Signs | 4 |
| Building Address Numbers Rear Entrance Signs | 5 |
| Drive-Thru Signage | 5 |
| Freeway-Oriented Pylon Sign | 6 |
| Monument Sign | 7 |
| Prohibited Signs | 8 |
| Approval Process | 8 |
| Fabrication Installation Sign Maintenance | 9 |
| Site Plan | 10 |
| Elevations | 11-12 |
| Tenant Sign Details | 13-26 |

PROPERTY OWNER

NewMark Merrill Companies, Inc.
 427 College Blvd, Suite K
 Oceanside, CA 92057
 T: 720-607-3032
 Contact Name: Barret Bradley
 bbradley@newmarkmerrill.com

SIGN DESIGNER

AD/S | Architectural Design & Signs, Inc.
 1160 Railroad St.
 Corona, CA 92882
 www.ad-s.com
 T: 1-800-862-3202 x 129
 Contact Name: Robin Bell
 rbell@ad-s.com

OBJECTIVE

The objective of the following sign criteria is to provide standards and specifications that assure consistent quality, size, variety and placement for the Tenant signs throughout this project. This criteria is also intended to stimulate creative invention and achieve the highest standard of excellence in environmental graphic communication. Such excellence is best achieved through open and frequent dialogue between Tenant, Landlord, and the project's graphic design consultant. Signage at Tanglewood Starbucks is an integral part of the center's image and appeal, so signs must be thoughtfully designed, placed and proportioned to the individual architectural facade on which they are placed. Care in the design and installation of store signs will enhance customer appreciation.

OVERVIEW

The overview of this criteria is to assist the Landlord/Tenant and City relationship.

The Landlord will be responsible to:

- Provide base building design and construction information requested by Tenant's sign design consultant.
- Review, comment and approve Tenant sign submission.

In return, the Tenant will be responsible for:

- Design, fabrication, permitting and installation of signs, including any structural support and electrical service and any special installation requiring addition or modification to the shell building approved by the Landlord.

TENANT WALL SIGNS

- Sign area allowed for Tenant shall be calculated as follows: One and one-half (1.5) square feet of sign area per each linear foot of Tenant's leased storefront. Tenant is allowed one (1) primary sign on each elevation. Maximum sign area per elevation shall not exceed one hundred (100) square feet.
- The maximum width of the Tenant's storefront sign may not exceed 75% of the leased storefront.
- One (1) or two (2) lines of copy permitted and may consist of upper and/or lower case letters.
- In no case may a sign extend beyond the roof parapet or adjacent building eave line.
- Signs are not allowed on or against any roof structures.
- All signs shall be measured for area by drawing a shape (rectangular or other) around each element of the individual sign. For example, measure the area of letters and area of icon and/or logo separately. Ascender and descenders will not be calculated in the overall sign area except capital letters.
- Note: It is specifically noted that the size of all Tenant storefront signs is not regulated by any height limit / maximum. It is governed as stated above, being square feet of allowable area and stretch-out (width) limitations.

CALCULATING SQUARE FOOT:



WALL SIGN STYLES

There are many acceptable sign treatments, however a Mixed Media *three-dimensional approach combining several different fabrication and lighting techniques is preferred. Tenant is strongly encouraged to consider the specific architectural style of their facade, the overall concept of the project, the scale of the proposed sign and the critical viewing angles and sight lines when designing appropriate graphics and signs for the storefront.

Note that specific locations and surrounding architectural treatments can limit the maximum sign height and length, which may differ from the general guidelines proposed above. The Landlord reserves the right to approve or reject any proposed sign on the basis of the size and placement.

* Mixed Media signs are signs employing two or more illumination and fabrication methods.

For example: Halo lit reverse channel letters with exposed neon accents.

Also, although simple rectangular cabinet signs are not allowed, mixed media signs may be composed of elements, one of which may be a panel or cabinet. However, the panel / cabinet sign should not exceed 50% of the total sign area. With the Landlord approval, complex shaped (i.e Polyhedron) sign cabinets which is part of a national logo, may be used alone if they incorporate dimensional elements such as push-through letters.

Acceptable sign styles for wall mounted signs:

1. Standard front-illuminated channel letters
2. Halo-illuminated channel letters, 3" deep, minimum
3. Mixed media / dimensional signs using images, icons, logos, etc.



*SIGNAGE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY

TYPE/FONT STYLES & LOGOS

The use of logos and distinctive type styles is encouraged for all Tenant signs. Sign lettering may be combined with other graphics and / or dimensional elements denoting the type of business. The Tenant may adapt established styles, logos and / or images that are in use on similar buildings operated by the Tenant in California, provided that these images are architecturally compatible and approved by the Landlord. The typeface may be arranged in one (1) or two (2) lines of copy and may consist of upper and/or lower case letters. The Tenant should identify trademark protected type and marks in their sign submission to assist the Landlord in the review process.

COLORS

The following guidelines are for selecting colors of Tenant's signage:

- Signs may incorporate regionally and nationally recognized logo colors
- Sign colors should be selected to provide sufficient contrast against building background colors
- Sign colors should be compatible with and complement building background colors
- Sign colors should provide variety, sophistication and excitement.

LIGHTING

Tenant signs should be creatively illuminated using a variety of lighting techniques. One or more of the following are allowed:

- Light Emitting Diodes (LED's)
- Cove Lighting (Indirect Illumination)
- Incandescent light bulb

If it is determined by Landlord at any time that the primary lighting of Tenant's wall sign is too intense, the Landlord may require at Tenant's expense to install a dimmer switch.

Externally illuminated signs must be lighted by hidden light sources.

WINDOW SIGNS

The Tenant is allowed a limited amount of window signage on their storefront windows.

1. Tenant is allowed signage in the window of their primary storefront. Note: Exposed neon is not permitted in windows.
2. No more than 25% of a window shall be used for the display of window signs.
3. Acceptable window signs include vinyl graphics and internally-illuminated signs. All illuminated window signs shall be placed at least 3'-0" behind the window surface.
4. Alcohol & tobacco advertisements will not be permitted, unless specifically approved by Landlord.
5. All window signs to be installed second-surface.
6. Window sign area shall not be counted toward the Tenant's allowable wall sign area.

NOTE: All of the above requires approval from the Landlord and the content will be at the sole discretion of the Landlord.

It is preferred that County Health Cards are displayed on an interior wall rather than a window, unless required by Health Code.



*SIGNAGE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY

COMPREHENSIVE SIGN PROGRAM | CITY SUBMITTAL | 10.24.22
TANGLEWOOD STARBUCKS | ESCONDIDO, CA

BUILDING ADDRESS NUMBERS

12" tall (minimum) address numbers per building. Address numbers shall be fabricated out of 1/2" deep painted acrylic and pin mounted into fascia. Color to be contrasting to the fascia it is installed on.
 (Note: stroke of number may not be less than 1/2" in accordance to CBC section 501.2)

SPECIFICATIONS:
 - 1/2" THICK PAINTED ACRYLIC NUMBERS.
 (Note; stroke of letter to be no less than 1/2" - CBC section 501.2)
 - PAINT COLOR TO MATCH PROJECT (CONTRASTING TO BUILDING FASCIA COLOR).
 - NUMBERS TO BE STUD MOUNTED TO BUILDING FASCIA.

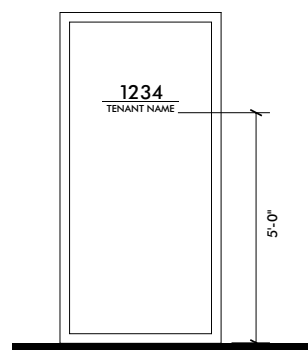


REAR ENTRANCE SIGNS

- 4" High vinyl address numbers
- 2" High vinyl tenant name
- 2 Sq ft maximum sign area

Vinyl to be applied to door and to be contrasting to door color.

SPECIFICATIONS:
 - 4" AND 2" HIGH VINYL NUMBERS/LETTERS ON REAR ENTRY DOOR.
 - COLOR TO BE IN CONTRASTING COLOR TO DOOR.
 - 2 SQ. FT. MAXIMUM SIGN AREA.



TYPICAL REAR ENTRY ELEVATION
 SCALE: 3/8"=1'-0"

DRIVE-THRU SIGNAGE

Tenants featuring a drive-thru service, as approved by the City and the Landlord, shall be allowed signs necessary for the safe use and operation of the drive-thru. These signs shall be designed to easily and safely identify, navigate, and use the drive-thru, while maintaining a clean design which is in keeping with the Tenant's brand.

Two (2) preview menu board and two (2) menu boards are allowed, per the tenant's established standard menu board dimensions, but shall not exceed 6'-0" in height and 40 square feet of area.

Two (2) digital order screen systems are allowed, per the tenant's established standard sign dimensions, but shall not exceed 50 square feet of area.

Two (2) clearance canopy systems are allowed, per the tenant's established standard dimensions. The canopy system may not project more than 4'-0" from the curb.

A maximum of three (3) directional and wayfinding signs identifying the drive-thru and exit located within the center are permitted. Directional / wayfinding signs may be double-faced and internally illuminated, at a maximum of 4'-0" in height and 8 square feet of sign area.

Audio for menu boards and interactive display boards shall be able to be remotely programmed and kept to a reasonable volume as approved by the Landlord, and in compliance with the City's Noise Ordinance.

Drive-thru signs' square footage calculations and totals shall not be counted toward the Tenants's allowable wall sign area.



*SIGNAGE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY

COMPREHENSIVE SIGN PROGRAM | CITY SUBMITTAL | 10.24.22
 TANGLEWOOD STARBUCKS | ESCONDIDO, CA

FREEWAY ORIENTED PYLON SIGNS

One (1) freeway oriented pylon / pole sign is permitted for the tenant per the following guidelines:

- Maximum sign area per side not to exceed 80 square feet. Sign height not to exceed 65'-0".
- Tenant is permitted their established type font, logo, and colors.
- Sign shall be internally LED illuminated.



SCALE: 3/32" = 1'-0"



9' DIA. = 63 SQ.FT

9' x 1'-10" = 17 SQ.FT

SCALE: 1/4" = 1'-0"

MONUMENT SIGNS

One (1) single-tenant monument sign is permitted per the following guidelines:

- Maximum sign area per side not to exceed 30 square feet. Sign height not to exceed 6'-0".
- Tenant is permitted their established type font, logo, and colors.
- Sign shall be internally LED illuminated.



SCALE: 3/8" = 1'-0"

THE FOLLOWING SIGNS AND ELEMENTS ARE PROHIBITED

1. A sign that consists of only an unadorned rectangular cabinet signs with translucent or opaque faces.
2. Gold leaf treatments on windows, box signs and exposed neon window displays without Landlord's written approval. Note: Approval is at Landlord's discretion.
3. Off the shelf signs are discouraged.
4. Banner signs.
5. Exposed junction boxes, wires, plug in wires on window signs, transformers, lamps, tubing, conduits, raceways or neon crossovers of any type.
6. Signs using trim-cap retainers that do not match the color of the letter and logo returns (polished gold, silver or bronze trim caps are NOT permitted).
7. Pre-manufactured signs, such as franchise signs that have not been modified to meet these criteria.
8. Paper, cardboard, or Styrofoam signs, stickers, or decals hung around or behind storefronts. (Except those required by governmental agencies)
9. Exposed fasteners, unless decorative fasteners are essential to the sign design concept.
10. Simulated materials such as wood grained plastic laminates or wall coverings.
11. Flashing, oscillating, animated lights or other moving sign components.
12. Roof signs and signs on mansard roofs or equipment screens.
13. Advertising or promotional signs on parked vehicles.
14. Sign company decals in full view (limit to one placement only).
15. Wind-activated, inflatable, and balloon signs.
16. Outdoor advertising structures (billboards).
17. Abandoned and/or dilapidated signs and sign structures.
18. Obscene or offensive signs, determined at Landlord discretion.
19. Signs erected in a manner that a portion of its surface or supports will interfere in any way with the free use of a fire escape, exit, or standpipe or obstruct a required ventilator, door, stairway, or window.
20. Signs emitting audible sounds, odors, or visible matter.
21. Signs on public property or projecting within the public right-of-way, except with an encroachment permit issued by the City of Escondido.
22. Signs that constitute a hazard to the safe and free flow of traffic by obstructing or restricting the vision of drivers of motor vehicles, pedestrians, and equestrians.
23. Noncompliant signs are to be removed immediately upon request.

APPROVAL PROCESS

At least thirty (30) days prior to the Landlord's scheduled delivery of the premises, Tenant shall provide the following information to the Landlord for review. Note: This information is separate from sign approval submission and store design and drawing submissions, and will be used to begin the sign design process.

- Store Name;
- Store Logo (in color with colors identified);
- Store exterior materials, colors and finishes.

Allowing reasonable time for Landlord's review and Tenant's revision of submission in advance of sign fabrication, Tenant shall submit for Landlord's approval, complete and fully dimensioned shop drawings of the Tenant's sign to the Landlord's designated representative.

Shop drawings shall include at least the following:

- Tenant's entire building facade elevation, showing the proposed sign, in color drawing to scale.
- A site plan with the marked locations of the proposed sign(s).
- Storefront (partial building) elevation showing the location, size, color, construction and installation details of the Tenant's proposed sign. Typical "section-through" letter and/or sign panel showing the dimensioned projection of the letter or panel face and the illumination method.
- Color and material samples together with a photograph (if possible) of a similar installation.

Within thirty (30) days of receipt of the sign submission, the Landlord will approve, as noted, or disapprove with comments the Tenant's sign design. Tenant must respond to the Landlord's comments and re-submit within fourteen calendar days, and repeat this process until all sign design, fabrication and installation issues are resolved to the Landlord's satisfaction.

Upon receipt of final sign approval, Tenant may submit the proposed sign to the governing agency for review for consistency with the Sign Program and the required fabrication and installation permits. Tenants are required to provide one (1) set of the Landlord approved drawings to the City of Escondido, California as applicable: when submitting for building and electrical permits.

All signs are subject to City of Escondido's approval.

FABRICATION

The Tenant must ensure that his sign fabricator and installer understand their responsibilities before they begin the sign fabrication. The Tenant's sign contractor is responsible for the following:

1. Signs must be fabricated of durable appropriate weather resistant materials complementary to the base building materials.
2. Dissimilar metals used in sign fabrication shall be separated with non-conductive gaskets to avoid electrolysis. Additionally stainless steel fasteners shall be used to attach dissimilar metals.
3. Threaded rods or anchor bolts shall be used to mount sign letters which are held off the background panel. Angle clips attached to letter sides will NOT be permitted.
4. Colors, materials, finishes shall exactly match those submitted to and approved by the Landlord.
5. Visible welds and seams shall be ground smooth and filled with auto body compound before painting.
6. No fasteners, rivets, screws or other attachment devise shall be visible from any public vantage point.
7. Finished metal surfaces shall be free from canning and warping. All sign finishes shall be free of dust, orange peel, drips and runs and shall have a uniform surface conforming to the highest industry standards.

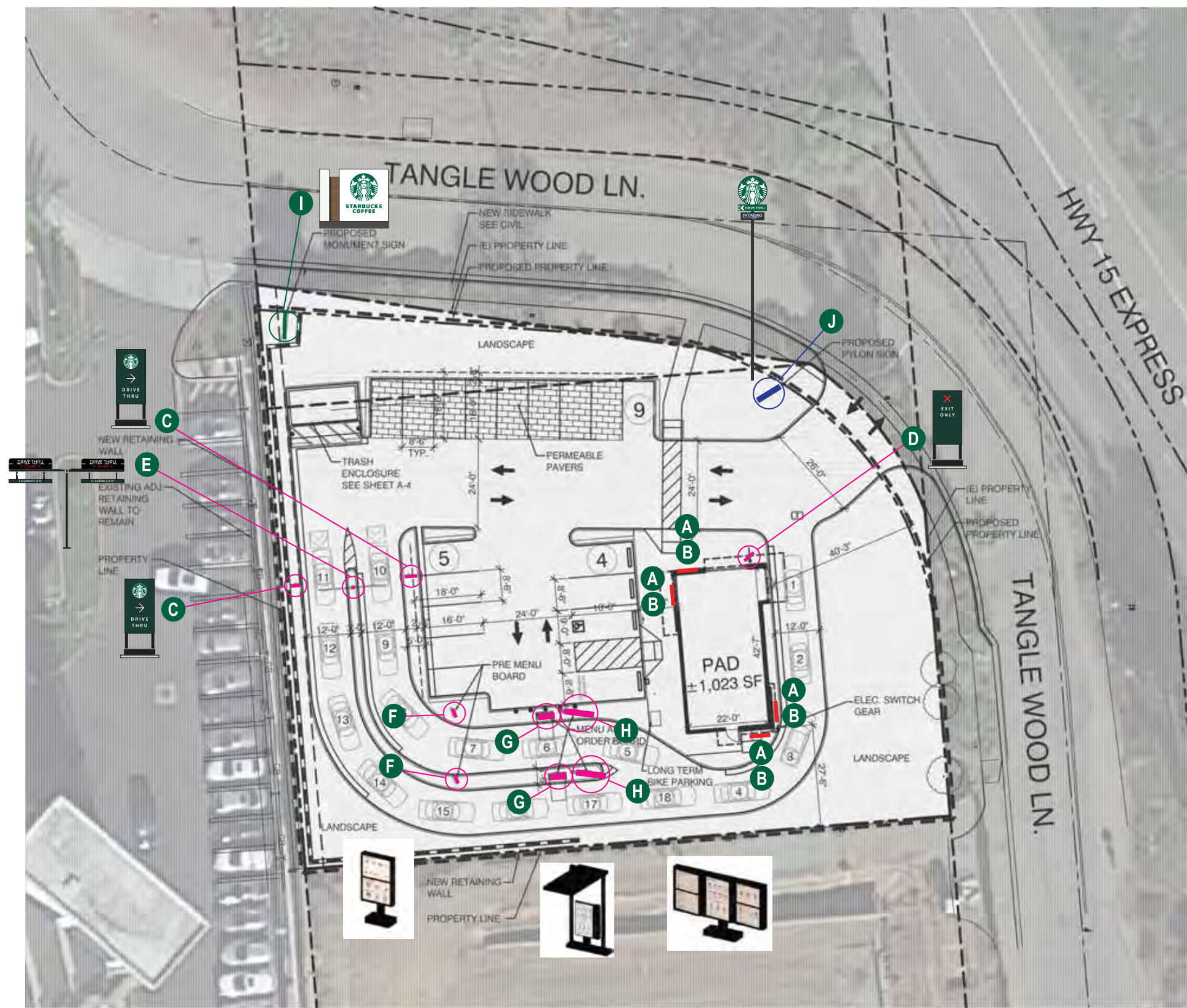
INSTALLATION

The Tenant's sign installer will provide the following:

1. Provide the Landlord with an original certificate of insurance naming the Landlord as an additional insured for liability coverage in an amount required by Landlord.
2. Obtain all required sign permits from the City of Escondido, California as applicable and deliver copies to the Landlord before installing the sign(s).
3. Keep a Landlord approved set of sign drawings on site when installing the sign(s).
4. Warrant the sign(s) against latent defects in materials and workmanship for a minimum of one (1) year.

MAINTENANCE OF THE SIGN

The Tenant shall employ professional sign fabricators and installers approved by the Landlord who are well qualified in the techniques and procedures required to implement the sign design concept. The Tenant will abide by all provisions, guidelines and criteria contained within this "Tanglewood Starbucks" Comprehensive Sign Program. Only those sign types provided for and specifically approved by the Landlord in Tenant's sign submission documents will be allowed. The Landlord may, at his discretion and at the Tenant's expense and after proper notice to Tenant, replace or remove any sign that is installed without Landlord's written consent, or that is not executed in conformance with the approved submission. Tenant shall furnish the Landlord with a copy of all sign fabrication and installation permits prior to installation. It will be the responsibility of the Tenant to remove its storefront sign and to satisfactorily repair and patch holes of their storefront sign area should they vacate the premises.



KEY LEGEND

- A** 60" SIREN LOGO DISC
- B** 7" DT CHANNEL LETTERS
- C** DF D/T DIRECTIONAL
- D** DF D/T THANK/EXIT DIRECTIONAL
- E** CLEARANCE BAR
- F** PRE MENU
- G** DIGITAL ORDER SCREEN w/ CANOPY
- H** DT 5 PANEL MENU SIGN
- I** EXISTING MONUMENT SIGN
- J** PYLON SIGN

SCALE: 1" = 40'-0"



COMPREHENSIVE SIGN PROGRAM | CITY SUBMITTAL | 10.24.22
 TANGLEWOOD STARBUCKS | ESCONDIDO, CA



SHEET

606

KEY LEGEND

- A** 60" SIREN LOGO
- B** 7" DT CHANNEL LETTERS



WEST ELEVATION

SCALE: 1/8" = 1' - 0"



NORTH ELEVATION

SCALE: 1/8" = 1' - 0"

KEY LEGEND

- A** 60" SIREN LOGO
- B** 7" DT CHANNEL LETTERS



SOUTH ELEVATION



EAST ELEVATION

A 48" S/F EXTERIOR ILLUMINATED FLEX FACE SIREN WALL SIGN- TRIMLESS
 QTY - 3

DESIGN ID # 13163



Project:



Location:

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date:

Drawn by:

L.S.

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Electrical Requirement:

120 Volts 277 Volts



2101 Carrillo Privado, Ontario, CA 91761
 (909) 930-0303 Fax: (909) 930-0306
 E-mail: design@signindustries.tv
 Web: www.signindustries.tv

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Drawing No

22-256



Page: 1.0



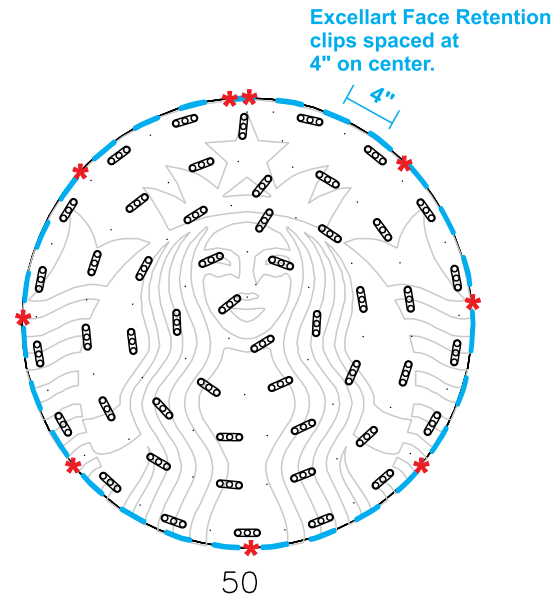
1 FRONT VIEW

Scale: 3/4" = 1' (11x17 Paper)

Specifications:

- A** Single face internally illuminated Excellart EC-Flex Standard flex face cabinet with bleed trim cover.
- B** White Flex faces with 3M 3630-126 Dark Emerald Green vinyl. Face retention clips spaced every 4".
- C** Interior of cabinet painted reflective white and exterior painted satin black.
- D** Internally illuminated with 6500K Sloan Prism Enlighten LEDs with remote power supply.
- E** 1/4" drain holes located at the bottom of cabinet as required by UL 48 for Electric Signs.
- F** Drain holes to be covered with drain hole covers to reduce light leaks.

| COLOR LEGEND | |
|--------------|-------------|
| PMS/PAINT | VINYL |
| PMS 3425 C | 3M 3630-126 |
| SATIN BLACK | NA |
| PMS WHITE | NA |

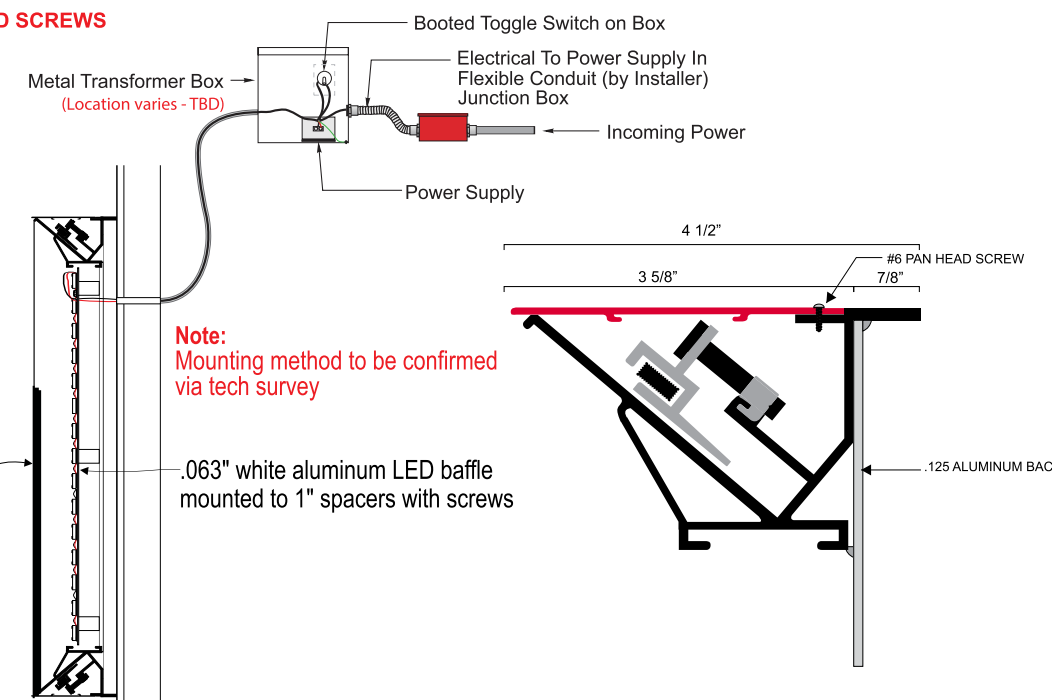


* #6 PAN HEAD SCREWS

- 1) ACTUAL CHANNEL LETTER POPULATION AND PRODUCT PLACEMENT MAY VARY FROM THIS LAYOUT
- 2) PRISM ENLIGHTEN WHITE 6500K LAID OUT AT 1.5 MODULES PER FOOT, 5.0" ON CENTER
- 3) EACH 60W3 POWER SUPPLY CAN RUN UP TO 72 PRISM ENLIGHTEN WHITE 6500K MODULES
- 4) LAYOUT BASED ON A 2.125" CAN DEPTH
- 5) DIMENSIONS ARE IN INCHES UNLESS STATED OTHERWISE
- 6) 701269-6WEJ1-MB WATTS PER MODULE: .75
- 7) PRIMARY SYSTEM POWER: 46.88 WATTS
- 8) LED MODULE POWER USAGE (secondary): 57.90 WATTS

ESTIMATED PRODUCT B.O.M. PER SIGN:

- 50 Each Prism Enlighten White 6500K Modules - 34'
- PN: 701269-6WEJ1-MB
- 1 Each 60C2 (Damp/Dry locations) or 60W3 (Wet location) 60W Power Supply 12VDC
- 1 Each 100' Roll of Jacketed Cable



Note:
 Mounting method to be confirmed via tech survey

White Flex Material
 - 1st Surface Green Vinyl

Siren Detail

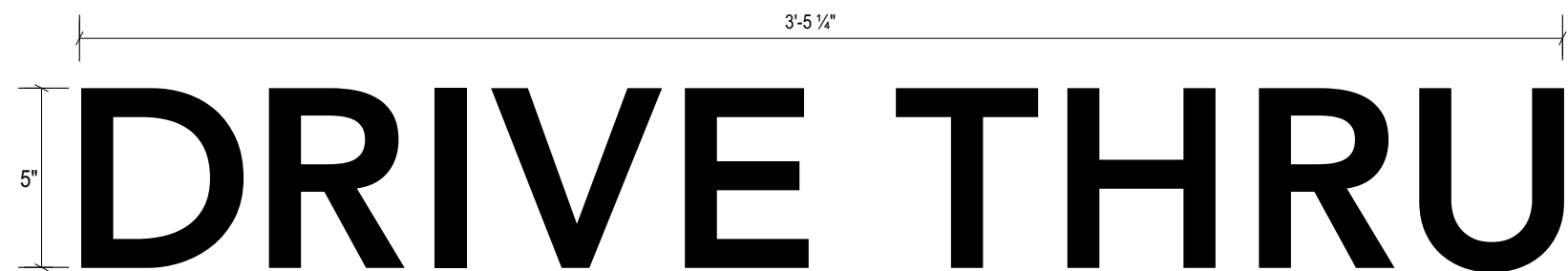
Excellart EC-Flex Standard with Bleed Trim Cover



SHEET

609

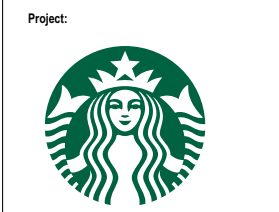
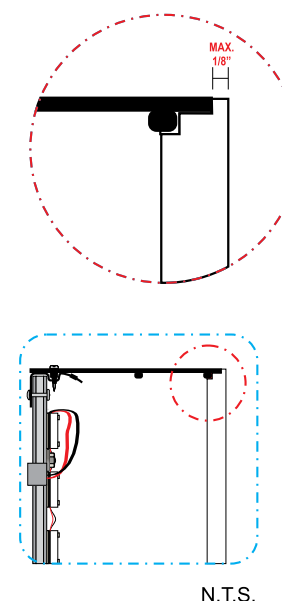
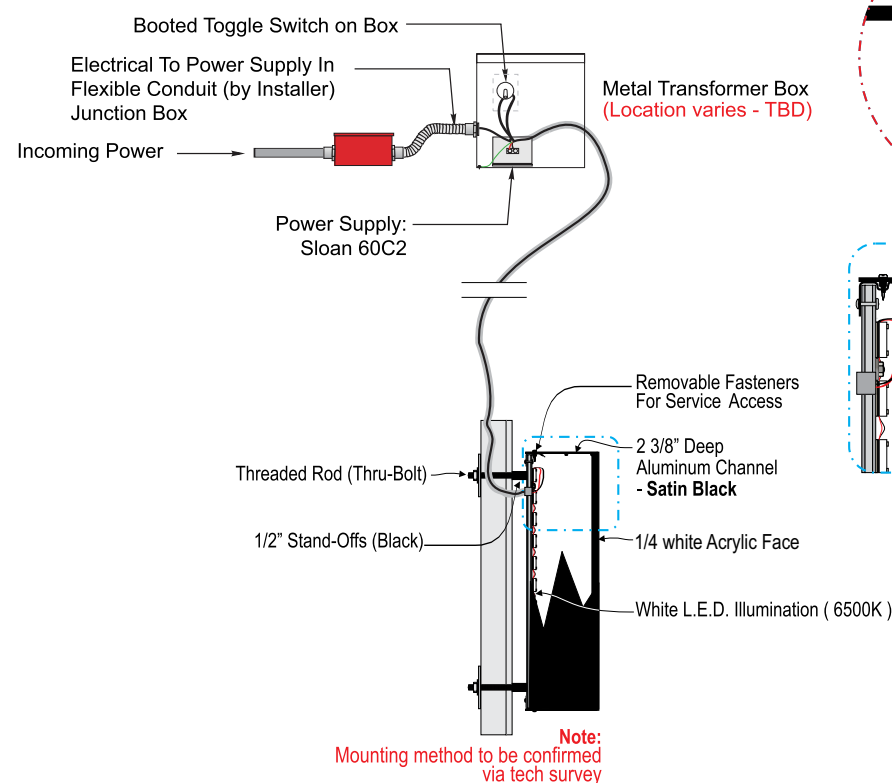
B TRIMLESS DAY/NITE CHANNEL LETTERS - REMOTE
 QTY - 3



Front View
 SCALE : 3" = 1'-0"

Specifications:

- A** Internally illuminated SDS LetterForm trimless channel letter with returns painted **satIn black**.
- B** Faces letters 1/4" white acrylic with 3M day/nite perforated vinyl overlay, with white 3M diffuser second surface.
- C** Internally illuminated letters with 6500K Sloan white LED
- D** 1/4" drain holes located at the bottom of each letter as required by UL 48 for Electric Signs.
- E** Drain holes to be covered with drain hole covers to reduce light leaks.



Location:

Client Approval:

Date of Approval:

Sales Rep:
 Paul L.

Date: _____ Drawn by:
 L.S.

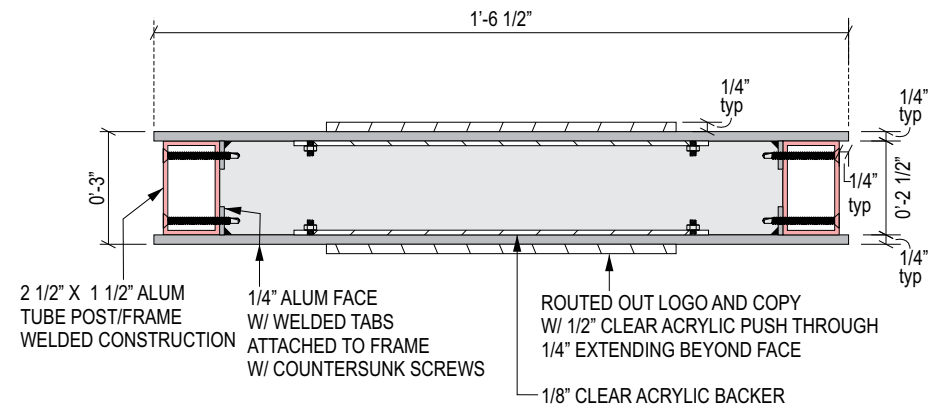
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Electrical Requirement:
 120 Volts 277 Volts

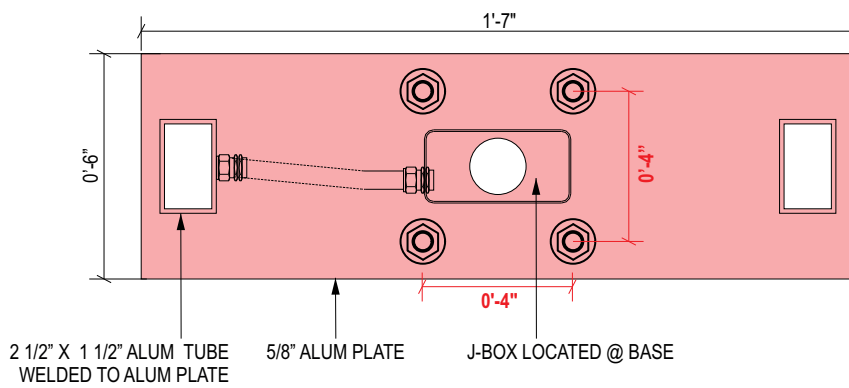
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Drawing No
22-256
 Page: **2.0**





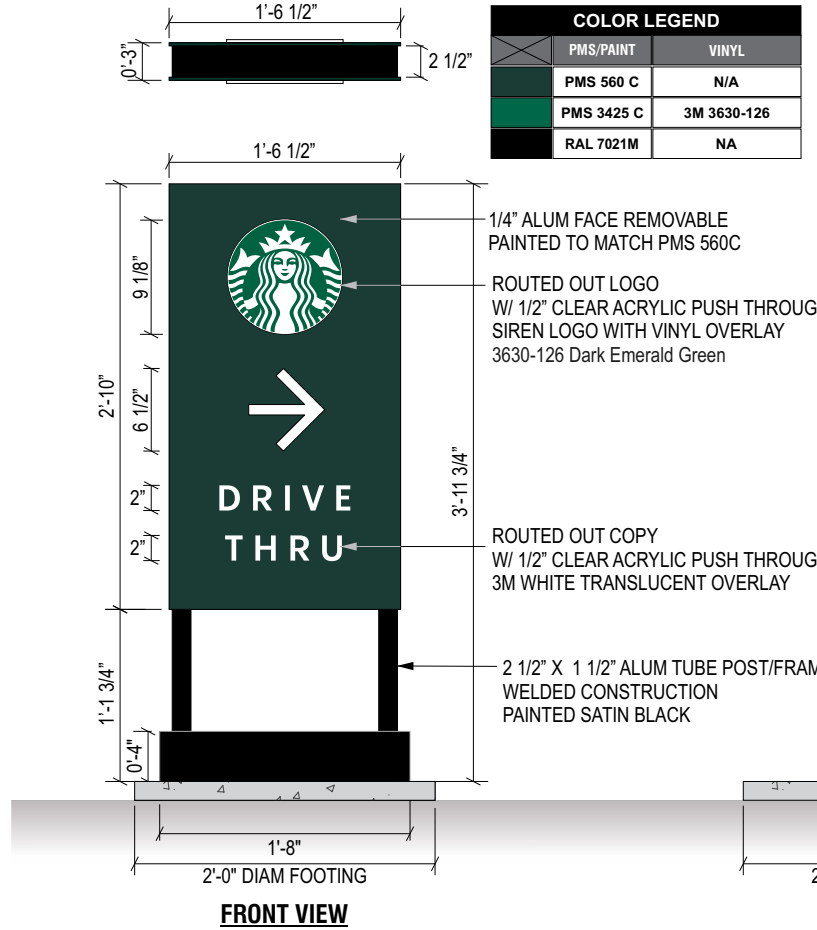
1 CABINET SECTION DRAWING
 Scale: 3" = 1'



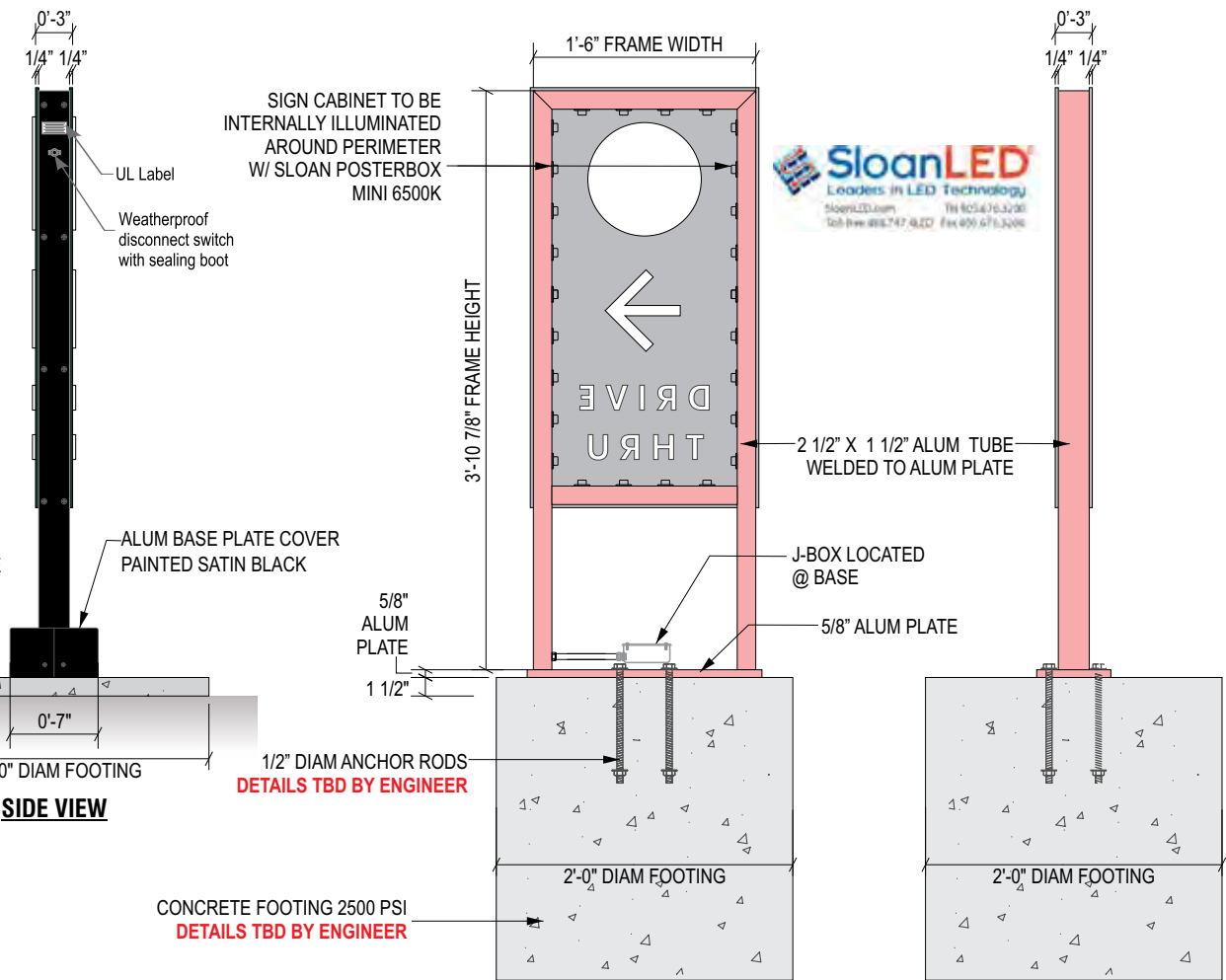
2 PLATE DETAIL
 Scale: 3" = 1'




BACK VIEW



C D/F DRIVE THRU ILLUMINATED DIRECTIONAL SIGNS~ Qty (1)
 Scale: 1" = 1'



Project: 

Location:

Client Approval: _____

Date of Approval: _____

Sales Rep: Paul L.

Date: _____ Drawn by: L.S.

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Electrical Requirement:
 120 Volts 277 Volts



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Drawing No
22-256 

Page: **3.0**

ELEVATION VIEW
1/2" = 1'-0"

BASE PLATE DETAIL
1 1/2" = 1'-0"

GENERAL NOTES:

- ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, THE 2019 CALIFORNIA BUILDING CODE (CBC), AND 2018 INTERNATIONAL BUILDING CODE (IBC).
- ANY CONFLICTS BETWEEN THESE DRAWINGS, STANDARDS NOTED HEREIN, PROJECT REQUIREMENTS, AND/OR OTHER REFERENCE DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE CIVIL ENGINEER, WHERE CONFLICTS OCCUR, THE MOST STRINGENT REQUIREMENTS SHALL BE FOLLOWED.
- PROVIDE ISOLATION OF DISSIMILAR MATERIALS

DESIGN CRITERIA:

- STRUCTURE IS DESIGNED IN ACCORDANCE WITH ASCE 7-16
 BASIC WIND SPEED: 150 MPH
 RISK CATEGORY: II
 EXPOSURE CATEGORY: C
 SITE CLASS: D
 OCCUPANCY CATEGORY: II
 SEISMIC DESIGN CATEGORY: D
 IMPORTANCE FACTOR: 1.0
 RESPONSE MODIFICATION FACTOR: Rp=3.0
 AMPLIFICATION FACTOR: Ap=2.5

CONCRETE:

- DESIGN AND CONSTRUCTION IN COMPLIANCE TO ACI 318-14.
- STEEL REINFORCEMENT IN CONCRETE ASTM A615 GRADE 60.
- COMPRESSIVE STRENGTH AT 28 DAYS: f'c=2,500 PSI MIN.
- PROVIDE A MINIMUM 3" CONCRETE COVER OVER ALL EMBEDDED STEEL.
- CONCRETE MUST BE POURED AGAINST UNDISTURBED EARTH SOIL.
- SOIL PASSIVE PRESSURE PER CBC CLASS 5 (100 PCF).

ALUMINUM

- FABRICATE AND ERECT ALUMINUM IN COMPLIANCE WITH THE MOST CURRENT ALUMINUM ASSOCIATION ALUMINUM DESIGN MANUAL 1.
- ALUMINUM ELEMENTS 6061-T6
- ALL SHOP AND FIELD WELDS SHALL BE PERFORMED BY AN AISC QUALITY CERTIFIED FABRICATOR.
- UNLESS A LARGER WELD SIZE IS INDICATED, PROVIDE MINIMUM SIZE OF WELD TO MATCH SMALLEST MEMBER/MATERIAL SIZE.
- ALL SHOP CONNECTIONS SHALL BE WELDED IN CONFORMANCE WITH STANDARDS BASED UPON THE CURRENT EDITION OF ANS/AWS D1.2. WELDERS AND WELDING OPERATORS SHALL BE QUALIFIED AS PROVIDED IN THE CODE.

WIND LOADS PER ASCE 7-16:

| | | | |
|---|--------|--------------------------|------------------|
| (20.6.1) Vel (mph) | 150.00 | ft/s = 66.15 | ft/s, ft/s, ft/s |
| (20.6.2) Risk Category | II | | |
| (20.6.3) Wind Speed (ft/s) | 150 | mph (see 4.1) | Control |
| (Table 20.6.2) Directional Ex. (K _d) | 0.85 | (Table 20.6-1) | |
| (20.6.4) Exposure Category | C | | |
| (20.6.5) Topo Fac. (K _t) | 1 | (unless unusual terrain) | |
| (20.6.6) Ground Eff. Exp. (K _z) | 1 | (see all elevations) | |
| (20.6.7) Gust Eff. Fac. (G _f) | 0.80 | | |
| (20.6.8) Z (height of affected wind) | 2.00 | ft | |
| (20.6.9) W (width of affected wind) | 4.00 | ft | |
| (20.6.10) W (width of affected wind) | 1.50 | ft | |
| Force Coefficient (C _f) | 0.80 | | |
| Velocity pressure exposure coefficient (K _z) for 150 mph, risk II | 0.54 | | |
| Force Coefficient (C _f) | 0.80 | | |
| Velocity pressure exposure coefficient (K _z) for 150 mph, risk II | 0.54 | | |
| Force Coefficient (C _f) | 0.80 | | |
| Velocity pressure exposure coefficient (K _z) for 150 mph, risk II | 0.54 | | |

BASE PLATE DESIGN:

New Plate Check

| | | | |
|------------------------|------|------------------------------|------|
| Max. Moment (k-in) | 8.87 | Min. Yield Moment (k-in) | 2.25 |
| Max. Force (k) | 0.44 | Min. Yield Force (k) | 0.10 |
| Max. Shear (k) | 0.8 | Min. Yield Shear (k) | 0.18 |
| Max. Torsion (k-in) | 0.00 | Min. Yield Torsion (k-in) | 0.00 |
| Max. Displacement (in) | 0.34 | Min. Yield Displacement (in) | 0.00 |

DIRECT BURIAL FOOTING:

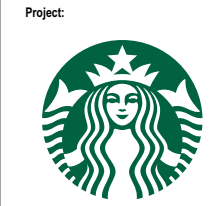
| | | | |
|------------------------|------|------------------------------|------|
| Max. Moment (k-in) | 0.18 | Min. Yield Moment (k-in) | 0.00 |
| Max. Force (k) | 0.00 | Min. Yield Force (k) | 0.00 |
| Max. Shear (k) | 0.00 | Min. Yield Shear (k) | 0.00 |
| Max. Torsion (k-in) | 0.00 | Min. Yield Torsion (k-in) | 0.00 |
| Max. Displacement (in) | 0.00 | Min. Yield Displacement (in) | 0.00 |

ALUMINUM CONNECTION DESIGN:

| | | | |
|------------------------|------|------------------------------|------|
| Max. Moment (k-in) | 0.18 | Min. Yield Moment (k-in) | 0.00 |
| Max. Force (k) | 0.00 | Min. Yield Force (k) | 0.00 |
| Max. Shear (k) | 0.00 | Min. Yield Shear (k) | 0.00 |
| Max. Torsion (k-in) | 0.00 | Min. Yield Torsion (k-in) | 0.00 |
| Max. Displacement (in) | 0.00 | Min. Yield Displacement (in) | 0.00 |

Legend:

- 1 (2)-2 1/2" x 1 1/2" x 3/16" ALUMINUM SQUARE PER ELEVATION AND BASE PLATE DETAIL HEREON.
- 2 5/8" THK. ALUMINUM BASE PLATE (19"x6") PER BASE PLATE DETAIL HEREON.
- 3 (4) 1/2" THK. THREADED HOT DIPPED GALVANIZED ANCHOR RODS (ASTM F1554 GRADE 55) WITH GALVANIZED HARDWARE PER ELEVATION AND BASE PLATE DETAIL HEREON.
- 4 HORIZ: (3) #3 TIES AT 3" O.C. AND THEN (3) #3 TIES AT 7" O.C. VERT: (6) #4 BAR SPACES EVENLY AROUND PERIMETER CLEARANCE 3" MIN. TO EDGE OF CONC.
- 5 CONCRETE FOOTING PER PLAN AND SPECIFICATIONS HEREON.



Project: Starbucks

Location:

Client Approval:

Date of Approval:

Sales Rep: Paul L.

Date: Drawn by: L.S.

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Electrical Requirement:
 120 Volts 277 Volts

Sign Industries INCORPORATED

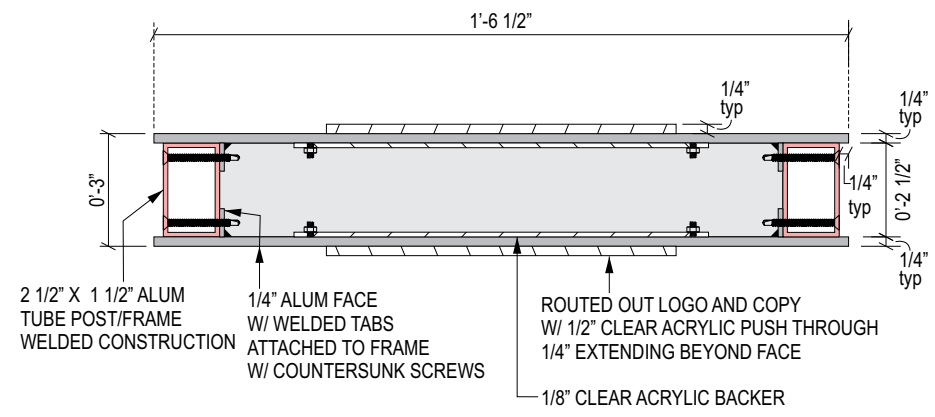
2101 Carrillo Privado, Ontario, CA 91761
 (909) 930-0303 Fax: (909) 930-0308
 E-mail: design@signindustries.tv
 Web: www.signindustries.tv

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Drawing No
22-256

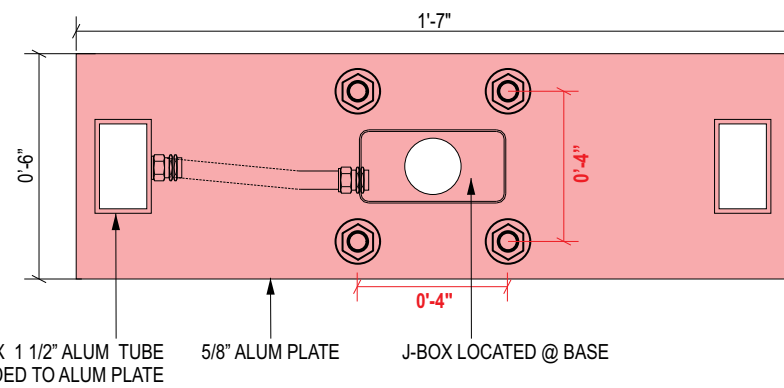
Page: **3.1**

| | | |
|--|---|--|
| | <p>PREPARED BY:</p> <p>YR ENGINEERING LP 424 E. MAITLAND ST. STE. A ONTARIO, CA 91761 PHONE: (626) 374-5881 EMAIL: YRAMOS@YRENGINEERING.COM</p> | <p>STARBUCKS DRIVE THRU SIGNAGE DIRECTIONAL SIGNAGE VARIOUS LOCATIONS, CALIFORNIA</p> <p>PREPARED FOR: SIGN INDUSTRIES, INC.</p> <p>CHECKED BY: YR JOB NO: 2202-00 SHEET: 1 OF 1</p> <p>DISREGARD PRINTS BEARING EARLIER REVISION DATES 02-03-22</p> |
|--|---|--|



1 CABINET SECTION DRAWING

Scale: 3" = 1'

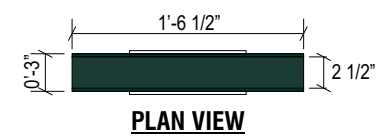


2 PLATE DETAIL

Scale: 3" = 1'

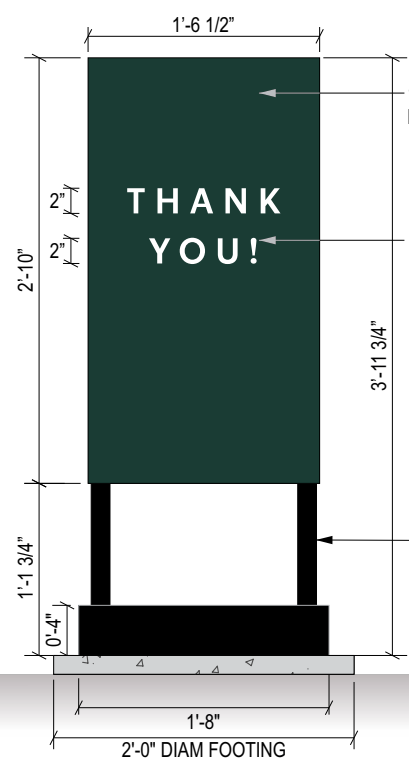


BACK VIEW

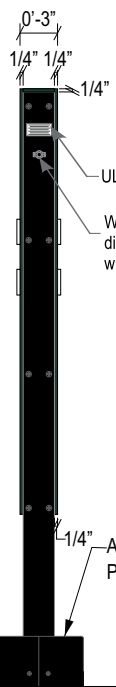


PLAN VIEW

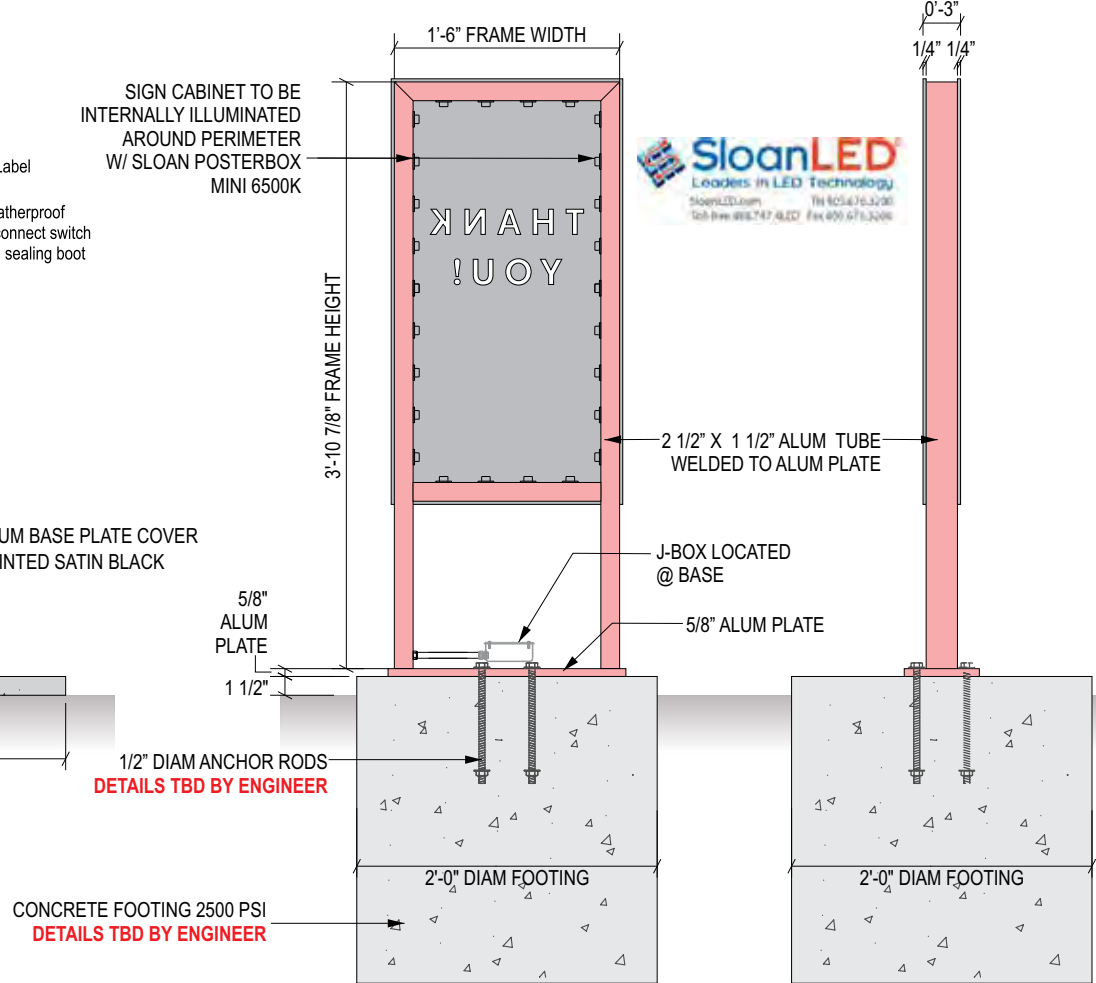
| COLOR LEGEND | |
|--------------|-------------|
| PMS/PAIN | VINYL |
| PMS 560 C | N/A |
| PMS 3425 C | 3M 3630-126 |
| RAL 7021M | NA |
| TBV | TBV |



FRONT VIEW



SIDE VIEW



D D/F DRIVE THRU ILLUMINATED DIRECTIONAL SIGNS~ Qty (1)

Scale: 1" = 1'

Project: 

Location: _____

Client Approval: _____


Date of Approval: _____

Sales Rep: Paul L.

Date: _____ Drawn by: L.S.


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Electrical Requirement:
 120 Volts 277 Volts



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Drawing No
22-256 

Page: **4.0**

ELEVATION VIEW
1/2" = 1'-0"

BASE PLATE DETAIL
1 1/2" = 1'-0"

GENERAL NOTES:

- ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, THE 2019 CALIFORNIA BUILDING CODE (CBC), AND 2018 INTERNATIONAL BUILDING CODE (IBC).
- ANY CONFLICTS BETWEEN THESE DRAWINGS, STANDARDS NOTED HEREIN, PROJECT REQUIREMENTS, AND/OR OTHER REFERENCE DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE CIVIL ENGINEER, WHERE CONFLICTS OCCUR, THE MOST STRINGENT REQUIREMENTS SHALL BE FOLLOWED.
- PROVIDE ISOLATION OF DISSIMILAR MATERIALS

DESIGN CRITERIA:

- STRUCTURE IS DESIGNED IN ACCORDANCE WITH ASCE 7-16
 BASIC WIND SPEED: 150 MPH
 RISK CATEGORY: II
 EXPOSURE CATEGORY: C
 SITE CLASS: D
 OCCUPANCY CATEGORY: II
 SEISMIC DESIGN CATEGORY: D
 IMPORTANCE FACTOR: 1.0
 RESPONSE MODIFICATION FACTOR: Rp=3.0
 AMPLIFICATION FACTOR: Ap=2.5

CONCRETE:

- DESIGN AND CONSTRUCTION IN COMPLIANCE TO ACI 318-14.
- STEEL REINFORCEMENT IN CONCRETE ASTM A615 GRADE 60.
- COMPRESSIVE STRENGTH AT 28 DAYS: f'c=2,500 PSI MIN.
- PROVIDE A MINIMUM 3" CONCRETE COVER OVER ALL EMBEDDED STEEL.
- CONCRETE MUST BE POURED AGAINST UNDISTURBED EARTH SOIL.
- SOIL PASSIVE PRESSURE PER CBC CLASS 5 (100 PCF).

ALUMINUM

- FABRICATE AND ERECT ALUMINUM IN COMPLIANCE WITH THE MOST CURRENT ALUMINUM ASSOCIATION ALUMINUM DESIGN MANUAL 1.
- ALUMINUM ELEMENTS 6061-T6
- ALL SHOP AND FIELD WELDS SHALL BE PERFORMED BY AN AISC QUALITY CERTIFIED FABRICATOR.
- UNLESS A LARGER WELD SIZE IS INDICATED, PROVIDE MINIMUM SIZE OF WELD TO MATCH SMALLEST MEMBER/MATERIAL SIZE.
- ALL SHOP CONNECTIONS SHALL BE WELDED IN CONFORMANCE WITH STANDARDS BASED UPON THE CURRENT EDITION OF ANSI/AWS D1.2. WELDERS AND WELDING OPERATORS SHALL BE QUALIFIED AS PROVIDED IN THE CODE.

WIND LOADS PER ASCE 7-16:

| | | | |
|--|--------|------------|-----------------------|
| (29.5.1) Vel, ft/min | 120.00 | z = 0.0000 | z ₀ = 0.00 |
| (29.5.2) Risk Category | II | | |
| (29.5.3) Wind Speed (V), mph | 150 | | |
| (29.5.4) Directional Ex. (K _d) | 0.85 | | |
| (29.5.5) Exposure Category | E | | |
| (29.5.6) Topo Ex. (K _t) | 1 | | |
| (29.5.7) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.8) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.9) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.10) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.11) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.12) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.13) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.14) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.15) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.16) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.17) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.18) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.19) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.20) Gust Eff. Ex. (K _g) | 1 | | |
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| (29.5.22) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.23) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.24) Gust Eff. Ex. (K _g) | 1 | | |
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| (29.5.43) Gust Eff. Ex. (K _g) | 1 | | |
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| (29.5.46) Gust Eff. Ex. (K _g) | 1 | | |
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| (29.5.74) Gust Eff. Ex. (K _g) | 1 | | |
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| (29.5.78) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.79) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.80) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.81) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.82) Gust Eff. Ex. (K _g) | 1 | | |
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| (29.5.84) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.85) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.86) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.87) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.88) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.89) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.90) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.91) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.92) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.93) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.94) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.95) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.96) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.97) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.98) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.99) Gust Eff. Ex. (K _g) | 1 | | |
| (29.5.100) Gust Eff. Ex. (K _g) | 1 | | |

BASE PLATE DESIGN:

Base Plate Check:

| | | | |
|--------------|-----------|-------------------|-----------|
| Max. Moment | 8.87 k-in | Min. Yield Moment | 2.25 k-in |
| Max. Shear | 0.44 k | Min. Yield | 0.0 |
| Max. Torsion | 0.00 k-in | Min. Yield | 0.0 |
| Max. Axial | 0.00 k | Min. Yield | 0.0 |
| Max. Moment | 8.87 k-in | Min. Yield | 2.25 k-in |
| Max. Shear | 0.44 k | Min. Yield | 0.0 |
| Max. Torsion | 0.00 k-in | Min. Yield | 0.0 |
| Max. Axial | 0.00 k | Min. Yield | 0.0 |

DIRECT BURIAL FOOTING:

| | | | |
|--------------|-----------|-------------------|-----------|
| Max. Moment | 0.00 k-in | Min. Yield Moment | 0.00 k-in |
| Max. Shear | 0.00 k | Min. Yield | 0.0 |
| Max. Torsion | 0.00 k-in | Min. Yield | 0.0 |
| Max. Axial | 0.00 k | Min. Yield | 0.0 |

ALUMINUM CONNECTION DESIGN:

| | | | |
|--------------|-----------|-------------------|-----------|
| Max. Moment | 0.00 k-in | Min. Yield Moment | 0.00 k-in |
| Max. Shear | 0.00 k | Min. Yield | 0.0 |
| Max. Torsion | 0.00 k-in | Min. Yield | 0.0 |
| Max. Axial | 0.00 k | Min. Yield | 0.0 |

1 (2)-2 1/2" x 1 1/2" x 3/16" ALUMINUM SQUARE PER ELEVATION AND BASE PLATE DETAIL HEREON.

2 5/8" THK. ALUMINUM BASE PLATE (19"x6") PER BASE PLATE DETAIL HEREON.

3 (4) 1/2" THREADED HOT DIPPED GALVANIZED ANCHOR RODS (ASTM F1554 GRADE 55) WITH GALVANIZED HARDWARE PER ELEVATION AND BASE PLATE DETAIL HEREON.

4 HORIZ: (3) #3 TIES AT 3" O.C. AND THEN (3) #3 TIES AT 7" O.C. VERT: (6) #4 BAR SPACES EVENLY AROUND PERIMETER CLEARANCE 3" MIN. TO EDGE OF CONC.

5 CONCRETE FOOTING PER PLAN AND SPECIFICATIONS HEREON.

YOSIMAR RAMOS
R.C.E. 89832
LIC. EXP 06/30/23

PREPARED BY:

YR ENGINEERING LP
424 E. MAITLAND ST. STE. A
ONTARIO, CA 91761
PHONE: (626) 374-5881
EMAIL: YRAMOS@YRENGINEERING.COM

STARBUCKS DRIVE THRU SIGNAGE
DIRECTIONAL SIGNAGE
VARIOUS LOCATIONS, CALIFORNIA

PREPARED FOR: SIGN INDUSTRIES, INC.

CHECKED BY: YR JOB NO: 2202-00 SHEET: 1 OF 1

DISREGARD PRINTS BEARING EARLIER REVISION DATES 02-03-22

Project:

Location:

Client Approval:

Date of Approval:

Sales Rep: Paul L.

Date: Drawn by: L.S.

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Electrical Requirement: 120 Volts 277 Volts

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Drawing No
22-256

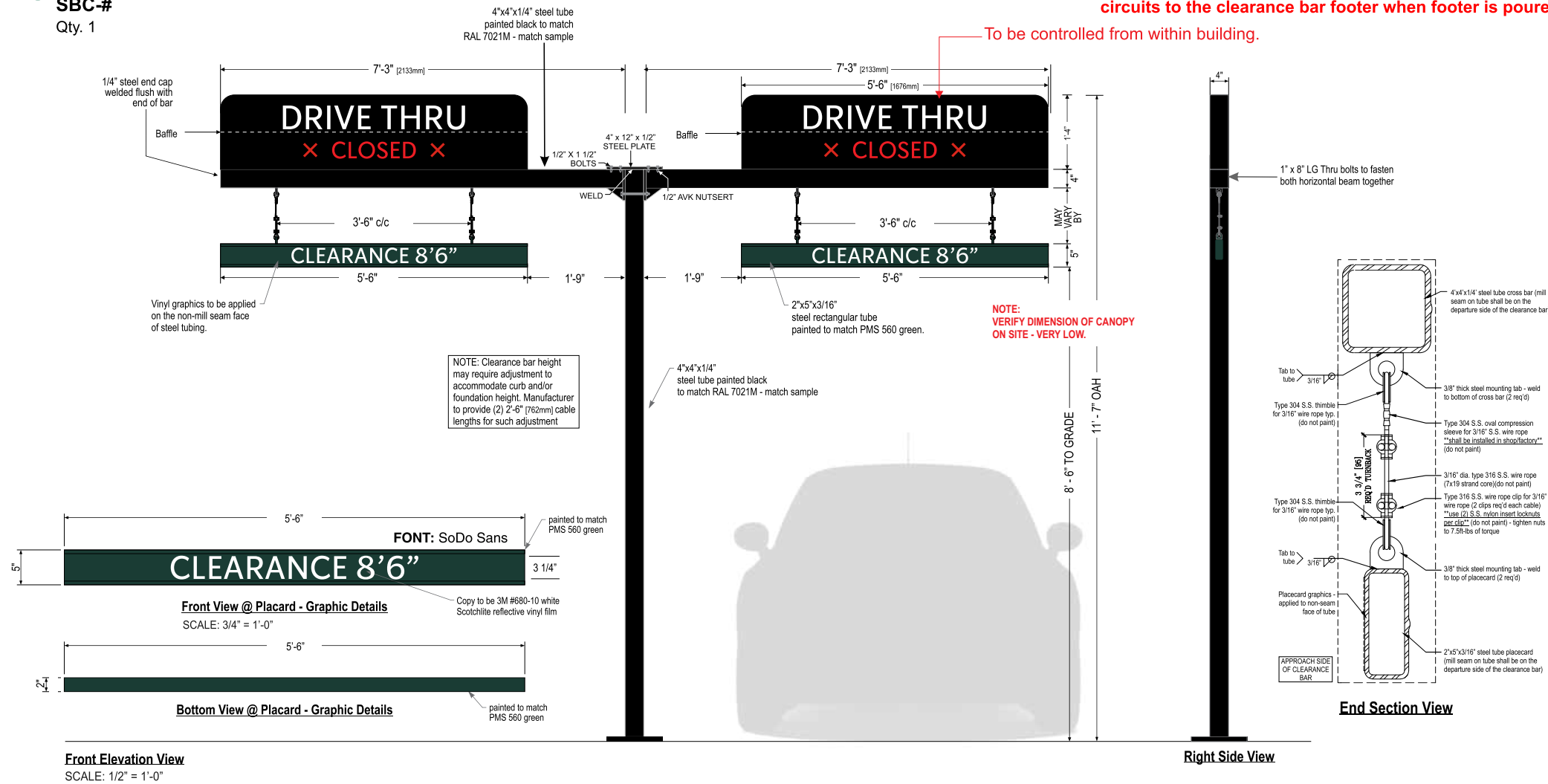
Page: **4.1**

F CLEARANCE BAR - ILLUMINATED

SBC-#
 Qty. 1

Note: GC responsible for placing qty. two (2) 3 position switches inside of the building adjacent to the pick up window and responsible for running the 4 switch controlled circuits to the clearance bar footer when footer is poured.

To be controlled from within building.



Front Elevation View
 SCALE: 1/2" = 1'-0"

Right Side View

End Section View

SIGN SPECIFICATIONS:

Scraper Bar:

- 2" x 5'-6" x 5" steel tube painted to match PMS 560 green.
- Flush steel end caps painted to match PMS 560 green.
- Copy and chevrons to be 1st surface computer cut 3M #680-10 white Scotchlite reflective vinyl film.
- Bottom striping to be 1st surface computer cut 3M #680-10 white Scotchlite reflective vinyl film. Striping extends 3/8" [10mm] onto front face.
- Suspend from support with SS cable & hardware. Cable provided requires field adjustment for proper clearance height.

DT Cabinet(s):

- 16" x 66" x 4" w/ 3" Radius Top Corners Fabricated .090" [2mm] aluminum housing painted black to match RAL 7021M
- Drive Thru copy backed up with .125" white polycarb. All polycarb face elements to be attached to aluminum face panel with weld studs. The red "X Closed X" copy is routed and backed with 2423 Red acrylic with light diffuser on 2nd surface. A baffle will be located between "Drive Thru" and "X CLOSED X". "Drive Thru" copy will be illuminated when the lane is open. "Drive Thru" copy will turn off and "X CLOSED X" copy will be illuminated when the lane is closed.
- Welded aluminum construction with no visible fasteners.
- All fasteners used in the assembly of internal components shall be coated to prevent corrosion.
- Internal structure of cabinet shall be per approved shop drawings.
- Graphic elements are internally illuminated using Sloan Prism Enlighten LEDs. LED's to be mounted on back of cabinet with self-contained power supply. All electrical components are removable for service.

Support:

- Supporting structure will be all welded steel tube construction painted black to match RAL 7021M as per approved shop drawings.
- New foundation may be required.
- Clearance bar will be mounted on a concrete pedestal. Will be attached with anchor bolts and base plate (engineering to be confirmed)

| COLOR LEGEND | | |
|--------------|-------------|------------|
| | PMS/PAINT | VINYL |
| | PMS 560 C | NA |
| | RAL 7021M | 3M 3630-22 |
| | REFL. WHITE | 3M 680-10 |

Project:



Location:

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date:

Drawn by:

L.S.

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Electrical Requirement:

- 120 Volts 277 Volts



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Drawing No

22-256



Page: 7.0



SHEET

615

DESIGN CRITERIA:

- STRUCTURE IS DESIGNED IN ACCORDANCE WITH ASCE 7-16
 BASIC WIND SPEED: 150 MPH
 RISK CATEGORY: II
 EXPOSURE CATEGORY: C
 SITE CLASS: D
 OCCUPANCY CATEGORY: II
 SEISMIC DESIGN CATEGORY: D
 IMPORTANCE FACTOR: 1.0
 RESPONSE MODIFICATION FACTOR: $R_p=3.0$
 AMPLIFICATION FACTOR: $A_p=2.5$

GENERAL NOTES:

- ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, THE 2019 CALIFORNIA BUILDING CODE (CBC), AND 2018 INTERNATIONAL BUILDING CODE (IBC).
- ANY CONFLICTS BETWEEN THESE DRAWINGS, STANDARDS NOTED HEREIN, PROJECT REQUIREMENTS, AND/OR OTHER REFERENCE DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE CIVIL ENGINEER, WHERE CONFLICTS OCCUR, THE MOST STRINGENT REQUIREMENTS SHALL BE FOLLOWED. PROVIDE ISOLATION OF DISSIMILAR MATERIALS

STEEL:

- SQUARE/REC HSS STEEL: ASTM A500GR. B $F_y=46$ KSI
- PLATE STEEL: ASTM A36 $F_y=36$ KSI
- STRUCTURAL STEEL MEMBERS SHALL BE SHEARED, FORMED, PUNCHED, WELDED, AND PAINTED BY THE MANUFACTURER. ALL SHOP CONNECTIONS SHALL BE WELDED IN CONFORMANCE WITH STANDARDS BASED UPON THE CURRENT EDITION OF ANSI/AWS D1.1. WELDERS AND WELDING OPERATORS SHALL BE QUALIFIED AS PROVIDED IN THE CODE.

CONCRETE:

- DESIGN AND CONSTRUCTION IN COMPLIANCE TO ACI 318-14.
- STEEL REINFORCEMENT IN CONCRETE ASTM A615 GRADE 60.
- COMPRESSIVE STRENGTH AT 28 DAYS: $f'_c=2500$ PSI MIN.
- PROVIDE A MINIMUM 3" CONCRETE COVER OVER ALL EMBEDDED STEEL.
- CONCRETE MUST BE POURED AGAINST UNDISTURBED EARTH SOIL.
- SOIL PASSIVE PRESSURE PER CBC CLASS 5 (100 PCF).

LEGEND:

- 4" x 4" x 1/4" SQ. HSS FRAME PER ELEVATION AND BASE PLATE DETAILS HEREON.
- 1" THK. STEEL BASE PLATE (12"x12") PER BASE PLATE DETAIL HEREON.
- (4) 3 1/2" x 3 1/2" x 3/4" STEEL GUSSET PLATE PER BASE PLATE DETAIL HEREON.
- (2) 3" x 3" x 1/2" STEEL GUSSET PLATE PER DETAILS HEREON.
- 3/4" THK. MOUNTING PLATE (14"x4") PER DETAILS HEREON.
- 3/4" THK. BASE PLATE (7"x4") PER DETAILS HEREON.
- (2) 1/2" HDG THRU BOLT PER ASTM A325 WITH HEAVY HEX HEAD HARDWARE PER DETAILS HEREON.
- (8) 1/2" HDG THRU BOLT PER ASTM A325 WITH HEAVY HEX HEAD HARDWARE PER DETAILS HEREON.
- (4) 5/8" THREADED HOT DIPPED GALVANIZED HEAVY HEX BOLT (ASTM F1554 GRADE 55) WITH GALVANIZED HARDWARE PER ELEVATION AND BASE PLATE DETAIL HEREON.
- HORIZ:** (3) #4 TIES AT 5" O.C. TOP
 (3) #4 TIES AT 6" O.C. TOP 30"
 (3) #4 TIES AT 12" O.C. REMAINDER
VERT: (6) #6 BARS SPACES EVENLY AROUND PERIMETER CLEARANCE 3" MIN. TO EDGE OF CONC.
- CONCRETE FOOTING PER PLAN AND SPECIFICATIONS HEREON.

STARBUCKS DRIVE THRU SIGNAGE CLEARANCE BAR DETAILS
 VARIOUS LOCATIONS, CALIFORNIA

PREPARED FOR: SIGN INDUSTRIES, INC.

CHECKED BY: YR JOB NO: 2204-00 SHEET: 1 OF 2

DISREGARD PRINTS BEARING EARLIER REVISION DATES → 02-24-22

PREPARED BY: YR ENGINEERING LP
 424 E. MAITLAND ST. STE. A
 ONTARIO, CA 91761
 PHONE: (626) 374-5881
 EMAIL: YRAMOS@YRENGINEERING.COM

Project:

Location:

Client Approval:

Date of Approval:

Sales Rep: Paul L.

Date: Drawn by: L.S.

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Electrical Requirement:
 120 Volts 277 Volts

2101 Carrillo Privado, Ontario, CA 91761
 (909) 930-0303 Fax: (909) 930-0308
 E-mail: design@signindustries.tv
 Web: www.signindustries.tv

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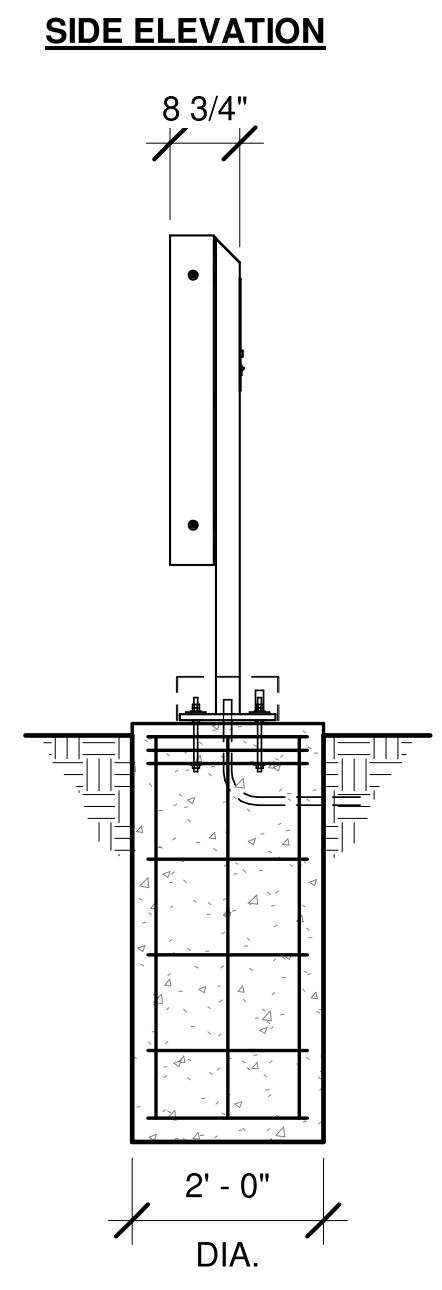
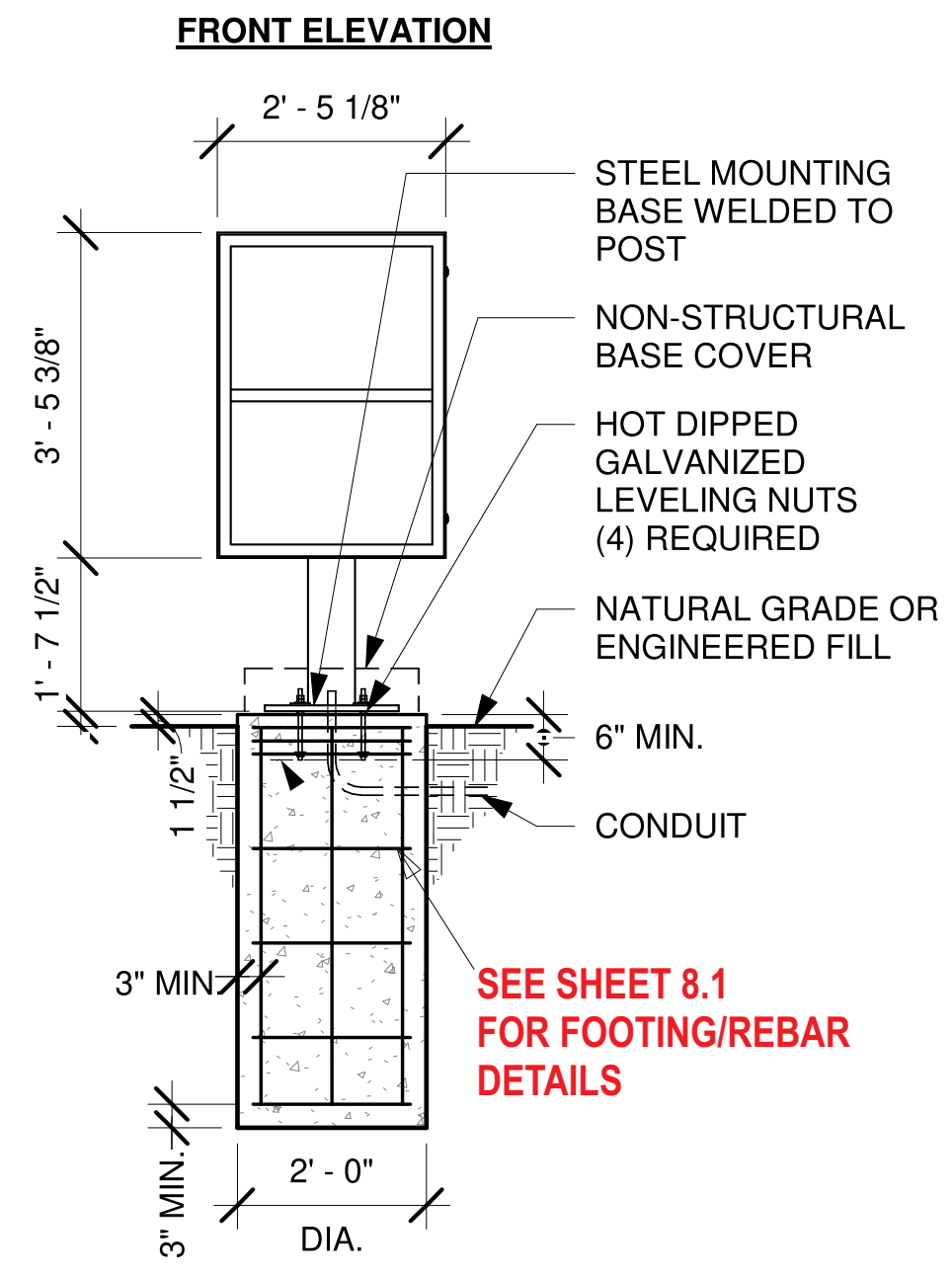
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22-256

Page: **7.1**

Design ID#22542




PRE-MENU SIGN



G DRIVE THRU PRE-MENU SIGN~ Qty (1)
 INSTALLATION ONLY

Project:



Location:

Client Approval:

Date of Approval:

Sales Rep:
Paul L.

Date: _____ Drawn by:
L.S.


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Electrical Requirement:
 120 Volts 277 Volts



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Drawing No
22-256 

Page: **8.0**

Project:



Location:

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date:

Drawn by:

L.S.

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Electrical Requirement:

120 Volts 277 Volts



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Drawing No

22-256



Page 8.1

ELEVATION VIEW
1/2" = 1'-0"

BASE PLATE DETAIL
1 1/2" = 1'-0"

WINDLOADS PER ASCE 7-16:

| Wind Dir. | Exposure | Wind Speed (mph) | Basic Wind Speed (mph) | Basic Wind Stress (psf) | Exposure Factor | Directional Factor | Topographic Factor | Wind Tunnel Factor | Final Wind Stress (psf) |
|-----------|----------|------------------|------------------------|-------------------------|-----------------|--------------------|--------------------|--------------------|-------------------------|
| 0 | B | 115 | 115 | 19.87 | 0.85 | 1.0 | 1.0 | 1.0 | 16.89 |
| 90 | B | 115 | 115 | 19.87 | 0.85 | 1.0 | 1.0 | 1.0 | 16.89 |
| 180 | B | 115 | 115 | 19.87 | 0.85 | 1.0 | 1.0 | 1.0 | 16.89 |
| 270 | B | 115 | 115 | 19.87 | 0.85 | 1.0 | 1.0 | 1.0 | 16.89 |

DIRECT BURIAL FOOTING:

| Item | Quantity | Unit | Material | Notes |
|------|----------|-------|----------|-----------------------|
| 1 | 1 | sq ft | Concrete | 17"x12" Base Plate |
| 2 | 1 | sq ft | Concrete | 4'-8" x 4'-8" Footing |

STEEL COLUMN DESIGN:

| Member | Length (ft) | Area (sq in) | Moment (kip-ft) | Shear (kip) | Deflection (in) |
|--------|-------------|--------------|-----------------|-------------|-----------------|
| 1 | 12 | 14.7 | 10.0 | 1.0 | 0.1 |

BASE PLATE DESIGN:

| Item | Quantity | Unit | Material | Notes |
|------|----------|-------|----------|-----------------------|
| 1 | 1 | sq ft | Steel | 17"x12" Base Plate |
| 2 | 1 | sq ft | Concrete | 4'-8" x 4'-8" Footing |

STEEL:

- SQ/RECT. HSS: ASTM A500, GR. B Fy=46 KSI
- PLATE STEEL: ASTM A36 Fy=36 KSI
- STRUCTURAL STEEL MEMBERS SHALL BE SHEARED, FORMED, PUNCHED, WELDED, AND PAINTED BY THE MANUFACTURER. ALL SHOP CONNECTIONS SHALL BE WELDED IN CONFORMANCE WITH STANDARDS BASED UPON THE CURRENT EDITION OF ANSI/AWS D1.1. WELDERS AND WELDING OPERATORS SHALL BE QUALIFIED AS PROVIDED IN THE CODE.

CONCRETE:

- DESIGN AND CONSTRUCTION IN COMPLIANCE TO ACI 318-14.
- STEEL REINFORCEMENT IN CONCRETE ASTM A615 GRADE 60.
- COMPRESSIVE STRENGTH AT 28 DAYS: f'c=2500 PSI MIN.
- PROVIDE A MINIMUM 3" CONCRETE COVER OVER ALL EMBEDDED STEEL.
- CONCRETE MUST BE POURED AGAINST UNDISTURBED EARTH SOIL.
- SOIL PASSIVE PRESSURE PER CBC CLASS 5 (100 PCF).

GENERAL NOTES:

- ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, THE 2019 CALIFORNIA BUILDING CODE (CBC), AND 2018 INTERNATIONAL BUILDING CODE (IBC).
- ANY CONFLICTS BETWEEN THESE DRAWINGS, STANDARDS NOTED HEREIN, PROJECT REQUIREMENTS, AND/OR OTHER REFERENCE DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE CIVIL ENGINEER, WHERE CONFLICTS OCCUR, THE MOST STRINGENT REQUIREMENTS SHALL BE FOLLOWED.
- PROVIDE ISOLATION OF DISSIMILAR MATERIALS.

DESIGN CRITERIA:

- STRUCTURE IS DESIGNED IN ACCORDANCE WITH ASCE 7-16
BASIC WIND SPEED: 150 MPH
RISK CATEGORY: II
EXPOSURE CATEGORY: C
SITE CLASS: D
OCCUPANCY CATEGORY: II
SEISMIC DESIGN CATEGORY: D
IMPORTANCE FACTOR: 1.0
RESPONSE MODIFICATION FACTOR: Rp=3.0
AMPLIFICATION FACTOR: Ap=2.5

YOSIMAR RAMOS
R.C.E. 89832
LIC. EXP 06/30/23

PREPARED BY:

YR ENGINEERING LP
424 E. MAITLAND ST. STE. A
ONTARIO, CA 91761
PHONE: (626) 374-5881
EMAIL: YRAMOS@YRENGINEERING.COM

STARBUCKS DRIVE THRU SIGNAGE
PRE-MENU BOARD
VARIOUS LOCATIONS, CALIFORNIA

PREPARED FOR: SIGN INDUSTRIES, INC.

| | | |
|---|-----------------|---------------|
| CHECKED BY: YR | JOB NO: 2131-00 | SHEET: 1 OF 1 |
| DISREGARD PRINTS BEARING EARLIER REVISION DATES | | |



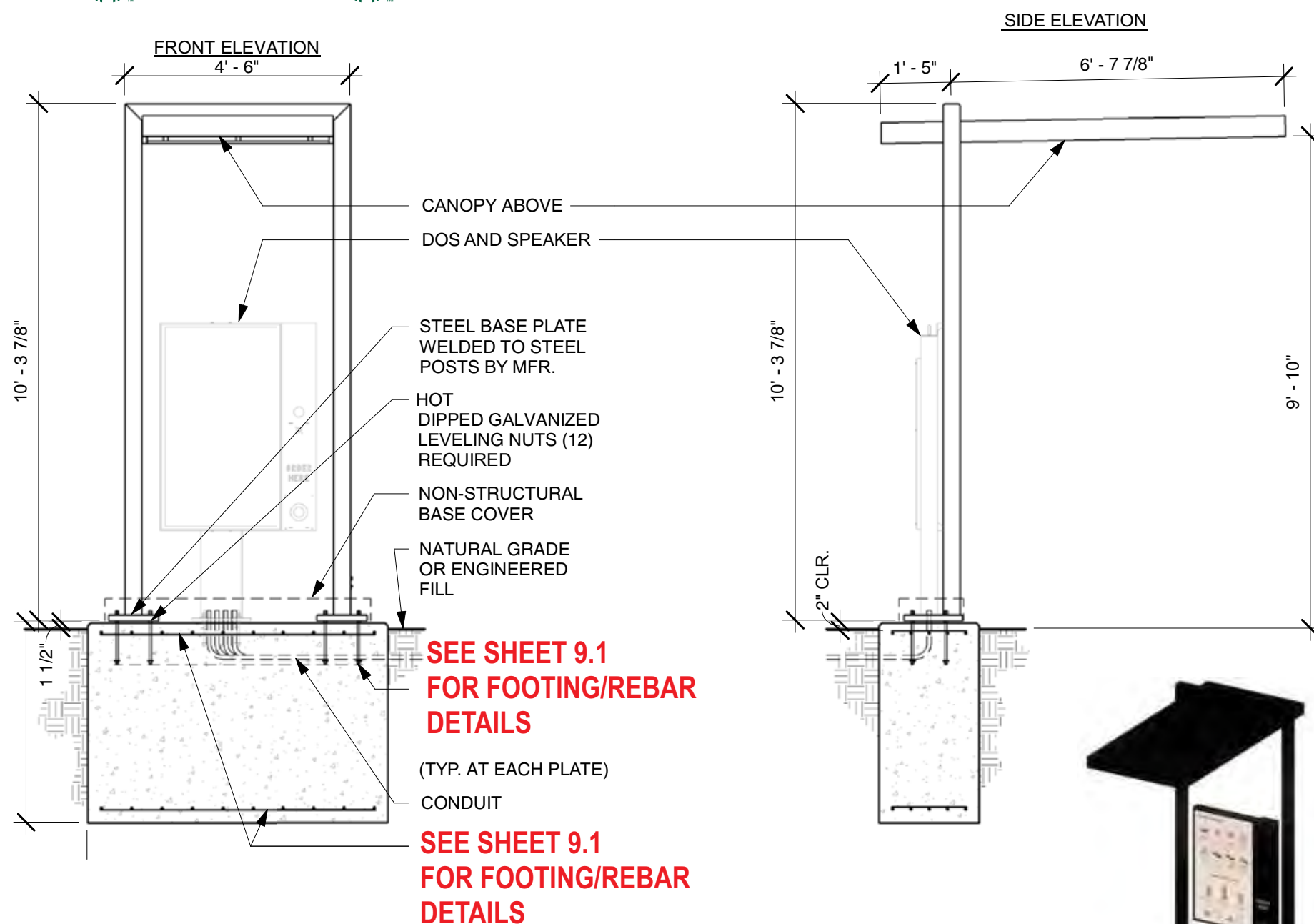
DRIVE-THRU CANOPY WITH DIGITAL ORDER SCREEN

Item 21

Design ID#22543



Design ID#22546



Project:



Location:

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date:

Drawn by:

L.S.

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Electrical Requirement:

120 Volts 277 Volts

2101 Carrillo Privado, Ontario, CA 91761
 (909) 930-0303 Fax: (909) 930-0308
 E-mail: design@signindustries.tv
 Web: www.signindustries.tv

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Drawing No

22-256



Page: 9.0

H DRIVE THRU CANOPY WITH DIGITAL ORDER SCREEN~ Qty (1)
 INSTALLATION ONLY

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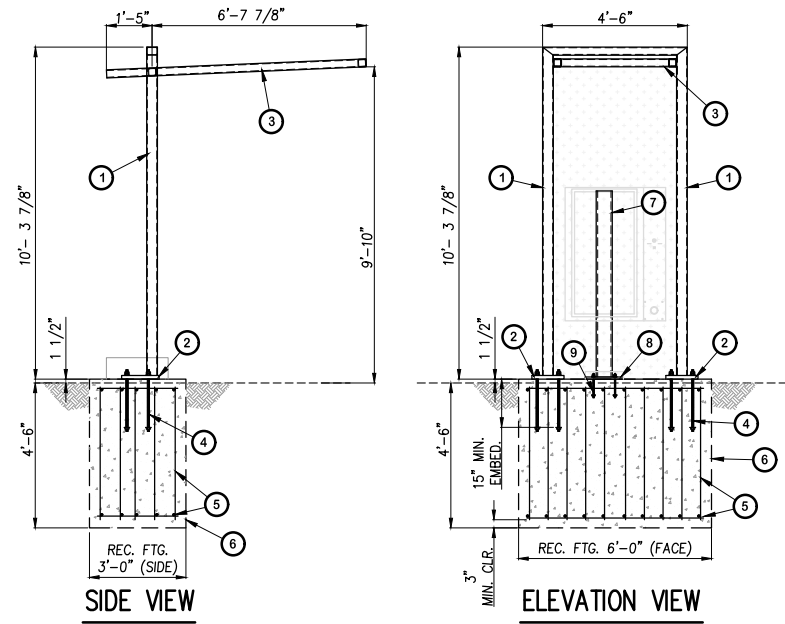
CANOPY WITH DOS



SHEET

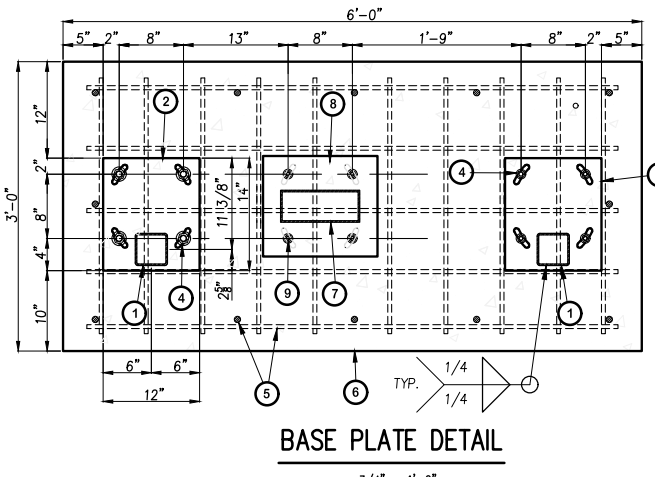
619

DRIVE-THRU CANOPY WITH DIGITAL ORDER SCREEN



SIDE VIEW
10'-3 7/8" height, 4'-6" width

ELEVATION VIEW
10'-3 7/8" height, 4'-6" width



BASE PLATE DETAIL
3'-0" width, 10'-0" length

WINLOADS PER ASCE 7-16:

| | | | |
|---|----------|---------|----------------|
| Directional Procedure | (20.6-1) | 1.0 | (Table 20.6-1) |
| Wind Speed (V) | 120 mph | 120 mph | (Table 20.6-1) |
| Directional Ex. Coefficient | 0.85 | 0.85 | (Table 20.6-1) |
| Exposure Category | C | C | (Table 20.6-1) |
| Topo Ex. Coefficient | 1.0 | 1.0 | (Table 20.6-1) |
| Ground Ex. Coefficient | 1.0 | 1.0 | (Table 20.6-1) |
| Wind Effect Coefficient | 0.90 | 0.90 | (Table 20.6-1) |
| Pressure Coefficient (Cp) | 0.85 | 0.85 | (Table 20.6-1) |
| Force Coefficient (Cf) | 1.00 | 1.00 | (Table 20.6-1) |
| Velocity pressure exposure coefficient (Kz) | 0.94 | 0.94 | (Table 20.6-1) |
| For a flat roof, add 10% | 1.03 | 1.03 | (Table 20.6-1) |

DIRECT BURIAL FOOTING:

| | | | | | | | |
|----|-------|------|-------|------|------|-------|-------|
| ML | 12.00 | 4.00 | 16.00 | 7.24 | 4.00 | 11.24 | 16.00 |
| KL | 7.00 | 4.00 | 11.00 | 5.36 | 4.00 | 9.36 | 11.00 |
| FL | 1.00 | 4.00 | 5.00 | 1.00 | 4.00 | 5.00 | 5.00 |
| DL | 1.00 | 4.00 | 5.00 | 1.00 | 4.00 | 5.00 | 5.00 |
| SL | 1.00 | 4.00 | 5.00 | 1.00 | 4.00 | 5.00 | 5.00 |
| TL | 1.00 | 4.00 | 5.00 | 1.00 | 4.00 | 5.00 | 5.00 |

BASE PLATE DESIGN:

| | | | | | | |
|---|------|------|-------|------|-------|------|
| M | 620 | 4.00 | 2520 | 6.30 | 2520 | 6.30 |
| V | 1.40 | 4.00 | 5.60 | 1.40 | 5.60 | 1.40 |
| T | 5.00 | 4.00 | 20.00 | 5.00 | 20.00 | 5.00 |
| M | 620 | 4.00 | 2520 | 6.30 | 2520 | 6.30 |
| V | 1.40 | 4.00 | 5.60 | 1.40 | 5.60 | 1.40 |
| T | 5.00 | 4.00 | 20.00 | 5.00 | 20.00 | 5.00 |

GENERAL NOTES:

- ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, THE 2019 CALIFORNIA BUILDING CODE (CBC), AND 2018 INTERNATIONAL BUILDING CODE (IBC).
- ANY CONFLICTS BETWEEN THESE DRAWINGS, STANDARDS NOTED HEREIN, PROJECT REQUIREMENTS, AND/OR OTHER REFERENCE DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE CIVIL ENGINEER, WHERE CONFLICTS OCCUR, THE MOST STRINGENT REQUIREMENTS SHALL BE FOLLOWED.
- PROVIDE ISOLATION OF DISSIMILAR MATERIALS

STEEL:

- SQ/RECT. HSS: ASTM A500, GR. B Fy=46 KSI
- PLATE STEEL: ASTM A36 Fy=36 KSI
- STRUCTURAL STEEL MEMBERS SHALL BE SHEARED, FORMED, PUNCHED, WELDED, AND PAINTED BY THE MANUFACTURER. ALL SHOP CONNECTIONS SHALL BE WELDED IN CONFORMANCE WITH STANDARDS BASED UPON THE CURRENT EDITION OF ANSI/AWS D1.1. WELDERS AND WELDING OPERATORS SHALL BE QUALIFIED AS PROVIDED IN THE CODE.

DESIGN CRITERIA:

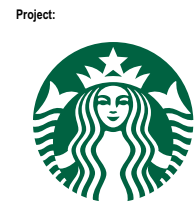
- STRUCTURE IS DESIGNED IN ACCORDANCE WITH ASCE 7-16
- BASIC WIND SPEED: 150 MPH
- RISK CATEGORY: II
- EXPOSURE CATEGORY: C
- SITE CLASS: D
- OCCUPANCY CATEGORY: II
- SEISMIC DESIGN CATEGORY: D
- IMPORTANCE FACTOR: 1.0
- RESPONSE MODIFICATION FACTOR: Rp=3.0
- AMPLIFICATION FACTOR: Ap=2.5

CONCRETE:

- DESIGN AND CONSTRUCTION IN COMPLIANCE TO ACI 318-14.
- STEEL REINFORCEMENT IN CONCRETE ASTM A615 GRADE 60.
- COMPRESSIVE STRENGTH AT 28 DAYS: fc=2500 PSI MIN.
- PROVIDE A MINIMUM 3" CONCRETE COVER OVER ALL EMBEDDED STEEL.
- CONCRETE MUST BE POURED AGAINST UNDISTURBED EARTH SOIL.
- SOIL PASSIVE PRESSURE PER CBC CLASS 5 (100 PCF).

LEGEND:

- (1) 4"x4"x1/4" SQ. HSS FRAME PER ELEVATION AND BASE PLATE DETAIL HEREON.
- (2) 1 3/8" THK. STEEL BASE PLATE (12"x14") PER BASE PLATE DETAIL HEREON.
- (3) 3"x3"x1/4" SQ. HSS FRAME PER ELEVATION HEREON.
- TOTAL (8) 3/4" THREADED HOT DIPPED GALVANIZED ANCHOR RODS (ASTM F1554 GRADE 55) WITH GALVANIZED HARDWARE PER ELEVATION AND BASE PLATE DETAILS HEREON.
- HORIZ: (5) #5 LONG LENGTH AND (10) #5 SHORT LENGTH AT TOP AND BOTTOM EACH WAY
VERT: (12) #5 BAR SPACES EVENLY AROUND PERIMETER CLEARANCE 3" MIN. TO EDGE OF CONC.
- CONCRETE FOOTING PER PLAN AND SPECIFICATIONS HEREON.
- 9.873"x3.93"x3/16" SQ. HSS POST
- 5/8" THK. STEEL BASE PLATE (12.5"x14.25") PER BASE PLATE DETAIL.
- (4) 1/2" THREADED HOT DIPPED GALVANIZED ANCHOR RODS (ASTM F1554 GRADE 55) WITH GALVANIZED HARDWARE PER ELEVATION AND BASE PLATE DETAIL.



Project: Starbucks

Location:

Client Approval:

Date of Approval:

Sales Rep: Paul L.

Date: Drawn by: L.S.

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Electrical Requirement:
 120 Volts 277 Volts




2101 Carrillo Privado, Ontario, CA 91761
 (909) 930-0302 Fax: (909) 930-0308
 E-mail: design@signindustries.tv
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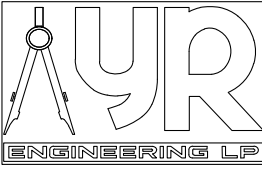
Drawing No
22-256

Page **9.1**



YOSIMAR RAMOS
 R.C.E. 89832
 LIC. EXP 06/30/23

PREPARED BY:



YR ENGINEERING LP
 424 E. MAITLAND ST. STE. A
 ONTARIO, CA 91761
 PHONE: (626) 374-5881
 EMAIL: YRAMOS@YRENGINEERING.COM

STARBUCKS DRIVE THRU SIGNAGE
 DIGITAL ORDER SCREEN CANOPY
 VARIOUS LOCATIONS, CALIFORNIA

PREPARED FOR: SIGN INDUSTRIES, INC.

CHECKED BY: YR JOB NO: 2131-00 SHEET: 1 OF 1

DISREGARD PRINTS BEARING EARLIER REVISION DATES → 10-13-21 12-27-21



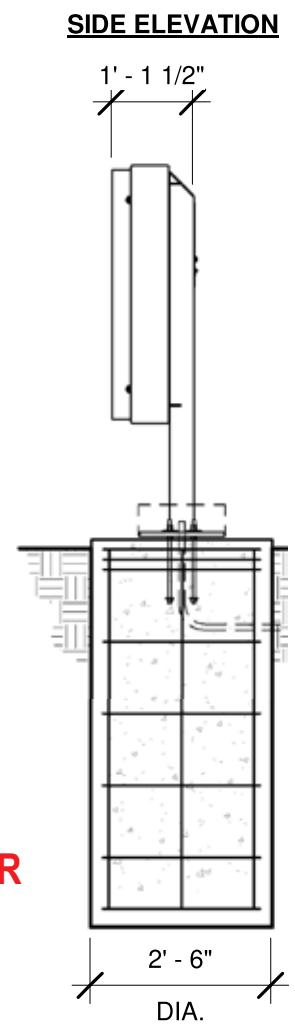
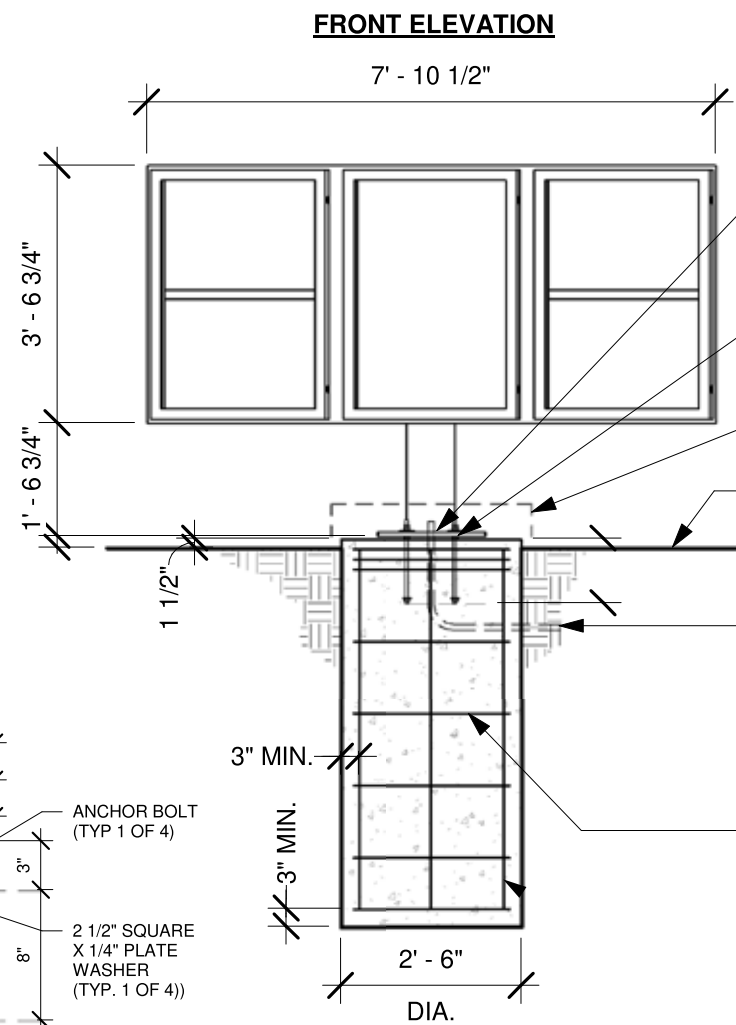
DRIVE-THRU 5-PANEL MENU

Item 21.

Design ID#22540 

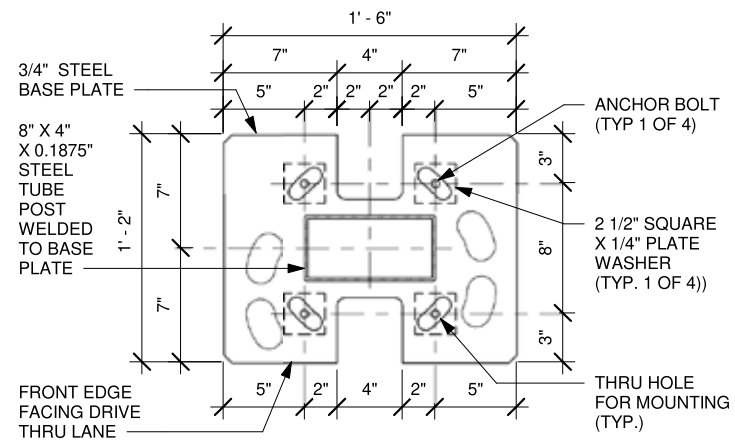


5-PANEL MENU SIGN



- STEEL MOUNTING BASE PLATE WELDED TO STEEL POST
- HOT DIPPED GALVANIZED LEVELING NUTS (4) REQUIRED
- NON-STRUCTURAL BASE COVER
- NATURAL GRADE OR ENGINEERED FILL


SEE SHEET 9.1 FOR FOOTING/REBAR DETAILS



2 BASE PLATE
 Scale: 1 1/2" = 1'-0"

1 DRIVE THRU 5-PANEL MENU SIGN ~ Qty (1)
 INSTALLATION ONLY

Scale: 1" = 3/4"
Sq. Ft.
36

Project: 

Location: _____

Client Approval: _____

Date of Approval: _____

Sales Rep: Paul L.


Date: _____ Drawn by: L.S.

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Electrical Requirement:
 120 Volts 277 Volts

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Drawing No
22-256 
 Page: **10.0**

DRIVE-THRU 5-PANEL MENU

Item 21.

Project:



Location:

Client Approval:

Date of Approval:

Sales Rep:

Paul L.

Date:

Drawn by:

L.S.

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Electrical Requirement:

120 Volts 277 Volts



2101 Carrillo Private, Ontario, CA 91761
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 E-mail: design@signindustries.tv
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Drawing No

22-256



Page: 10.1

ELEVATION VIEW

BASE PLATE DETAIL

DESIGN CRITERIA:

- STRUCTURE IS DESIGNED IN ACCORDANCE WITH ASCE 7-16
 BASIC WIND SPEED: 150 MPH
 RISK CATEGORY: II
 EXPOSURE CATEGORY: C
 SITE CLASS: D
 OCCUPANCY CATEGORY: II
 SEISMIC DESIGN CATEGORY: D
 IMPORTANCE FACTOR: 1.0
 RESPONSE MODIFICATION FACTOR: Rp=3.0
 AMPLIFICATION FACTOR: Ap=2.5

GENERAL NOTES:

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- PROVIDE ISOLATION OF DISSIMILAR MATERIALS

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- PLATE STEEL: ASTM A36 Fy=36 KSI
- STRUCTURAL STEEL MEMBERS SHALL BE SHEARED, FORMED, PUNCHED, WELDED, AND PAINTED BY THE MANUFACTURER. ALL SHOP CONNECTIONS SHALL BE WELDED IN CONFORMANCE WITH STANDARDS BASED UPON THE CURRENT EDITION OF ANSI/AWS D1.1. WELDERS AND WELDING OPERATORS SHALL BE QUALIFIED AS PROVIDED IN THE CODE.

CONCRETE:

- DESIGN AND CONSTRUCTION IN COMPLIANCE TO ACI 318-14.
- STEEL REINFORCEMENT IN CONCRETE ASTM A615 GRADE 60.
- COMPRESSIVE STRENGTH AT 28 DAYS: f'c=2500 PSI MIN.
- PROVIDE A MINIMUM 3" CONCRETE COVER OVER ALL EMBEDDED STEEL.
- CONCRETE MUST BE POURED AGAINST UNDISTURBED EARTH SOIL.
- SOIL PASSIVE PRESSURE PER CBC CLASS 5 (100 PCF).

1 8"x4"x3/16" SQ. HSS FRAME PER ELEVATION AND BASE PLATE DETAIL HEREON.

2 3/4" THK. STEEL BASE PLATE (18"x14") PER BASE PLATE DETAIL HEREON.

3 (4) 1/2" THREADED HOT DIPPED GALVANIZED ANCHOR RODS (ASTM F1554 GRADE 55) WITH GALVANIZED HARDWARE PER ELEVATION AND BASE PLATE DETAIL HEREON.

4 HORIZ: (5) #3 TIES AT 3" O.C. AND THEN (6) #3 TIES AT 10" O.C.
 VERT: (8) #5 BARS SPACES EVENLY AROUND PERIMETER CLEARANCE 3" MIN. TO EDGE OF CONC.

5 CONCRETE FOOTING PER PLAN AND SPECIFICATIONS HEREON.

YOSIMAR RAMOS
R.C.E. 89632
LIC. EXP 06/30/23

PREPARED BY:

YR ENGINEERING LP
424 E. MAITLAND ST. STE. A
ONTARIO, CA 91761
PHONE: (626) 374-5881
EMAIL: YRAMOS@YRENGINEERING.COM

STARBUCKS DRIVE THRU SIGNAGE

5-PANEL MENU BOARD

VARIOUS LOCATIONS, CALIFORNIA

PREPARED FOR: SIGN INDUSTRIES, INC.

| | | |
|---|-----------------|---------------|
| CHECKED BY: YR | JOB NO: 2131-00 | SHEET: 1 OF 1 |
| DISREGARD PRINTS BEARING EARLIER REVISION DATES | 10-11-21 | |



EXHIBIT "C"

FACTORS TO BE CONSIDERED / FINDINGS OF FACT

Environmental Determinations:

1. Pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et. seq.) ("CEQA"), and its implementing regulations (14 C.C.R. § 15000 et seq.) ("CEQA Guidelines"), the City of Escondido ("City") is the Lead Agency for the Project ("Project"), as the public agency with the principal responsibility for approving the Project.
2. The Project qualifies for an exemption from further environmental review pursuant to CEQA Guidelines section 15303 (New Construction or Conversion of Small Structures) because such categorical exemption applies to proposed developments that do not exceed 2,500 square feet on sites zoned for such use, if not involving the use of significant amount of hazardous substances; the use can be serviced by all necessary public services and facilities; and is not an environmentally sensitive area. The Project is a 1,026 square foot commercial development and satisfies all requirements noted above.
3. The Project also qualifies for an exemption from further environmental review pursuant to CEQA Guidelines section 15332 (In-Fill Development Projects) because such categorical exemption applies to proposed developments within city limits on sites of no more than five acres substantially surrounded by urban uses, where the site has no habitat value for special status species, can be adequately served by all required utilities and public services, and the Project would not result in any significant effects relating to traffic, noise, air quality, or water quality. (CEQA Guidelines § 15332(b)-(e)). Technical studies were provided by the Applicant and reviewed by the Planning Division to substantiate the categorical exemption as applied to the Project.
4. The Project also does not trigger any exceptions to the categorical exemption as listed in CEQA Guidelines section 15300.2.
5. The City Council has independently considered the full administrative record before it, which includes but is not limited to the December 7, 2022 City Council Staff Report; testimony by staff and the public; and other materials and evidence submitted or provided to it. The administrative record demonstrates that each of the above requirements have been satisfied. No substantial evidence has been submitted that would support a finding that any of the above-described exemption requirements have not been satisfied. The Project will not have a significant effect on the environment, and all of the requirements of CEQA have been met.

Planned Development Findings (Escondido Zoning Code section 33-403)

The proposed Project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, Special Planning Area provisions, and Improvement Standards adopted by the City:

1. The Project does not include a residential component and is for the construction of a drive-

through coffee facility. The Project is located within the Planned Development - Commercial (PD-C) zone. As required by Article 19 of the EZC, the adoption of a Master and Precise Development Plan is required for the development of sites located within PD-C zoning district. As discussed in the staff report, the redevelopment of this site will fulfill several of the goals and principles outlined in the 2012 General Plan.

2. The Project is located on the south side of Tanglewood Lane, and is adjacent to Interstate 15. The site is one of the remaining residential uses in an area that has been trending towards commercial development. The Planned Development would support existing commercial uses and provide additional services within the target area as identified in the City's Land Use and Community Form chapter of the General Plan.
3. The Project will have a single driveway that has access from Tanglewood Lane to provide vehicular and bicycle access. The Project will be responsible for construction of sidewalk along its frontage which will fill a gap in the pedestrian network in the area. The driveway is located in an area that will maximize the sight distance for approaching vehicles on Tanglewood Lane. Based on the submitted traffic study, there is adequate driveway throat depth that would allow vehicles to enter and find parking without causing conflict to site circulation. Drive-through lane queuing will provide enough room for 18 vehicles, and there is additional space on-site that could accommodate at least 4 more vehicles before reaching Tanglewood Lane.
4. The Project is for the construction of a drive-through coffee facility. The Project is located in an area that is primarily non-residential uses with residential uses further to the south and west. The Project includes the redevelopment of a parcel with an existing single-family residence, and can be adequately serviced by existing public facilities.
5. The proposed Planned Development will redevelop an underutilized site containing a non-conforming single-family residence. The Project would contribute to an attractive, efficient, and stable environment by redeveloping the site with an appropriate commercial use for the area.
6. As discussed in the staff report, minimal grading is proposed on the site. The proposed elevation will be raised above the adjacent properties to the west; however, the site will follow the grade of Tanglewood Lane. The Project will not be visually obstructive with surrounding areas and facilities.
7. The subject site is one of the last remaining unimproved parcels in the Promenade Retail Center and Vicinity Target Area. Article 19 of the EZC requires the approval of a Master and Precise Development Plan to facilitate the development of the site. The Project would complement the target area, and would assist in the realization of the target area as outlined in the City's 2012 General Plan.

Exhibit "D"

CONDITIONS OF APPROVAL

This Project is conditionally recommended for approval as set forth on the application received by the City of Escondido on **June 14, 2022**, and the Project drawings consisting of Site Plans, Floor Plans, Sections, Architectural Elevations, Civil Sheets/Grading, Landscape Plans, Sign Plans, and Colored Elevations; all recommended for approval to the City Council on **December 7, 2022**, and shall not be altered without express authorization by the Development Service Department.

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

A. General:

1. **Acceptance of Permit.** If the Applicant fails to file a timely and valid appeal of this Permit within the applicable appeal period, such inaction by the Applicant shall be deemed to constitute all of the following on behalf of the Applicant:
 - a. Acceptance of the Permit by the Applicant; and
 - b. Agreement by the Applicant to be bound by, to comply with, and to do all things required of or by the Applicant pursuant to all of the terms, provisions, and conditions of this Project Permit or other approval and the provisions of the Escondido Municipal Code or Zoning Code applicable to such Permit.
2. **Permit Expiration.** If the Permit was filed as or concurrent with a Tentative Map or Planned Development application, the Permit shall expire 36 months from the effective date of approval, unless additional time is granted pursuant to the Map Act or to the Escondido Municipal Code. If not filed as concurrent with a Tentative Map or Planned Development application, the 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. A final Approved Plan set, shall be submitted to the Planning Division for certification electronically. Said plans must be certified by the Planning Division prior to submittal of any post-entitlement permit, including grading, public improvement, landscape, or building plans for the Project.

4. Conformance to Approved Plans.

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

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

6. Certificate of Occupancy.

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

7. Availability of Permit Conditions.

- a. Prior to grading permit issuance, the Applicant shall cause a covenant regarding real property to be recorded that sets forth the terms and conditions of this Permit approval and shall be of a form and content satisfactory to the Director of Development Services.
 - b. The Applicant shall make a copy of the terms conditions of this Permit readily available to any member of the public or City staff upon request. Said terms and conditions shall be printed on any construction plans that are submitted to the Building Division for plan check processing.
8. **Right to Entry.** The holder of this Permit shall make the premises available for inspection by City staff during construction or operating hours and allow the investigations of property necessary to ensure that minimum codes, regulations, local ordinances and safety requirements are properly followed. The Applicant shall provide such business records, licenses, and other materials necessary upon request to provide evidence of compliance with the conditions of approval, as well as federal, state, or laws.
9. **Compliance with Federal, State, and Local Laws.** Nothing in this Permit shall relieve the Applicant from complying with conditions, performance standards, and regulations generally imposed upon activities similar in nature to the activity authorized by this permit. (Permits from other agencies may be required as specified in the Permit's Details of Request.) This Permit does not relieve the Applicant of the obligation to comply with all applicable statutes, regulations, and procedures in effect at the time that any engineering permits or building permits are issued unless specifically waived herein.

No part of this Permit's approval shall be construed to permit a violation of any part of the Escondido Municipal or Zoning Code. During Project construction and after Project completion, the Applicant shall ensure the subject land use activities covered by this Permit is conducted in full compliance with all local and state laws.
10. **Fees.** The appropriate development fees and Citywide Facility fees shall be paid in accordance with the prevailing fee schedule in effect at the time of building permit issuance, to the satisfaction of the Director of Development Services. Through plan check processing, the Applicant shall pay development fees at the established rate. Such fees may include, but not be limited to: Permit and Plan Checking Fees, Water and Sewer Service Fees, School Fees, Traffic Mitigation Fees, Flood Control Mitigation Fees, Park Mitigation Fees, Fire Mitigation/Cost Recovery Fees, and other fees listed in the Fee Schedule, which may be amended. Arrangements to pay these fees shall be made prior to building permit issuance to the satisfaction of the Development Services Department.

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

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

12. Clerk Recording.

a. Exemption. 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.

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

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

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

15. Revocation, Suspension, Modification. At any time after Project implementation, the City may require a noticed public hearing to be scheduled before the Planning

Commission to determine if there has been demonstrated a good faith intent to proceed in reliance on this approval. This item may be referred to the appropriate decision-making body upon recommendation of the Director of Development Services for review and possible revocation or modification of the Permit regarding non-compliance with the Conditions of Approval.

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

- a. A violation of any term or condition not abated, corrected or rectified within the time specified on the notice of violation; or
- b. A violation of any City ordinance, state law, or federal law not abated, corrected or rectified within the time specified on the notice of violation; or
- c. The use as presently conducted creates or constitutes a nuisance.

16. Indemnification, Hold Harmless, Duty to Defend.

- a. The Applicant shall indemnify, hold harmless, and defend (with counsel reasonably acceptable to the City) the City, its Councilmembers, Planning Commissioners, boards, commissions, departments, officials, officers, agents, employees, and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, at law or in equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with (i) any business, work, conduct, act, omission, or negligence of the Applicant or the owner of the Property (including the Applicant's or the owner of the Property's contractors, subcontractors, licensees, sublessees, invitees, agents, consultants, employees, or volunteers), or such activity of any other person that is permitted by the Applicant or owner of the Property, occurring in, on, about, or adjacent to the Property; (ii) any use of the Property, or any accident, injury, death, or damage to any person or property occurring in, on, or about the Property; or (iii) any default in the performance of any obligation of the Applicant or the owner of the Property to be performed pursuant to any condition of approval for the Project or agreement related to the Project, or any such claim, action, or proceeding brought thereon. Provided, however, that the Applicant shall have no obligation to indemnify, hold

harmless, or defend the City as to any Claims that arise from the sole negligence or willful misconduct of the City. In the event any such Claims are brought against the City, the Applicant, upon receiving notice from the City, shall defend the same at its sole expense by counsel reasonably acceptable to the City and shall indemnify the City for any and all administrative and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney's fees (including the full reimbursement of any such fees incurred by the City's outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City).

- b.** The Applicant further and separately agrees to and shall indemnify, hold harmless, and defend the City (including all Indemnified Parties) from and against any and all Claims brought by any third party to challenge the Project or its approval by the City, including but not limited to any Claims related to the Project's environmental determinations or environmental review documents, or any other action taken by the City regarding environmental clearance for the Project or any of the Project approvals. Such indemnification shall include the Applicant's payment for any and all administrative and litigation costs and expenses incurred by the City in defending against any such Claims, including payment for all administrative and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney's fees (including the full reimbursement of any such fees incurred by the City's outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City and the Project).
- c.** The City, in its sole discretion and upon providing notice to the Applicant, may require the Applicant to deposit with the City an amount estimated to cover costs, expenses, and fees (including attorney's fees) required to be paid by the Applicant in relation to any Claims referenced herein, which shall be placed into a deposit account from which the City may draw as such costs, expenses, and fees are incurred. Within 14 days after receiving written notice from the City, the Applicant shall replenish the deposit account in the amount the City determines is necessary in the context of the further defense of such Claims. To the extent such deposit is required by the City, the amount of such deposit and related terms and obligations shall be expressed in a written Deposit Account Agreement, subject to the City Attorney's approval as to form. The City, in its sole and reasonable discretion, shall determine the amount of any initial deposits or subsequent deposits of funds, and the Applicant may provide documentation or information for the City to consider in making its determinations. Nothing within this subsection shall be construed as to relieve the Applicant's obligations to indemnify, hold harmless, or defend the City as otherwise stated herein.

B. Construction, Maintenance, and Operation Obligations:

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

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

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

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

3. **Utilities.** All new utilities and utility runs shall be underground, or fee payment in-lieu subject to the satisfaction of the City Engineer.
4. **Signage.** All proposed signage associated with the Project must comply with Article 66 (Sign Ordinance) of the Escondido Zoning Code and the sign plans included in Exhibit "B" to this ordinance. Separate sign permits will be required for Project signage. All non-conforming signs shall be removed. The Applicant shall submit with any sign permit a list of all signs to be removed and retained, along with any new signage proposed.
5. **Noise.** All Project generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08).

6. **Lighting.** All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting Ordinance) of the Escondido Zoning Code.
7. **General Property Maintenance.** The property owner or management company shall maintain the property in good visual and functional condition. This shall include, but not be limited to, all exterior elements of the buildings such as paint, roof, paving, signs, lighting and landscaping. The Applicant shall paint and re-paint all building exteriors, accessory equipment, and utility boxes servicing the Project, as necessary to maintain clean, safe, and efficient appearances.
8. **Anti-Graffiti.** The Applicant shall remove all graffiti from buildings and wall surfaces within 48 hours of defacement, including all areas of the job site for when the Project is under construction.
9. **Anti-Litter.** The site and surrounding area shall be maintained free of litter, refuse, and debris. Cleaning shall include keeping all publicly used areas free of litter, trash, and garbage.
10. **Roof, Wall, and Ground Level Equipment.** All mechanical equipment shall be screened and concealed from view in accordance with Section 33-1085 of the Escondido Zoning Code.
11. **Trash Enclosures.** All appropriate trash enclosures or other approved trash systems shall be approved by the Planning and Engineering Division. The property owner or management company shall be responsible for ensuring that enclosures are easily assessable for garbage and recyclables collection; and that the area is managed in a clean, safe, and efficient manner. Trash enclosure covers shall be closed when not in use. Trash enclosures shall be regularly emptied. There shall be the prompt removal of visible signs of overflow of garbage, smells emanating from enclosure, graffiti, pests, and vermin.
12. **Staging Construction Areas.** All staging areas shall be conducted on the subject property, subject to approval of the Engineering Department. Off-site staging areas, if any, shall be approved through the issuance of an off-site staging area permit/agreement.
13. **Disturbance Coordinator.** The Applicant shall designate and provide a point-of-contact whose responsibilities shall include overseeing the implementation of Project, compliance with Permit terms and conditions, and responding to neighborhood concerns.
14. **Construction Waste Reduction, Disposal, and Recycling.** Applicant shall recycle or salvage for reuse a minimum of 65% of the non-hazardous construction and demolition waste for residential Projects or portions thereof in accordance with either Section 4.408.2, 4.408.3, or 4.408.4 of the California Green Building Standards Code; and/or for non-residential Projects or portions thereof in accordance with either Section 5.408.1.1, 5.408.1.2, or 5.408.1.3 of the California Green Building Standards Code. In order to ensure compliance with the waste diversion goals for all residential and non-residential construction Projects, the Applicant must submit appropriate documentation as described in Section 4.408.5 of the California Green Building Standards Code for residential Projects or portions thereof, or Section 5.408.1.4 for non-residential Projects or portions thereof,

demonstrating compliance with the California Green Building Standards Code sections cited above.

15. **Construction Equipment Emissions.** Applicant shall incorporate measures that reduce construction and operational emissions. Prior to the City's issuance of the demolition and grading permits for the Project, the Applicant shall demonstrate to the satisfaction of the Planning Division that its construction contractor will use a construction fleet wherein all 50-horsepower or greater diesel-powered equipment is powered with California Air Resources Board ("CARB") certified Tier 4 Interim engines or equipment outfitted with CARB-verified diesel particulate filters. An exemption from this requirement may be granted if (i) the Applicant provides documentation demonstrating that equipment with Tier 4 Interim engines are not reasonably available, and (ii) functionally equivalent diesel PM emission totals can be achieved for the Project from other combinations of construction equipment. Before an exemption may be granted, the Applicant's construction contractor shall demonstrate to the satisfaction of the Director of Development Services that (i) at least two construction fleet owners/operators in San Diego County were contacted and those owners/operators confirmed Tier 4 Interim equipment could not be located within San Diego County during the desired construction schedule, and (ii) the proposed replacement equipment has been evaluated using the California Emissions Estimator Model ("CalEEMod") or other industry standard emission estimation method, and documentation provided to the Planning Division confirms that necessary Project-generated functional equivalencies in the diesel PM emissions level are achieved.
16. **Phasing.** A phasing plan shall be submitted for all Projects which include more than one building. The phasing plan shall identify the order in which all on- and off-site improvements will be installed, including triggers for improvements resulting from mitigation measures placed on the Project through the environmental review process or required for General Plan conformance. The plan shall also identify the order in which structures will be built and occupied, the location of construction fencing at each phase of construction, and any other means necessary to prevent conflicts between construction traffic and users of the occupied buildings. The phasing plan shall be approved by the City Planner, Building Official, City Engineer and Fire Marshal prior to the issuance of a grading permit for the Project. The phasing plan shall not be modified without written consent from the City of Escondido.

C. Parking and Loading/Unloading.

1. A minimum of 18 parking spaces shall be provided at all times. Said parking spaces provided by the Applicant, and any additional parking spaces provided above the required minimum amount, shall be dimensioned per City standards and be maintained in a clean, well-marked condition. The striping shall be drawn on the plans or a note shall be included indicating double-striping per City standards.
2. Parking for disabled persons shall be provided (including "Van Accessible" spaces) in full compliance with the State Building Code.
3. In accordance with the California Green Building Standard Code, at least eight percent of the total number of required spaces shall be designated for clean air vehicles (CAV), and shall be shown on the revised site plan to the satisfaction of the Planning and Building divisions.

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

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

1. Landscaped areas shall be maintained in a flourishing manner. Appropriate irrigation shall be provided for all landscape areas and be maintained in a fully operational condition.
2. All existing planting and planter areas, including areas within the public right-of-way, shall be repaired and landscaping brought into compliance with current standards. All dead plant material shall be removed and replaced by the property owner or management company.
3. If at the time of planning final inspection that it is determined that sufficient screening is not provided, the Applicant shall be required to provide additional landscaping improvements to the satisfaction of the Planning Division.
4. The landscaped areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan.
5. Failure to maintain landscaping and the site in general may result in the setting of a public hearing to revoke or modify the Permit approval.
6. **Landscaping Plans.** Applicant shall install all required improvements including screening walls, retaining walls, storm improvements, and landscaping in substantial conformance to the planting and irrigation schedule as shown on the final Approved Plan set.
 - a. A final landscape and irrigation plan shall be submitted to the Engineering Services Department for review and approval, if meeting any of the criteria listed under Section 33-1323 of the Zoning Code. Five copies of detailed landscape and irrigation plans shall be submitted to the Engineering Services Department with the second submittal of the grading plan. The initial submittal of the landscape plans shall include the required plan check fees, paid in accordance with the prevailing fee schedule in effect at the time of submittal. Details of Project fencing and walls, including materials and colors, shall be provided on the landscape plans. (Building permits may also be required.) The landscape and irrigation plans shall be reviewed and approved by the Planning Division and Engineering Services Department prior to issuance of grading permits, and shall be equivalent or superior to the conceptual landscape plans included as part of the Approved Plan set, to the satisfaction of the Planning Division. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Landscape Standards) of the Escondido Zoning Code, except where stricter requirements are imposed by the State of California.

- b. Screening walls, retaining walls, storm improvements, and landscaping (i.e. planting and irrigation) is to be provided prior to final occupancy.
- c. The installation of the landscaping and irrigation shall be inspected by the Project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The Applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.
- d. Any new freestanding walls and/or retaining walls shall incorporate decorative materials or finishes, and shall be indicated on the landscaping plans. (Building permits may also be required.) All freestanding walls visible from points beyond the Project site shall be treated with a protective sealant coating to facilitate graffiti removal. The sealant shall be a type satisfactory to the Director of Development Services.
- e. New or retrofitted trash enclosures shall accommodate vertical climbing plants, vines with support trellis panels, clinging non-deciduous or fast growing shrubbery that will screen the enclosures wall surface. The Director of Development Services shall find that the proposed landscaping design, material, or method provides approximate equivalence to the specific requirements of this condition or is otherwise satisfactory and complies with the intent of these provisions.

E. Specific Planning Division Conditions:

1. The applicant shall be responsible for replacing mature trees onsite at a ratio of 1:1 with preference towards trees of equal size and caliper. The replacement trees shall be shown on the landscape plans and shall be approved by the Director of Development Services, or their designee, prior to approval of the landscaping plans.

F. Specific Fire Department Conditions:

1. A minimum fire flow of 1,500 GPM at 20 PSI is required.
2. Adequate water supply and all-weather paved access shall be in place prior to bringing combustibles/lumber on-site.

G. Specific Engineering Division Conditions:

GENERAL

1. The applicant shall provide the City Engineer with a Title Report covering subject property.
2. The location of all existing on-site and adjacent utilities and storm drain facilities shall be determined by the Developer's engineer. If a conflict occurs with the proposed Project or improvements, arrangements for relocation of the conflicting utilities/facilities shall be made with the owner of the utility/facility prior to approval of the Grading Plans. This utility/facility relocation work shall be completed prior to issuance of Building Permits.

3. Improvement plans prepared by a Civil Engineer, required for all public street, utility, and storm drain improvements, and Grading/Private Improvement plans prepared by Civil Engineer, required for all grading, drainage and private onsite improvement design, shall be submitted for review through the City's virtual plan review portal as a single package containing all items on the Engineering Initial Submittal Checklists. Landscaping Plans shall be prepared by a Landscape Architect.
4. A surety for the construction of required off-site and/or on-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the developer with the City of Escondido prior to the approval of the Grading Plan. The Developer shall post securities in accordance with the City prepared Bond and Fee Letter based on a final Engineer's Estimate of Grading and Improvements Cost prepared by the Project engineer. The Developer is required to provide a Cash Clean Up deposit for all grading, landscaping, private Improvements and onsite drainage improvements prior to approval of Grading Plans and issuance of Grading Permit. This Cash Clean Up Deposit amount shall be 10% of the total cost of the Project private improvements, drainage and landscaping. The Developer is required to provide Performance (100% of total public improvement cost estimate), Labor and Material (50% of total public improvement cost estimate) and Guarantee and Warrantee (10 % of total public improvement cost estimate) bonds for all public improvements prior to approval of the Improvement Plans and issuance of Building Permits. All improvements shall be completed prior to issuance of a Certificate of Occupancy.
5. No Building Permits shall be issued for any construction until the Grading permit is issued, rough grade certification is attained and either:
 - a) All conditions of the Site Development Plan have been fulfilled: or
 - b) Those conditions unfulfilled at the time of an application for Building Permits shall be secured and agreements executed in a form and manner satisfactory to the City Attorney and City Engineer.
6. If site conditions change adjacent to the proposed development prior to completion of the Project, the developer will be responsible to modify his/her improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer.
7. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be determined by and corrected to the satisfaction of the City Engineer.
8. The Developer's engineer shall submit to the Planning Department a copy of the Site Development Plan as presented to the Planning Commission and/or the City Council. The Site Development Plan will be signed by the Planning Department verifying that it is an accurate reproduction of the approved Site Development Plan and must be included in the first submittal for plan check to the Engineering Department.

STREET IMPROVEMENTS AND TRAFFIC

1. Public street and drainage improvements shall be constructed to City Standards as required by the Subdivision Ordinance and to the satisfaction of the City Engineer prior to occupancy. Specific details, including final street improvement widths, right-of-way widths, concrete curb and gutters, curb returns and pedestrian ramps, drainage, lighting, etc. shall be to the satisfaction of the City Engineer.
2. Prior to occupancy the developer shall construct street improvements, including but not limited to, concrete curb, gutter, sidewalk, street lights, street trees, paving and base on the

following street adjoining the Project boundary:

STREET

Tanglewood Lane

CLASSIFICATION

Local Collector (42/62)

See appropriate typical sections in the current Escondido Design Standards for additional details.

3. Improvement plans prepared by a Civil Engineer are required for all public street and utility improvements.
4. Access to this Project shall be improved with alley-type driveways in accordance with Escondido Standard Drawing No. G-5-E with a minimum throat width of 24 feet.
5. All on-site driveways, and parking areas shall be private. Typical sections and design details shall be to the satisfaction of the City Engineer and Community Development Director. Sidewalk construction shall be contiguous to the curb in accordance with current Escondido Design Standards.
6. Final street improvements shall be to the satisfaction of the City Engineer.
7. Plans for construction within any easement or right-of-way under a jurisdiction other than the City of Escondido will be subject to the review by both the City of Escondido and the other jurisdiction. The developer shall be responsible for securing all necessary permits from the appropriate agencies.
8. The developer will be required to provide a detailed detour and traffic control plan, for all construction within existing rights-of-way, to the satisfaction of the Traffic Engineer and the Field Engineer. This plan shall be approved prior to the issuance of an Encroachment Permit for construction within the public right-of-way.
9. The developer's engineer shall prepare a complete signing and striping plan for all improved roadways. The developer's contractor shall complete all necessary removal of existing striping and signage and shall install all new signing and striping per the approved plans and as directed by the Field Engineer.
10. The Project is subject to the vacation of public rights-of-way within or adjoining the Project boundary. Specific areas to be vacated shall be determined to the satisfaction of the City Engineer. The street vacation must be approved by the City Council prior to recordation of the Final Map. The developer shall be responsible for relocation of all existing utilities within this street vacation.
11. The developer may be responsible for an overlay of Tanglewood Lane due to the many utility trenches necessary to serve this Project. The determination of the extent of the overlay shall be to the satisfaction of the City Engineer.
12. Adequate horizontal sight distance shall be provided at all street intersections. Increased parkway widths, open space easements, and restrictions on landscaping shall be provided for adequate sight distance and subject to approval of the City Engineer.

13. The Project shall be designed to comply with the maximum grade of intersecting streets of 6% per the Escondido Design Standards.
14. Pedestrian access routes shall be provided into the Project to the satisfaction of the City Engineer.
15. The developer shall be required to remove and relocate the existing LED street light in accordance with Escondido Standard Drawing No. E-1-E.
16. The Project shall provide stripping for a continental cross walk at the intersection of Tanglewood Lane and Auto Park Way for pedestrians traveling East or West across Tanglewood Lane.

GRADING

1. A site grading and erosion control plan prepared by a registered Civil Engineer shall be approved by the Engineering Department. The first submittal of the grading plan shall be accompanied by a digital copy of the preliminary soils and geotechnical report. The soils engineer will be required to indicate in the soils report that he/she has reviewed the grading design and found it to be in conformance with his/her recommendations.
2. Erosion control, including riprap, interim slope planting, sandbags, or other erosion control measures shall be provided to control sediment and silt from the Project. The developer shall be responsible for maintaining all erosion control facilities throughout the Project.
3. The developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.
4. A Construction General Permit is required from the State Water Resources Control Board for all storm water discharges associated with a construction activity where clearing, grading, and excavation results in a land disturbance of one or more acres.
5. Lot drainage shall meet the requirements of current Escondido Design Standards, to the satisfaction of the City Engineer, and shall include the construction of necessary brow ditches.
6. The developer will be required to obtain permission from adjoining property owners for any off-site grading and slopes necessary to construct the Project and/or the required improvements..
7. All driveway grades shall conform to current Escondido Design Standards and Escondido Standard Drawings.
8. All proposed retaining walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retaining wall design is in conformance with the recommendations and specifications as outlined in their report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by the Regional or City Standard Drawings. The cost of any independent third party review deemed necessary by the City Engineer shall be reimbursed by the developer. Retaining walls or deepened footings that are to be constructed as part of building structure will be permitted as part of the Building Department plan review and permit process.

9. Trash enclosures shall be constructed to comply with storm water quality management requirements to the satisfaction of the City Engineer.

DRAINAGE

1. Final on-site and off-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a drainage study to be prepared by the Engineer of Work. The drainage study shall be in conformance with the City of Escondido Design Standards.
2. All on-site storm drains not in public easements are private. The responsibility for maintenance of these storm drains shall be that of the private owner.
3. The Project shall limit drainage flows to their pre-construction rates. Details and calculations for the detention basin shall be submitted and approved as part of the grading plan check.
4. A Storm Water Quality Management Plan (SWQMP) in compliance with the City's latest adopted Storm Water Design Manual shall be prepared for all newly created or replaced onsite impervious areas, impervious frontage, and required offsite improvements. The SWQMP shall be submitted for approval with the final improvement and grading plans. The SWQMP shall include hydro-modification calculations, treatment calculations, post-construction storm water treatment measures, and maintenance requirements.
5. All site drainage with emphasis on the roadway, parking, and driveway areas shall be treated to remove expected contaminants using a high efficiency non-mechanical method of treatment. The City highly encourages the use of bio-retention areas as the primary method of storm water retention and treatment. The landscape plans will need to reflect these areas of storm water treatment.
6. Site Design and Source Control Best Management Practices (BMPs) shall be implemented to the maximum extent practicable. Downspouts from buildings shall be directed to landscaping to allow the infiltration of runoff into the ground. Where feasible, runoff from the hardscape areas shall be directed to landscaped areas to allow infiltration into the ground.
7. The Developer's engineer shall design and the Developer shall construct any permeable surfaces proposed for the Project to the specifications of the County of San Diego Green Streets manual in effect at the time the grading permits are issued. All permeable surfaces within the Project footprint that are subject to vehicular traffic shall be designed for H20 loading.
8. The Project owner shall perpetually maintain all permeable surfaces in accordance to the standards established by the County of San Diego Green Streets manual in effect at the time

the grading permits are issued. City shall have the right to inspect all permeable surfaces as needed to ensure they function as designed. City shall have the right to require qualified third party testing at the property owner's expense when surface failure is suspected. Contractor qualifications are outlined in the County of SD Green Streets manual. The Project owner will be required to repair or reinstall the permeable surface for all failing surfaces to County of SD Green Streets manual standards in place at the time of the grading permit. In the event of failure to maintain the permeable pavers system that result in not functioning as designed, the Project owner will be responsible to replace the pervious pavers system with an alternate method of storm water treatment system or will be required to transition the Project to a priority storm water development Project by complying with the applicable requirements, including development of a Storm Water Quality Management Plan and the installation of structural best management practices.

9. The developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement.

WATER SUPPLY

1. The final locations and sizing of all required water mains, water services, fire hydrants, detector check assemblies, and other water appurtenances shall be designed and installed to the satisfaction of the Director of Utilities and the Utilities Engineer.
2. All on-site water lines and backflow prevention devices beyond the City water meter or DCA shall be considered a private water system. The property shall be responsible for all maintenance of these water lines and appurtenances.
3. A 1-inch minimum water service, 1-inch water meter, and backflow prevention device shall be required for domestic water supply per City of Escondido Design Standards and Standard Drawings. Water meters and backflow prevention devices shall not be installed within a driveway apron or on private drive areas.
4. No trees or deep-rooted bushes shall be planted within 10-feet of any water mains
5. There shall be no permanent structures located within the City's Public utility Easements.
6. Backflow prevention assemblies are private and should be located on private property. Backflows shall be located directly behind the public meter.
7. Any water services to be replaced, reconnected or relocated as a part of this Project shall be replaced in entirety from the public water main to the public water meter to the satisfaction of the Utilities Engineer and Water Distribution Department.
8. Any fire hydrants to be replaced, reconnected or relocated as a part of this Project shall be replaced in entirety from the public water main to the fire hydrant per the satisfaction of the Utilities Engineer and Water Distribution.

9. The Developer shall disconnect at the public main, all water services and fire hydrants laterals to be abandoned, to the satisfaction of the Utilities Engineer and Water Distribution Department.

SEWER

1. A private 6-inch minimum PVC sewer lateral with a standard clean-out within 18-inches of the Public Utility Easement or ROW shall be constructed for each lot and shown on the Improvement and Grading plans. Sewer laterals less than 8-inches in diameter shall connect to the sewer main with a wye or Inserta-Tee.
2. All sewer laterals shall be constructed per current City of Escondido Design Standards and Standard Drawings and per the current Uniform Plumbing Code.
3. No trees or deep-rooted bushes shall be planted within 15-feet of any sewer main or within 10-feet of any sewer lateral. Sewer laterals shall be 5-feet horizontally clear from other utilities.
4. All sewer laterals shall be considered a private sewer system. The property owner shall be responsible for all maintenance of sewer laterals to the public sewer main.
5. Any sewer mains, laterals, and appurtenances shall be designed and constructed per current City of Escondido Design Standards and Standard Drawings, and to the satisfaction of the Utilities Engineer.
6. The Project design shall be such that all existing or new sewer manholes are accessible at all times by City Vector trucks for maintenance.
7. The Developer shall cap and plug at the public sewer main all sewer lines and laterals to be abandoned, to the satisfaction of the Utilities Engineer and the City Inspector.
8. The location of all sewer laterals shall be shown on the grading and improvement plans.

LANDSCAPE

1. A site landscaping and irrigation plan shall be submitted to the Engineering Department with the second submittal of the grading plan. The initial submittal of the landscape plans shall include the required plan check fees in effect at the time of the submittal.
2. Permanent landscaping shall be installed along the Project frontage and all areas disturbed by the Project (including offsite areas). The landscaping, including storm water treatment BMPs, shall be maintained by Private owner.

EASEMENTS AND DEDICATIONS

1. The developer shall make all necessary dedications (or, if appropriate, offer of dedications) for public rights-of-way for Tanglewood Lane contiguous to the Project to bring the roadway to the required classification.

UTILITY UNDERGROUNDING AND RELOCATION

1. The developer shall sign a written agreement stating that he has made all such arrangements as may be necessary to coordinate and provide utility construction. All new utilities shall be constructed underground.



PLANNING COMMISSION

Agenda Item No.: **G.1**
Date: **November 8, 2022**

PROJECT NUMBER / NAME: PL22-0325, PL22-0326 / Starbucks Coffee

REQUEST: A request for a Master Development Plan and Precise Development Plan to facilitate the construction of a 1,023 square-foot drive-through coffee facility, along with associated on-site improvements including, but not limited to, dual drive-through lanes, trash enclosures, off-street parking, landscaping, and signage.

LOCATION: 1525 Tanglewood Lane

APPLICANT: NewMark Merrill Companies

APN / APNS: 235-090-35-00

PRIMARY REPRESENTATIVE:
Barret Bradley

GENERAL PLAN / ZONING: Planned
Commercial (PC) / Planned Development –
Commercial (PD-C)

DISCRETIONARY ACTIONS REQUESTED: Master Development Plan and Precise Development Plan

PREVIOUS ACTIONS: None

PROJECT PLANNER: Ivan Flores, Associate Planner

CEQA RECOMMENDATION: Categorical Exemption – CEQA Guidelines sections 15303 (New Construction or Conversion of Small Structures) and 15332 (In-Fill Development Projects)

STAFF RECOMMENDATION: Approval

REQUESTED ACTION: Approve Planning Commission Resolution No 2022-12

CITY COUNCIL HEARING REQUIRED: YES NO

REPORT APPROVALS:

- Andrew Firestine, Director of Development Services
 Adam Finestone, City Planner

Project Name: PL22-0325/PL22-0326
 Planning Commission Meeting
 Date: November 08, 2022

A. BACKGROUND:

The subject property has been primarily used for residential purposes. It was re-zoned to Planned Development – Commercial; however, no Planned Development has ever been processed for the property. The project is located on the south side of Tanglewood Lane, south of Auto Park Way and west of Interstate 15, addressed at 1525 Tanglewood Lane (APN: 235-090-35-00).

B. SUMMARY OF REQUEST:

NewMark Merrill Companies (“Applicant”) has applied for a Master and Precise Development Plan for the redevelopment of a site within the Planned Development – Commercial (PD-C) zone and having a General Plan land use designation of Planned Commercial (PC). The redevelopment of the site includes the demolition of an existing single-family residence, construction of a 1,023 square foot coffee facility with dual drive-through lanes, along with associated site improvements including but not limited to: landscaping, off-street parking, street improvements, and signage (“Project”). The Project will provide 18 off-street parking spaces, and two drive-through lanes that can accommodate a total of 18 vehicles. No indoor area is provided for customers. Project plans are attached to draft Planning Commission Resolution No. 2022-12 as exhibit “B,” which itself is attached to this staff report as Attachment 5. Additionally, site photos are attached to this staff report as Attachment 3.

C. SUPPLEMENTAL DETAILS OF REQUEST:

| | | |
|--|---------------------------------|------------------|
| 1. Property Size: | .53 acres | |
| | <u>General Commercial (CG)</u> | <u>Provided:</u> |
| | <u>Zone Requirements*</u> | |
| 2. Lot Coverage / Floor Area Ratio: | None | 4.27% |
| 3. Building Height: | None (Uniform Building Code) | 23'-0" |
| 4. Motor Vehicle Parking: | 20 | 18 |
| 5. Bicycle Parking: | 1 space per/2,500 sq. ft | 1 |
| 6. Setbacks | | |
| a) Front Yard | None | 43'-0" |
| b) Rear Yard | None | 26'-9" |
| c) Side Yard | None | 99'-0" |

Project Name: PL22-0325/PL22-0326
 Planning Commission Meeting
 Date: November 08, 2022

- | | |
|------------------------------|--|
| 7. Trees: | 1:1 for mature trees that are 20** replaced |
| 8. Signage: | All proposed signage will be subject to the development standards outlined in the Master Development Plan. |
| 9. Trash: | Covered trash enclosure provide on-site |
| 10. Lighting: | Outdoor lighting subject to Article 35 |
| 11. Heating and Ventilation: | Heating, ventilation, and air condition (HVAC) units would be installed on the roof. Parapets are incorporated into roof design to screen units. |

*Development standards for Planned Development zones are established on a case-by-case basis. Development standards for the CG zone are provided for comparison purposes.

**Conditions of approval will require replacement of mature trees at a 1:1 ratio

D. PROJECT ANALYSIS:

1. General Plan Conformance:

The subject site is located within the Planned Commercial (PC) land use designation of the City's General Plan. The intent of this land use designation is to allow for the flexibility in design of the site. The site is within the Promenade Retail Center and Vicinity Target Area which outlines several guiding principles for development within this area, such as:

Guiding principle #3: Commercial uses shall include automobile sales and compatible uses. Single family residential uses near I-15 shall transition to commercial through separate development applications.

Commercial Land Use Policy 8.8: Generally, encourage commercial development west of the I-15 freeway to uses that serve the immediate surrounding areas and regional high-volume centers requiring freeway access and visibility that are compatible with surrounding land uses

2. Zoning or Specific Plan Conformance:

The subject site is located within the Planned Development – Commercial ("PD-C") zone. Properties with the Planned Development ("PD") zones are subject to Article 19 of the Escondido Zoning Code. The purpose of the PD zone is to provide a more flexible regulatory procedure for fulfilling the goals and policies of the City's General Plan. Article 19 stipulates that land use activities shall be limited exclusively to such uses as are permitted or conditionally permitted in the underlying zone. The proposed drive-through facility would be permitted in the General Commercial (CG) zoning district pursuant to a Conditional Use Permit. The Project would conform with development standards outlined in the CG zoning district relative to setbacks, building height, landscaping, and off-street parking.

Project Name: PL22-0325/PL22-0326
 Planning Commission Meeting
 Date: November 08, 2022

3. Climate Action Plan Consistency:

The City's ability to grow its population and economy while meeting reduction targets for greenhouse gas ("GHG") emissions will require broad-based community participation. The Climate Action Plan ("CAP") is intended to achieve reductions from all sources and sectors, existing and new. This is emphasized by the fact that the City's GHG reduction targets are a reduction below baseline GHG emissions. Therefore, GHG emissions in the City need to be reduced below existing levels, while additional GHG emissions are generated by growth through 2035. As such, new development can contribute its fair share of GHG reductions by complying with CAP strategies, goals, and actions that were determined to be applicable through the Checklist development process outlined in the CAP, or through a self-developed program. The City adopted a revised Climate Action Plan on March 10, 2021. A checklist is required for discretionary projects that are subject to and not exempt from CEQA. Projects that are exempt from CEQA are deemed to be consistent with the City's CAP, with the exception of the Class 32 "In-Fill Development Projects" categorical exemption. These types of projects are required to demonstrate consistency with the CAP through the Checklist. The 2021 CAP established a screening threshold of 500 MTCO_{2e} per year for commercial projects with a building size of 20,000 square feet or more. The proposed project consists of a 1,050 square-foot commercial building, and thus is considered to be less than significant and is not subject to the measures of the Climate Action Plan.

4. Site Design:

a) Grading, topography, retaining walls, and fencing:

The project includes very minimal grading of the existing topography of the site and will import approximately 65 net cubic yards (CY). The adjacent elevation to the west is 674.29 at finished surface, and the subject site will be approximately 15 feet above the adjacent property with a 689.55 finished pad. The pad remains relatively flat, resulting in it dropping below the street level of Tanglewood Lane by up to nine feet as one travels south along the property frontage. The project includes retaining walls approximately three feet at the lowest point to seven feet at the highest point. The retaining walls will be constructed of decorative material and painted to match the proposed building.

b) Project Access and Circulation:

Tanglewood Lane will be the only point of access onto the site and provides access to the parking lot and drive-through lanes. The drive-through has been designed with dual lanes that can accommodate a total of 18 vehicles, and there are 18 off-street parking spaces provided on-site.

c) Building Orientation:

The building is located adjacent to the drive-through with the drive-through lanes located towards the rear (south) of the property. The drive-through lanes will be screened by the topography of the site due to the landscaping adjacent to Tanglewood Lane being on a down slope and the drive-through lanes located at the toe of the slope.

Project Name: PL22-0325/PL22-0326
Planning Commission Meeting
Date: November 08, 2022

d) Open space and Landscaping:

The project site will have 34.2% landscaping on site which will include a range of street trees, parking lot trees, hedge screening, ground cover, and accent plantings. As shown on the sections accompanying the landscape plans, the drive-through lanes and off-street parking spaces will be screened via the use of berming, landscaping, and tree placement. The proposed landscape palette consists of the Hybrid Fan Palm, Desert Museum Palo Verde, Gem Coast Rosemary, Laurel Cherry, and Davis Gold Tyon; a variety of shrubs and groundcover are also proposed.

e) Parking

The applicant will be providing 18 off-street parking spaces on-site. Generally, a project of this size and type would require 20 off-street parking spaces as outlined in Article 39 - Off-Street Parking – of the Escondido Zoning Code (“EZC”). As discussed earlier, properties in the PD-C zone are not subject to the general requirements of the EZC in order to allow for flexible design of the site. Due to the nature of the type of use, 20 off-street parking spaces are not necessary, especially because it is only a drive-through service and does not include indoor seating; additionally, the queueing in lanes can accommodate 18 vehicles in the drive-through lanes.

5. Building Design:

The project consists of a one-story stand-alone building that is approximately 23'-0" in height (top of parapet). The applicant is proposing a mix of exterior cement plaster finish, composite wood siding, and metal canopies, and is utilizing an aluminum storefront window design. The proposed colors for the exterior material are high reflective white (light white), web gray (dark gray), perle noir (grayish/purple). The proposal utilizes metal canopies and awnings to provide additional articulation on the building by avoiding flat surfaces throughout the elevations.

6. Signage

Article 66 of the Escondido Zoning Code (EZC) contains the sign regulations for the various zoning districts. Section 33-1390 (b)(1) of Article 66 stipulates that signs located in specific planning areas (SP zones) or planned developments (PD zones) are not subject its provisions. The applicant has prepared a comprehensive program which provides for the regulation of directional, wall, freestanding, and freeway-oriented signage. Any proposed signage would be subject to a building permit, and would be reviewed in conformance with the approved sign program associated with the Master Development Plan.

The applicant is proposing a 65'-0" high freeway-oriented pylon sign in order achieve visibility from the freeway. The freeway is approximately 28'-0" above-grade and would expose 37'-0" of the sign. The proposed height would not exceed 80'-0" as outlined in Article 66, and is generally in conformance with the sign requirements for this type of use.

Project Name: PL22-0325/PL22-0326
Planning Commission Meeting
Date: November 08, 2022

E. ENVIRONMENTAL STATUS:

California Environmental Quality Act ("CEQA") Guidelines list classes of projects that have been determined not to have a significant effect on the environment and as a result are exempt from further environmental review under CEQA. The Project qualifies for an exemption under CEQA Guidelines sections 15303 (New Construction or Conversion of Small Structure) and 15332 (In-Fill Development Projects). The CEQA Notice of Exemption prepared for the Project is included with this staff report as Attachment 4 for reference. The Notice of Exemption demonstrates that the Project qualifies for these exemptions and will not have a significant effect on the environment.

F. PUBLIC INPUT:

The project was noticed consistent with the requirements of both the Escondido Zoning Code and the State Law. Staff has not received any correspondence from the public regarding the project as of the preparation of this report.

G. CONCLUSION AND RECOMMENDATION:

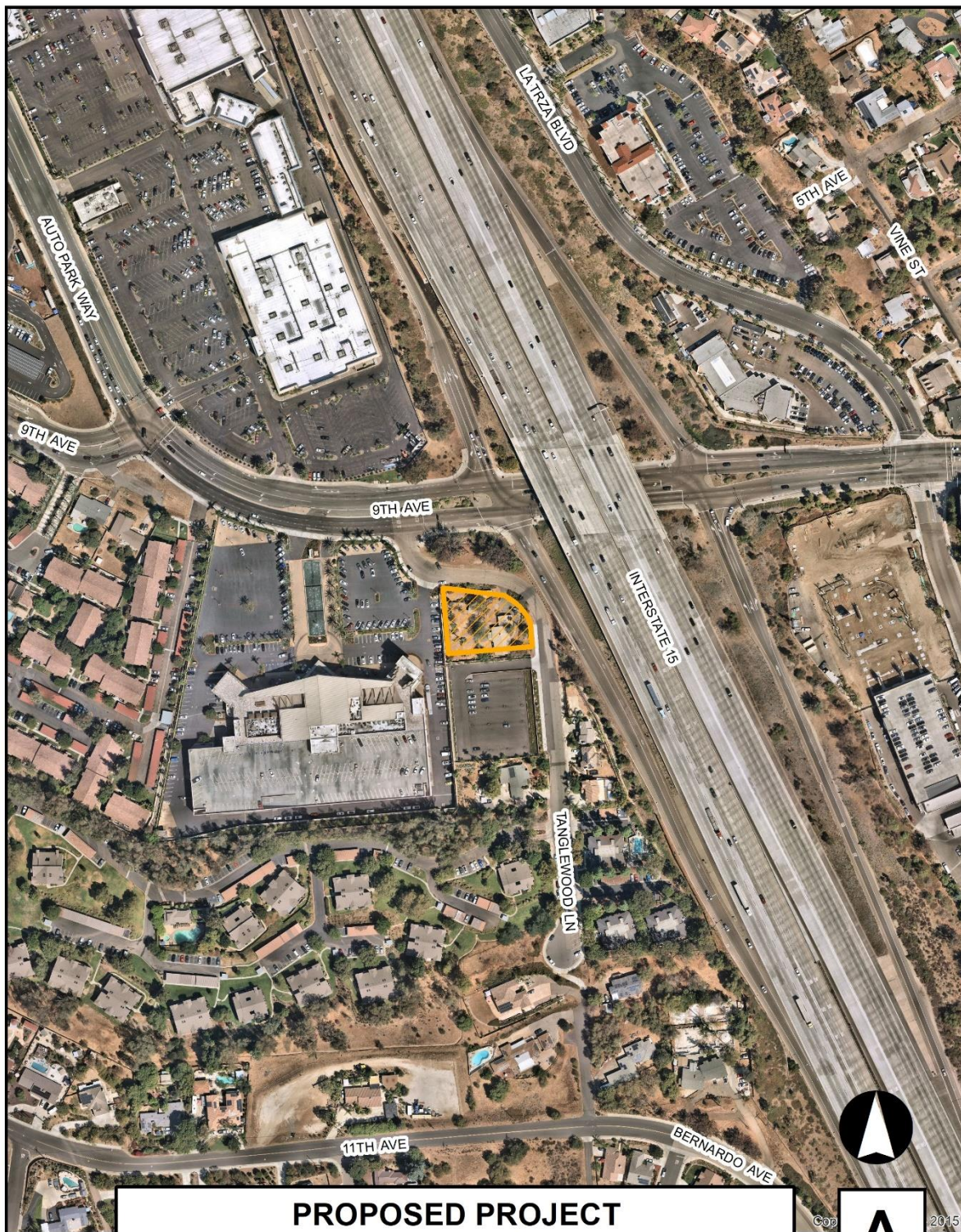
Staff has found that the Project is consistent with the guiding principles identified in the Land Use and Community Form chapter of the Escondido General Plan. The Project is designed in conformance with the applicable development standards and design guidelines, and will contribute to the revitalization of an underutilized site. Staff recommends that the Planning Commission adopt Resolution No. 2022-12, recommending approval of the Master Development Plan and Precise Development Plan to the City Council, as described in this staff report and as detailed in Exhibits "A" through "D" of the resolution. The draft Planning Commission Resolution No. 2022-12, including Exhibits A, B, C, and D thereto, is included with this staff report as Attachment 5.

ATTACHMENTS:

1. Attachment 1 - Location and General Plan Map
2. Attachment 2 - Project Plans
3. Attachment 3 - Site Photos
4. Attachment 4 - Notice of Exemption
5. Attachment 5 - Draft Resolution No. 2022-12 including Exhibits A, B, C, and D

Project Name: PL22-0325/PL22-0326
Planning Commission Meeting
Date: November 08, 2022

Attachment 1
Location Map, General Plan, and Zoning Map



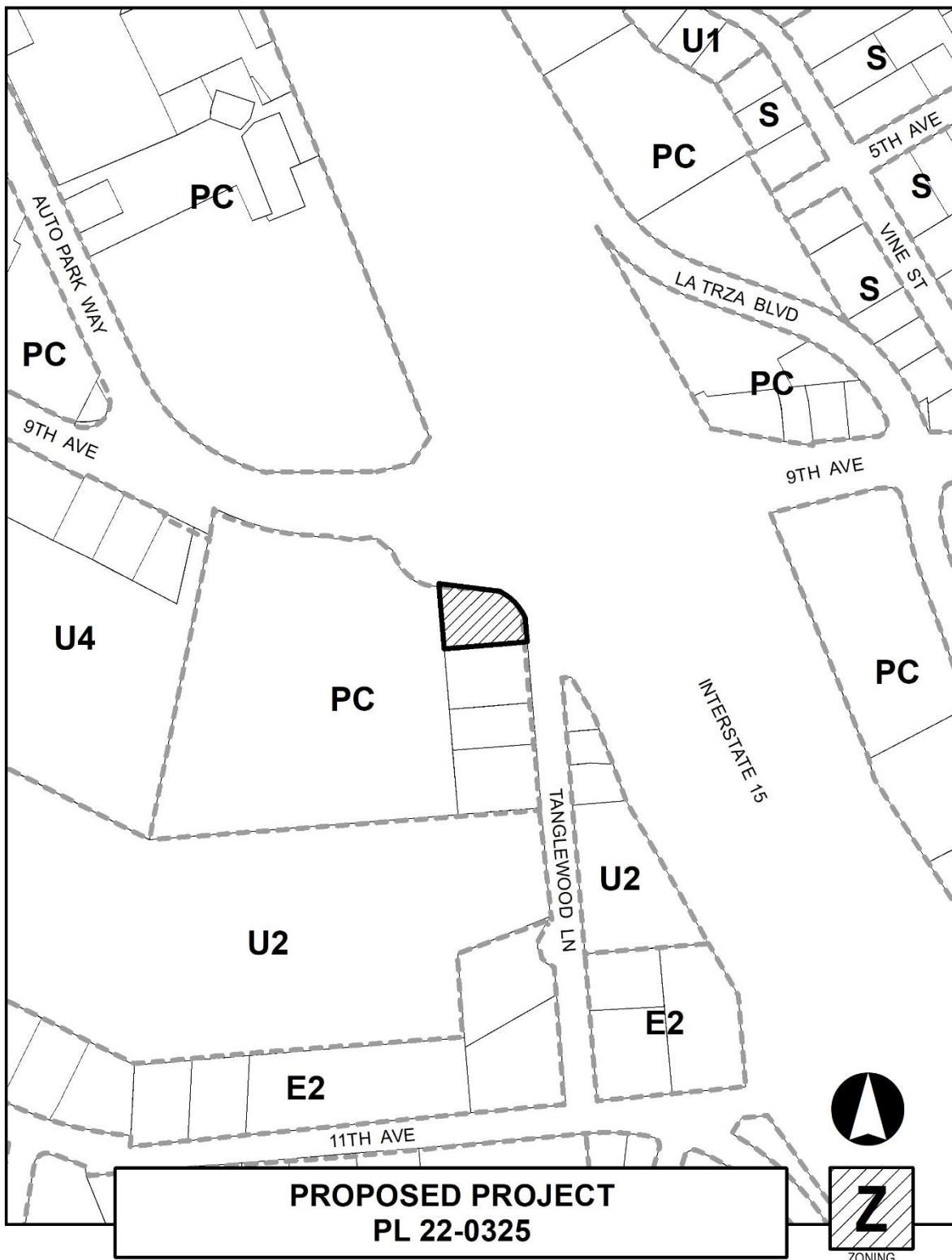
**PROPOSED PROJECT
PL 22-0325**



A

AERIAL

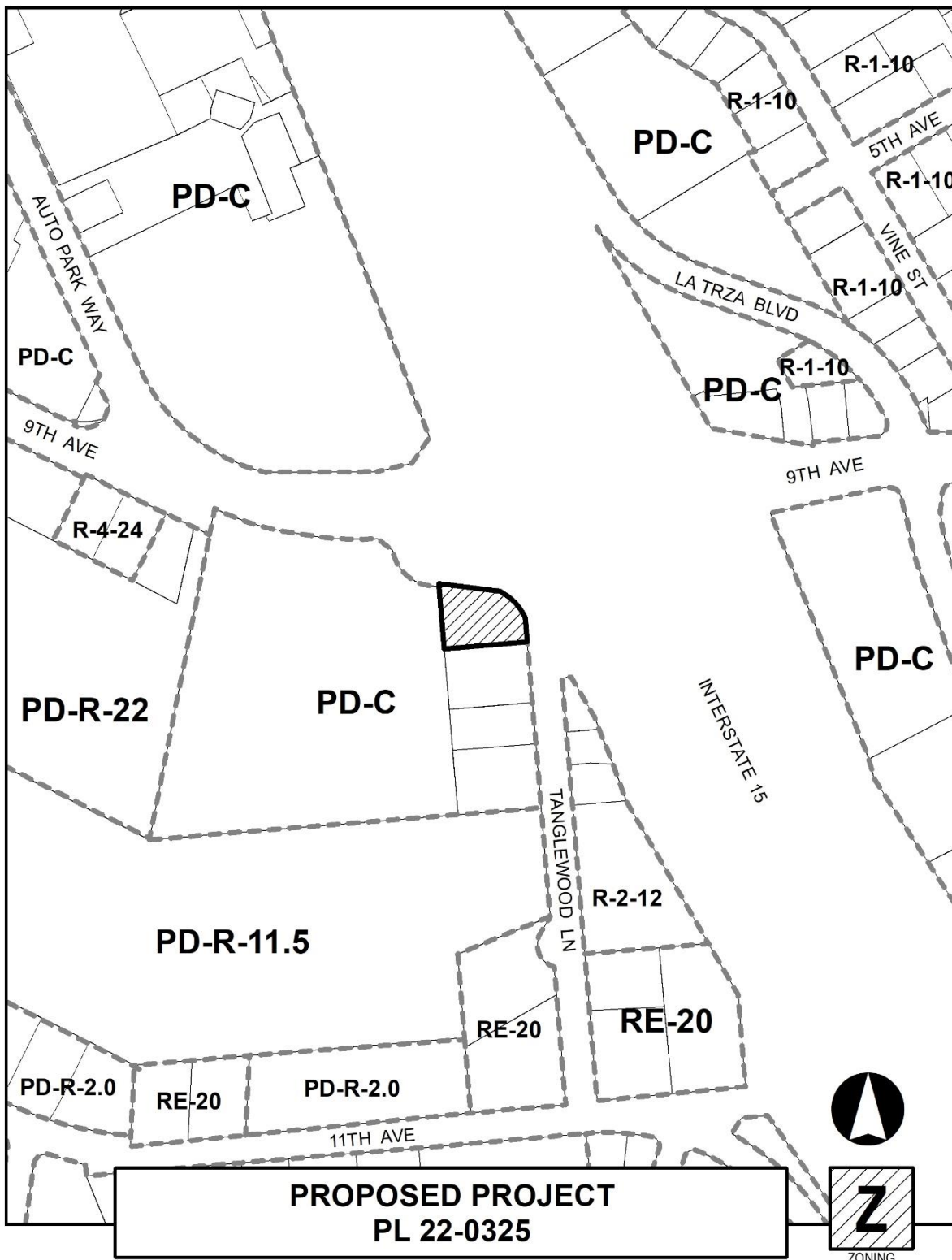
Project Name: PL22-0325/PL22-0326
Planning Commission Meeting
Date: November 08, 2022



PROPOSED PROJECT
PL 22-0325

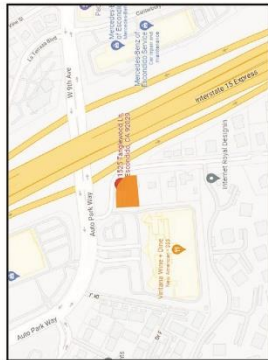


Project Name: PL22-0325/PL22-0326
Planning Commission Meeting
Date: November 08, 2022



Project Name: PL22-0325/PL22-0326
 Planning Commission Meeting
 Date: November 08, 2022

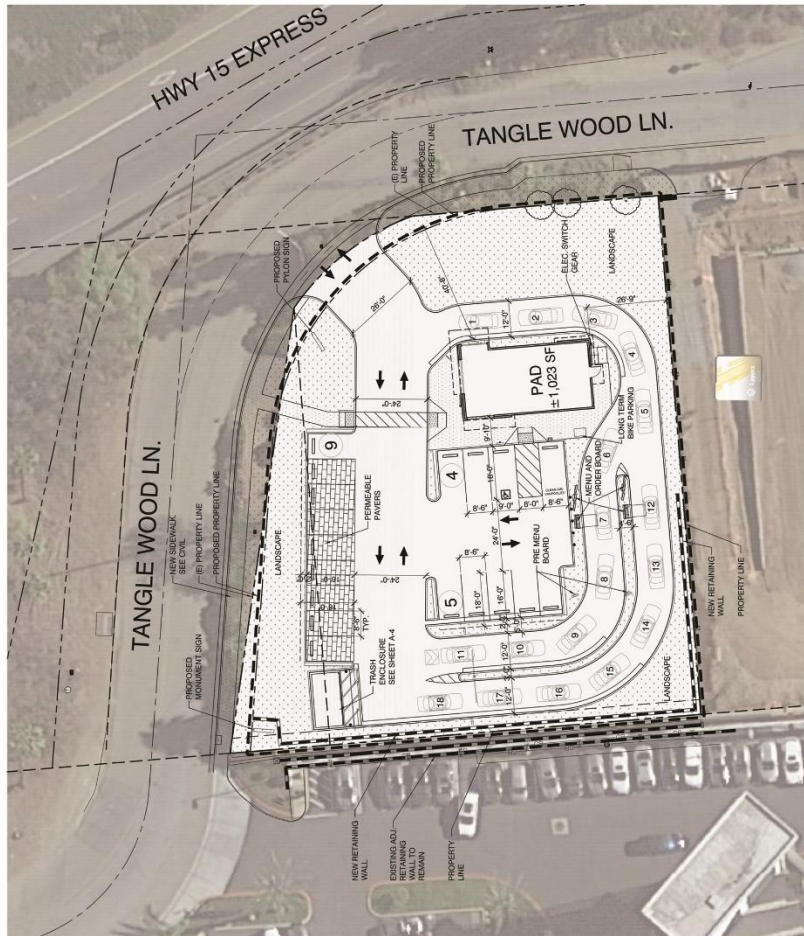
Attachment 2
 Project Plans



LOCATION PLAN

SITE SUMMARY

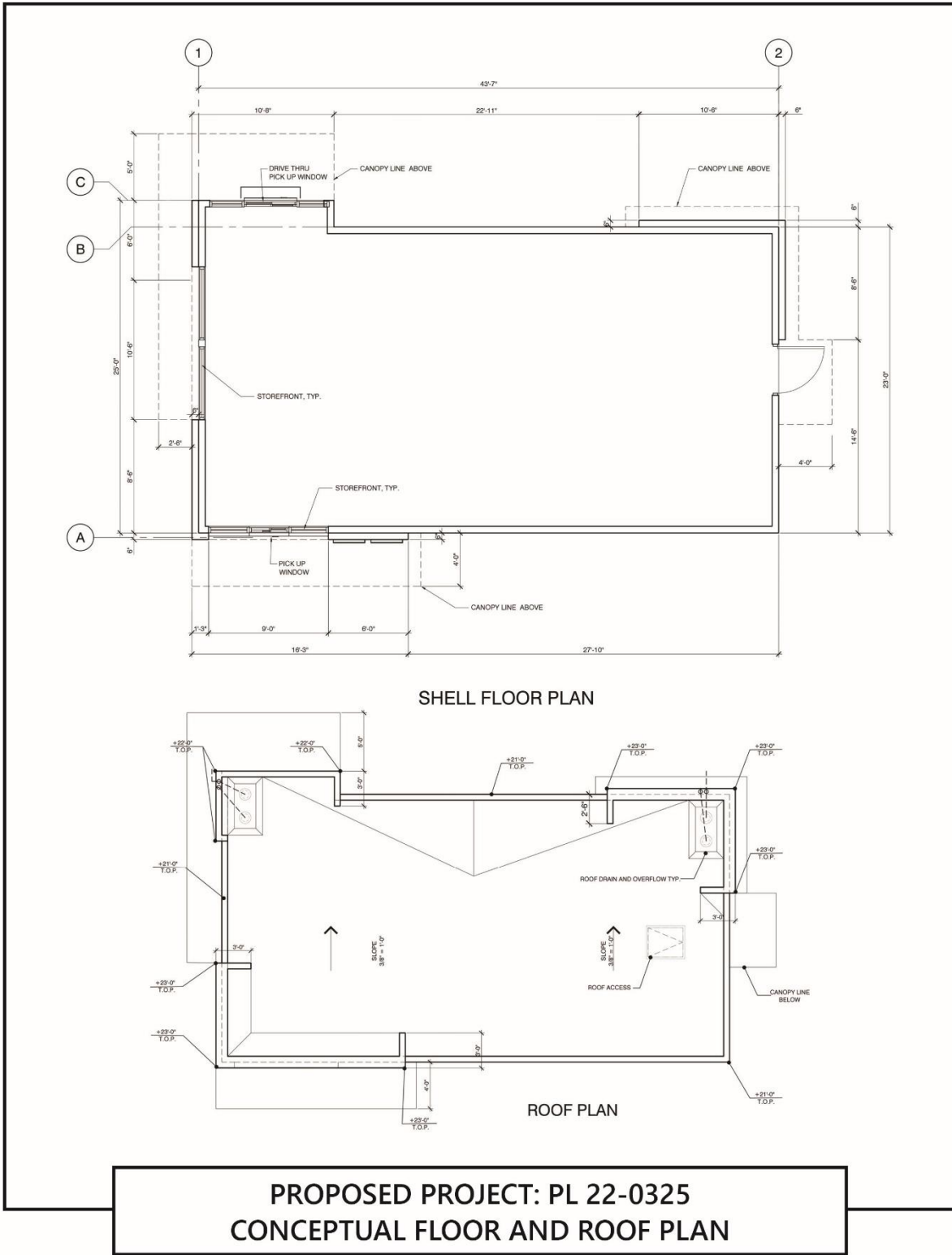
LAND: +/- 1.66 AC
 TOTAL BLDG. AREA: +/- 23,910 S.F.
 LAND TO BLDG. RATIO: ± 1,023 SF / 23,371 / 4.27 %
 BUILDING AREA: +/- 1,023 S.F.
 PAD BUILDING: +/- 1,023 S.F.
 TOTAL BUILDING AREA: 20 STALLS
 PARKING REQUIRED: 18 STALLS
 PARKING PROVIDED: ± 1,023 SF / 19.83 / 1000
 PARKING RATIO :



**PROPOSED PROJECT: PL 22-0325
 PRELIMINARY SITE PLAN**

Project Name: PL22-0325/PL22-0326
Planning Commission Meeting
Date: November 08, 2022

Item21.



Project Name: PL22-0325/PL22-0326
 Planning Commission Meeting
 Date: November 08, 2022

Item 21.



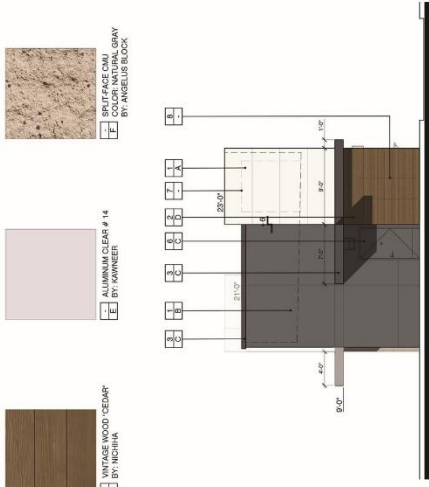
KEY PLAN

FINISHES:

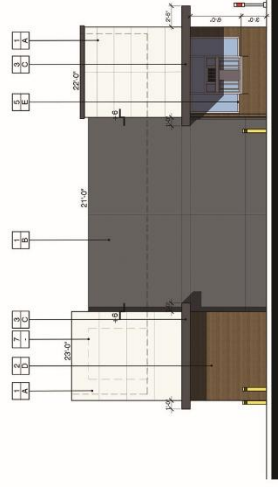
- 1-1 EXTERIOR CEMENT PLASTER FINISH
- 1-2 COMPOSITE WOOD SIDING
- 1-3 METAL CANOPY/ROOFING
- 1-4 BRASS METAL
- 1-5 ALUMINUM STOREFRONT
- 1-6 METAL DOOR
- 1-7 SKIMBLE BY OTHERS UNDER SEPARATE PERMIT
- 1-8 ELEC. SWITCH GEAR

COLORS:

- 1-A SW 7527-HIGH REFLECTIVE WHITE BY SHERWIN WILLIAMS
- 1-B SW 7025-WEB GRAY BY SHERWIN WILLIAMS
- 1-C SW 9144-PEBBLE NOIR BY SHERWIN WILLIAMS
- 1-D VINTAGE WOOD CEDAR BY NICHHA
- 1-E ALUMINUM CLEAR # 14 BY KAWNEER
- 1-F SPLIT FACE OAK BY ANGELOUS BLOCK



WEST ELEVATION



EAST ELEVATION



SOUTH ELEVATION

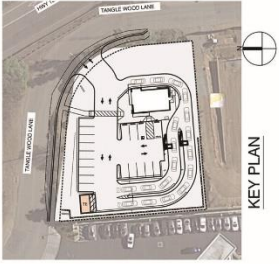


NORTH ELEVATION


**PROPOSED PROJECT: PL 22-0325
 EXTERIOR ELEVATIONS PAD BUILDING**

Project Name: PL22-0325/PL22-0326
 Planning Commission Meeting
 Date: November 08, 2022

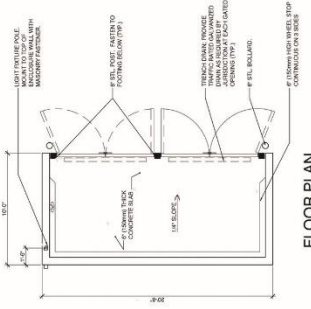
**PROPOSED PROJECT: PL 22-0325
 EXTERIOR ELEVATIONS TRASH ENCLOSURE**



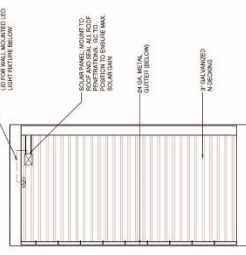
KEY PLAN



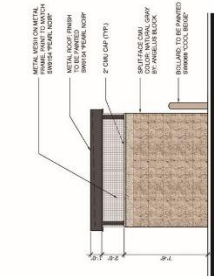
CMU BLOCK CUT SHEET



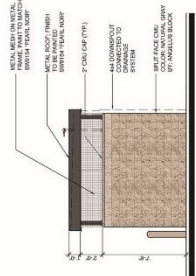
FLOOR PLAN



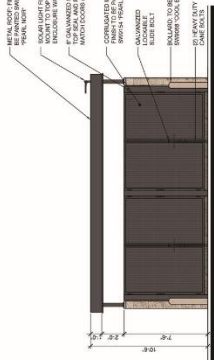
ROOF PLAN



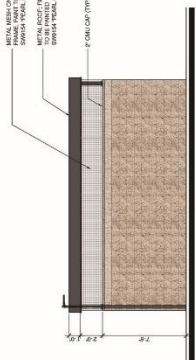
WEST ELEVATION



EAST ELEVATION

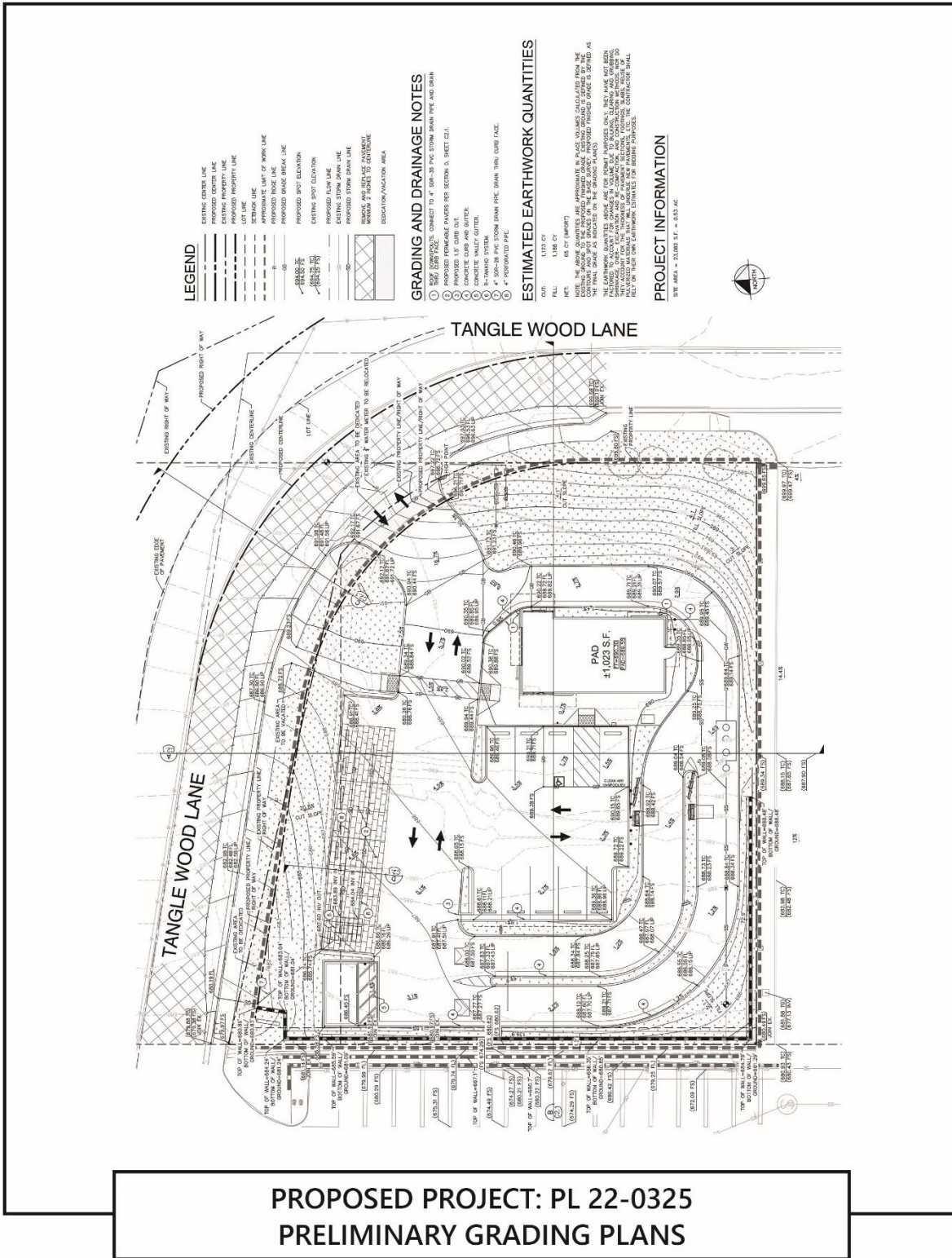


SOUTH ELEVATION



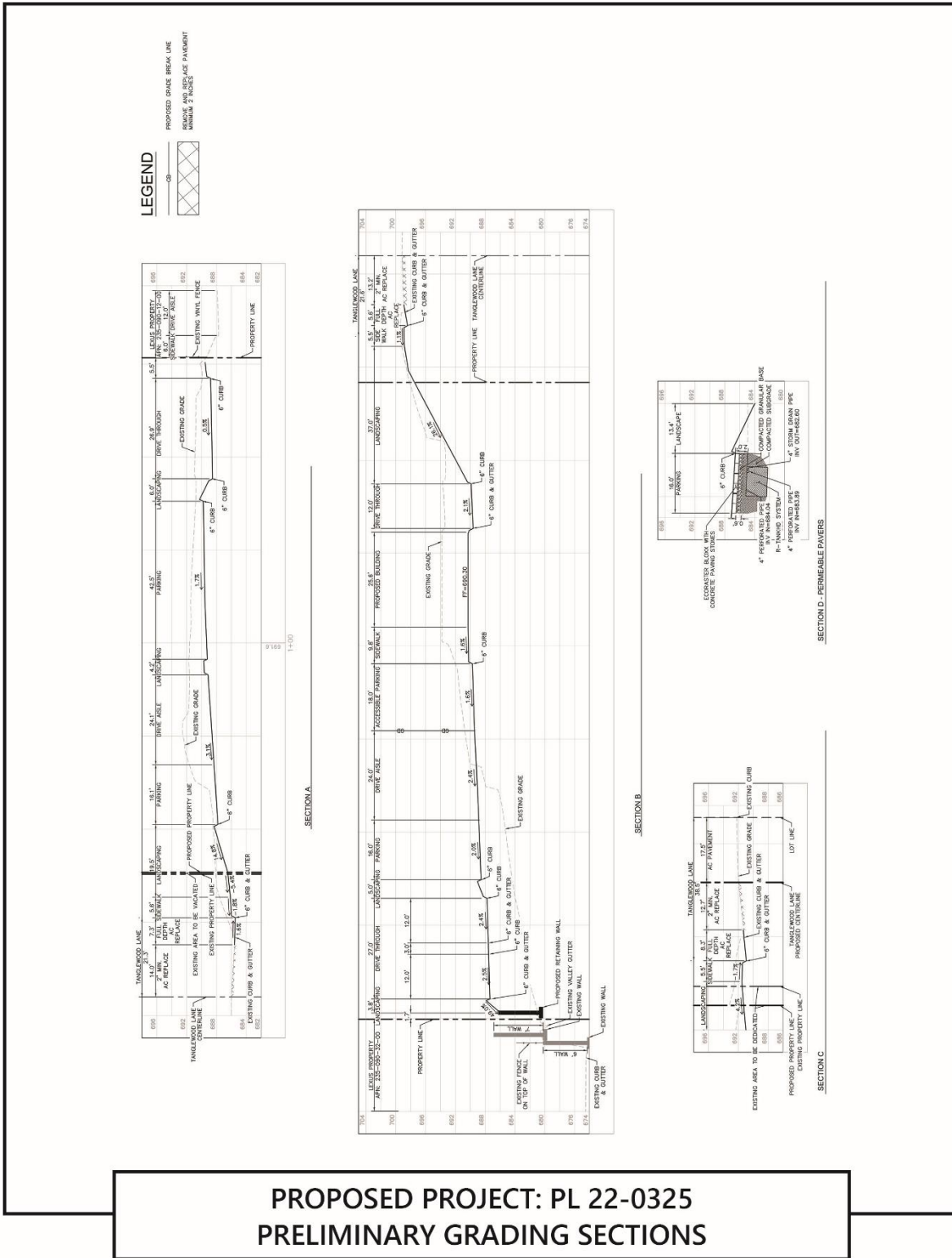
NORTH ELEVATION

Project Name: PL22-0325/PL22-0326
 Planning Commission Meeting
 Date: November 08, 2022



**PROPOSED PROJECT: PL 22-0325
 PRELIMINARY GRADING PLANS**

Project Name: PL22-0325/PL22-0326
 Planning Commission Meeting
 Date: November 08, 2022

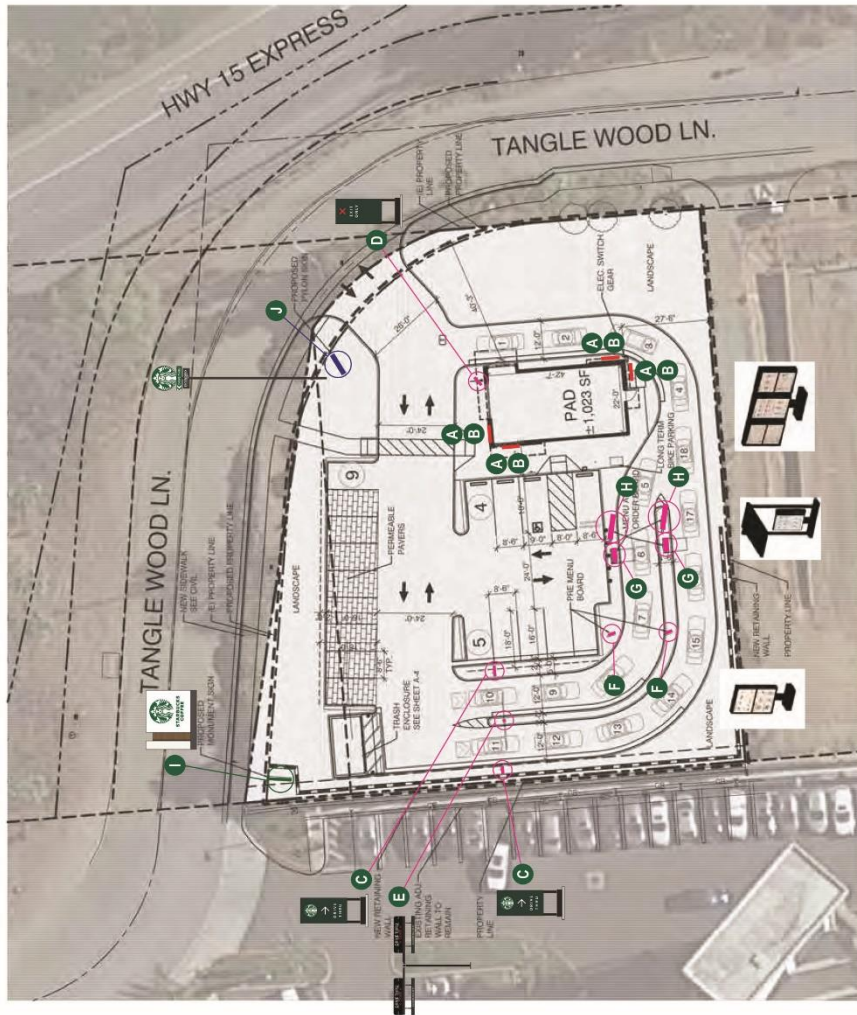


Project Name: PL22-0325/PL22-0326
 Planning Commission Meeting
 Date: November 08, 2022

Item 21.

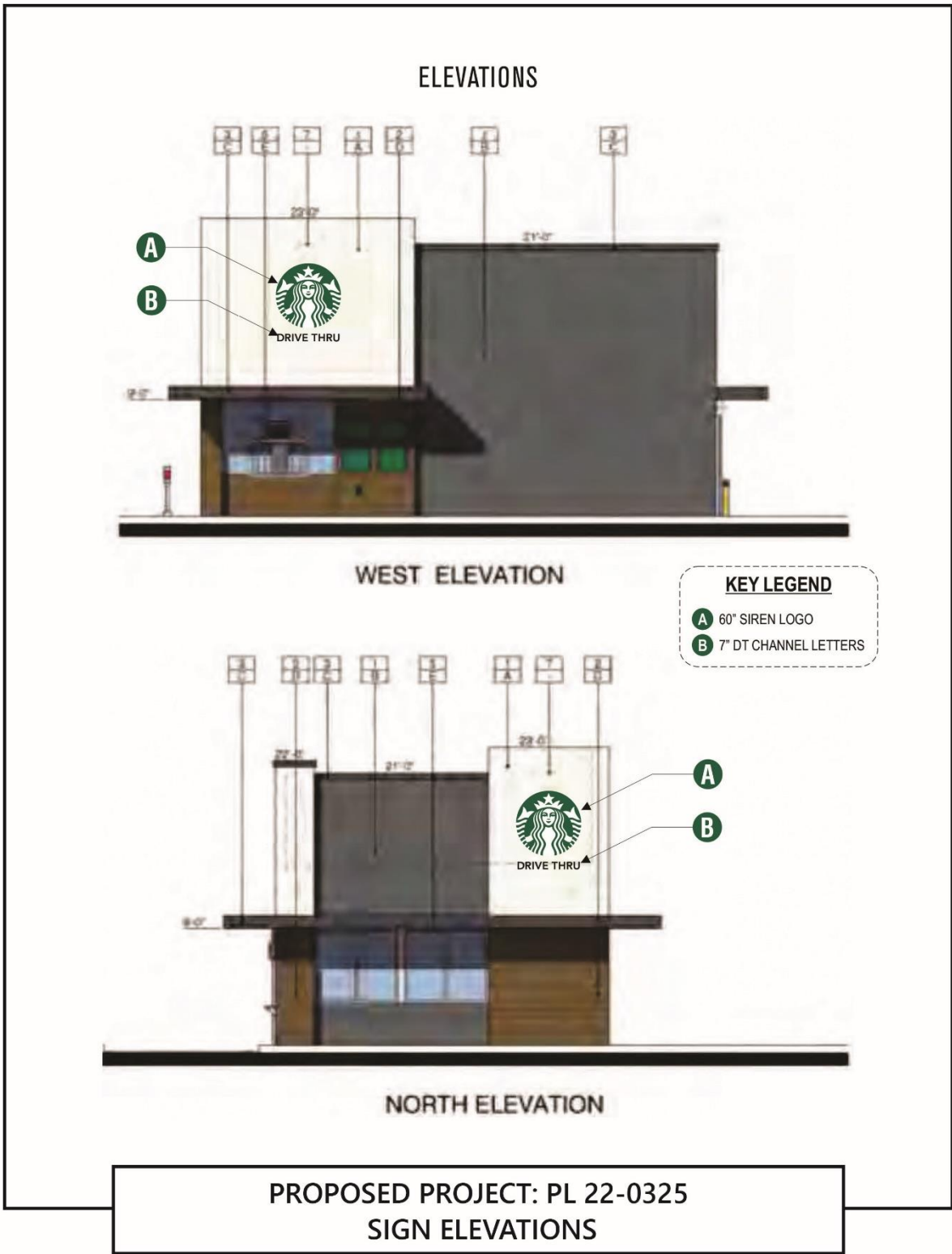
SITE PLAN

- KEY LEGEND**
- A 80" SIREN LOGO DISC
 - B 7" DT CHANNEL LETTERS
 - C DF DT DIRECTIONAL
 - D DF DT THANK/EXIT DIRECTIONAL
 - E CLEARANCE BAR
 - F PRE MENU
 - G DIGITAL ORDER SCREEN w/ CANOPY
 - H DT 5 PANEL MENU SIGN
 - I EXISTING MONUMENT SIGN
 - J PYLON SIGN

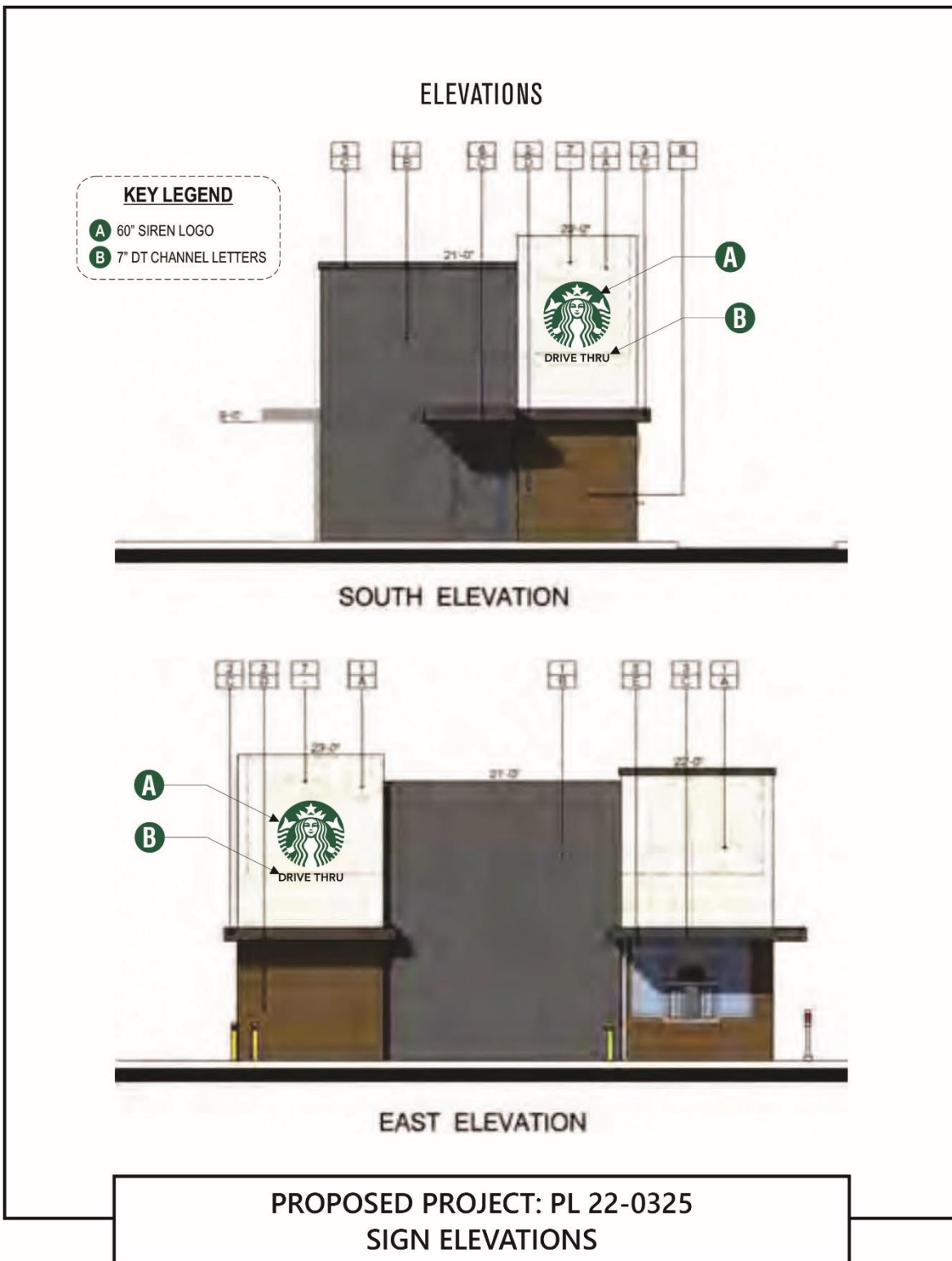


**PROPOSED PROJECT: PL 22-0325
 SIGN SITE PLAN**

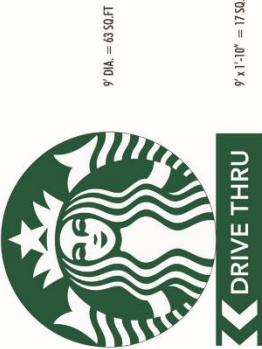
Project Name: PL22-0325/PL22-0326
Planning Commission Meeting
Date: November 08, 2022



Project Name: PL22-0325/PL22-0326
Planning Commission Meeting
Date: November 08, 2022



Project Name: PL22-0325/PL22-0326
 Planning Commission Meeting
 Date: November 08, 2022



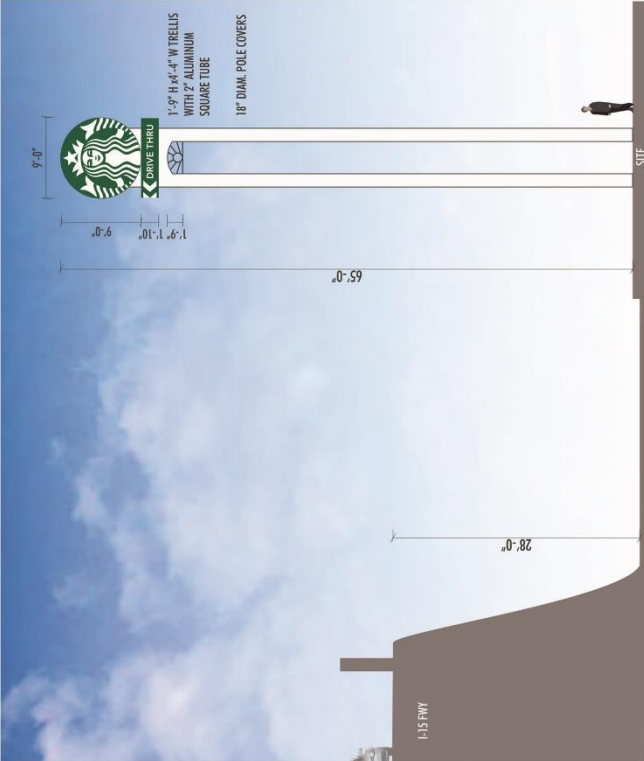
9' DIA. = 63.50 FT

9' x 1' 10" = 17.50 FT

FREEWAY ORIENTED PYLON SIGNS

One (1) freeway oriented pylon / pole sign is permitted for the tenant per the following guidelines:

- Maximum sign area per side not to exceed 80 square feet. Sign height not to exceed 65'-0".
- Tenant is permitted their established type font, logo, and colors.
- Sign shall be internally LED illuminated.



9'-0"

1'-5" x 4'-4" W TRELLIS WITH 2" ALUMINUM SQUARE TUBE

18" DIAM. POLE COVERS

28'-0"

1.15 FWY

SITE

**PROPOSED PROJECT: PL 22-0325
 FREEWAY SIGN**

Project Name: PL22-0325/PL22-0326
Planning Commission Meeting
Date: November 08, 2022

Item21.

MONUMENT SIGNS
 One (1) single-tenant monument sign is permitted per the following guidelines:

- Maximum sign area per side not to exceed 30 square feet. Sign height not to exceed 6'-0".
- Tenant is permitted their established type font, logo, and colors.
- Sign shall be internally LED illuminated.

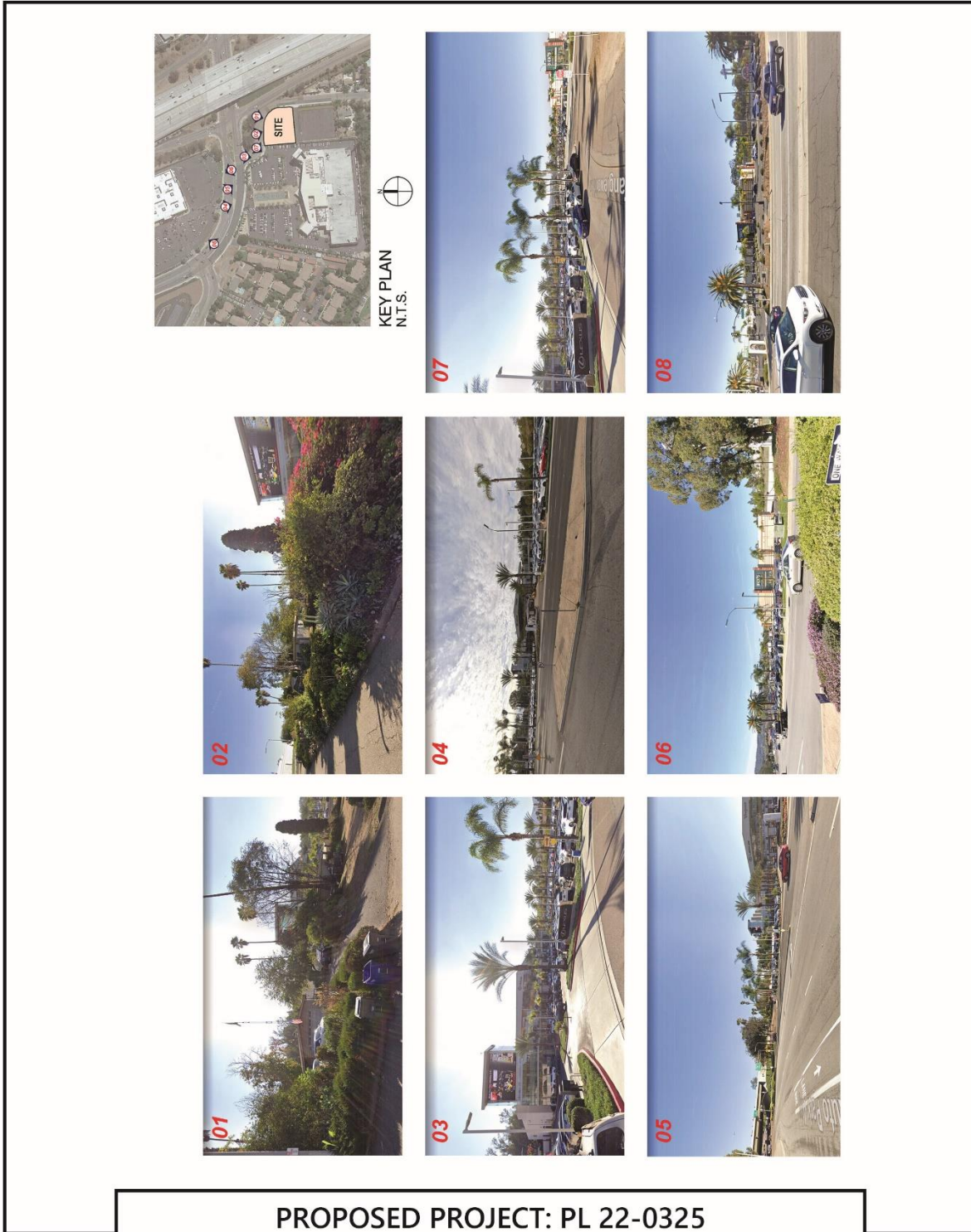
MONUMENT SIGN

**PROPOSED PROJECT: PL 22-0325
MONUMENT SIGN**

Project Name: PL22-0325/PL22-0326
Planning Commission Meeting
Date: November 08, 2022

Attachment 3

Site Photos



**PROPOSED PROJECT: PL 22-0325
SITE PHOTOS**

From: Escondido Meetings Portal via Municode Portal
Sent: Tuesday, November 8, 2022 10:05:59 AM (UTC-08:00) Pacific Time (US & Canada)
To: MunicodeEmails
Subject: [EXT] Form submission from: Public Comment

CAUTION:This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender email address AND know the content is safe.

Submitted on Tuesday, November 8, 2022 - 10:05am

Submitted by user: Visitor

Submitted values are:

Board or Commission for Public Comment Planning Commission

Email sportsfan99@gmail.com

Council Meeting Date November 8, 2022

Item # PL22-0325/PL22-0326

Subject Drive Thru Starbuck location on Tanglewood Lane

Position In Opposition

First and Last Name Jody Dailn

Are you an Escondido Resident? Yes

Comments

I am writing to vehemently voice my opposition to the building of a two-lane 18 car drive thru Starbucks Coffee Shop. I purchased my condominium on Tanglewood Lane a little over two years ago. Part of the appeal was that the street is quietly tucked away from the main roadway. If this Starbucks is built that will no longer be the case. The street will become overwhelmed with cars not to mention noise pollution. Plus, what guarantee will there be that no more than 18 cars will be in the drive thru, thus spilling out onto Tanglewood Lane. Almost every drive thru coffee shop I've seen has cars that are blocking the nearby street. There is already a Starbucks location a mile away so building one on my street is unnecessary. Not to mention there are several business centers in the area where a drive thru coffee shop could be built that won't disrupt a quiet residential neighborhood.

Tanglewood Lane can only be accessed by making a U turn at the traffic light on W 9th Avenue and Auto Parkway. This intersection is already hectic between people going to the middle school to the left and others needing to make a U-turn to access the houses, condos, and the large apartment complex on this street. Adding even more cars will exasperate the problem. Not to mention if people going to the coffee shop don't know the area, they won't be able to navigate safely and very likely will be distracted by direction applications on their cell phones or drinking and eating the items they just purchased.

There is only one lane in each direction on Tanglewood Lane as well as a blind curve. If people aren't paying attention there is a high probability, they won't see a car coming from the opposite direction resulting in an accident. This is especially a possibility when people are exiting the coffee shop's driveway. They will have to make a left-hand turn to get back to the main thoroughfare as Tanglewood Lane is a dead end. Unfortunately, there is just a stop sign exiting Tanglewood Lane, instead of a stop light. This will cause the street to become severely backed up especially during busy times of day with vehicles coming from the coffee shop and those residents trying to get to or from work or anywhere else they need to go. If people need to get back onto the 15 North or the 78 in either direction, they will have to get across 3 lanes of traffic which is very busy at all times. This will cause massive back up on Tanglewood Lane with people waiting for it to become clear for them to proceed. Then if it is not clear and people try to get across there is a high probability of an accident. The same will occur if people are getting onto the 15 South or just want to get back onto Auto Parkway.

Lastly, the building of a drive thru Starbucks would be an eyesore. No matter how much landscaping is done around the building there is no way to avoid seeing car after car exiting the shop as well as the building itself. My patio doors and windows will directly face the driveway entrance to the coffee shop. Not to mention the 65-foot Starbucks sign that will be constructed for freeway visibility. I sure don't want to look at the hideous Starbucks logo from every window of my condo, would you?

Once again corporate greed is threatening to ruin a quiet neighborhood. If you lived on this street, how would you feel if a Starbucks Drive Thru was built that threatens the peace and quiet of your neighborhood? Have any of you even explored the area in person and seen for yourself how unfeasible building this coffee shop is on my street? If you have or you haven't, I implore you to come and look and consider it from the perspective of those of us that currently live on Tanglewood Lane or those that will in the future.

I implore you to vote "NO" on the approval of this project. Thank you.



STAFF REPORT

December 7, 2022
File Number 0690-40

SUBJECT

VACATION OF A PORTION OF A PUBLIC STREET FORMERLY KNOWN AS PACIFIC AVENUE

DEPARTMENT

City Manager

RECOMMENDATION

Request the City Council adopt Resolution No. 2022-134 authorizing the vacation of a portion of a public street formerly known as Pacific Avenue.

Staff Recommendation: Approval (City Manager's Department: Jennifer Schoeneck, Deputy Director of Economic Development)

Presenter: Vince McCaw, Real Property Manager

FISCAL ANALYSIS

No cost will result from the street vacations.

PREVIOUS ACTION

On November 16, 2022, City Council passed Resolution No. 2022-132 to set December 7, 2022 as the date to conduct a hearing to consider authorizing the street vacation for a portion of public street formerly known as Pacific Avenue.

BACKGROUND

A request to vacate the street was made by an adjoining property owner, to allow for setback requirements for future improvements to his property. The area of the subject property to be vacated, which is approximately 9,438 square feet, was never constructed for street purposes and is no longer needed by the City. California Streets and Highways Code § 8324 (a) requires that City Council shall hear evidence offered by persons interested in the proposed vacation.

The State of California Streets and Highways Code § 8320, et seq. authorizes the City to vacate a street if the City Council finds that such street or portion of the street is unnecessary for present or prospective public use. The City Council may initiate street vacation proceedings by adopting a Resolution of Intent to Vacate and setting a Public Hearing on the proposed vacation.



CITY *of* ESCONDIDO

STAFF REPORT

Notice of the Public Hearing has been published in the newspaper for at least two successive weeks prior to the Public Hearing, as required by the California Street and Highways Code, § 8322. Notices of the Public Hearing have also been posted on the streets proposed to be vacated at least two weeks before the date set for the hearing, in conformity with and in the manner provided by California Streets and Highways Code, Section 8323.

If, at the conclusion of the Public Hearing, the City Council finds the street right-of-way proposed to be vacated is unnecessary for present or prospective public street use, the City Council may adopt this resolution authorizing the City Engineer to vacate this street right-of-way with the recordation of the Final Map for Tract SUB18-0008.

RESOLUTIONS

- a. Resolution No. 2022-134
- b. Resolution No. 2022-134 - Exhibit "A" Legal Description
- c. Resolution No. 2022-134 - Exhibit "B" Plat Depiction

RESOLUTION NO. 2022-134

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CITY ENGINEER, ON BEHALF OF THE CITY, TO VACATE AND ABANDON A PORTION OF A PUBLIC STREET FORMERLY KNOWN AS PACIFIC AVENUE, SPECIFICALLY DESCRIBED HEREIN, LOCATED IN THE CITY OF ESCONDIDO

WHEREAS the City Council of the City of Escondido, California, on November 16, 2022, passed Resolution No. 2022-132 declaring its intention to order the vacation, abandonment and closing to public use, a portion of a public street formerly known as Pacific Avenue, located at the intersection of Vine Street and W. Fifth Avenue, as herein described, located within the City of Escondido; and

WHEREAS, on Wednesday December 7, 2022, the City Council duly heard all evidence offered by all persons interested in or objecting to the proposed vacation, abandonment and closing; and

WHEREAS, all other acts and things required by law, particularly Section 8320 *et seq.* of the California Streets & Highways Code, to confer jurisdiction upon the City Council to order said street vacation have been done; and

WHEREAS, pursuant to the provisions of Section 8340 of the California Streets & Highways Code, existing or proposed utilities require the reservation of utility easements over a portion of the area to be vacated.

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 makes the following findings of fact:

- (a) That the portion of a public street, formerly known as Pacific Ave., proposed for vacation is not being utilized.
- (b) That the portions of vacated streets are unnecessary for present or prospective public street purposes.
- (c) That the City Engineer supports the street vacation as proposed and recommends approval of the street vacation.
- (d) That the proposed vacation is recommended because this land is not needed for the ultimate design of any street.
- (e) That the vacated portions of rights-of-way are not useful as bikeways.
- (f) Prior to recordation, the legal description shall be revised to include the following language, "Reserving and excepting therefrom pursuant to the provisions of Section 8340 of the California Streets and Highways Code and for the benefit of the City of Escondido, a permanent easement and a right-of-way for access to construct, reconstruct, maintain, operate, renew, enlarge, remove, and repair drains, sewers, water facilities, and general utilities, including any or all appurtenances thereto, and to remove any improvement, brush, trees, shrubs, and other growth, together with the right of ingress and egress over, under, along, and across, all that real property situated in the City of Escondido, County of San Diego." The following language shall also be included to reserve an SDG&E Easement: "Reserving an easement and right of way for San Diego Gas & Electric Company (SDG&E) to erect, construct, change the size of, improve, reconstruct, relocate, repair, remove, maintain and use facilities consisting of pipelines and appurtenances, communication facilities and all appurtenances together with the right of ingress thereto and egress therefrom over said easement and over other practical routes. No building or

other structure shall be permitted within the easement excepting other utility facilities that meet SDG&E's separation requirements. SDG&E's prior written consent shall be required before planting any trees or increasing/decreasing the ground elevation within the easement. 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. Upon receipt of written request from Grantor, this easement will be quitclaimed by Grantee, provided that the facilities have been removed."

3. That in view of the above findings and the applicable law, this City Council finds, from all evidence submitted, that the portion of public street, as described and delineated on Exhibits "A" and "B," which are attached to this resolution and incorporated by this reference, meet the requirements for vacation as set forth in Sec. 8320 *et seq.* of the California Streets & Highway Code..

4. That the City Council does hereby order the portions of public streets described and delineated in Exhibits "A" and "B," within the City of Escondido, closed and vacated.

5. That the City Clerk is hereby directed and authorized to record a certified copy of this Resolution, with the effective date of the vacation, of the above-described area, to be the date of recordation with the office of the County Recorder of San Diego County.

EXHIBIT A VACATION OF PUBLIC RIGHT-OF-WAY

That portion of PACIFIC AVE, in the City of Escondido, County of San Diego, State of California, as shown on Map No. 527, Filed in the office of the County Recorder of San Diego, April 10, 1888, described as follows:

That portion of PACIFIC AVE located between the northeasterly boundary of Lot 9, Map No. 12465 and a straight line from the Northeast corner of Lot 20, Block 306, to the Southeast corner of Lot 21, Block 306, Map No. 527.

The area of this vacation is approximately 9,438 square feet.

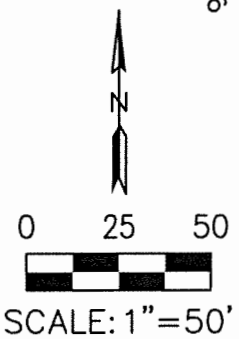
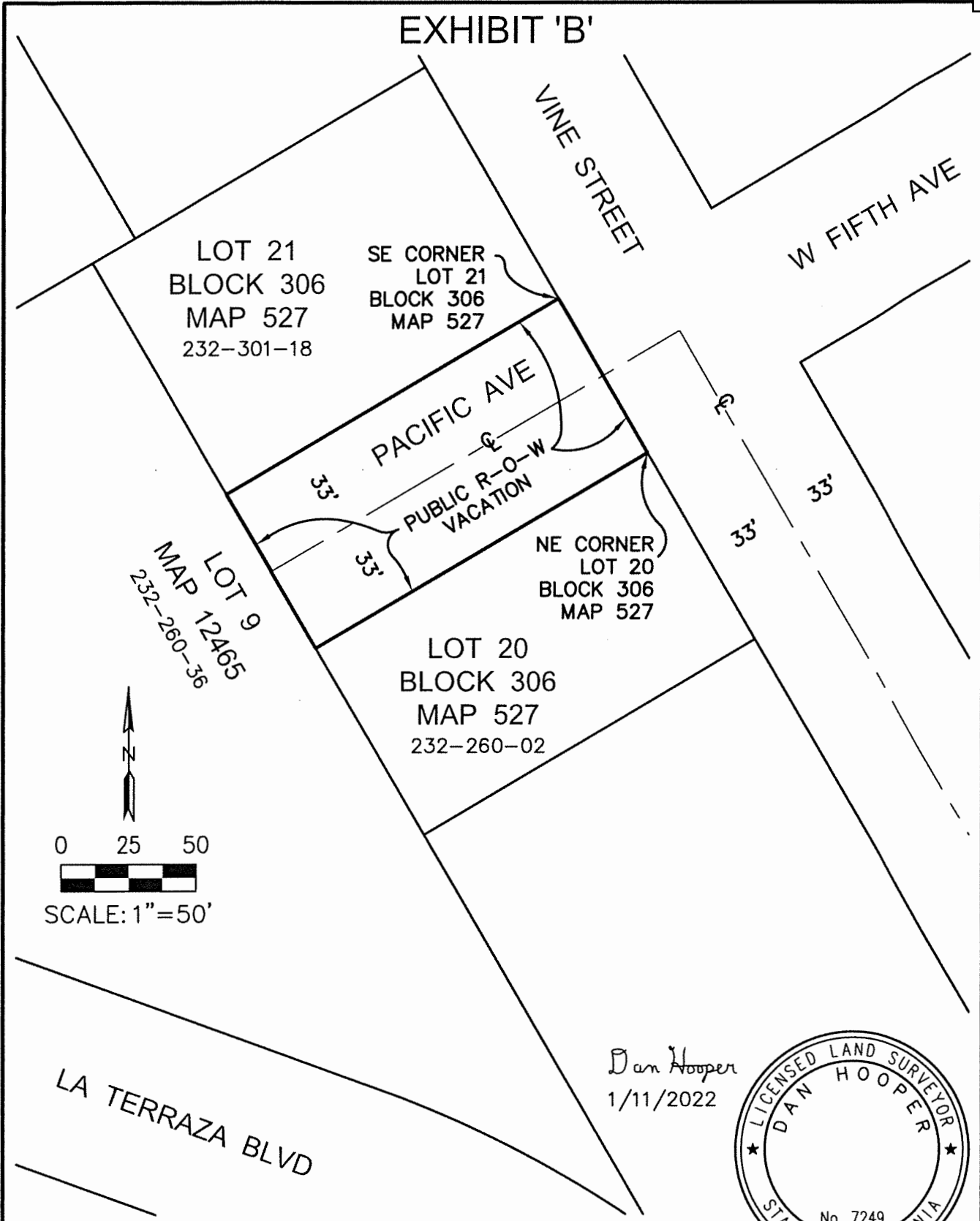
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature: *Dan Hooper*
Dan Hooper, LS 7249
Date: January 11, 2022

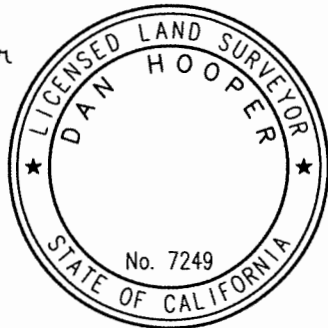


Item22.

EXHIBIT 'B'



Dan Hooper
1/11/2022



Location: PACIFIC AVE, ESCONDIDO, CA
Street created by: MAP NO. 527, FILED 4/10/1888
Type of Survey: VACATION OF PUBLIC R-O-W

HOOPER LAND COMPANY
 1642 Moon Rock Road, Fallbrook, CA. 92028 (760)723-2891



STAFF REPORT

December 7, 2022
File Number 0690-40

SUBJECT

VACATION OF PUBLIC STREET: A PORTION OF AN UNNAMED ALLEY IN BLOCK 75 OF ESCONDIDO, BETWEEN S. PINE STREET AND W. 2ND AVENUE

DEPARTMENT

City Manager; Economic Development

RECOMMENDATION

Request the City Council adopt Resolution No. 2022-133, authorizing the street vacation for a portion of the unnamed public alley in Block 75 of Escondido, between S. Pine Street and W. 2nd Avenue

Staff Recommendation: Approval (City Manager's Department: Jennifer Schoeneck, Deputy Director of Economic Development)

Presenter: Vince McCaw, Real Property Manager

FISCAL ANALYSIS

No cost will result from the street vacations.

PREVIOUS ACTION

On November 16, 2022, City Council passed Resolution No. 2022-131 to set December 7, 2022 as the date to conduct a hearing to consider authorizing the street vacation for a portion of the unnamed public alley.

BACKGROUND

A developer purchased the property for the 555 W. Grand Avenue Development Project and has requested to vacate a portion of the public alley, which will be necessary for the proposed development. California Streets and Highways Code § 8324 (a) requires that City Council shall hear evidence offered by persons interested.

California Streets and Highways Code § 8320, et seq. authorizes the City to vacate a street if the City Council finds that such street or portion of the street is unnecessary for present or prospective public use. The City Council may initiate street vacation proceedings by adopting a Resolution of Intent to Vacate and setting a Public Hearing on the proposed vacation.



CITY *of* ESCONDIDO

STAFF REPORT

Notice of the Public Hearing has been published in the newspaper for at least two successive weeks prior to the Public Hearing, as required by the California Street and Highways Code, § 8322. Notices of the Public Hearing have also been posted on the streets proposed to be vacated at least two weeks before the date set for the hearing, in conformity with and in the manner provided by California Streets and Highways Code § 8323.

If, at the conclusion of the Public Hearing, the City Council finds the street right-of-way proposed to be vacated is unnecessary for present or prospective public street use, the City Council may adopt this resolution authorizing the City Engineer to vacate this street right-of-way with the recordation of the Final Map for Tract SUB18-0008.

RESOLUTIONS

- a. Resolution No. 2022-133
- b. Resolution No. 2022-133 - Exhibit "A" Legal Description
- c. Resolution No. 2022-133 - Exhibit "B" Plat Depiction

RESOLUTION NO. 2022-133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CITY ENGINEER, ON BEHALF OF THE CITY, WITH THE RECORDING OF THE FINAL MAP FOR TRACT SUB18-0008, TO VACATE AND ABANDON A PORTION OF A PUBLIC ALLEY SPECIFICALLY DESCRIBED HEREIN, LOCATED IN THE CITY OF ESCONDIDO.

WHEREAS the City Council of the City of Escondido, California, on November 16, 2022, passed Resolution No. 2022-131 declaring its intention to order the vacation, abandonment and closing to public use, a portion of a public alley as hereinafter described, located within the City of Escondido; and,

WHEREAS, on Wednesday December 7, 2022, the City Council duly heard all evidence offered by all persons interested in or objecting to the proposed vacation, abandonment and closing; and

WHEREAS, all other acts and things required by law, particularly Sec. 8320 *et seq.* of the California Streets & Highways Code, to confer jurisdiction upon the City Council to order said street vacation have been done; and

WHEREAS, pursuant to the provisions of Sec. 8340 of the California Streets & Highways Code existing and proposed utilities do require the reservation of utility easements over a portion of the area to be vacated.

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 makes the following findings of fact:

(a) That the portions of the unnamed public alley in Block 75 of Escondido proposed for vacation are not being utilized.

(b) That the portions of vacated streets are unnecessary for present or prospective public street purposes.

(c) That the City Engineer supports the street vacation as proposed and recommends approval of the street vacation.

(d) That the proposed vacation is recommended because this land is not needed for the ultimate design of any street.

(e) That the vacated portions of rights-of-way are not useful as bikeways.

(f) Prior to recordation, the legal description shall be revised to include the following language, "Reserving and excepting therefrom pursuant to the provisions of Section 8340 of the California Streets and Highways Code and for the benefit of the City of Escondido, a permanent easement and a right-of-way for access to construct, reconstruct, maintain, operate, renew, enlarge, remove, and repair drains, sewers, water facilities, and general utilities, including any or all appurtenances thereto, and to remove any improvement, brush, trees, shrubs, and other growth, together with the right of ingress and egress over, under, along, and across, all that real property situated in the City of Escondido, County of San Diego."

3. That in view of the above findings and the applicable law, this City Council finds, from all evidence submitted, that the portion of public alley, as described and delineated on Exhibits "A" and "B," which are attached to this resolution and incorporated by this reference, meet the requirements for vacation as set forth in Section 8320 *et seq.* of the California Streets & Highway Code.

4. That the City Council does hereby order the portions of public streets described and delineated in Exhibits "A" and "B," within the City of Escondido, closed and vacated.

5. That this order shall take effect upon recordation of the final map for City of Escondido Tract SUB18-0008.

EXHIBIT 'A'

LEGAL DESCRIPTION STREET VACATION

ALL THAT PORTION OF THE UNNAMED ALLEY IN BLOCK 75 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886, LYING SOUTHWESTERLY OF THE NORTHWESTERLY PROLONGATION OF THE LOT LINE COMMON TO LOTS 2 AND 3 IN SAID BLOCK 75 OF SAID MAP 336, AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT OF INTERSECTION OF SAID COMMON LOT LINE OF LOTS 2 AND 3 WITH A 598.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, BEING THE NORTHEASTERLY RIGHT-OF-WAY OF SECOND AVENUE (84 FEET WIDE) AS SHOWN ON PARCEL MAP NO. 11860, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON DECEMBER 18, 1981 AS FILE NO. 81-396199 OF OFFICIAL RECORDS, A RADIAL LINE TO SAID POINT OF INTERSECTION BEARS SOUTH 00°09'08" EAST; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 94.64 FEET THROUGH A CENTRAL ANGLE OF 09°04'02" TO THE SOUTHEASTERLY LINE OF SAID UNNAMED ALLEY, BEING THE **TRUE POINT OF BEGINNING**. THENCE CONTINUING ALONG SAID 598.00 FOOT RADIUS CURVE

1. WESTERLY 8.32 FEET TO A POINT OF TANGENCY; THENCE
2. NORTH 80°17'17" WEST 21.17 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF QUINCE AVENUE (80 FEET WIDE) AS SHOWN ON SAID PARCEL MAP 11860; THENCE ALONG SAID NORTHEASTERLY LINE
3. NORTH 30°43'14" EAST 0.89 FEET TO THE NORTHWESTERLY LINE OF SAID UNNAMED ALLEY.

CONTAINING 1,779.64 SQUARE FEET (0.041 ACRE MORE OR LESS)

ATTACHED HERETO IS EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

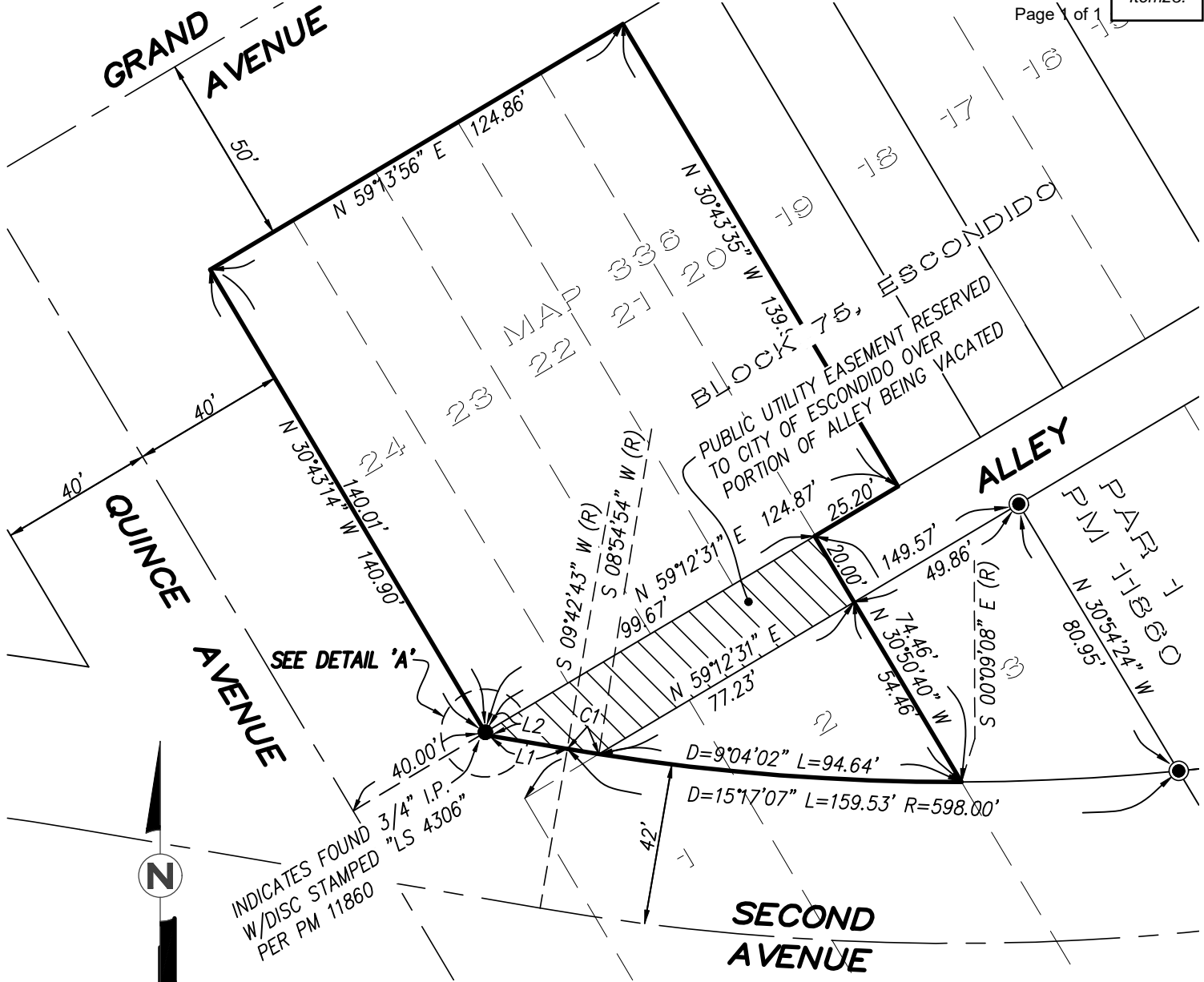


MIGUEL A. MARTINEZ
L.S. 7443
LIC. EXP. 06/30/22

6/8/22
DATE



EXHIBIT "B"

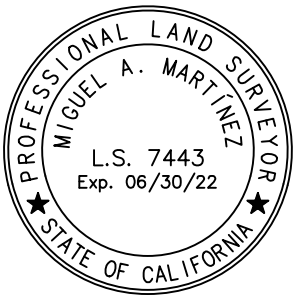


LINE/CURVE DATA:

- L1 N 80°17'17" W 21.17'
- L2 N 30°43'14" W 0.89'
- C1 D=0°47'50" L=8.32' R=598.00'

LEGEND:

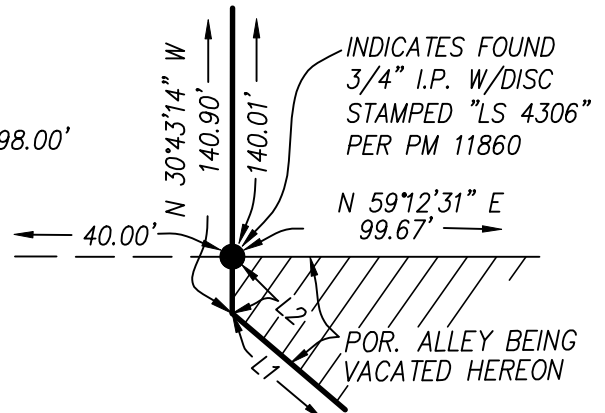
- INDICATES FOUND 2" IRON PIPE W/DISC STAMPED "LS 4306" PER PM 11860



MIGUEL A. MARTINEZ, PLS

06/08/2022

DATE



Prepared by:



ALTA LAND SURVEYING, INC.
 9517 Grossmont Summit Dr.
 La Mesa, CA 91941
 Phone/fax: (619) 713-2582
 altalandsurveying.com

ENGINEERING SERVICES
 201 North Broadway, CA 92025 (760) 839-4651

STREET VACATION
 POR. ALLEY IN BLOCK 75, MAP 336



DOC. NO. -
 SHEET: 1 OF 681



STAFF REPORT

December 7, 2022
File Number 0600-10; A-3354

SUBJECT

CHANGE ORDERS FOR THE OAKVALE ROAD REALIGNMENT PROJECT

DEPARTMENT

Utilities Department, Construction and Engineering Division

RECOMMENDATION

Request the City Council adopt Resolution No. 2022-169, authorizing change orders to the Public Improvement Agreement with L.B. Civil Construction, Inc., in the amount of \$4,963,698.45 for the Oakvale Road Realignment Project ("Project").

Staff Recommendation: Approval (Utilities: Christopher W. McKinney, Deputy City Manager / Director of Utilities)

Presenter: Angela Morrow, Deputy Director of Utilities

FISCAL ANALYSIS

Funding for the Oakvale Road Realignment Project is available in the Lake Wohlford Dam Replacement Project Water Capital Improvement Project ("CIP") No. 704912.

PREVIOUS ACTION

On May 12, 2021, the City Council adopted Resolution No. 2021-45, authorizing the Mayor to execute a Public Improvement Agreement with L.B. Civil Construction, Inc., the lowest responsive and responsible bidder, in the amount of \$8,467,520, for construction of the Oakvale Road Realignment Project.

BACKGROUND

Lake Wohlford Dam ("Dam") was constructed with earth and rock in 1895 as part of Escondido's local water system. In 1925, the dam was raised to its current height using a slurry hydraulic fill process. In 2007, during a routine seismic evaluation of the dam, the California Division of Safety of Dams ("DSOD") determined that the newer, hydraulic fill section of the dam has the potential to liquefy and fail in the event of a large earthquake with magnitude greater than 7.5. In response to these potential seismic concerns, the City immediately lowered the water level of Lake Wohlford so that the maximum level of the lake does not exceed the level of the original, seismically-sound rock structure. The lake has been operated at this level until the present day and continues to provide recreational opportunities and local water storage.

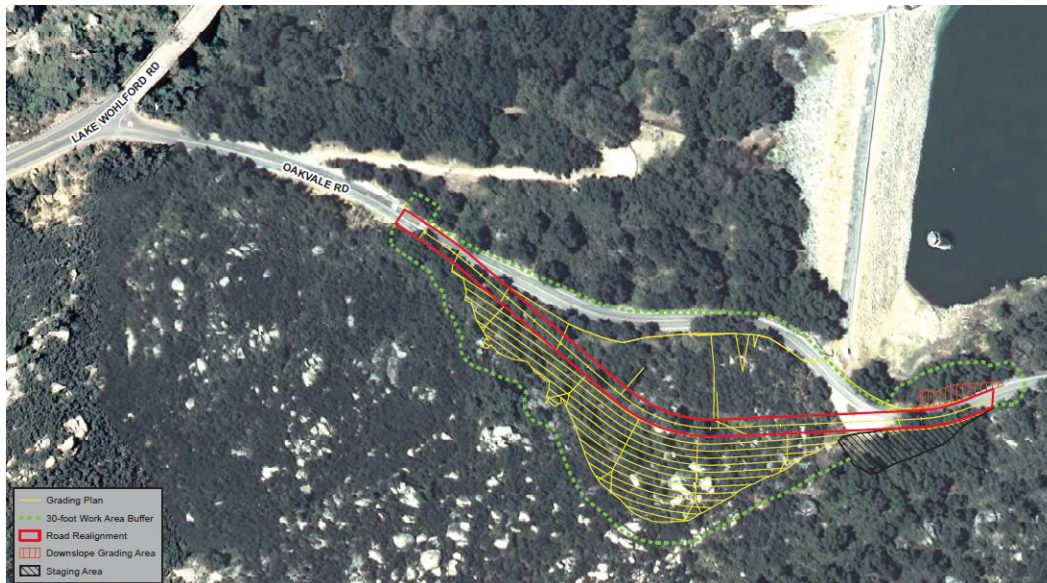


CITY of ESCONDIDO

STAFF REPORT

A design for a new, replacement dam to be constructed just downstream of the existing dam has been completed. The left abutment of the proposed dam will conflict with the existing Oakvale Road, so the road must be realigned prior to the construction of the new dam.

The Oakvale Road Realignment Project will realign an approximately 1,200-foot section of Oakvale Road near the Lake Wohlford Dam, straightening the road and moving it toward the south. The realignment will require excavation into the adjacent hillside to remove approximately 56,000 cubic yards of rock and earth to create space for realigning the road, which would be shifted a maximum distance of approximately 150 feet to the south of the existing alignment. The existing roadway will remain in service during construction of the new roadway.



As excavation of the hillside commenced, the subsurface soil conditions started to differ from the mixed rock face that had been found during the geotechnical explorations conducted near the project site during the design of the Project. The field conditions encountered during construction consisted of a mixture of floating boulders, organic soils, and various weathered granitic material. The rock bolts and netting system included in the original bid would not provide the required anchorage needed to retain the proposed slope, therefore the slope stabilization system had to be redesigned. A soil nail and shotcrete wall was recommended to stabilize the slope. Once completed, the wall would be approximately 1,100 feet long and 100 feet high at its highest point. The soil nail and shotcrete wall is estimated to take approximately five times more material and labor to install than the rock bolts and netting system.



CITY of ESCONDIDO

STAFF REPORT



Due to the high cost of the proposed change order, two independent cost estimates were performed by firms specializing in the design and construction management of similar type projects. The independent estimates included the review of recent costs incurred on Caltrans projects with similar walls. The independent estimates were close to the contractor's price, concluding that the proposed change order is reasonable in today's construction market.

The change orders would also provide the necessary funds to pay for any potential future changes arising from unforeseen circumstances in a timely manner, and to avoid the costly decision to stop the contractor's progress due to insufficient funds. If any of these funds are not used, they will remain with the City.

The proposed change orders would add an additional 569 calendar days to the construction contract, resulting in construction completion by February 2024.

RESOLUTIONS

- A. Resolution No. 2022-169

ATTACHMENTS

- A. Attachment "1" – Oakvale Road Realignment Project Change Order

RESOLUTION NO. 2022-169

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE DEPUTY CITY MANAGER / DIRECTOR OF UTILITIES TO EXECUTE, ON BEHALF OF THE CITY, CHANGE ORDERS TO THE PUBLIC IMPROVEMENT AGREEMENT WITH L.B. CIVIL CONSTRUCTION, INC., FOR THE OAKVALE ROAD REALIGNMENT PROJECT

WHEREAS, on May 12, 2021 the City Council adopted Resolution No. 2021-45, authorizing execution of the Public Improvement Agreement for the construction of the Oakvale Road Realignment Project in the amount of \$8,467,520; and

WHEREAS, encountering differing site conditions, there is a need to change excavation methods and re-design the slope stabilization system to complete the Project; and

WHEREAS, the slope stabilization system was changed from a rock bolt and netting system to a soil nail and shotcrete wall; and

WHEREAS, the Deputy City Manager / Director of Utilities recommends authorization of change orders to the Public Improvement Agreement with L.B. Civil Construction, Inc. in the amount of \$4,963,698.45, bringing the maximum total contract value to \$13,431,218.45 to complete the Project; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve said change orders.

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

1. That the above recitations are true.
2. That the Mayor and City Council accept the recommendation of the Deputy City Manager / Director of Utilities.

3. That the City Council authorizes the Deputy City Manager / Director of Utilities and his or her designee to execute, on behalf of the City, change orders to the Public Improvement Agreement with L.B. Civil Construction, Inc.



City of Escondido
Utilities Construction Management
 1521 South Hale Avenue
 Escondido, CA 92029

**Contract
 Change
 Order
 # 2**

Project: Oakvale Road Realignment (ORR)

**Public Improvement Agreement No. A-3354
 Account# 5203-556-410-704912**

Contractor: LB Civil Construction, Inc.
324 E. Valley Parkway
Escondido, CA 92025

PO 39124

Change Order Number: 2

Description of change(s): Contract basis of change order is under Contract General Conditions Article 10.1, CHANGES IN THE WORK, using the Lump Sum pricing method (under Contract General Conditions Article 11.1). The change is as follows:

See attached page 2 of 2 for continuation

This change order in the amount of \$4,843,801.94, includes all overhead and profit as related in the Contract General Conditions Article 11.3, and represents accord and satisfaction between the City of Escondido and LB Civil Construction, Inc.

Reason for change(s):

See attached page 2 of 2 for continuation.

| Notice to Proceed: 7/27/2021 Contract Duration: 365 calendar days Original Contract: \$8,467,520.00 | Agreed Upon Lump Sum | Unit Prices | Costs Plus | Calendar Days Added | Total Revised Contract Days | Completion Date |
|--|---------------------------------|--------------------|-------------------|--|--|----------------------------|
| CO 01: Slope Stabilization Geological Report | \$119,896.51 | | | 51 | 416 | 9/16/22 |
| CO 02: Differing Soil Condition - Revised Slope Stabilization Plan | \$4,843,801.94 | | | 518 | 934 | 2/16/24 |
| Total | \$4,963,698.45 | | | 569 | 934 | |
| Amended Contract Amount: \$13,431,218.45 | | | | Amended Contract Completion Date: 2/16/2024 | | |

By means of this change order, the following work is added to the Oakvale Road Realignment Project (ORR):

1. Revise excavation methods and specified slope stabilization plan resulting from a differing site condition to incorporate the design and implementation of a soil nail and shotcrete retaining wall including all required contractual requirements necessary to implement the revised design based upon the January 28, 2022 revised geotechnical report as described **(Items 1-3):**

This work will add 518 calendars days to the Oakvale Road Realignment Project (ORR).



City of Escondido
Utilities Construction Management
 1521 South Hale Avenue
 Escondido, CA 92029

Contract
Change
Order
2

Description of all work required to mitigate differing site conditions (Items 1-4):

| <u>Description</u> | <u>Increase</u> | <u>Decrease</u> | <u>Time</u> |
|--|-----------------------|-----------------------|-------------|
| Item No. 1: Modified excavation and slope stabilization revisions resulting from an encountered differing soil condition as detailed in January 28, 2022 Geotechnical Report per RFP 003. | \$5,280,321.94 | | 518 |
| Item No. 2: Decrease the amount allocated for Bid Item 3, Tensioned Rock Bolts (Unit Price), by \$1,196,600.00 to a new authorized amount of \$0.00. (Deduct 9,650 LF at \$124/LF) | | \$1,196,600.00 | 0 |
| Item No. 3: Decrease the amount allocated for Bid Item 4, Wire Mesh Rock Netting (Unit Price), by \$439,920.00 to a new authorized amount of \$0.00. (Deduct 3,055 SY at \$144/SY) | | \$439,920.00 | 0 |
| Item No. 4: Add Bid Allowance for Field Orders | \$1,200,000.00 | | 0 |
| Sub Total Amount | \$6,480,321.94 | \$1,636,520.00 | 518 |
| Total Net Change Order No. 2 Amount | \$4,843,801.94 | | |
| Total Amount Change Orders No. 1 through 2 | \$4,963,698.45 | | 569 |

Reason for Changes:

The Oakvale Road Realignment Project (ORR), required for construction of the new Lake Wohlford Dam, consists of four primary elements:

- (1) The clearing and grubbing of the work area in compliance with all environmental documents.
- (2) Excavation of soils and rock to specified grades as required to realign approximately 1,000 LF of Oakvale Road easterly to allow for construction of the future Lake Wohlford Dam.
- (3) Installation of a slope stabilization system capable of stabilizing the slope created as part of realigning Oakvale Road.
- (4) Installation of a new roadway and connecting to the existing Oakvale Road.

ORR Change Order No. 2 incorporates the works necessary to modify construction activities and the slope stabilization design to accommodate the differing soil conditions encountered as detailed in the January 28, 2022 geotechnical report.

The Project Team, Construction Manager, and Contractor have negotiated an approach to performance of the additional work that will maximize efficiencies in execution of the work and provide the best possible value to the Project.

*** End of Change Order ***



STAFF REPORT

December 7, 2022
File Number 0430-30

SUBJECT

FISCAL YEAR 2021/22 FINANCIAL STATUS REPORT AND AMERICAN RESCUE PLAN UPDATE

DEPARTMENT

Finance

RECOMMENDATION

Request the City Council:

- A. Receive and file the annual Financial Status Report and American Rescue Plan Update for FY2021/22 (Attachment 1);
- B. Adopt Budget Adjustments (Attachment 2) to distribute the fiscal year-end financial resources and commitments and allocate American Rescue Plan Act project funds;
- C. Adopt Resolution No. 2022-186 authorizing a three-year agreement with Crayon in the amount of \$1,689,820 to provide a Microsoft Enterprise Licensing Agreement with Software Assurance (SA);
- D. Adopt Resolution No. 2022-178 Amending the Salary Schedule for the Unclassified and Management Groups and Adopt Resolution No. 2022-179 Amending the Part-time Salary Plan.

Staff Recommendation: Approval (Finance: Christina Holmes, Director of Finance)

Presenter: Christina Holmes, Director of Finance

FISCAL ANALYSIS

See Below.

PREVIOUS ACTION

On May 11, 2022, the City Council received the FY2021/22 Financial Status Report for the third quarter ending March 31, 2022.

On April 11, 2022, the City Council received a status update on American Rescue Plan Act funded projects.

On December 15, 2021, the City Council approved to amend and re-establish the salary schedule for the Unclassified and Management groups and the Part-Time Hourly Compensation Plan.



CITY of ESCONDIDO

STAFF REPORT

On December 18, 2019, the City Council approved a three-year agreement with Dell Inc for Microsoft Enterprise Services.

BACKGROUND

The City Council Budget and Financial Policies require that the City present quarterly financial reports each fiscal year. The purpose of this report is to provide City Council and the public a financial update of selected funds of the City. This report provides the City Council with an analysis of unaudited revenues and expenditures for FY2021/22 in comparison to FY2020/21 for the General Fund and the Water and Wastewater Funds. The report also includes an update on projects approved by City Council that are funded by the American Rescue Plan Act. The complete Financial Status Report can be found as Attachment 1. The financial highlights for the General Fund are summarized below.

General Fund

In June 2021, the City Council adopted the FY2021/22 operating budget with General Fund revenues of \$107.0 million and expenditures of \$117.1 million. Total operating revenue was projected to increase by 3% and the adopted expenditure budget increased by approximately \$7.1 million or 6% compared to the revised FY2020/21 operating budget. In addition to providing core City services including Public Safety, Public Works, Community Services, and Development Services, the FY2021/22 budget reflected the resources required to address specific public service needs around traffic flow, traffic safety, and homelessness.

The adopted FY2021/22 budget also projected an \$8 million net operating deficit. To continue to provide essential City services and identified community priorities, respond to infrastructure maintenance and repair needs, and address the net operating deficit with a balanced budget for FY2021/22, City Council approved the use of the final one-time source of funds from the Successor Agency Redevelopment Loan repayment of \$2.2 million and a transfer of \$6.1 million from the Section 115 Pension Trust Fund though this did not address the ongoing deficit the City faces.

In FY2021/22, strong consumer demand for products, continued high inflation, and a strong housing market resulted in overall operating revenue exceeding the amount projected by \$11.8 million, a 9% increase from the prior fiscal year ending June 30, 2021. The largest source of revenue for the General Fund is sales tax revenue at 40%, followed by property tax revenue at 27%, and other taxes account for 14% of total operating revenue.

The economy continued to recover from the initial impacts of the COVID-19 pandemic and resulting restrictions. The pent-up demand for goods, as well as inflation, led to higher prices for goods, increasing the sales tax revenue generated within the City. Actual sales tax receipts increased by \$5.6 million or 13% compared to the prior year. This increase was anticipated in the mid-year financial report to City Council, and the Sales Tax revenue budget was increased by \$4.2 million approved by City Council on February 2, 2022. Property tax and other tax revenue also increased from the prior year by about \$4.1 million.



CITY of ESCONDIDO

STAFF REPORT

Actual General Fund expenditures were under the amount budgeted by \$2.8 million as of June 30, 2022. This can be attributed to countless conscientious and efficient operational decisions, and an overall climate of fiscal prudence on the part of the entire City workforce. In addition, as reported in previous fiscal updates, the City continued to experience expenditure savings from vacant staff positions in multiple departments as recruitments are being performed, often taking much longer than anticipated to fill those positions. In calendar year 2021, the City had the highest turnover rate in the last 10 years at 14%. This is not unique to the City given the job market locally.

Included in total General Fund expenditures are commitments (carryovers) of \$1,172,200. Commitments are obligations incurred in the FY2021/22 operating budget that were not completed by the end of the fiscal year and, as a result, the remaining obligated amounts will be expended in the new fiscal year. All items have been encumbered under a FY2021/22 purchase order, the result of a FY2021/22 budget adjustment, or specifically referenced in the FY2021/22 adopted line item detail budget. Items totaling \$1,172,200 are as follows:

- With the approval of the Economic Development Subcommittee, the Economic Development division engaged with Beacon Economics to assist staff with an update of the City's Comprehensive Economic Development Strategy (\$99,700) and also engaged with New City America to prepare an analysis for forming a Property and Business Improvement District (\$99,700);
- Enterprise Software and Web Administration (\$30,040) for the Cityworks Timmons Portal professional services not completed in FY2021/22;
- Recreation department financial software contract (\$3,490) and funds for the completion of the electric sign installation at EVCC (\$33,900);
- Building Department professional services contract with EsGil (\$9,550);
- Engineering (\$13,730) consulting services for the VMT Exchange program with Fehr & Peers not completed in FY2020/21;
- Police Department (\$206,330) safety equipment services that were not received before the end of the fiscal year; and
- Purchases of vehicles and equipment by the Parks and Streets departments that were not received by the close of the fiscal year (\$677,460).

As a result of the increase in total operating revenue and expenditure savings experienced during the fiscal year ending June 30, 2022, the General Fund had a net operating surplus of \$9.1 million. As noted above, the City also received the final loan repayment from the Successor Agency Redevelopment Loan of \$2.2 million. Combined with the net operating surplus, total General Fund sources of funds are \$11,344,020.



CITY of ESCONDIDO

STAFF REPORT

RECOMMENDATION:

The FY2021/22 operating results benefited from a strong local economy; higher priced goods through periods of consistent demand have led to economic inflation. The City's Sales Tax forecasters are predicting growth in sales tax revenues into the next fiscal year; however, at a much slower pace. This is due to current economic conditions and an anticipated slowing of the economy. In November 2022, the Legislative Analyst's Office ("LAO") released [California's Fiscal Outlook](#) and after a record budget surplus, the LAO is now projecting a \$25 billion deficit in the next fiscal year as tax revenues decline. From the Fiscal Outlook Report, *"Facing rising inflation, the Federal Reserve—tasked with maintaining stable price growth—repeatedly has enacted large interest rate increases throughout 2022 with the aim of cooling the economy and, in turn, slowing inflation. The longer inflation persists and the higher the Federal Reserve increases interest rates in response, the greater the risk to the economy. The chances that the Federal Reserve can tame inflation without inducing a recession are narrow. Reflecting the threat of a recession, our revenue estimates represent the weakest performance the state has experienced since the Great Recession."*

The General Fund has benefitted from improved revenue activity since the recovery period of COVID-19, from the end of 2020 through 2022. However, revenues have not kept pace with the growing costs of providing municipal services, and the City's structural budget gap remains. With no ongoing additional source of revenue identified, the City will need to continue to make fiscally responsible and strategic decisions about how to use the one-time sources of revenue and fiscal year positive operating results to address the financial challenges ahead.

Staff is recommending the available General Fund resources for the fiscal year ending June 30, 2022 be allocated to the following:

Replacement of Critical Infrastructure - Transfer of **\$4,492,800** from the General Fund, \$633,600 from the Water Fund, and \$633,600 from the Wastewater Fund for a total of \$5,760,000 for the replacement of critical infrastructure and technology platforms CityWide. To address the structural General Fund budget deficit, the City has maintained a hardline on expenditures. Since the Great Recession the City has controlled costs by deferring maintenance and capital project costs of more than \$8 million annually. As a result of these budget restrictions, the City has also continued to defer the adoption of new technology.

Network Infrastructure - \$1,940,000: The network that supports all City services is now at a critical state, both current hardware and software will need to be replaced. Since the construction of City Hall in 1988 most of the methodology on how we deliver the supporting technology footprint has not changed. The City has operated in this hub and spoke design for over 40 years due to budget constraints. It has served the City well but we are unable to meet the Service Level Agreements (SLAs) outlined in the Continuity Of Operations Plan (COOP) adopted by City Council. Many departments have transformed to digital platforms to provide services and as such require access to technology solutions to deliver these municipal services at all times.



CITY of ESCONDIDO

STAFF REPORT

With the guidance of industry consultants, in collaboration with all departments, and in compliance with regulations, the Information Systems Department has identified priority areas for re-design and critical upgrades. The purpose of these upgrades is to meet the expectations of today's workforce while adhering to the City's COOP and many rigorous regulatory compliances. Technology has become an essential part of the way we deliver services. The City of Escondido faces many technological challenges currently and in the future. For reasons of cyber security, productivity, disaster recovery, continuity of operations, risk mitigation, and the critical role technology plays in providing the services to our community we must change to ensure the ability to deliver services no matter what situation the City is faced with.

Therefore, Staff recommends the following investment expenditures:

- Replace recently damaged equipment due to a water leak at City Hall (\$830,000)
- Create local redundancies in data communications infrastructure at Key Locations (\$200,000)
- Reduce on-premise compute infrastructure and increase system availability by using cloud-backed technology (\$810,000)
- Professional Services (\$100,000)

Microsoft Enterprise Agreement - \$320,000: The City has used Microsoft software technologies in a multitude of ways for more than 20 years. Microsoft software provides productivity applications, collaboration tools, a range of security solutions, workstation and server operating systems, cloud solutions, data storage, industry-leading database solutions that power many of our enterprise software solutions, and other technologies the City relies on to deliver municipal services. To properly license and support all of these Microsoft products, we maintain an Enterprise Agreement with Microsoft. The Enterprise Agreement not only covers the required software licenses, but also includes Software Assurance which provides us with software support, security updates, and the latest version and feature updates during the term of the three-year agreement. See Exhibit "A" to Resolution No. 2022-186.

Typically, pricing levels are set by Microsoft based on the total number of licenses purchased by an organization. The City is changing from a licensing model based on workstations to user based. With standard pricing, this puts the City of Escondido in Microsoft's Volume Level A pricing – for organizations that have a base licensing count of 250 to 2,399. Since we are a local government agency, we instead are allowed to use the lower Level D pricing – normally reserved for entities with more than 15,000 base licenses. Each pricing level represents approximately 8% savings, so Level D is approximately 24% cheaper than Level A.

To lock in Level D prices, the County of Riverside put out a Request for Proposal (RFP) for the acquisition of Microsoft software enterprise licensing and maintenance. That RFP resulted in an agreement between the County of Riverside and Microsoft – the County of Riverside Master Agreement #8084445. The agreement provides the ability for California local government agencies to participate in cooperative purchasing for Microsoft Licensing. In lieu of our own RFP, we utilized the pricing and vendors that the Riverside agreement specifies. This is not unusual - most of California's local government entities are



CITY of ESCONDIDO

STAFF REPORT

leveraging this agreement for their Microsoft licensing since it provides better pricing than any of these entities would otherwise receive on their own.

There are 11 authorized Microsoft resellers under the County of Riverside agreement. City staff requested quotes from all 11 vendors to obtain the best pricing. Out of the quotes that the City received, Crayon's quote was selected as the lowest. See Exhibit "C" to Resolution No. 2022-186 for details of the competitive quote comparison.

The City's Microsoft Licensing cost, based on cooperative purchasing and multiple quotes, is \$524,140 for the first year and \$582,840 per year for the second and third years. Additional funds of \$320,000 are needed to account for the increased contract costs in FY2022/23. Upon Council approval, the agreement with Crayon will begin January 1, 2023.

Enterprise Resource Planning System - \$3,500,000: In 1999, the City Council approved the purchase of an Enterprise Resource Planning (ERP) system called PeopleSoft. ERP solutions integrate all of the core systems that support the entire City into a single system – accounting, human resources, procurement, capital assets, building, inventory, budget, etc.

PeopleSoft has been supporting the City since it was implemented in 1999. However, Oracle acquired PeopleSoft Corp in 2005 and has since stopped developing upgrades for PeopleSoft, and the underlying technologies are now out of support for modern operating systems. The Information Systems, Finance, and Human Resources departments have been able to extend the life of PeopleSoft using internal staff resources and developing manual processes and workarounds for basic daily functions. The outdated software has limited the City's ability to improve and adapt to both business and technology needs that have changed since the City selected PeopleSoft in 1999, more than 23 years ago.

This is a CityWide system impacting every employee, citizens, and businesses. An ERP system will provide many modern tools that will enable the City to maintain and improve service to the City's customers (citizens, businesses, visitors, and staff). It will enable the integration of core business processes and facilitate consistent, integrated reporting with fewer resources. This in turn will enable additional oversight and accountability. An ERP system will bring broad-based functionality and modern tools that can enable efficiency and transparency for many years to come.

Transfer to the Section 115 Pension Trust Fund - \$2,194,370: As part of the 2011 Budget Act, the State of California Legislature approved the dissolution of the state's Redevelopment Agencies and replaced them with Successor Agencies effective February 1, 2012. As part of the dissolution of the City's Successor Agency, the State Department of Finance approved the repayment of loans made between the City and the former Redevelopment Agency. This resulted in annual loan repayments to the General Fund pursuant to a formula described in the Health and Safety Code which began in FY2018/19 and ended in FY2021/22.



CITY of ESCONDIDO

STAFF REPORT

In February 2018, City Council authorized the establishment of a Section 115 Irrevocable Pension Trust Fund. When the Pension Trust Fund was established, a funding policy for contributions to the Fund was recommended and included the four years of annual Successor agency Redevelopment Loan Repayments. However, to achieve a balanced budget for FY2021/22 and avoid further cuts to services, City Council approved the recommendation to divert the transfer of funds in the same amount from the Redevelopment Loan payment to the City.

As a result of the FY2021/22 General Fund operating surplus, the Successor Agency Redevelopment Loan Repayment is not needed to close the projected operating deficit. Staff is recommending that the Successor Agency Redevelopment Loan Repayment of \$2,194,370 be transferred to the Pension Trust Fund.

Transfer Remaining Net Resources to the Section 115 Pension Trust Fund - \$4,656,850: With no ongoing additional source of revenue identified, the City will need to continue to make fiscally responsible and strategic decisions about how to use the one-time sources of revenue and fiscal year positive operating results to address the financial challenges ahead. In order to prepare for the future fiscal deficits, staff is recommending that the remaining fiscal year resources of \$4.1 million be placed in the Section 115 Pension Trust Fund, to be used to offset the impact of future cost cutting and service reduction measures.

After consulting with City Treasurer Shultz, staff are recommending that be placed in the Trust rather than the General Fund reserve because the investment arrangements through the Trust enable the City to generate a higher rate of return on the funds while they are being held. Funds in the trust can be used to provide economic relief during recessionary cycles and/or rate increases that are significantly above anticipated projected employee rate increases. More importantly, funds placed in this Trust can also be used to offset the City's "normal" CalPERS costs, such that if funds are necessary for other purposes, a certain amount of flexibility is present.

UNCLASSIFIED SERVICE SCHEDULE, SALARY PLANS, AND BUDGET ADJUSTMENT

Annually, the City is required to update the Salary Schedule for the Unclassified and Management Salary groups as well as the Part-Time Salary Plan. The Schedule and the Salary Plan are legally required elements of the City's Personnel Rules and Regulations established pursuant to state law and the Escondido Municipal Code. All financial impacts related to Resolutions 2022-178 and 2022-179 were addressed in the FY2022/23 budget adopted on June 22, 2022.

The California Government Code, the California Code of Regulations, and the Escondido Municipal Code all require the City to formally maintain a list of all unclassified position titles. For example, the California Code of Regulations requires that, for purposes of determining a retiring member's pension allowance, the pay rate be limited to the amount listed "on a pay schedule that is approved by the governing body." The law also requires that this type of item be adopted as a matter of "current business" by the governing body.



CITY of ESCONDIDO

STAFF REPORT

The Human Resources Department conducts job studies to ensure that job classifications accurately reflect current job duties. Additionally, if a classification is experiencing a recruitment or retention issue, a classification and compensation study is conducted to ensure that the salary is competitive within the labor market. As a general rule, the City strives to be within 5% +/- of the public agency market median for comparable positions. Changes recommended at this time are identified on Exhibit A and Exhibit B, which are attached to Resolution No. 2022-178 and Exhibit A and Exhibit B, which are attached to Resolution No. 2022-179.

AMERICAN RESCUE PLAN ACT UPDATE

On March 11, 2021, the American Rescue Plan Act of 2021 (“ARPA”) was signed into law, which contains \$1.9 trillion in overall national spending to support COVID relief and economic recovery efforts. ARPA provides a \$350 billion allocation of Coronavirus State & Local Fiscal Recovery Funds (“CSLFRF”) to state, local, territorial, and tribal governments. Within the guidelines of ARPA, the City of Escondido was categorized as a Metropolitan City and was allocated \$38,808,509. Funds may only be used for project costs initiated on or after March 3, 2021, and must qualify within one of five eligible expenditure categories. All funds must be encumbered by December 31, 2024 and fully spent by December 31, 2026.

The Treasury identified the following five eligible categories of expenditures:

- Support public health expenditures;
- Address negative economic impacts caused by the public health emergency;
- Replace lost public sector revenue;
- Provide premium pay for essential workers;
- Invest in water, sewer, and broadband infrastructure.

Based on the initial guidelines, in September 2021 City Council approved a list of projects totaling \$22,808,509. A detailed update on each one of these projects is provided in **Attachment 1**.

On April 20, 2022, staff provided an update on the ARPA funded projects and requested City Council feedback for allocating the remaining funds. ***Based on the direction received on April 20, staff are recommending allocating additional funds for the following projects:***

Queen Calafia Event Space - additional funds of \$585,000: This project will provide funding to construct a new rentable event space adjacent to the Queen Calafia Magical Sculpture Garden.

On June 30, 2022, the City issued an RFP for the design of the event space and no responses were received. Staff believe this is due to the small-scale scope and budget of the project. With the escalation of infrastructure projects throughout the state, smaller projects such as this are at a disadvantage. Design firms have an extensive list of projects available to them and therefore have the ability to select larger, more lucrative projects.



CITY of ESCONDIDO

STAFF REPORT

After reviewing the options for this project, staff are recommending an alternative approach, similar to what was done with the National Fitness Campaign (NFC) Fitness Courts. Staff recommend purchasing the event structure in advance and issue an RFP for the installation and construction of the concrete pad and walkway. In addition to publicly advertising the RFP, staff will reach out directly to the firms that submitted proposals for the installation of the NFC Courts, as the two projects are similar in size and scope. Although constructing a DG walkway would alleviate stormwater requirements and save approximately \$85,000, it is the staff recommendation to construct the walkway out of concrete for better ADA accessibility, less required maintenance in the long-term, and better longevity of the pathway.

Staff are requesting an additional \$585,000 in ARPA funding for this project. This will cover materials, installation, staff support, and contingencies. The majority of the additional funding requested is to cover the purchase of the amphitheater style structure proposed, at \$450,000. It is estimated that the timeline to receive the materials is 16-20 weeks from the order date. Staff will consecutively release the RFP for Installations during that lead-time.

Pickleball - \$400,000: Accelerated by COVID, both tennis and pickleball have experienced dramatic growth over the past few years. In an attempt to accommodate this growing sport, the City has painted pickleball lines on nine of its 17 tennis courts, resulting in 20 dual-lined pickleball courts. Unfortunately, this model has led to tension between pickleball and tennis players.

With a goal of better serving more users and diversifying the recreation offerings at City parks, staff have done extensive outreach around this topic:

- Two community meetings were held to gather feedback from the pickleball and tennis communities, one at Mountain View Park and the other at Washington Park. Both events were very well attended with approximately 130 people in attendance at Mountain View Park and 30 in attendance at Washington Park.
- The City issued a survey regarding how courts are currently used and how court space should be allocated in the future. From that survey, 337 responses were received.
- A second survey related to proposed court rules was released November 23, 2022 and will be open for responses until December 15, 2022.
- Staff received dozens of emails from the public expressing their desires and concerns as it relates to modifying existing courts verses installing new courts.
- Staff conducted a survey of local municipalities to determine types of courts available and best practices around rules and enforcement.

Throughout all of these efforts staff saw strong advocacy for both sports and the need to balance the exploding popularity of pickleball without significantly impacting tennis. As a result, City staff are recommending both short term and long-term solutions.



CITY of ESCONDIDO

STAFF REPORT

Long term solution: Staff recognize that dedicated courts are the best solution and therefore are recommending ARPA funding to implement that project. If approved, this project will take months to implement. This project will fund the installation of eight new dedicated pickleball courts in Escondido. Staff evaluated multiple park options.

- a. Mountain View Park - *Staff's recommendation because the park master plan already calls for a sports court in this location adjacent to the existing tennis/pickleball courts, so no new environmental work would have to be done and there is already a thriving racket community utilizing this park. The impacts would be negligible and would therefore not result in a Master Plan amendment. However, the location cited in the master plan is in the existing historic Elmer Field property. Therefore, this would require realigning the existing fence to accommodate the new pickleball courts. The timeline for completion of the project at this location is the shortest.
- b. Rod McLeod Park – this developed park has plenty of space for construction and existing restroom facilities, but the master plan would have to be updated including environmental assessment and significant grading would have to be done in this hilly location to create a flat space for the courts. There is also an existing SDG&E easement through the middle of this park which would restrict the available locations for the courts and likely add to the cost. The timeline would be much longer than Mountain View Park and the cost would have to be increased to approximately \$800,000 to include updating the master plan, environmental assessment, and grading.
- c. 11th Avenue Park – this is a completely empty “greenfield” project with no adopted master plan. The timeline for this project would be the longest – most likely outside the scope of the ARPA approved timeline - and the cost would have to include a master plan, environmental assessment, and significant additional improvements such as restrooms that don't currently exist. The cost is estimated to be in the \$millions.

Short term solution: The City will be replacing the metal nets at Washington Park to make the courts more playable for both pickleball and tennis players, and we will be piloting a set of rules for Mountain View Park. The rules will be based on the survey results that will be returned by December 15 and either designate specific days of play or hours of play for each group. New signage reflecting these rules will be posted and made effective January 3, 2023. Our hope is that these small temporary changes will improve the players experience in our parks, until new dedicated pickleball courts can be built.

Archery Range - \$35,000: Archery ranges are relatively low cost and bring another outdoor recreational amenity to the City. Archery is a sport for everyone, regardless of age, fitness level, or physical capabilities. In addition, archery ranges can provide recreational and educational programming for youth summer camps, after school programs, Junior Olympic Development classes, and club sports. Archery is an Olympic sport and many Olympic athletes get introduced to the sport through a local municipal archery range.



CITY of ESCONDIDO

STAFF REPORT

The City of Poway operates an archery range at Lake Poway, <https://ca-poway.civicplus.com/403/Archery-Range>. City staff would model an archery range similar to the Lake Poway Archery Range in accordance with City Attorney recommendations. Staff would require participants to sign a waiver, check in with a Ranger prior to using the facility, and pay a nominal use fee (Poway - \$16/Year). Recreation staff would create a reservation system (facility calendar) for facility rentals i.e. birthday parties, tournaments, archery classes, summer camps, and other programming opportunities. During scheduled events, the archery range would be closed to the general public. Otherwise, the archery range would be open to the public, coinciding with park hours, on a first come, first served basis. After assessing potential locations at Dixon Lake, Lake Wohlford, and Ryan Park staff's recommendation is to install this archery range at Lake Wohlford due to the available space, topography of the land, and proximity to the Ranger station.

John Masson Bike Park at Jesmond Dene Park - \$300,000: This project will construct a one-acre bike park in Jesmond Dene Park. On November 18, 2020 the City Council approved the Prop 68 Per Capita grant allocation of \$271,303 for this project. Because the community surrounding the park does not qualify as a severely disadvantaged community, a match in the amount of \$70,000 is required. Additional funds are being requested to cover the matching requirement of the grant and inflationary cost increases in materials. The City is currently working with Kimley-Horn to design the park. The public engagement piece of this project will commence in January 2023. Design is expected to take eight months, with construction starting in late summer of 2023.

Futsal at Washington Park - \$215,000: This project will convert two tennis courts at Washington Park to two Futsal Courts. This includes materials, installation, project management, and contingencies.

On April 7, 2021, the City Council approved an MOU with The US Soccer Foundation to provide potential funding for two futsal courts in Washington Park. Unfortunately, The US Soccer Foundation has yet to identify a fiscal sponsor for the courts, so the City has since explored other options for partnerships. In early 2022, Street Soccer USA (SSUSA) and the San Diego Loyal, a San Diego based professional soccer team, reached out to City staff regarding such a partnership. SSUSA is committed to long term programming at Washington Park in the form of providing trained, paid coaches, oversight, management, scheduling of programming, and ongoing general upkeep of the site.

Funding for these services has been committed by the San Diego Loyal. Committed funds would cover the following weekly programming, for a 12-month period (approximately an \$80,000 value).

- Provide free soccer programming 2 times per week 40 weeks per year according to an agreed upon schedule with the City of Escondido and other community stakeholders.
- Place trained staff/coaches/volunteers to deliver the SSUSA Skills-Based Curriculum to a wide variety of clients both youth and adults.
- Work cooperatively with the City to resolve any questions or concerns about programming objectives or outcomes.



CITY of ESCONDIDO

STAFF REPORT

- Provide ongoing communication regarding program operations, activities and opportunities to expand/enhance services including additional practices, games and tournaments.
- With appropriate approvals, recognize a partnership with City in SSUSA written, electronic and promotional materials, including web-site material, as it concerns a shared mission and joint efforts to increase the number of citizens who participate in structured programming as well as open play.
- Reinforce the policies and procedures of the City.
- Provide basic equipment necessary for soccer programming.

In addition to programmed time, the futsal courts will be open to general community use for pick-up soccer play on a first come, first served basis. If demand is significant, staff will evaluate a free reservation system.

A survey was conducted in January 2021 to determine how and what amenities people use at Washington Park, as well as to gauge the level of support for converting two tennis courts to Futsal courts. There was an overwhelmingly positive response for the installation of futsal courts. Of the 412 responses, 391 were in support of converting the courts.

Additionally, two public outreach meetings were held in June 2022 to gather input on potential court conversions primarily related to pickleball and tennis. These meetings were also used as an opportunity to remind the public of the previously approved mini-pitch systems that would be coming to Washington Park.

Ryan Park LED Lighting Retrofit - \$675,000: There are currently eight fields at Ryan Park, five of which are lit. In 2021, funding for Ryan Park Field Expansion and Lighting Project was approved using Park Development Fees through the Capital Improvement Program budget. To supplement the previously approved Capital project at Ryan Park, this ARPA project will be used to retrofit the existing inefficient, expensive halide lights on the remaining fields to LED, so that they are consistent with the new lights being installed. The outcome of these collective projects is that Ryan Park will have eight total fields – seven of them will be lit with energy efficient, cost effective LEDs. One of those lit fields will be designated for public use only. One field will remain unlit.

El Caballo Park Master Plan - \$200,000: Per City Council direction in April 2022, funds will be used to engage with a consultant to complete the environmental document based on the existing draft park master plan. Once completed, the El Caballo Park master plan will be brought forward to City Council for adoption concurrent with the environmental document.

ARPA BUDGET RECOMMENDATION

The following table is a summary of the current ARPA funds allocated, recommendations for reallocation, and additional funding recommendations included in the Budget Adjustment Request (Attachment 2).



CITY of ESCONDIDO

STAFF REPORT

With City Council approval of the Budget Adjustment, the remaining balance for unallocated ARPA funds is \$13,056,056.

| | |
|---|---------------------|
| Total Distribution of Funds | \$38,808,509 |
| City Council Approved Projects – September 29, 2021 | (22,808,509) |
| Revenue Loss Category Earmarked in FY2022/23 Operating Budget | (3,735,030) |
| Remaining balance – Ambulance Gurneys | 1,086 |
| Reallocate – Technology Project / ERP System | 3,200,000 |
| Additional Funding – Queen Calafia | (585,000) |
| Additional Funding – Pickleball | (400,000) |
| Additional Funding – Archery Range | (35,000) |
| Additional Funding – John Masson Bike Park | (300,000) |
| Additional Funding – Futsal at Washington Park | (215,000) |
| Additional Funding – Ryan Park Lighting | (675,000) |
| New Project – El Caballo Park Master Plan | (200,000) |
| Total Unallocated ARPA Funds | \$13,056,056 |

RESOLUTIONS

- a. Resolution No. 2022-186 Authorizing a three-year agreement with Crayon in the amount of \$1,689,820 to provide a Microsoft Enterprise Licensing Agreement with Software Assurance (SA)
- b. Resolution No. 2022-186 – Exhibit A Microsoft Enterprise Licensing Agreement
- c. Resolution No. 2022-186 – Exhibit B Crayon Proposal
- d. Resolution No. 2022-186 – Exhibit C Microsoft Competitive Quote Comparison
- e. Resolution No. 2022-178 Amending the Salary Schedule for the Unclassified and Management Groups
- f. Resolution No. 2022-178 – Exhibit A Summary of Changes Management and Unclassified Clerical Technical Groups
- g. Resolution No. 2022-178 – Exhibit B Management and Unclassified Clerical Technical Groups Salary Schedule
- h. Adopt Resolution No. 2022-179 Amending the Part-time Salary Plan
- i. Resolution No. 2022-179 – Exhibit A Part-Time Hourly Compensation Plan
- j. Resolution No. 2022-179 – Exhibit B Part-Time Salary Schedule



CITY *of* ESCONDIDO

STAFF REPORT

ATTACHMENTS

- a. Attachment 1 – Financial status report and American Rescue Plan Act update for FY2021/22
- b. Attachment 2 – Budget Adjustment Requests: FY2021/22 General Fund carryovers and year-end resources, funding recommendations for deferred technology infrastructure, and American Rescue Plan Act Project funding

RESOLUTION NO. 2022-186

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR, TO EXECUTE, ON BEHALF OF THE CITY, A MICROSOFT LICENSING ENTERPRISE AGREEMENT WITH CRAYON TO PROVIDE MICROSOFT LICENSING AND SOFTWARE ASSURANCE

WHEREAS, the City of Escondido (“City”) has received a proposal from Crayon to provide Microsoft Licensing and Software Assurance via a Microsoft Licensing Enterprise Agreement. A copy of the Crayon proposal is attached as Exhibit “B” to this Staff Report and Resolution and is incorporated by this reference; and

WHEREAS, Crayon is one of ten resellers authorized to resell Microsoft Software Assurance based on cooperative pricing under the County of Riverside Enterprise Agreement No. 8084445; and

WHEREAS, the Chief Information Officer recommends approval of this Microsoft Licensing Enterprise Agreement; and

WHEREAS, the City Council determines it to be in the best interest of the public to approve the Microsoft Licensing Enterprise Agreement with Crayon for Microsoft Licensing and Software Assurance.

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

1. That the above recitations are true.
2. That the City Council accepts the recommendation of the Chief Information Officer.
3. The Mayor is authorized to execute, on behalf of the City, a Microsoft Licensing Enterprise Agreement (“Agreement”) with Crayon to provide Microsoft Licensing and Software Assurance. A copy of the Agreement is attached as Exhibit “A” and is incorporated by this reference.



Volume Licensing

Enterprise Enrollment

State and Local

| | |
|--|--|
| Enterprise Enrollment number <i>(Microsoft to complete)</i> | |
| Previous Enrollment number <i>(Reseller to complete)</i> | |

| | |
|--|--|
| Framework ID <i>(if applicable)</i> | |
|--|--|

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. **Order requirements.**

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1)** For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2)** For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3)** For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)*

Contact name* First Last

Contact email address*

Street address*

City*

State*
Postal code* -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*
Tax ID

** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last
Contact email address*
Street address*
City*
State*
Postal code* -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*

Language preference. Choose the language for notices. English
 This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last
Contact email address*
Phone*

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Dell Inc.
Street address (PO boxes will not be accepted)* One Dell Way
City* Round Rock
State* TX
Postal code* 78682
Country* United States
Contact name* Government Contract Admin
Phone* 847-465-3700
Contact email address* US_MS_VL_Admin@Dell.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

| |
|--|
| Signature* _____ Printed name* Printed title* Date* |
|--|

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
 - (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.



Volume Licensing

Program Signature Form

MBA/MBSA number

Agreement number

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

| Contract Document | Number or Code |
|----------------------------------|-------------------------|
| <Choose Agreement> | Document Number or Code |
| <Choose Agreement> | Document Number or Code |
| <Choose Agreement> | Document Number or Code |
| <Choose Agreement> | Document Number or Code |
| <Choose Agreement> | Document Number or Code |
| <Choose Enrollment/Registration> | Document Number or Code |
| <Choose Enrollment/Registration> | Document Number or Code |
| <Choose Enrollment/Registration> | Document Number or Code |
| <Choose Enrollment/Registration> | Document Number or Code |
| <Choose Enrollment/Registration> | Document Number or Code |
| Document Description | Document Number or Code |
| Document Description | Document Number or Code |
| Document Description | Document Number or Code |
| Document Description | Document Number or Code |
| Document Description | Document Number or Code |

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

| Customer |
|--|
| Name of Entity (must be legal entity name)* |
| Signature* _____ |
| Printed First and Last Name* |
| Printed Title |
| Signature Date* |
| Tax ID |

* indicates required field

| Microsoft Affiliate | |
|---|--|
| Microsoft Corporation | |
| Signature _____ | |
| Printed First and Last Name | |
| Printed Title | |
| Signature Date (date Microsoft Affiliate countersigns) | |
| Agreement Effective Date (may be different than Microsoft's signature date) | |

Optional 2nd Customer signature or Outsourcer signature (if applicable)

| Customer | |
|--|--|
| Name of Entity (must be legal entity name)* | |
| Signature* _____ | |
| Printed First and Last Name* | |
| Printed Title | |
| Signature Date* | |

** indicates required field*

| Outsourcer | |
|--|--|
| Name of Entity (must be legal entity name)* | |
| Signature* _____ | |
| Printed First and Last Name* | |
| Printed Title | |
| Signature Date* | |

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA



Quote Date:
 November 18, 2022

Customer
 City of Escondido
 201 N. Broadway
 Escondido, CA 92025
 Roger Hicks
rhicks@escondido.org

Quoted by:
 Crayon Software Experts LLC
 12221 Merit Drive, Suite 1400
 Dallas, TX 75251
 Candace Sherron
 Phone: 469-329-0290
sled.us@crayon.com

| Part Number | Description | Qty | Annual Net Unit Price | Extended Amount |
|---------------------|---|-----|-----------------------|-----------------------|
| Year 1 | | | | |
| AAD-33177 | M365 E5 Unified From SA Sub Per User | 855 | \$ 492.23 | \$ 420,856.65 |
| 076-01912 | Prjct Std ALNG SA MVL | 2 | \$ 127.23 | \$ 254.46 |
| 359-00792 | SQLCAL ALNG SA MVL DvcCAL | 9 | \$ 37.29 | \$ 335.61 |
| 228-04433 | SQLSvrStd ALNG SA MVL | 3 | \$ 160.26 | \$ 480.78 |
| 7NQ-00292 | SQLSvrStdCore ALNG SA MVL 2Lic CoreLic | 17 | \$ 640.08 | \$ 10,881.36 |
| 9EP-00208 | SysCtrDatactrCore ALNG SA MVL 2Lic CoreLic | 160 | \$ 48.72 | \$ 7,795.20 |
| 9EN-00198 | SysCtrStdCore ALNG SA MVL 2Lic CoreLic | 88 | \$ 17.85 | \$ 1,570.80 |
| D87-01159 | VisioPro ALNG SA MVL | 8 | \$ 109.14 | \$ 873.12 |
| D86-01253 | VisioStd ALNG SA MVL | 1 | \$ 56.08 | \$ 56.08 |
| QEK-00003 | VProSubw/GHEnt/MSDN ALNG SA MVL | 2 | \$ 304.88 | \$ 609.76 |
| 6VC-01254 | WinRmtDsktpSrvcsCAL ALNG SA MVL UserCAL | 260 | \$ 23.52 | \$ 6,115.20 |
| 9EA-00278 | WinSvrDCCore ALNG SA MVL 2Lic CoreLic | 210 | \$ 124.94 | \$ 26,237.40 |
| 9EM-00270 | WinSvrSTDCore ALNG SA MVL 2Lic CoreLic | 202 | \$ 19.18 | \$ 3,874.36 |
| J5U-00004 | AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision | 1 | \$ - | \$ - |
| JFX-00003 | M365 F3 FUSL Sub Per User | 222 | \$ 79.90 | \$ 17,737.80 |
| 8RU-00005 | M365 F5 Security + Compliance Sub Add-on | 222 | \$ 119.14 | \$ 26,449.08 |
| AAA-35418 | Azure Monetary Commitment Provision <i>(new \$0 Azure-commercial)</i> | 1 | | \$ - |
| Year 1 | | | | \$524,127.66 |
| Year 2 | | | | |
| AAD-33177 | M365 E5 Unified From SA Sub Per User | 855 | \$ 555.84 | \$ 475,243.20 |
| 076-01912 | Prjct Std ALNG SA MVL | 2 | \$ 127.87 | \$ 255.74 |
| 359-00792 | SQLCAL ALNG SA MVL DvcCAL | 9 | \$ 34.47 | \$ 310.23 |
| 228-04433 | SQLSvrStd ALNG SA MVL | 3 | \$ 161.06 | \$ 483.18 |
| 7NQ-00292 | SQLSvrStdCore ALNG SA MVL 2Lic CoreLic | 17 | \$ 643.28 | \$ 10,935.76 |
| 9EP-00208 | SysCtrDatactrCore ALNG SA MVL 2Lic CoreLic | 160 | \$ 48.97 | \$ 7,835.20 |
| 9EN-00198 | SysCtrStdCore ALNG SA MVL 2Lic CoreLic | 88 | \$ 17.94 | \$ 1,578.72 |
| D87-01159 | VisioPro ALNG SA MVL | 8 | \$ 109.69 | \$ 877.52 |
| D86-01253 | VisioStd ALNG SA MVL | 1 | \$ 56.36 | \$ 56.36 |
| QEK-00003 | VProSubw/GHEnt/MSDN ALNG SA MVL | 2 | \$ 306.40 | \$ 612.80 |
| 6VC-01254 | WinRmtDsktpSrvcsCAL ALNG SA MVL UserCAL | 260 | \$ 23.63 | \$ 6,143.80 |
| 9EA-00278 | WinSvrDCCore ALNG SA MVL 2Lic CoreLic | 210 | \$ 125.57 | \$ 26,369.70 |
| 9EM-00270 | WinSvrSTDCore ALNG SA MVL 2Lic CoreLic | 202 | \$ 19.27 | \$ 3,892.54 |
| J5U-00004 | AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision | 1 | \$ 0.00 | \$ 0.00 |
| JFX-00003 | M365 F3 FUSL Sub Per User | 222 | \$ 82.78 | \$ 18,377.16 |
| 8RU-00005 | M365 F5 Security + Compliance Sub Add-on | 222 | \$ 134.54 | \$ 29,867.88 |
| AAA-35418 | Azure Monetary Commitment Provision <i>(new \$0 Azure-commercial)</i> | 1 | \$ 0.00 | \$ 0.00 |
| Year 2 | | | | \$582,839.79 |
| Year 3 | | | | |
| AAD-33177 | M365 E5 Unified From SA Sub Per User | 855 | \$ 555.84 | \$ 475,243.20 |
| 076-01912 | Prjct Std ALNG SA MVL | 2 | \$ 127.87 | \$ 255.74 |
| 359-00792 | SQLCAL ALNG SA MVL DvcCAL | 9 | \$ 34.47 | \$ 310.23 |
| 228-04433 | SQLSvrStd ALNG SA MVL | 3 | \$ 161.06 | \$ 483.18 |
| 7NQ-00292 | SQLSvrStdCore ALNG SA MVL 2Lic CoreLic | 17 | \$ 643.28 | \$ 10,935.76 |
| 9EP-00208 | SysCtrDatactrCore ALNG SA MVL 2Lic CoreLic | 160 | \$ 48.97 | \$ 7,835.20 |
| 9EN-00198 | SysCtrStdCore ALNG SA MVL 2Lic CoreLic | 88 | \$ 17.94 | \$ 1,578.72 |
| D87-01159 | VisioPro ALNG SA MVL | 8 | \$ 109.69 | \$ 877.52 |
| D86-01253 | VisioStd ALNG SA MVL | 1 | \$ 56.36 | \$ 56.36 |
| QEK-00003 | VProSubw/GHEnt/MSDN ALNG SA MVL | 2 | \$ 306.40 | \$ 612.80 |
| 6VC-01254 | WinRmtDsktpSrvcsCAL ALNG SA MVL UserCAL | 260 | \$ 23.63 | \$ 6,143.80 |
| 9EA-00278 | WinSvrDCCore ALNG SA MVL 2Lic CoreLic | 210 | \$ 125.57 | \$ 26,369.70 |
| 9EM-00270 | WinSvrSTDCore ALNG SA MVL 2Lic CoreLic | 202 | \$ 19.27 | \$ 3,892.54 |
| J5U-00004 | AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision | 1 | \$ 0.00 | \$ 0.00 |
| JFX-00003 | M365 F3 FUSL Sub Per User | 222 | \$ 82.78 | \$ 18,377.16 |
| 8RU-00005 | M365 F5 Security + Compliance Sub Add-on | 222 | \$ 134.54 | \$ 29,867.88 |
| AAA-35418 | Azure Monetary Commitment Provision <i>(new \$0 Azure-commercial)</i> | 1 | \$ 0.00 | \$ 0.00 |
| Year 3 | | | | \$582,839.79 |
| 3 Year Total | | | | \$1,689,807.24 |

| Future Pricing | | | | |
|--|--|------------------------|--------------------|--------------------|
| Enterprise Products | | | | |
| Product Description | Mfg Part # | Pricing Information | | |
| | | Net Unit True Up Price | | |
| True-Ups - Enterprise Products | | Year 1 - Payment 1 | Year 2 - Payment 1 | Year 3 - Payment 1 |
| | | Net Unit True Up Price | | |
| Step-Ups - Enterprise Products | | Year 1 - Payment 1 | Year 2 - Payment 1 | Year 3 - Payment 1 |
| | | Net Unit True Up Price | | |
| Higher Editions - Enterprise Products | | Year 1 - Payment 1 | Year 2 - Payment 1 | Year 3 - Payment 1 |
| Additional Products | | | | |
| Product Description | Mfg Part # | Pricing Information | | |
| | | Net Unit True Up Price | | |
| True-Ups - Additional Products | | Year 1 - Payment 1 | Year 2 - Payment 1 | Year 3 - Payment 1 |
| 076-01776 | Project Standard ALng LSA | \$ 764.40 | \$ 635.88 | \$ 507.35 |
| 359-00765 | SQL CAL ALng LSA Device CAL | \$ 244.90 | \$ 207.25 | \$ 169.59 |
| 228-04437 | SQL Server Standard ALng LSA | \$ 1,052.52 | \$ 890.63 | \$ 728.75 |
| 7NQ-00302 | SQL Server Standard Core ALng LSA 2L | \$ 4,202.89 | \$ 3,556.29 | \$ 2,909.70 |
| 9EP-00037 | System Center DC Core ALng LSA 2L | \$ 320.16 | \$ 270.94 | \$ 221.73 |
| 9EN-00494 | System Center Standard Core ALng LSA 2L | \$ 117.44 | \$ 99.41 | \$ 81.38 |
| D87-01057 | Visio Professional ALng LSA | \$ 655.98 | \$ 545.73 | \$ 435.47 |
| D86-01175 | Visio Standard ALng LSA | \$ 336.79 | \$ 280.14 | \$ 223.49 |
| QEK-00001 | Visual Studio Pro with GitHub ALng LSA | \$ 900.43 | \$ 592.45 | \$ 284.47 |
| 6VC-01252 | Win Remote Desktop Services CAL ALng LSA UCAL | \$ 154.54 | \$ 130.78 | \$ 107.03 |
| 9EA-00039 | Win Server DC Core ALng LSA 2L | \$ 820.51 | \$ 694.29 | \$ 568.08 |
| 9EM-00562 | Win Server Standard Core ALng LSA 2L | \$ 127.86 | \$ 108.49 | \$ 89.12 |
| Higher Editions - Additional Products | | Year 1 - Payment 1 | Year 2 - Payment 1 | Year 3 - Payment 1 |
| H30-00910 | Project Professional ALng SASU Project Standard 1 Server CAL | \$ 491.57 | \$ 408.98 | \$ 326.38 |
| 7JQ-00448 | SQL Server Enterprise Core ALng SASU 2L SQL Svr Std | \$ 11,913.44 | \$ 10,080.58 | \$ 8,247.73 |
| 9EP-00209 | System Center DC Core ALng SASU 2L Sys Ctr Std | \$ 202.72 | \$ 171.53 | \$ 140.35 |
| D87-02227 | Visio Professional ALng SASU Visio Standard | \$ 319.19 | \$ 265.58 | \$ 211.98 |
| 9EA-00279 | Win Server DC Core ALng SASU 2L Win Server Std | \$ 692.65 | \$ 585.81 | \$ 478.97 |
| Enterprise Online Services | | | | |
| Product Description | Mfg Part # | Net Unit Price / month | | |
| Step-Ups - Enterprise Online Services | | | | |
| Higher Editions - Enterprise Online Services | | | | |
| Future Monthly- Enterprise Online Services | | | | |
| AAD-33168 | M365 E5 Unified Sub Per User | | | \$ 51.31 |
| Additional Online Products | | | | |
| Product Description | Mfg Part # | Net Unit Price / month | | |
| Online Services | | | | |
| JFX-00003 | M365 F3 FUSL Sub Per User | | | \$ 6.93 |
| 8RU-00005 | M365 F5 Security + Compliance Sub Add-on | | | \$ 11.27 |

** Pricing Expires in 45days from date of quote**

All items included in this RFQ are new, unused, not refurbished, with original manufacturer warranty.

Remit to Address:

Crayon Software Experts, LLC
 Attn: Finance Manager
 12221 Merit Drive, Suite 800
 Dallas, TX 75251
 Phone: 469-329-0290
 Invoices: invoice.cus@crayon.com

Send POs to: SLED.us@crayon.com

Microsoft Quote Comparison Sheet

| Vendor Name | Year 1 | Year 2 | Year 3 | Total Contract |
|--------------|---------------|---------------|---------------|-----------------|
| Crayon | \$524,127.66 | \$582,839.79 | \$582,839.79 | \$ 1,689,807.24 |
| Dell | \$ 571,863.85 | \$ 571,863.85 | \$ 571,863.85 | \$ 1,715,591.55 |
| SHI | \$ 578,918.26 | \$ 578,918.26 | \$ 578,918.26 | \$ 1,736,754.78 |
| Connection | \$ 579,070.54 | \$ 579,070.54 | \$ 579,070.54 | \$ 1,737,211.62 |
| CDWG | \$ 918,769.13 | \$ 918,769.13 | \$ 918,769.13 | \$ 2,756,307.39 |
| Software One | No Bid | | | No Bid |
| Insight | No Reply | | | No Reply |
| Zones | No Reply | | | No Reply |
| Softchoice | No Reply | | | No Reply |
| PCM | No Reply | | | No Reply |

RESOLUTION NO. 2022-178

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING AND RE-ESTABLISHING THE SALARY SCHEDULE FOR THE UNCLASSIFIED AND MANAGEMENT GROUPS

WHEREAS, the compensation for the unclassified and management groups of City of Escondido ("City") employees is established by the City Council from time to time; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to amend and readopt the salary schedule established by Resolution No. 2021-172.

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 summary of changes to the management and unclassified clerical technical groups is set forth in Exhibit "A," attached and incorporated by this reference.
3. That the salary schedule is set forth in Exhibit "B," attached and incorporated by this reference, for the positions listed are established.
4. That this Resolution supersedes Resolution No. 2021-172.



Summary of Changes Management and Unclassified Clerical Technical Groups 2022

| Class Title | Union Code | Detail of Change | Previous Monthly Salary | Updated Monthly Salary |
|---|------------|--|-------------------------|------------------------|
| Chief Information Officer | EM | Reclassified from Deputy City Manager/Director of Information Systems and salary grade change following salary study. Director of Information Systems was 7.74 below market median prior to salary study. | -- | \$12,255 - \$16,544 |
| City Engineer | MGT | Reclassified from Director of Engineering Services/City Engineer upon reassignment of Engineering Services to Development Services. | -- | -- |
| Control Systems Analyst | UCT | Salary grade change following salary survey due to retention challenges. Position was 23.10% below market median prior to change. | \$7,758 - \$9,430 | \$9,689 - \$11,777 |
| Deputy City Attorney I | MGT | Salary grade change following salary survey due to retention challenges. Position was 12.54% below market median prior to change. | \$6,499 - \$8,773 | \$7,899 - \$10,665 |
| Deputy City Attorney II | MGT | Salary grade change following salary survey due to retention challenges. Position was 41.44% below market median prior to change. | \$7,523 - \$10,157 | \$9,144 - \$12,345 |
| Deputy City Manager / Director of Information Systems | EM | Reclassified to Chief Information Officer. | \$13,181 - \$17,795 | -- |
| Deputy Director of Police Support Services | MGT | Reclassified from Police Business Manager to more accurately reflect the required level of duties of the position. | -- | \$8,295 - \$11,197 |
| Director of Development Services | EM | Reclassified from Director of Community Development upon reassignment of divisions and salary grade change following salary study due to recruitment challenges. Director of Community Development was 14.96% below market median prior to salary study. | \$11,671 - \$15,756 | \$13,511 - \$18,239 |
| Director of Information Systems | MGT | Eliminated upon reclassification of Deputy City Manager/Director of Information Systems to Chief Information Officer. | \$11,671 - \$15,576 | -- |
| Fire Chief | EM | Salary grade change due to merit increase. | \$13,511 - \$18,239 | \$14,186 - \$19,151 |
| Fleet Maintenance Superintendent | MGT | Salary grade change due to compaction with subordinate position. | \$6,499 - \$8,773 | \$6,824 - \$9,213 |
| Geographic Information Systems Technician I | UCT | Reclassified to Geographic Information Systems Analyst I/II. | \$3,791 - \$4,608 | -- |

Item 25.

| Class Title | Union Code | Detail of Change | Previous Monthly Salary | Updated Monthly Salary |
|--|------------|---|-------------------------|------------------------|
| Geographic Information Systems Technician II | UCT | Reclassified to Geographic Information Systems Analyst I/II. | \$4,185 - \$5,087 | -- |
| Housing & Neighborhood Services Manager | MGT | Salary grade change due to merit increase. | \$7,523 - \$10,157 | \$8,295 - \$11,197 |
| Human Resources Coordinator | UCT | Salary grade change due to salary grade change of subordinate position, Human Resources Technician II, following salary study. Human Resources Technician II was 12.07% below market median prior to salary change. | \$4,853 - \$5,899 | \$5,357 - \$6,511 |
| Human Resources Technician I | UCT | Salary grade change due to salary grade change of progression level position, Human Resources Technician II. | \$3,791 - \$4,608 | \$4,289 - \$5,214 |
| Human Resources Technician II | UCT | Salary grade change following salary study due to recruitment and retention challenges. Position was 12.07% below market median prior to salary change. | \$4,185 - \$5,087 | \$4,735 - \$5,755 |
| Interim Director of Community Development | EM | Eliminated upon hire of permanent Director of Development Services. | \$13,511 - \$18,239 | -- |
| Interim Police Chief | EM | Temporarily classified until permanent selection is made. | -- | -- |
| Network Administrator I | UCT | Salary grade change due to salary grade change of subordinate position, Network Systems Technician II, following salary study. Network Systems Technician II was 21.51% below market median prior to salary change. | \$5,491 - \$6,674 | \$6,368 - \$7,740 |
| Network Administrator II | UCT | Salary grade change due to salary grade change of subordinate position, Network Systems Technician II, following salary study. Network Systems Technician II was 21.51% below market median prior to salary change. | \$6,061 - \$7,367 | \$7,029 - \$8,543 |
| Network Manager | MGT | Salary grade change following salary survey due to recruitment challenges. Position was 6.00% below market median prior to change. | \$7,899 - \$10,665 | \$11,386 - \$11,757 |
| Network Systems Engineer | UCT | Salary grade change due to salary grade change of subordinate position, Network Systems Technician II, following salary study. Network Systems Technician II was 21.51% below market median prior to salary change. | \$5,769 - \$7,012 | \$6,690 - \$8,132 |
| Network Systems Technician I | UCT | Salary grade change due to salary grade change of progression level position, Network Systems Technician II. | \$3,699 - \$4,496 | \$4,507 - \$5,478 |
| Network Systems Technician II | UCT | Salary grade change following salary study due to recruitment and retention challenges. Position was 21.51% below market median prior to salary change. | \$4,083 - \$4,963 | \$4,974 - \$6,046 |

Item 25.

| Class Title | Union Code | Detail of Change | Previous Monthly Salary | Updated Monthly Salary |
|-----------------------------------|------------|---|-------------------------|------------------------|
| Network Systems Technician III | UCT | Salary grade change due to salary grade change of progression level position, Network Systems Technician II. | \$4,507 - \$5,478 | \$5,491 - \$6,674 |
| Payroll Analyst | UCT | Salary grade change due to salary grade change of subordinate position, Payroll Technician II. | \$4,619 - \$5,615 | \$5,226 - \$6,352 |
| Payroll Technician I | UCT | Salary grade change due to salary grade change of progression level position, Payroll Technician II. | \$3,699 - \$4,496 | \$4,185 - \$5,087 |
| Payroll Technician II | UCT | Salary grade change to maintain internal alignment with Human Resources Technician II, following salary study. Human Resources Technician II was 12.07% below market median prior to salary change. | \$4,083 - \$4,963 | \$4,619 - \$5,615 |
| Police Business Manager | MGT | Reclassified to Deputy Director of Police Support Services to more accurately reflect the required level of duties of the position. | \$6,824 - \$9,213 | -- |
| Public Safety Systems Analyst | UCT | Reclassified to Systems Analyst I/II to more accurately reflect the duties performed. | \$5,769 - \$7,012 | -- |
| Publications Coordinator I | UCT | Eliminated upon retirement of incumbent. Duties have been transferred to Division Coordinator. | \$3,269 - \$3,974 | -- |
| Publications Coordinator II | UCT | Eliminated upon retirement of incumbent. Duties have been transferred to Division Coordinator. | \$3,608 - \$4,386 | -- |
| Risk & Safety Manager | MGT | Salary grade change following salary survey due to recruitment challenges. Position was 6.00% below market median prior to change. | \$7,899 - \$10,665 | \$11,386 - \$11,757 |
| Senior Accountant | MGT | Eliminated upon promotion to Revenue Manager. | \$6,189 - \$8,356 | -- |
| Senior Deputy City Attorney | MGT | Salary grade change following salary survey due to retention challenges. Position was 22.60% below market median prior to change. | \$9,602 - \$12,962 | \$11,671 - \$15,756 |
| Senior Network Systems Engineer | MGT | Salary grade change due to salary grade change of subordinate position, Network Systems Technician II, following salary study. Network Systems Technician II was 21.51% below market median prior to salary change. | \$6,499 - \$8,773 | \$6,824 - \$9,213 |
| Tourism & Marketing Administrator | MGT | Eliminated upon retirement of incumbent. | \$4,849 - \$6,547 | -- |



PeopleSoft HRMS/Payroll
Classification and Compensation Plan as of 11/9/2022
(all salaries shown as monthly)

Item 25.

| Union Code | # of Authorized Positions | Job Code | Job Description | Base | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|------------|---------------------------|----------|------------------------------|----------|--------|--------|--------|--------|--------|--------|
| MGT | | 20090 | Accountant I | Band 008 | 4,619 | 6,236 | | | | |
| MGT | | 20094 | Accountant II | Band 012 | 5,614 | 7,579 | | | | |
| UCT | | 20093 | Accounting Assistant I | 2,819 | 2,960 | 3,108 | 3,263 | 3,426 | | |
| UCT | | 20091 | Accounting Assistant II | 3,112 | 3,267 | 3,431 | 3,602 | 3,782 | | |
| UCT | | 21330 | Administrative Coordinator | 4,289 | 4,504 | 4,729 | 4,965 | 5,214 | | |
| UCT | | 73000 | Asst Canal Superintendent | 4,853 | 5,096 | 5,350 | 5,618 | 5,899 | | |
| MGT | | 20000 | Asst City Attorney | Band 031 | 14,186 | 19,151 | | | | |
| MGT | | 21060 | Asst City Clerk | Band 014 | 6,189 | 8,356 | | | | |
| MGT | | 20180 | Asst City Engineer | Band 024 | 10,082 | 13,611 | | | | |
| EM | | 10100 | Asst City Manager | Band 032 | 14,895 | 20,109 | | | | |
| MGT | | 20192 | Asst Dir of Community Svs | Band 020 | 8,295 | 11,197 | | | | |
| UCT | | 20884 | Asst Env Programs Specialist | 4,185 | 4,394 | 4,614 | 4,844 | 5,087 | | |
| MGT | | 20310 | Bldg Maintenance Supt | Band 015 | 6,499 | 8,773 | | | | |
| MGT | | 20150 | Bldg Official | Band 023 | 9,602 | 12,962 | | | | |
| MGT | | 20320 | Budget Manager | Band 018 | 7,523 | 10,157 | | | | |
| UCT | | 20826 | Business Analyst I | 4,974 | 5,223 | 5,484 | 5,758 | 6,046 | | |
| UCT | | 20827 | Business Analyst II | 5,491 | 5,765 | 6,054 | 6,356 | 6,674 | | |
| UCT | | 73600 | Canal Assistant I | 3,269 | 3,433 | 3,604 | 3,784 | 3,974 | | |
| UCT | | 73650 | Canal Assistant II | 3,608 | 3,789 | 3,978 | 4,177 | 4,386 | | |
| MGT | | 73500 | Canal Superintendent | Band 015 | 6,499 | 8,773 | | | | |
| EM | | 10442 | Chief Information Officer | Band 028 | 12,255 | 16,544 | | | | |
| EM | | 10650 | Chief of Police | Band 034 | 16,423 | 22,170 | | | | |
| EM | | 10200 | City Attorney | 20,125 | | | | | | |
| EM | | 12000 | City Clerk | Band 023 | 9,602 | 12,962 | | | | |
| MGT | | 10480 | City Engineer | Band 028 | 12,255 | 16,544 | | | | |
| EM | | 10300 | City Manager | 23,333 | | | | | | |
| MGT | | 20140 | City Planner | Band 023 | 9,602 | 12,962 | | | | |
| MGT | | 20691 | City Traffic Engineer | Band 023 | 9,602 | 12,962 | | | | |
| MGT | | 50560 | Code Compliance Manager | Band 020 | 8,295 | 11,197 | | | | |

Item 25.

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|-----|-------|--------------------------------|----------|--------|--------|-------|-------|
| UCT | 21401 | Collections Officer | 3,983 | 4,182 | 4,391 | 4,611 | 4,841 |
| MGT | 21020 | Communications Mgr | Band 018 | 7,523 | 10,157 | | |
| MGT | 21015 | Communications Officer | Band 014 | 6,189 | 8,356 | | |
| UCT | 82235 | Control Systems Analyst | 7,758 | 8,146 | 8,554 | 8,981 | 9,430 |
| MGT | 40431 | Crime Analyst | Band 008 | 4,619 | 6,236 | | |
| UCT | 40432 | Criminal Intelligence Analyst | 6,212 | 6,523 | 6,849 | 7,191 | 7,551 |
| UCT | 40433 | Criminal Intelligence Sup | 7,204 | 7,565 | 7,943 | 8,340 | 8,757 |
| MGT | 21001 | Dep Building Official | Band 016 | 6,824 | 9,213 | | |
| MGT | 21199 | Dep City Attorney I | Band 019 | 7,899 | 10,665 | | |
| MGT | 21200 | Dep City Attorney II | Band 022 | 9,144 | 12,345 | | |
| EM | 10430 | Dep City Manager | Band 030 | 13,511 | 18,239 | | |
| MGT | 20441 | Dep Dir of Communications | Band 020 | 8,295 | 11,197 | | |
| MGT | 21261 | Dep Dir Of Community Svs | Band 020 | 8,295 | 11,197 | | |
| MGT | 20338 | Dep Dir of Economic Dev | Band 020 | 8,295 | 11,197 | | |
| MGT | 20440 | Dep Dir of Information Systems | Band 023 | 9,602 | 12,962 | | |
| MGT | 20442 | Dep Dir of Police Support Svc | Band 020 | 8,295 | 11,197 | | |
| MGT | 20336 | Dep Dir of Pub Wks/Maintenance | Band 022 | 9,144 | 12,345 | | |
| MGT | 20940 | Dep Dir of Util/Const & Eng | Band 024 | 10,082 | 13,611 | | |
| MGT | 20970 | Dep Dir of Util/Wastewater | Band 024 | 10,082 | 13,611 | | |
| MGT | 20950 | Dep Dir of Util/Water | Band 024 | 10,082 | 13,611 | | |
| FM | 20160 | Dep Fire Chief | Band 027 | 11,671 | 15,756 | | |
| UCT | 60510 | Dep Fire Marshal | 7,107 | 7,462 | 7,835 | 8,227 | 8,638 |
| UCT | 21430 | Department Aide | 2,683 | 2,817 | 2,958 | 3,106 | 3,261 |
| UCT | 21440 | Department Assistant | 3,112 | 3,267 | 3,431 | 3,602 | 3,782 |
| UCT | 21055 | Deputy City Clerk | 4,974 | 5,223 | 5,484 | 5,758 | 6,046 |
| EM | 10443 | Deputy City Mgr/Dir of CCS | Band 030 | 13,511 | 18,239 | | |
| EM | 10441 | Deputy City Mgr/Dir of Util | Band 030 | 13,511 | 18,239 | | |
| MGT | 20685 | Design & Construction Proj Mgr | Band 016 | 6,824 | 9,213 | | |
| UCT | 82255 | Digital Media Coord | 4,289 | 4,504 | 4,729 | 4,965 | 5,214 |
| UCT | 82256 | Digital Media Technician | 3,699 | 3,884 | 4,078 | 4,282 | 4,496 |
| EM | 10415 | Dir of Comm & Community Svs | Band 024 | 10,082 | 13,611 | | |
| EM | 10400 | Dir of Dev Services | Band 030 | 13,511 | 18,239 | | |
| EM | 10460 | Dir of Finance | Band 027 | 11,671 | 15,756 | | |
| EM | 10550 | Dir of Human Resources | Band 027 | 11,671 | 15,756 | | |

Item 25.

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|-----|-------|--------------------------------|----------|--------|--------|-------|-------------|
| EM | 10540 | Dir of Public Works | Band 027 | 11,671 | 15,756 | | |
| EM | 10575 | Director of Utilities | Band 028 | 12,255 | 16,544 | | |
| UCT | 21460 | Division Coordinator | | 3,608 | 3,789 | 3,978 | 4,177 4,386 |
| UCT | 60800 | Emer Medical Svs Program Coord | | 4,735 | 4,971 | 5,220 | 5,481 5,755 |
| MGT | 50770 | Emer/Disaster Preparedness Mgr | Band 014 | 6,189 | 8,356 | | |
| MGT | 20880 | Environmental Prog Mgr/Util | Band 018 | 7,523 | 10,157 | | |
| UCT | 20885 | Environmental Prog Specialist | | 5,491 | 5,765 | 6,054 | 6,356 6,674 |
| UCT | 21332 | Executive Assistant-City Atty | | 5,769 | 6,057 | 6,360 | 6,678 7,012 |
| UCT | 21331 | Executive Assistant-City Mgr | | 6,061 | 6,364 | 6,682 | 7,016 7,367 |
| UCT | 21336 | Executive Asst-Chief of Police | | 5,769 | 6,057 | 6,360 | 6,678 7,012 |
| UCT | 21334 | Executive Office Coordinator | | 4,289 | 4,504 | 4,729 | 4,965 5,214 |
| UCT | 21337 | Executive Office Specialist | | 3,269 | 3,433 | 3,604 | 3,784 3,974 |
| MGT | 50725 | Finance Manager | Band 018 | 7,523 | 10,157 | | |
| MGT | 50751 | Fire Admin Services Manager | Band 014 | 6,189 | 8,356 | | |
| FM | 20370 | Fire Battalion Chief | Band 023 | 9,602 | 12,962 | | |
| EM | 10600 | Fire Chief | Band 031 | 14,186 | 19,151 | | |
| FM | 20300 | Fire Division Chief | Band 026 | 11,115 | 15,005 | | |
| MGT | 20350 | Fire Marshal | Band 022 | 9,144 | 12,345 | | |
| MGT | 20850 | Fleet Maint Superintendent | Band 016 | 6,824 | 9,213 | | |
| UCT | 20874 | Forensic Services Supervisor | | 6,527 | 6,853 | 7,196 | 7,556 7,933 |
| MGT | 50731 | Geographic Information Sys Mgr | Band 015 | 6,499 | 8,773 | | |
| UCT | 50735 | GIS Analyst I | | 5,769 | 6,057 | 6,360 | 6,678 7,012 |
| UCT | 50737 | GIS Analyst II | | 6,368 | 6,686 | 7,020 | 7,371 7,740 |
| MGT | 21190 | Housing & Neigh Svs Manager | Band 020 | 8,295 | 11,197 | | |
| MGT | 21081 | Human Resources Analyst I | Band 009 | 4,849 | 6,547 | | |
| MGT | 21083 | Human Resources Analyst II | Band 011 | 5,346 | 7,217 | | |
| UCT | 21650 | Human Resources Coordinator | | 5,357 | 5,625 | 5,906 | 6,201 6,511 |
| MGT | 21130 | Human Resources Manager | Band 019 | 7,899 | 10,665 | | |
| UCT | 21651 | Human Resources Technician I | | 4,289 | 4,504 | 4,729 | 4,965 5,214 |
| UCT | 21655 | Human Resources Technician II | | 4,735 | 4,971 | 5,220 | 5,481 5,755 |
| EM | 10651 | Interim Chief of Police | Band 034 | 16,423 | 22,170 | | |
| MGT | 20800 | Laboratory Superintendent | Band 019 | 7,899 | 10,665 | | |
| MGT | 20501 | Lakes & Open Space Supt. | Band 015 | 6,499 | 8,773 | | |
| UCT | 20875 | Latent Print & Evid Specialist | | 5,628 | 5,909 | 6,205 | 6,515 6,841 |

Item 25.

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|-----|-------|--------------------------------|----------|--------|--------|-------|-------|-------|
| UCT | 20876 | Latent Print Specialist | | 4,974 | 5,223 | 5,484 | 5,758 | 6,046 |
| UCT | 21580 | Legal Assistant | | 5,099 | 5,354 | 5,621 | 5,902 | 6,198 |
| UCT | 21585 | Legal Specialist | | 5,357 | 5,625 | 5,906 | 6,201 | 6,511 |
| UCT | 21470 | Maintenance & Oper Coordinator | | 3,983 | 4,182 | 4,391 | 4,611 | 4,841 |
| UCT | 81935 | Maintenance Scheduler | | 6,690 | 7,024 | 7,376 | 7,744 | 8,132 |
| MGT | 21090 | Management Analyst I | Band 009 | 4,849 | 6,547 | | | |
| MGT | 21092 | Management Analyst II | Band 012 | 5,614 | 7,579 | | | |
| UCT | 21317 | Network Administrator I | | 6,368 | 6,686 | 7,020 | 7,371 | 7,740 |
| UCT | 21318 | Network Administrator II | | 7,029 | 7,380 | 7,749 | 8,137 | 8,543 |
| MGT | 21801 | Network Manager | Band 021 | 8,710 | 11,758 | | | |
| UCT | 21311 | Network Systems Engineer | | 6,690 | 7,024 | 7,376 | 7,744 | 8,132 |
| UCT | 21310 | Network Systems Technician I | | 4,507 | 4,732 | 4,968 | 5,217 | 5,478 |
| UCT | 21313 | Network Systems Technician II | | 4,974 | 5,223 | 5,484 | 5,758 | 6,046 |
| UCT | 21316 | Network Systems Technician III | | 5,491 | 5,765 | 6,054 | 6,356 | 6,674 |
| UCT | 21661 | Payroll Analyst | | 5,226 | 5,487 | 5,762 | 6,050 | 6,352 |
| UCT | 21660 | Payroll Technician I | | 3,699 | 3,884 | 4,078 | 4,282 | 4,496 |
| UCT | 21662 | Payroll Technician II | | 4,619 | 4,850 | 5,093 | 5,347 | 5,615 |
| PM | 20600 | Police Captain | Band 026 | 11,115 | 15,005 | | | |
| PM | 20670 | Police Lieutenant | Band 024 | 10,082 | 13,611 | | | |
| UCT | 21550 | Police Projects Specialist | | 4,397 | 4,616 | 4,847 | 5,090 | 5,344 |
| MGT | 50753 | Police Services Analyst | Band 013 | 5,895 | 7,958 | | | |
| UCT | 21555 | Police Training Coordinator | | 4,289 | 4,504 | 4,729 | 4,965 | 5,214 |
| MGT | 20680 | Principal Engineer | Band 022 | 9,144 | 12,345 | | | |
| MGT | 20690 | Principal Planner | Band 019 | 7,899 | 10,665 | | | |
| MGT | 21240 | Program Administrator | Band 009 | 4,849 | 6,547 | | | |
| UCT | 21680 | Programmer Analyst I | | 4,619 | 4,850 | 5,093 | 5,347 | 5,615 |
| UCT | 21681 | Programmer Analyst II | | 5,099 | 5,354 | 5,621 | 5,902 | 6,198 |
| MGT | 40100 | Pub Safety Communications Mgr | Band 017 | 7,165 | 9,673 | | | |
| MGT | 21335 | Public Safety Systems Manager | Band 016 | 6,824 | 9,213 | | | |
| MGT | 20500 | Public Works Superintendent | Band 015 | 6,499 | 8,773 | | | |
| MGT | 21340 | Real Property Manager | Band 019 | 7,899 | 10,665 | | | |
| MGT | 20001 | Revenue Manager | Band 018 | 7,523 | 10,157 | | | |
| UCT | 20040 | Risk & Safety Coordinator | | 4,619 | 4,850 | 5,093 | 5,347 | 5,615 |
| MGT | 20337 | Risk & Safety Manager | Band 021 | 8,710 | 11,758 | | | |

Item 25.

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|-----|-------|-------------------------------|----------|-------|--------|--------|-------|-------|
| UCT | 20345 | Safety Trainer | | 5,099 | 5,354 | 5,621 | 5,902 | 6,198 |
| UCT | 20092 | Sr Accounting Assistant | | 3,608 | 3,789 | 3,978 | 4,177 | 4,386 |
| MGT | 50754 | Sr Crime Analyst | Band 010 | | 5,092 | 6,875 | | |
| MGT | 21220 | Sr Deputy City Attorney | Band 027 | | 11,671 | 15,756 | | |
| MGT | 20877 | Sr Engineer | Band 019 | | 7,899 | 10,665 | | |
| UCT | 20887 | Sr Environmental Prog Spec | | 6,061 | 6,364 | 6,682 | 7,016 | 7,367 |
| MGT | 21080 | Sr Human Resources Analyst | Band 014 | | 6,189 | 8,356 | | |
| UCT | 21590 | Sr Legal Assistant | | 5,913 | 6,209 | 6,519 | 6,845 | 7,187 |
| MGT | 21309 | Sr Network Systems Engineer | Band 016 | | 6,824 | 9,213 | | |
| MGT | 20840 | Sr Planner | Band 014 | | 6,189 | 8,356 | | |
| UCT | 20347 | Sr Safety Analyst | | 5,769 | 6,057 | 6,360 | 6,678 | 7,012 |
| UCT | 20823 | Systems Analyst I | | 6,368 | 6,686 | 7,020 | 7,371 | 7,740 |
| UCT | 20825 | Systems Analyst II | | 7,029 | 7,380 | 7,749 | 8,137 | 8,543 |
| UCT | 20965 | Telecommunications Specialist | | 4,185 | 4,394 | 4,614 | 4,844 | 5,087 |
| MGT | 82233 | Utilities Analyst | Band 011 | | 5,346 | 7,217 | | |
| MGT | 20683 | Utilities Constr Proj Mgr | Band 016 | | 6,824 | 9,213 | | |
| UCT | 82230 | Utilities Construction Coord | | 4,735 | 4,971 | 5,220 | 5,481 | 5,755 |
| MGT | 20920 | Utilities Maintenance Supt | Band 022 | | 9,144 | 12,345 | | |
| MGT | 20975 | Wastewater Operations Supt | Band 022 | | 9,144 | 12,345 | | |
| MGT | 20930 | Water Distribution Supt | Band 020 | | 8,295 | 11,197 | | |
| MGT | 20990 | Water Treatment Plant Supt | Band 022 | | 9,144 | 12,345 | | |
| UCT | 20960 | Web Design Technician I | | 3,699 | 3,884 | 4,078 | 4,282 | 4,496 |
| UCT | 20961 | Web Design Technician II | | 4,083 | 4,287 | 4,501 | 4,726 | 4,963 |

RESOLUTION NO. 2022-179

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ESCONDIDO, CALIFORNIA, AMENDING THE PART-TIME
PAY PLAN

WHEREAS, the compensation for the part-time, unclassified group of City employees is established by the City Council from time to time; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to adopt and amend said salary ranges of the Part-time Hourly Compensation Plan and Part-Time Hourly Pay Schedule.

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 part-time salary ranges are hereby established and amended for the positions set forth in Exhibit "A" and corresponding hourly step rates set forth in Exhibit "B" which are both attached and incorporated by this reference.
3. That this Resolution supersedes Resolution No. 2021-173.

PART-TIME HOURLY COMPENSATION PLAN January 1, 2023

| | |
|---|--|
| RANGE I 15.50 – 19.36 Maintenance Aide I Park Attendant I Parking Enforcement Officer Recreation Leader I Senior Service Aide I | RANGE VI 17.54 – 21.90 Currently No Classifications |
| RANGE II 15.89 – 19.84 Maintenance Aide II Park Attendant II Recreation Leader II Senior Service Aide II | RANGE VII 17.98 – 22.45 Head Lifeguard |
| RANGE III 16.28 – 20.34 Lifeguard Park Attendant III Principal Recreation Leader Senior Service Aide III | RANGE VIII 18.42 – 23.01 Currently No Classifications |
| RANGE IV 16.69 – 20.85 Currently No Classifications | RANGE IX 18.88 – 23.59 Currently No Classifications |
| RANGE V 17.11 – 21.37 Water Safety Instructor | RANGE X Dept. Head discretion ranging from a minimum of current California minimum wage to a maximum of \$100.00 per hour. Department Specialist Department Specialist / Reserve Maintenance Specialist Recreation Specialist I Recreation Specialist II Swimming Pool Manager Tiny Tot Instructor |

(Ranger Specialist – Park Ranger I Benchmark; M&O 99)

PART-TIME HOURLY PAY SCHEDULE January 1, 2023

Resolution No. 2022-179
EXHIBIT B
PAGE 1 of 1

| Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|-------------------------------|---|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Range I - Base Rate | \$15.500000 | \$15.887500 | \$16.284688 | \$16.691805 | \$17.109100 | \$17.536827 | \$17.975248 | \$18.424629 | \$18.885245 | \$19.357376 |
| Range II - Base Rate | \$15.887500 | \$16.284688 | \$16.691805 | \$17.109100 | \$17.536827 | \$17.975248 | \$18.424629 | \$18.885245 | \$19.357376 | \$19.841310 |
| Range III - Base Rate | \$16.284688 | \$16.691805 | \$17.109100 | \$17.536827 | \$17.975248 | \$18.424629 | \$18.885245 | \$19.357376 | \$19.841310 | \$20.337343 |
| Range IV - Base Rate | \$16.691805 | \$17.109100 | \$17.536827 | \$17.975248 | \$18.424629 | \$18.885245 | \$19.357376 | \$19.841310 | \$20.337343 | \$20.845777 |
| Range V - Base Rate | \$17.109100 | \$17.536827 | \$17.975248 | \$18.424629 | \$18.885245 | \$19.357376 | \$19.841310 | \$20.337343 | \$20.845777 | \$21.366921 |
| Range VI - Base Rate | \$17.536827 | \$17.975248 | \$18.424629 | \$18.885245 | \$19.357376 | \$19.841310 | \$20.337343 | \$20.845777 | \$21.366921 | \$21.901094 |
| Range VII - Base Rate | \$17.975248 | \$18.424629 | \$18.885245 | \$19.357376 | \$19.841310 | \$20.337343 | \$20.845777 | \$21.366921 | \$21.901094 | \$22.448622 |
| Range VIII - Base Rate | \$18.424629 | \$18.885245 | \$19.357376 | \$19.841310 | \$20.337343 | \$20.845777 | \$21.366921 | \$21.901094 | \$22.448622 | \$23.009837 |
| Range IX - Base Rate | \$18.885245 | \$19.357376 | \$19.841310 | \$20.337343 | \$20.845777 | \$21.366921 | \$21.901094 | \$22.448622 | \$23.009837 | \$23.585083 |
| Range X - Base Rate | Salary set at Department Head discretion ranging from a minimum of current California minimum wage to a maximum of \$100.00 per hour. | | | | | | | | | |

OVERVIEW

This report summarizes the City's financial position through the fiscal year ending June 30, 2022 for the General Fund, the Water and Wastewater Funds, and an update on the American Rescue Plan Act project funds.

The purpose of the report is to provide City Council, City Management, and the Escondido community an update on the City's fiscal status based on the most recent financial information available. The revenue and budget information include adjustments for encumbrances, carryovers, and any other supplemental appropriations approved by the City Council as of June 30, 2022.

This report is for internal use only. The figures presented here are unaudited and have not been prepared in accordance with Generally Accepted Accounting principles (GAAP).

GENERAL FUND

The General Fund Fiscal Year 2021/22 operating budget was adopted as a balanced budget but relies on over \$8 million of one-time sources of funds including the final loan repayment from the Successor Agency Redevelopment Loan of \$2.2 million and an estimated transfer of \$6.1 million from the Section 115 Pension Trust Fund.

Total budgeted operating revenue was projected to increase by 3% to reach \$107.2 million and the adopted expenditure budget of \$117.1 million increased by approximately \$7.1 million or 6% compared to the revised FY2020/21 operating budget. In addition to providing core City services including Public Safety, Public Works, Community Services, and Community Development, the FY2021/22 budget reflects the resources required to address specific public service needs around traffic flow, traffic safety, and homelessness.

Due to strong consumer demand for products, continued high inflation, and a strong housing market, overall operating revenue exceed the amount project by \$11.8 million, a 9% increase from the prior fiscal year. As reported in previous fiscal updates, the City continues to experience expenditure savings from vacant staff positions in multiple departments as recruitments are being performed. This resulted in expenditures being under the amount budgeted by \$2.6 million.

General Fund
Comparison of FY2021/22 Operating Budget to Actuals

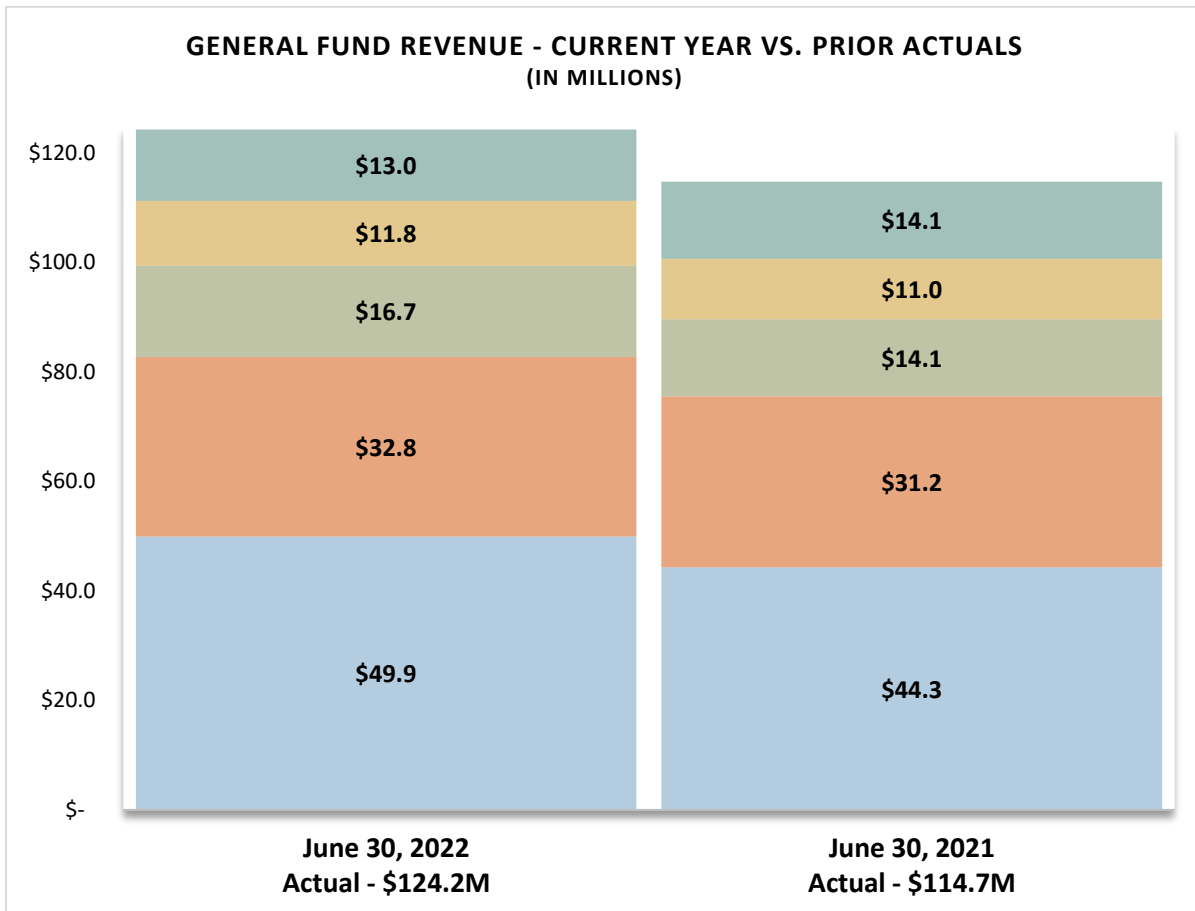
| | FY2021/22 ADOPTED BUDGET | FY2020/21 AMENDED BUDGET | FY2021/22 ACTUAL RESULTS | OVER / (UNDER) AMENDED BUDGET |
|---|---|---|---|--|
| Total Operating Revenue | \$107,219,510 | \$112,476,190 | \$124,249,750 | \$11,773,560 |
| Total Operating Expenditures | (117,063,760) | (119,307,480) | (116,663,940) | (2,643,540) |
| Other Sources (Uses) | 1,563,840 | 1,563,840 | 1,563,840 | - |
| Net Operating Surplus / (Deficit)* | (\$8,280,410) | (\$5,267,450) | \$9,149,650 | - |

*FY2021/22 projected Operating Budget deficit closed with one-time revenue from the Redevelopment Loan payment of \$2.2 million and funding from the Section 115 Pension Trust Fund of \$6.1 million.

GENERAL FUND REVENUE

| | FY2021/22 AMENDED BUDGET | ACTUAL RESULTS JUNE 2022 | ACTUAL RESULTS JUNE 2021 | Prior Year vs. Current Year |
|--------------------------------|---|-------------------------------------|-------------------------------------|--|
| Sales Tax | \$46,347,300 | \$49,857,190 | \$44,295,510 | \$5,561,680 |
| Property Tax | 30,925,000 | 32,753,740 | 31,209,630 | 1,544,110 |
| Other Taxes | 13,680,000 | 16,734,250 | 14,142,700 | 2,591,550 |
| Charges for Services | 10,169,710 | 11,831,970 | 10,951,710 | 880,260 |
| Permits and Licenses | 1,412,500 | 2,157,450 | 2,433,870 | (276,420) |
| Fines and Forfeitures | 908,000 | 880,870 | 864,800 | 16,070 |
| Intergovernmental | 4,397,680 | 4,870,850 | 5,095,300 | (224,450) |
| Rental Income | 3,738,000 | 4,008,410 | 4,131,580 | (123,170) |
| Other Revenue | 898,000 | 1,155,020 | 1,527,250 | (372,230) |
| TOTAL OPERATING REVENUE | \$112,476,190 | \$124,249,750 | \$114,652,350 | \$9,597,400 |

Sales tax is the largest General Fund revenue source at 40% of total operating revenue followed by property tax, other taxes, and charges for services. The chart below shows the major categories of revenue collected through June 30, 2022 compared to the revenue collected in the prior year through June 30, 2021.



Sales Tax (\$49.9 million)

The Sales Tax revenue projected in the Fiscal Year 2021/22 Operating Budget adopted in June 2021 was \$42.1 million, an increase of \$2.7 million or 7% over the FY2020/21 amended sales tax forecast. Actual sales tax revenue **increased by 13%** compared to the prior fiscal year.

The growth in sales tax revenue experienced in the City of Escondido since the onset of the pandemic is similar to statewide results. According to HdL Companies, "The Golden State showed continued strong gains in sales tax receipts, reporting an overall 10% spike in sales and use tax from April through June when compared to the same quarter last year. These returns mark the sixth consecutive quarter of double-digit growth since the pandemic periods in 2020."

The largest sales tax segment, 37% of total sales tax revenue, is Transportation, which includes new and used auto sales, auto repair shops, and service stations. Sales revenues increased by 20% compared to the prior year primarily due to new auto sales. Limited supply has been overwhelmed by strong demand and the smaller inventories increased the taxable price of vehicles. As businesses, commuters, and travelers returned to the road with increased gas prices, fuel and service stations also increased by about 59% compared to the same quarter in the prior year.

Sales tax revenue received through the County Pool is now the second largest sales tax segment accounting for 20% of the sales tax revenue received this fiscal year. Effective in April 2019, new taxable sales are distributed to the City under the AB 147 Wayfair decision which extended the sales and use taxes to online and out-of-state retailers engaged in business in California. However, the increase in activity from the countywide pool experienced during the pandemic has slowed; total receipts remained flat compared to the prior year.

The Construction sales tax segment which accounts for revenue generated from building materials, including both wholesale and general retail, increased from the prior year by about 9%. This can be attributed to increases in the price of materials, including lumber and steel, and the continued high demand for home improvements and new construction in the City.

General Retail and Food Products combined make up 24% of the total sales tax revenue for the City and increased by 35% compared to the prior fiscal year. This growth reflects increased foot traffic and buying activity as people return to in-store shopping and indoor dining.

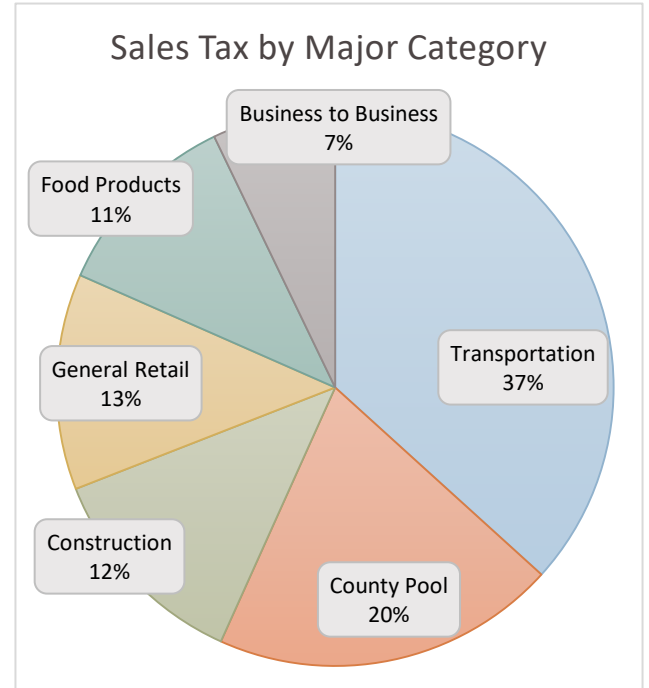
Property Tax (\$32.8 million)

Property Tax revenue increased by \$1,544,110 or about 5% compared to the prior year. The largest portions of property tax revenue are distributed by the County in December and April each year. The FY2021/22 Operating Budget projected property tax growth of just 3%. The increase in overall assessed values of properties in Escondido, favorable lending conditions, and the continued rise in the number of home sales have all lead to significant growth in property tax revenues this fiscal year.

Other Taxes (\$16.7 million)

Other Taxes include franchise fee revenues, Transient Occupancy Tax, and business license revenue and combined have increased by \$2,591,550 compared to the prior year.

The City collects franchise fee revenues from San Diego Gas and Electric (SDG&E), cable companies conducting business within City limits, and Escondido Disposal Incorporated (EDI). Revenues received from franchise agreements increased by \$1.5 million from the prior fiscal year primarily due to an increase in fees collected from EDI and SDG&E.



Transient Occupancy Tax, also known as hotel tax, increased by \$830,715 compared to the prior year. Due to the COVID-19 pandemic, many hotels remained closed or partially closed during the prior fiscal year. The tourism industry was impacted significantly as a result of the closures, and many forecasted its recovery would take much longer than it has. The Transient Occupancy Tax receipts have **increased by 49%** from the pre-pandemic levels in March 2020.

All entities doing business in the City are required to have a valid business license. The business license tax is calculated based on annual gross receipts; business license revenue from the 2022 calendar year is based off of 2021 gross receipts. Business license revenues remained flat compared to the prior fiscal year.

Charges for Services (\$11.8 million)

Charges for Services include paramedic fees, Community Services fees for recreational and community activities, and charges for development related services, which include Engineering and Planning fees. In the prior fiscal year, due to the public health orders, City recreation facilities and services were restricted or closed. However, as certain restrictions have been lifted, Community Service fees have increased by approximately \$612,700 compared to the prior fiscal year. Development Services revenue also increased by about \$1.1 million, due to the development projects occurring throughout the City.

Intergovernmental (\$3.8 million)

Intergovernmental revenue includes the Rincon fire services agreement, state mandated cost claims, and various grants, and decreased \$71,040 compared to the prior year.

Permits and Licenses (\$2.2 million)

Revenue generated from permits and licenses decreased slightly compared to fiscal year 2020/21; however, construction and development activity continues driving building permit revenue compared to previous fiscal years.

Fines & Forfeitures (\$880,870)

Fines & Forfeitures represent fees collected for Code Compliance citations, vehicle code violations, parking citations, lost library materials, and impound fees. The increase of \$16,070 is due to an increase in activity as pandemic-related restrictions continued to be lifted.

Investment, Rental Income, and Other Revenues (\$5.2 million)

Investments, Rental Income, and Other Revenue includes rental income, interest earned from investing activities, and other miscellaneous receipts and have remained flat compared to the prior year.

One-Time Funds: Fire Mutual Aid Reimbursements (\$1,023,638)

The City's Fire Department staff can be deployed to assist other State agencies with responses to fires and other incidents. The California Office of Emergency Services reimburses the City for the time and resources of the staff deployed. As of June 2022, reimbursements of \$1,023,638 have been recorded.

GENERAL FUND OPERATING EXPENDITURES

The FY2021/22 General Fund Operating Budget increased by approximately \$7.1 million or 6% compared to the FY 2020/21 revised Operating Budget. In addition to providing core City services including Public Safety, Public Works, Community Services, and Community Development, the FY2021/22 budget reflects the resources required to address specific public service needs around traffic flow, traffic safety, and homelessness.

As shown in the table below, total General Fund actual expenditures increased by 9.9% compared to the prior fiscal year or about \$10.5 million. However, actual expenditures are under budget by about \$2.6 million, including the carryover expenses committed to the next fiscal year.

| | FY2021/22 AMENDED BUDGET | ACTUAL RESULTS JUNE 2022 | ACTUAL RESULTS JUNE 2021 |
|--|---|-------------------------------------|-------------------------------------|
| General Government & Support Services | \$6,891,580 | \$56,094,090 | \$5,406,180 |
| Community Services | 9,097,870 | 8,945,190 | 7,407,930 |
| Development Services | 8,185,560 | 6,598,350 | 6,871,570 |
| Public Works | 12,497,670 | 12,263,600 | 10,107,380 |
| Police | 49,324,210 | 49,105,220 | 45,947,390 |
| Fire | 29,053,990 | 29,600,210 | 27,172,350 |
| California Center for the Arts | 2,412,680 | 2,747,680 | 2,181,670 |
| Other Expenditures | 1,843,920 | 1,309,600 | 1,017,330 |
| TOTAL OPERATING EXPENDITURES | \$119,307,480 | \$116,663,940 | \$106,111,800 |

As reported in prior financial updates, the City continues to experience expenditure savings from vacant staff positions in multiple departments as recruitments are being performed. In calendar year 2021 the City had the highest turnover rate at 14%. This is not unique to the City but is comparable to the competitive job market locally. As a result of the vacant positions and extended length of recruitments, actual Employee Services costs are under the FY2021/22 budgeted amount by \$3.3 million.

| | FY2021/22 BUDGET | ACTUAL RESULTS JUNE 2022 | OVER / (UNDER) BUDGET |
|-------------------------------------|-----------------------------|---|--------------------------------------|
| Employee Services | \$100,647,550 | \$97,371,390 | (\$3,276,160) |
| Maintenance and Operations | 21,014,070 | 21,286,440 | 272,370 |
| Internal Service Charges | 12,664,600 | 12,664,600 | - |
| Allocations | (16,784,730) | (16,402,890) | 381,840 |
| Debt Service | 620,990 | 620,900 | (90) |
| Capital Outlay | 1,145,000 | 1,123,500 | (21,500) |
| TOTAL OPERATING EXPENDITURES | \$119,307,480 | \$116,663,940 | (\$2,643,540) |

GENERAL FUND RESERVES

In December 2015, City Council adopted a Fund Balance Policy and established a General Fund target Reserve balance of 25% of General Fund operating revenues in order to maintain adequate levels of fund balance based. This goal is based on a risk-based analysis to mitigate current and future risks, adequately provide for cash flow requirements, and to fund one-time unanticipated expenditure requirements.

Total General Fund operating revenue in Fiscal Year 2021/22 is \$124,249,750 and 25% of this amount is \$27,854,878. The current General Fund Reserve balance is \$17,392,319, or 16% of budgeted operating revenue, which is below the identified acceptable risk-based analysis adopted by City Council and general government practices.

Section 115 Irrevocable Pension Trust Fund

In February 2018, City Council authorized the establishment of a Section 115 Irrevocable Pension Trust Fund. The Trust Fund is used to set aside and hold money to meet future pension liabilities and can be used to provide economic relief during recessionary cycles and/or rate increases that are significantly above anticipated projected employee rate increases. Funds placed in this Trust can also be used to offset the City's "normal" CalPERS costs, such that if funds are necessary for other purposes, a certain amount of flexibility is present. Another benefit is that funds held in the Trust can be invested in the same manner as funds in a typical pension fund rather than as part of the City's General Fund, which means a potentially higher rate of return.

When the Pension Trust Fund was established, a funding policy for contributions to the Fund was recommended and included the four years of annual Successor Agency Redevelopment Loan Repayments of \$14 million that began in Fiscal Year 2018/19, future proceeds from the sale of City Property belonging to the General Fund, and a portion of General Fund surplus at the end of each fiscal year, if one exists. On October 27, 2021, City Council approved the transfer of the FY2020/21 Successor Agency Redevelopment Loan Repayment of \$5,982,930 and the remaining net resources from the FY2020/21 yearend operating results of \$5,567,915.

On June 30, 2022, the Section 115 Pension Trust Fund had a balance of \$23,667,372 which included City contributions of \$24,406,430 less a loss on investment earnings net of expenses of \$739,058. Prior to fiscal year 2021/22, the Trust Fund had a 1-year rate of return of 14%, and the investment earnings had grown to about \$1.4 million.

The 3-month rate of return of the investment portfolio is a loss of 8.32%, the 1-year rate of return is .38%, and the 3-year rate of return is 2.05%.

The following table provides a summary of the activity since the establishment of the Trust Fund.

| Section 115 Pension Trust Fund | |
|--|---------------------|
| Prior Contributions | \$12,855,585 |
| Successor Agency Advance Repayment – FY2020/21 | 5,982,930 |
| General Fund Operating Results – FY2020/21 | 5,567,915 |
| Investment Earnings, net of expenses | (739,058) |
| Balance as of June 30, 2022 | \$23,667,372 |

WATER FUND

The Water Fund ended the fiscal year with net revenue of \$11.2 million, a decrease of \$2.5 million compared to the prior year. Water service charges remained flat compared to the prior year. Operating expenses increased primarily due to an increase in the amount of purchased water needed in the fiscal year.

The City has agreed to set charges for water services each year at rates sufficient to produce net revenues (after paying operating and maintenance expenses,

excluding depreciation, GASB 68 pension accounting entries and interest) of at least 1.20 times debt services on the bonds. As shown in the chart above, the City has met this debt service coverage in both fiscal years. Excess net revenues are used to fund ongoing capital expenditure projects needed to maintain the City's water system infrastructure.

| | ACTUAL RESULTS JUNE 2022 | ACTUAL RESULTS JUNE 2021 | PRIOR YEAR VS CURRENT YEAR |
|--|---|---|---------------------------------------|
| Operating Revenues | \$74,725,288 | \$75,323,498 | (\$598,210) |
| Operating Expenses | (63,466,618) | (61,511,905) | 1,954,713 |
| Net Operating Income | \$11,258,670 | \$13,811,593 | (\$2,552,923) |
| <i>Amount Required for Long-Term Debt Obligations:</i> | | | |
| Debt Service Payments | \$4,512,451 | \$4,294,616 | |
| Coverage Required | 1.20 | 1.20 | |
| Amount Required | 5,414,942 | 5,153,539 | |
| Excess of Net Revenues | \$5,843,728 | \$5,658,054 | |

WASTEWATER FUND

The Wastewater Fund ended the fiscal year with net revenue of \$15.2 million, an increase of \$2.5 million compared to the prior year. This was primarily the result of an increase in wastewater charges for services of about \$3.5 million compared to the prior year, offset by increases in Utilities and general operating expenses.

The City has agreed to set charges for wastewater services each year at rates sufficient to produce net revenues (after

paying operating and maintenance expenses, excluding depreciation, GASB 68 pension accounting entries and interest) of at least 1.15 times debt services on the bonds. As shown in the chart above, the City has met this debt service coverage in both fiscal years. Excess net revenues are used to fund ongoing capital expenditure projects needed to maintain the City's wastewater system infrastructure.

| | ACTUAL RESULTS JUNE 2022 | ACTUAL RESULTS JUNE 2021 | PRIOR YEAR VS CURRENT YEAR |
|--|---|---|---------------------------------------|
| Operating Revenues | \$43,196,211 | \$40,133,972 | \$3,062,239 |
| Operating Expenses | (28,017,968) | (27,446,619) | 571,349 |
| Net Operating Income | \$15,178,243 | \$12,687,353 | \$2,490,890 |
| <i>Amount Required for Long-Term Debt Obligations:</i> | | | |
| Debt Service Payments | \$5,673,346 | \$6,110,003 | |
| Coverage Required | 1.15 | 1.15 | |
| Amount Required | 6,524,347 | 7,026,504 | |
| Excess of Net Revenues | \$8,653,896 | \$5,660,849 | |


American Rescue Plan Act


On March 11, 2021, the American Rescue Plan Act of 2021 (“ARPA”) was signed into law, which contains \$1.9 trillion in overall national spending to support COVID relief and economic recovery efforts. ARPA provides a \$350 billion allocation of Coronavirus State & Local Fiscal Recovery Funds (“CSLFRF”) to state, local, territorial, and tribal governments. Within the guidelines of ARPA, the City of Escondido was categorized as a Metropolitan City and was allocated \$38,808,509. Funds may only be used for project costs initiated on or after March 3, 2021, and must qualify within one of the eligible expenditure categories detailed below. All funds must be encumbered by December 31, 2024 and fully spent by December 31, 2026.


The Treasury identified the following five eligible categories of expenditures:


- Support public health expenditures;
- Address negative economic impacts caused by the public health emergency;
- Replace lost public sector revenue;
- Provide premium pay for essential workers;
- Invest in water, sewer, and broadband infrastructure.


Based on the initial guidelines, in September 2021 City Council approved a list of projects totaling \$22,808,509. The following is a status update for each of those projects:


| | | |
|--|---|------------------|
| Ambulance Gurneys | Total Budget | \$230,000 |
|  Complete | Expenditures as of June 30, 2022 | (228,914) |
| | Ending Project Balance, Available to Reallocate | \$1,086 |
| | <p>Project funds were used to replace the City’s current inventory of 15 gurneys. The gurneys were reaching the end of their useful life and the manufacturer will be discontinuing those models. Ambulance gurneys are essential for the care, comfort and transportation of patients, including those experiencing flu-like symptoms and COVID-19. Replacing the current inventory with new models will provide technological updates and safety features that will benefit patients and the ambulance crew. The remaining balance of \$1,086 will be returned to the ARPA fund balance for future reallocation to another project.</p> | |


| | | |
|--|--|--------------------|
| Community Non-Profit Grant Program | Total Budget | \$1,500,000 |
|  Complete | Expenditures as of June 30, 2022 | (1,500,000) |
| | Project Balance | \$- |
| | <p>The Community Non-Profit Grant Program provided grants to enable non-profit organizations to adopt safer operating procedures, sustain operations during periods of closure, and mitigate financial hardship resulting from the COVID-19 public health emergency. The program was administered by the Escondido Community Foundation (ECF). The grant application period opened on May 12 and closed on August 11, 2022. Technical application assistance was provided by the Small Business Development Center (SBDC) in partnership with the ECF. Initial eligibility review was completed followed by grant determinations. Intent to Award letters were issued to 117 organizations on September 29, 2022. The total awards offered were \$1.5 million.</p> <p>The ECF will be providing a full update on the success of the program to the City Council on January 25, 2023.</p> | |


| | | |
|--|----------------------------------|-----------------|
| ADA Vehicle  | Total Budget | \$75,000 |
| | Expenditures as of June 30, 2022 | (-) |
| | Project Balance | \$75,000 |
| <p>Funds were allocated to purchase an ADA vehicle for transporting mobility-limited seniors to the nutrition program. The vehicle has been ordered and delivery is anticipated in FY2022/23. Once the vehicle is outfitted and the driver staff position filled, the program will be promoted through the City’s existing nutrition and transportation program.</p> | | |

| | | |
|---|----------------------------------|------------------|
| Dispatch Center Upgrades  | Total Budget | \$600,000 |
| | Expenditures as of June 30, 2022 | (-) |
| | Project Balance | \$600,000 |
| <p>Of the 11 consoles in the dispatch center, four of them are not equipped with police and fire radio equipment. Operationally this limits our ability to provide adequate social distancing of on-duty dispatch personnel. Adding radio equipment to the four consoles will greatly improve the preparation necessary to manage the health of our dispatch workforce, maintain public safety services in response to COVID-19, and improve our readiness to manage large events and disasters in Escondido.</p> <p>On May 11, 2022, City Council approved the purchase of the consoles, finalizing the procurement process. The equipment has been ordered and once received, the build-out of each workstation is expected to take several months to complete; therefore, we are expecting completion of this project before the end of June 2023.</p> | | |

| | | |
|--|---------------------------------------|--------------------|
| Technology Upgrades  | Total Budget | \$4,000,000 |
| | Expenditures as of June 30, 2022 | (214,753) |
| | Return to ARPA available funds | (3,200,000) |
| | Project Balance | \$585,247 |
| <p>The COVID-19 pandemic highlighted the vital role that technology plays in our ability to communicate to the public, ensure critical public safety activities continue, and the necessity of providing online self-serve options to enable customers to access City services. Project funds are allocated to provide the necessary technology upgrades to enable the City to continue responding to the pandemic and provide long-term benefits to customers, business, citizens, and City staff.</p> <p>New hardware was purchased and installed to improve the City’s cybersecurity defenses while providing the connectivity, security, and resiliency that the City needs to operate our municipal area network and effectively deliver digital municipal services to our community.</p> <p>City staff are proposing to utilize General Fund operational sources of funds for Enterprise Resource Planning (ERP) software, therefore the project budget of \$3,000,000 is being unobligated and returned to the ARPA available funds.</p> <p>The remaining balance will be used to continue to support the implementation of the CityWorks software platform for Development Services.</p> | | |


| | | |
|---|----------------------------------|------------------|
| Broadband Infrastructure  | Total Budget | \$150,000 |
| | Expenditures as of June 30, 2022 | (-) |
| | Project Balance | \$150,000 |
| <p>Funds will be used to prepare a comprehensive study to identify areas that lack broadband and strategies to address those weaknesses and improve connectivity and digital equity in disadvantaged neighborhoods.</p> <p>After a successful proposal process, a consultant has been selected to prepare the study which is anticipated to be completed in September 2023.</p> | | |

| | | |
|---|----------------------------------|------------------|
| Economic Development & Tourism Programs  | Total Budget | \$100,000 |
| | Expenditures as of June 30, 2022 | (8,520) |
| | Project Balance | \$91,480 |
| <p>Assistance will be provided to recover from pandemic-related losses and support businesses that have been impacted by the pandemic with future program activities to support marketing, event generation, and promotions.</p> <p>Funds are being used to restart Visit Escondido, the City's tourism program. A social media management company has been engaged by the City to increase the visibility of Escondido as a tourist destination through influencer campaigns, the relaunching of the Visit Escondido social media channels, and a revamp of the Visit Escondido website. The Program roadmap includes strategies for reengaging the community to highlight Escondido points of interest and drive tourism to the region. Key highlights include: brand update, website updates, new social media strategy, CSUSM capstone survey, downtown art walk map, regional print and digital advertising, Downtown Escondido digital gift card program, Small Business Saturday event support, and downtown holiday lights.</p> | | |

| | | |
|---|----------------------------------|------------------|
| Economic Revitalization  | Total Budget | \$400,000 |
| | Expenditures as of June 30, 2022 | (40,923) |
| | Project Balance | \$359,077 |
| <p>Project funds will be used to improve the City's website and marketing efforts to provide a state-of-the-art web experience designed to grow regional visitation to Escondido and to attract businesses to the City. Funding will also be used to expedite and accelerate the City's and business community's economic recovery by supporting economic development activities and consultant expenses needed for various redevelopment efforts throughout the City.</p> <p>Funds have been utilized to support business industry growth. Key projects include evaluation of Westfield Costco tenant economic opportunity, economic development branding and event presence to increase City brand recognition to target business audiences reaching over 1,000 event attendees (Five.Ten.Thirty CONNECT event at Petco Park, Naturally San Diego, SD Farm Bureau, San Diego North County Business Expo, San Diego Food Systems Alliance, Startup San Diego Startup Week). This effort has resulted in a 20% increase in new Economic Development email newsletter subscribers (344), attendance of 200 at the agtech startup hackathon event (exceeding target goal of 100 attendees by 100%), and the creation of industry data tools for ongoing monitoring of the local economy and key industries which is now utilized in conversations with existing and potential businesses by City staff and other community organizations.</p> | | |

The City engaged with the Chamber of Commerce to create a Greater Escondido Business Directory. The Chamber of Commerce will be providing an update on the results of this project to the City Council in January/February 2023.

Staff will be releasing a Request for Proposal in December 2022 to engage with consultants who will assist with the website project and anticipate completing the selection by March 2023. It is anticipated that the new website will launch by the end of the 2023 fiscal year. An updated website will enhance the user experience, simplify content management, and provide improved citizen-centric information and customer service to the community while meeting high standards for design quality and visual appeal.


| | | |
|--|----------------------------------|------------------|
| CPTED & Business Improvements (\$500,000) Business Façade Improvements (\$153,509)  | Total Budget | \$653,509 |
| | Expenditures as of June 30, 2022 | (-) |
| | Project Balance | \$653,509 |

Funding will be used to assist business owners with property improvements and/or changes to their property with the goal of managing the surrounding environment through the strategy of Crime Prevention Through Environmental Design (CPTED).

The grant program launched in May 2022. The City received 9 applications for the program, of which 3 have been approved for Façade improvement grant funding for a total of \$35,247 committed. Grant funds will be distributed to the recipients after the improvements are complete. There have been no grant funds awarded for CPTED improvements.


Marketing efforts have been made throughout the grant program, including the City’s social media channels, City newsletters, and announcements at community meetings. Other marketing efforts include creating lawn signs/window posters for grantees who receive funding to prominently display at their storefronts.

The staff recommendation is to close applications for both grant programs in December and reallocate unused funding to other projects.

| | | |
|---|----------------------------------|------------------|
| Kit Carson Amphitheater  | Total Budget | \$1,000,000 |
| | Expenditures as of June 30, 2022 | 141,023 |
| | Project Balance | \$858,977 |


The amphitheater located within Kit Carson Park is a full-service performance venue with outdoor setting that serves as an ideal location for a variety of outdoor performance shows and unique special events. Accessible public event space has been an essential component of responding to the pandemic. Funds will be used to make improvements to the amphitheater including the dressing rooms, actor restrooms, and stage, which will expand the current use of the facility in order to promote outdoor recreation and socialization activities to mitigate the spread of COVID-19.

The replacement of the amphitheater roof and rain gutters has been completed. A contract for the paint and siding repair is in the process of being finalized.

| | | |
|---|----------------------------------|--------------------|
| Grand Avenue Streetscape Improvements  | Total Budget | \$5,000,000 |
| | Expenditures as of June 30, 2022 | (-) |
| | Project Balance | \$5,000,000 |

This project is designed to help alleviate the economic hardships caused by the pandemic and speed the recovery of the particularly hard-hit hospitality sector through permanent expansion of outdoor dining areas into public spaces along Grand Avenue. The project builds upon the grant-funded phase I improvements by expanding sidewalks into street and parking areas on Grand Avenue between Maple and Juniper. To maximize area available for outdoor dining and enhance walkability, a roundabout at Broadway and Grand is proposed that will calm traffic and minimize potential conflicts between vehicles and pedestrians.


Topographic survey and 30% plans have been completed. The scope of work includes widening of the sidewalk between Maple and Juniper and a traffic circle at Broadway. The scope was shared with the Downtown Business Association during their meeting on November 17, 2022. Recent construction cost escalations will result in the need for additional funding to complete the second phase and/or value engineering of scope items as feasible, such as festoon lighting. Staff will return in early 2023 with an updated funding request.

| | | |
|--|----------------------------------|--------------------|
| Grape Day Park  | Total Budget | \$5,000,000 |
| | Expenditures as of June 30, 2022 | (-) |
| | Project Balance | \$5,000,000 |

This project funds completion of the Grape Day Park Master Plan, a portion of the construction costs for a new Aquatics Center and enhancements promote healthier living environments, outdoor recreation, and socialization to mitigate the spread of COVID-19.


Master Plan and Aquatics Center: Seven proposals were received for completion of the Master Plan and design of the Aquatics Center. City Council approved the consulting services agreement with LPA Design Studios on August 24, 2022. The community engagement process including stakeholder interviews, focus groups, and community meetings has begun. More information is available at <https://escondido.org/grape-day-park>. The Master Plan is expected to be completed by March 2023 and the Aquatics Center design completed by the end of 2023. Feedback received from prospective consultants during the proposal phase is that the budget for the project may be insufficient to build the desired Aquatics Center. As design progresses, more information will be provided to the City Council on the anticipated costs and funding/phasing options.

Event Space Additions: To better accommodate events, ARPA funding has been designated to build concrete pads and electrical outlets to accommodate temporary stages along the lyric court and in front of the train depot. The meandering sidewalk through Grape Day Park will include concrete pads and electrical for food trucks. Design for the restroom project is 75% with anticipated bid date shortly after the Grape Day Master Plan is finalized in late Summer 2023.

| | | |
|--|----------------------------------|--------------------|
| Citywide Public Access  | Total Budget | \$2,500,000 |
| | Expenditures as of June 30, 2022 | (-) |
| | Project Balance | \$2,500,000 |

This project will improve public access CityWide by performing sidewalk repairs focused around our parks, schools, and commercial corridors and connecting the Escondido Creek Trail to certain access points in the community.

The City Council awarded the Phase I Street Maintenance project on November 16, 2022. The annual project has been expanded to include an additional 0.5-miles of sidewalk repair in areas targeted for ARPA funding (\$580,000), including segments of Ash Street, Lincoln Avenue, Midway Drive, Mission Avenue, Rose Street, Citrus Avenue and East Valley Parkway. Construction is anticipated to be completed by late Spring 2023. A request for design proposals in under preparation to design access improvement to East Valley Parkway between Midway and Rose Street to add concrete sidewalk and trees.


| | | |
|---|-----------------------------------|------------------|
| Queen Califia Event Space  | Total Budget | \$250,000 |
| | Expenditures as of June 30, 2022 | (-) |
| | Additional Funds Requested | 585,000 |
| | Project Balance | \$835,000 |

This project will provide funding to construct a new rentable event space adjacent to the Queen Califia Magical Sculpture Garden.

On June 30, 2022, the City issued an RFP for the design of the event space and no responses were received. Staff believe this is due to the small-scale scope and budget of the project. With the escalation of infrastructure projects throughout the state, smaller projects such as this are at a disadvantage. Design firms have an extensive list of projects available to them and therefore have the ability to select larger, more lucrative projects.

After reviewing the options for this project, staff are recommending an alternative approach, similar to what was done with the National Fitness Campaign (NFC) Fitness Courts. Staff recommend purchasing the event structure in advance and issue an RFP for the installation and construction of the concrete pad and walkway. In addition to publicly advertising the RFP, staff will reach out directly to the firms that submitted proposals for the installation of the NFC Courts, as the two projects are similar in size and scope. Although constructing a DG walkway would alleviate stormwater requirements and save approximately \$85,000, it is the staff recommendation to construct the walkway out of concrete for better ADA accessibility, less required maintenance in the long-term, and better longevity of the pathway.

Staff are requesting an additional **\$585,000** in ARPA funding for this project. This will cover materials, installation, staff support, and contingencies. The majority of the additional funding requested is to cover the purchase of the amphitheater style structure proposed, at \$450,000. It is estimated that the timeline to receive the materials is 16-20 weeks from the order date. Staff will consecutively release the RFP for Installations during that lead-time.

| | | |
|---|-----------------------------------|--------------------|
|  | Total Budget | \$500,000 |
| | Expenditures as of June 30, 2022 | (-) |
| | Additional Funds Requested | 1,625,000 |
| | Project Balance | \$2,125,000 |

Safe and accessible parks have been a critical component of the City’s response to the pandemic because they offer residents a public space where they can safely go to maintain their physical and mental well-being. Funds will be used to improve the quality of City parks through capital improvements.

Westside Park Skate Spot (no additional funding) – Due to the increased cost in building materials, (e.g. 30% increase in the cost of concrete and steel) it is anticipated that this project will at a minimum require the entire \$500,000 allocation. The RFP for the design of this project will be released in January 2023, with completion anticipated for early 2024.

With the direction from City Council in April 2022, Staff are proposing allocating additional funding for the following opportunities:

Pickleball (\$400,000) – Accelerated by COVID, both tennis and pickleball have experienced dramatic growth over the past few years. In an attempt to accommodate this growing sport, the City has painted pickleball lines on nine of its 17 tennis courts, resulting in 20 dual-lined pickleball courts. Unfortunately, this model has led to tension between pickleball and tennis players.

With a goal of better serving more users and diversifying the recreation offerings at City parks, staff have done extensive outreach around this topic.

- Two community meetings were held to gather feedback from the Pickleball and Tennis communities, one at Mountain View Park and the other at Washington Park. Both events were very well attended with approximately 130 people in attendance at Mountain View Park and 30 in attendance at Washington Park.
- The City issued a survey regarding how courts are currently used and how court space should be allocated in the future. From that survey, 337 responses were received.
- Survey related to court rules was released November 23, 2022 and will be open for responses until December 15, 2022
- Staff received dozens of emails from the public expressing their desires and concerns as it relates to modifying existing courts verses installing new courts.
- Staff conducted a survey of local municipalities to determine types of courts available and best practices around rules and enforcement.

Throughout all of these efforts we saw strong advocacy for both sports and the need to balance the exploding popularity of pickleball without significantly impacting tennis. As a result, City staff are recommending both short term and long-term solutions.

Long term solution: Staff recognize that dedicated courts are the best solution and therefore are recommending ARPA funding to implement that project. If approved, this project will take months to implement. This project will fund the installation of eight new dedicated pickleball courts in Escondido. Staff evaluated multiple park options.

- a. Mountain View Park - *Staff’s recommendation because the park master plan already calls for a sports court in this location adjacent to the existing tennis/pickleball courts, so no new environmental work would have to be done and there is already a thriving racket community utilizing this park. The impacts would be negligible and would therefore not result in a Master Plan amendment. However, the location cited in the master plan is in the existing historic Elmer Field property. Therefore, this would

require realigning the existing fence to accommodate the new pickleball courts. The timeline for completion of the project at this location is the shortest.

- b. Rod McLeod Park – this developed park has plenty of space for construction and existing restroom facilities, but the master plan would have to be updated including environmental assessment and significant grading would have to be done in this hilly location to create a flat space for the courts. There is also an existing SDG&E easement through the middle of this park which would restrict the available locations for the courts and likely add to the cost. The timeline would be much longer than Mountain View Park and the cost would have to be increased to ~\$800,000 to include updating the master plan, environmental assessment, and grading.
- c. 11th Avenue Park – this is a completely empty “greenfield” project with no adopted master plan. The timeline for this project would be the longest – most likely outside the scope of the ARPA approved timeline - and the cost would have to include a master plan, environmental assessment, and significant additional improvements such as restrooms that don’t currently exist. The cost is estimated to be in the \$millions.

Short term solution: The City will be replacing the metal nets at Washington Park to make the courts more playable for both pickleball and tennis players, and we will be piloting a set of rules for Mountain View Park. The rules will be based on the survey results that will be returned by December 15 and either designate specific days of play or hours of play for each group. New signage reflecting these rules will be posted and made effective January 3, 2023. Our hope is that these small temporary changes will improve the players experience in our parks, until new dedicated pickleball courts can be built.

Archery Range (\$35,000) – Archery ranges are relatively low cost and bring another outdoor recreational amenity to the City. Archery is a sport for everyone, regardless of age, fitness level, or physical capabilities. In addition, archery ranges can provide recreational and educational programming for youth summer camps, after school programs, Junior Olympic Development classes, and club sports. Archery is an Olympic sport and many Olympic athletes get introduced to the sport through a local municipal archery range.

The City of Poway operates an archery range at Lake Poway, <https://ca-poway.civicplus.com/403/Archery-Range>. City staff would model an archery range similar to the Lake Poway Archery Range in accordance with City Attorney recommendations. Staff would require participants to sign a waiver, check in with a Ranger prior to using the facility, and pay a nominal use fee (Poway - \$16/Year). Recreation staff would create a reservation system (facility calendar) for facility rentals i.e. birthday parties, tournaments, archery classes, summer camps, and other programming opportunities. During scheduled events, the archery range would be closed to the general public. Otherwise, the archery range would be open to the public, coinciding with park hours, on a first come, first served basis. After assessing potential locations at Dixon Lake, Lake Wohlford, and Ryan Park staff’s recommendation is to install this archery range at Lake Wohlford due to the available space, topography of the land, and proximity to the Ranger station.

John Masson Bike Park at Jesmond Dene Park (\$300,000) – This project will construct a one-acre bike park in Jesmond Dene Park. On November 18, 2020 the City Council approved the Prop 68 Per Capita grant allocation of \$271,303 for this project. Because the community surrounding the park does not qualify as a severely disadvantaged community, a match in the amount of \$70,000 is required. Additional funds are being requested for a matching requirement of the grant and inflationary cost increases in materials. The City is currently working with Kimley-Horn to design the park. The public engagement piece of this project will commence in January 2023. Design is expected to take eight months, with construction starting in late summer of 2023.

Futsal at Washington Park (\$215,000) – This project will convert two tennis courts at Washington Park to two Futsal Courts. This includes materials, installation, project management, and contingencies.

On April 7, 2021, the City Council approved an MOU with The US Soccer Foundation to provide potential funding for two futsal courts in Washington Park. Unfortunately, the US Soccer Foundation has yet to identify a fiscal sponsor for the courts, so the City has since explored other options for partnerships. In early 2022, Street Soccer USA (SSUSA) and the San Diego Loyal, a San Diego based professional soccer team, reached out to City staff

regarding such a partnership. The SSUSA is committed to long term programming at Washington Park in the form of providing trained, paid coaches, oversight, management, scheduling of programming, and ongoing general upkeep of the site.

Funding for these services has been committed by the San Diego Loyal. Committed funds would cover the following weekly programming, for a 12-month period (approximately an \$80,000 value).

- Provide free soccer programming 2 times per week 40 weeks per year according to an agreed upon schedule with the City of Escondido and other community stakeholders.
- Place trained staff/coaches/volunteers to deliver the SSUSA Skills-Based Curriculum to a wide variety of clients both youth and adults.
- Work cooperatively with the City to resolve any questions or concerns about programing objectives or outcomes.
- Provide ongoing communication regarding program operations, activities and opportunities to expand/enhance services including additional practices, games and tournaments.
- With appropriate approvals, recognize a partnership with City in SSUSA written, electronic and promotional materials, including web-site material, as it concerns a shared mission and joint efforts to increase the number of citizens who participate in structured programming as well as open play.
- Reinforce the policies and procedures of the City.
- Provide basic equipment necessary for soccer programming.

In addition to programmed time, the futsal courts will be open to general community use for pick-up soccer play on a first come, first served basis. If demand is significant, staff will evaluate a free reservation system.


A survey was conducted in January 2021 to determine how and what amenities people use at Washington Park, as well as to gauge the level of support for converting two tennis courts to Futsal courts. There was an overwhelmingly positive response for the installation of futsal courts. Of the 412 responses, 391 were in support of converting the courts.

Additionally, two public outreach meetings were held in June 2022 to gather input on potential court conversions primarily related to pickleball and tennis. These meetings were also used as an opportunity to remind the public of the previously approved mini-pitch systems that would be coming to Washington Park.

Ryan Park LED Lighting Retrofit (\$675,000) – There are currently eight fields at Ryan Park, five of which are lit. In 2021, funding for Ryan Park Field Expansion and Lighting Project was approved using Park Development Fees through the Capital Improvement Program budget. To supplement the previously approved Capital project at Ryan Park, this ARPA project will be used to retrofit the existing inefficient, expensive halide lights on the remaining fields to LED, so that they are consistent with the new lights being installed. The outcome of these collective projects is that Ryan Park will have eight total fields – seven of them will be lit with energy efficient, cost effective LEDs. One of those lit fields will be designated for public use only. One field will remain unlit.

| | | |
|---|-------------------------------|------------------|
|  | Total Budget | \$0 |
| | Proposed Project Funds | 200,000 |
| | Project Balance | \$200,000 |

Per City Council direction in April 2022, funds will be used to engage with a consultant to complete the environmental document based on the existing draft park master plan. Once completed, the El Caballo Park master plan will be brought forward to City Council for adoption concurrent with the environmental document.

| | | |
|---|----------------------------------|------------------|
| COVID-19 City Expenses (\$500,000)  | Total Budget | \$500,000 |
| | Expenditures as of June 30, 2022 | 21,627 |
| | Project Balance | \$478,373 |
| <p>Funds will be used for the following:</p> <ul style="list-style-type: none"> • On-going personal protective equipment (PPE) needs • Enforcement of public health efforts • Development of COVID testing and/or vaccination program • Public communication efforts • Investments in public facilities to meet pandemic operational needs • Payroll costs for employees primarily dedicated to the COVID-19 response | | |

FOR MORE INFORMATION

This summary report is based on detailed information generated by the City’s Finance department. If you have any questions or would like additional information on this report, please contact the Finance department at (760) 839-4676 or visit www.escondido.org



CITY OF ESCONDIDO

BUDGET ADJUSTMENT REQUEST

Date of Request: 10/24/2022_____

Department: Finance_____

Division: _____

Project/Budget Manager: Christina Holmes_____4620
Name Extension

Council Date (if applicable): 12/4/2022_____ (attach copy of staff report)

For Finance Use Only

Log # _____

Fiscal Year _____
ear
 Budget Balances
 General Fund Accts
 Revenue
 Interfund Transfers
 Fund Balance

| Project/Account Description | Account Number | Amount of Increase | Amount of Decrease |
|---------------------------------|----------------|--------------------|--------------------|
| Professional Services/Contracts | 5131-001-002 | 197,700 | |
| Software | 5193-001-032 | 2,420 | |
| Professional Services/Contracts | 5131-001-032 | 27,620 | |
| Professional Services/Contracts | 5131-001-102 | 3,490 | |
| Office/Operating Supplies | 5101-001-102 | 33,900 | |
| Professional Services/Contracts | 5131-001-300 | 9,550 | |
| Professional Services/Contracts | 5131-001-402 | 13,730 | |
| Other Capital Outlay | 5209-001-103 | 88,370 | |
| Other Capital Outlay | 5209-001-403 | 589,090 | |
| Professional Services/Contracts | 5131-001-500 | 117,850 | |
| Safety Equipment | 5105-001-500 | 30,200 | |
| Office/Operating Supplies | 5101-001-500 | 58,280 | |
| Fund Balance | 3050-001 | | 1,172,200 |
| Major Maintenance | 5128-555-410 | 205,830 | |
| Software | 5193-555-410 | 1,290 | |
| Other Capital Outlay | 5209-555-410 | 70,780 | |
| Fund Balance | 3050-555 | | 277,900 |
| Maintenance of Equipment | 5126-558-420 | 152,040 | |

| Project/Account Description | Account Number | Amount of Increase | Amount of Decrease |
|---------------------------------|----------------|--------------------|--------------------|
| Professional Services/Contracts | 5131-558-420 | 28,780 | |
| Software | 5193-558-420 | 8,640 | |
| Minor Office Equipment | 5194-558-420 | 13,690 | |
| Professional Services/Contracts | 5131-558-440 | 59,240 | |
| Fund Balance | 3050-558 | | 262,390 |
| Professional Services/Contracts | 5131-653-715 | 10,510 | |
| Motive Equipment | 5208-653-715 | 1,818,490 | |
| Fund Balance | 3050-653 | | 1,829,000 |
| Software | 5193-652-710 | 700 | |
| Fund Balance | 3050-652 | | 700 |
| Maintenance of Equipment | 5126-654-771 | 8,810 | |
| Minor Office Equipment | 5194-654-771 | 8,810 | |
| Fund Balance | 3050-654 | | 17,620 |
| Minor Office Equipment | 5194-657-033 | 27,030 | |
| Fund Balance | 3050-657 | | 27,030 |

Explanation of Request:

Fiscal year 2021/22 carryover of operating budget amounts to fiscal year 2022/23.

APPROVALS

| | | | |
|---|-----------|-----------------|------|
| DocuSigned by: <i>Christina Holmes</i> | 12/1/2022 | | |
| C0C8E98A934247C... DocuSigned by: <i>Christina Holmes</i> | 12/1/2022 | Department Head | Date |
| C0C8E98A934247C... | Date | Finance | Date |
| | | City Manager | Date |
| | | City Clerk | Date |

Distribution (after approval): Original: Fina



**CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST**

Date of Request: December 7, 2022

Department: Finance

Division: _____

Project/Budget Manager: Christina Holmes
Name Extension

Council Date (if applicable): December 7, 2022
(attach copy of staff report)

For Finance Use Only

Log # _____

Fiscal Year _____

ear

_____ Budget Balances

_____ General Fund Accts

_____ Revenue

_____ Interfund Transfers

_____ Fund Balance

| Project/Account Description | Account Number | Amount of Increase | Amount of Decrease |
|---|----------------|--------------------|--------------------|
| ERP Software Project | NEW-229 | 3,500,000 | |
| General Fund Transfer Out | 5999-001 | 2,730,000 | |
| Water Fund Transfer Out | 5999-555 | 385,000 | |
| Wastewater Fund Transfer Out | 5999-558 | 385,000 | |
| Technology Infrastructure | NEW-229 | 1,940,000 | |
| General Fund (78%) Transfer Out | 5999-001 | 1,513,200 | |
| Water Fund (11%) Transfer Out | 5999-555 | 213,400 | |
| Wastewater Fund (11%) Transfer Out | 5999-558 | 213,400 | |
| Microsoft Enterprise Agreement | 5193-657-033 | 320,000 | |
| General Fund (78%) Transfer Out | 5999-001 | 249,600 | |
| Water Fund (11%) Transfer Out | 5999-555 | 35,200 | |
| Wastewater Fund (11%) Transfer Out | 5999-558 | 35,200 | |
| Transfer In – Section 115 Pension Trust Fund | 4999-795 | 6,096,820 | |
| Transfer Out – General Fund | 5999-001 | 6,096,820 | |

Explanation of Request:

Use of FY 2021/22 General Fund year-end resources and funding recommendations for deferred technology infrastructure.

APPROVALS

| | | | |
|---|-----------|--------------|------|
| DocuSigned by: <i>Christina Holmes</i> | 12/1/2022 | | |
| Department Head | Date | City Manager | Date |
| DocuSigned by: <i>Christina Holmes</i> | 12/1/2022 | | |
| Finance | Date | City Clerk | Date |



**CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST**

Date of Request: December 7, 2022
 Department: Finance
 Division: _____
 Project/Budget Manager: Christina Holmes
 Name Extension
 Council Date (if applicable): December 7, 2022
 (attach copy of staff report)

For Finance Use Only
 Log # _____
 Fiscal Year _____
 ear
 _____ Budget Balances
 _____ General Fund Accts
 _____ Revenue
 _____ Interfund Transfers
 _____ Fund Balance

| Project/Account Description | Account Number | Amount of Increase | Amount of Decrease |
|-----------------------------|----------------|--------------------|--------------------|
| Ambulance Gurneys | ARP002-470 | | 1,086 |
| Technology Upgrades | ARP004-470 | | 3,200,000 |
| Queen Califia | ARP009-470 | 585,000 | |
| Pickleball | NEW-470 | 400,000 | |
| Archery Range | NEW-470 | 35,000 | |
| John Masson Bike Park | NEW-470 | 300,000 | |
| Futsal at Washington Park | NEW-470 | 215,000 | |
| Ryan Park Lighting | NEW-470 | 675,000 | |
| El Caballo Park Master Plan | NEW-470 | 200,000 | |

Explanation of Request:

American Rescue Plan Project amendments.

APPROVALS

DocuSigned by:
Christina Holmes 12/1/2022
 Department Head Date
 DocuSigned by:
Christina Holmes 12/1/2022
 Finance Date

 City Manager Date

 City Clerk Date



CITY of ESCONDIDO

FUTURE AGENDA

12/14/2022 (INSTALLATION CEREMONY)

CURRENT BUSINESS - (Z. BECK) - CERTIFICATION OF NOVEMBER 2022 GENERAL ELECTION RESULTS

CURRENT BUSINESS - (Z. BECK) - PRESENTATION OF PLAQUES AND COMMENTS FROM OUTGOING OFFICIALS

CURRENT BUSINESS - (Z. BECK) - OATH OF OFFICE AND COMMENTS FROM NEWLY ELECTED OFFICIALS SUBCOMMITTEE MEMBER ASSIGNMENTS

CURRENT BUSINESS - (Z. BECK) - APPOINTMENT OF DEPUTY MAYOR

CURRENT BUSINESS - (Z. BECK) - REVIEW AND UPDATE OF CITY COUNCIL INTERAGENCY AND SUBCOMMITTEE ASSIGNMENTS

CURRENT BUSINESS - (Z. BECK) - CITY COUNCIL VACANCY - DISTRICT 3

12/21/2022 - NO MEETING

12/28/22 - NO MEETING - CHRISTMAS BREAK

1/4/23 NO MEETING (NEW YEAR'S DAY)