CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, NOVEMBER 20, 2024

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

WELCOME TO YOUR CITY COUNCIL MEETING

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

MAYOR
Dane White

DEPUTY MAYOR
Christian Garcia (District 3)

COUNCILMEMBERS
Consuelo Martinez (District 1)
Joe Garcia (District 2)
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	On TV	Online
201 N. Broadway	Cox Cable Channel 19 and U-verse Channel 99	www.escondido.gov

CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, NOVEMBER 20, 2024

HOW TO PARTICIPATE

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

In Person	In Writing
Fill out Speaker Slip and Submit to City Clerk	escondido-ca.municodemeetings.com

ASSISTANCE PROVIDED

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

CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, NOVEMBER 20, 2024

CLOSED SESSION
4:00 PM

CALL TO ORDER

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

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 REAL PROPERTY NEGOTIATORS (Government Code § 54956.8)**

    1. Property: 270 E Via Rancho Pkwy, Escondido, CA 92025 (APN 271-030-16-00)
    2. Agency Negotiator: Sean McGlynn, City Manager, or designee
    3. Negotiating Party: R1 Escondido Investment, LLC
    4. Under Negotiation: Price and Terms of Lease

2. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code § 54957(b)(1))**

    Titles: City Manager and City Attorney

ADJOURNMENT

CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, NOVEMBER 20, 2024

REGULAR SESSION
5:00 PM Regular Session

MOMENT OF REFLECTION

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

FLAG SALUTE

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

CALL TO ORDER

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

PROCLAMATIONS

Native American Heritage Month

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

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

2. APPROVAL OF WARRANT REGISTER (COUNCIL)

Request approval for City Council and Housing Successor Agency warrant numbers:

- 388202 – 388431 dated October 16, 2024
- 388432 – 388632 dated October 23, 2024
- 388633 – 388810 dated October 30, 2024
- 388811 – 389015 dated November 06, 2024

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

ESSENTIAL SERVICE – Internal requirement per Municipal Code Section 10-49

3. **APPROVAL OF MINUTES: Regular Meeting Minutes of October 23, 2024**

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

5. **CONTINUING THE EMERGENCY REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN**

Request the City Council adopt Resolution No. 2024-162, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main.

Staff Recommendation: Approval (Utilities: Angela Morrow, Director of Utilities)

Presenter: Stephanie Roman, Assistant Director of Utilities, Construction & Engineering

ESSENTIAL SERVICE – Yes, Keep City Clean for Public Health and Safety; Sewer

COUNCIL PRIORITY –Improve Public Safety

a) Resolution No. 2024-162

6. **TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED SEPTEMBER 30, 2024**

Request the City Council approve the Quarterly Investment Report for the quarter ended September 30, 2024.

Staff Recommendation: Approve (Douglas Shultz, City Treasurer)

Presenter: Douglas Shultz, City Treasurer

ESSENTIAL SERVICE – Yes, City Operations

7. AWARD CONSTRUCTION CONTRACT FOR THE VALLEY PARKWAY SIDEWALK IMPROVEMENT PROJECT

Request the City Council adopt Resolution No. 2024-155 awarding construction of the Valley Parkway Sidewalk Improvement Project ("Project") to Universal Construction and Engineering, determined to be the lowest responsible and responsive bidder, and authorizing the Mayor, on behalf of the City of Escondido ("City"), to execute a Public Improvement Agreement in the amount of $606,591.70.

Staff Recommendation: Approval (Development Services: Chris McKinney, Deputy City Manager and Jonathan Schauble, City Engineer)

Presenter: Jonathan Schauble, City Engineer

ESSENTIAL SERVICE – Yes, Infrastructure

COUNCIL PRIORITY – Increase Retention and Attraction of People and Businesses to Escondido and Improve Public Safety.

Resolution No. 2024-155

8. AWARD CONSTRUCTION CONTRACT FOR FIRE STATION TRAINING TOWER REFURBISHMENT PROJECT

Request the City Council adopt Resolution No. 2024-157 awarding the Fire Station Training Tower Refurbishment Project ("Project") to WRG Fire Training Simulations Systems, Inc. determined to be the lowest responsible and responsive bidder, and authorizing the Mayor, on behalf of the City, to execute a Public Services Agreement in the amount of $323,900.

Staff Recommendation: Approval (Fire Department: John Tenger, Fire Chief)

Presenter: Tyler Batson, Division Chief

ESSENTIAL SERVICE – Yes, Maintenance of Infrastructure

Resolution No. 2024-157

9. FIRST AMENDMENT TO MATRIX CONSULTING GROUP, LTD. IN THE AMOUNT OF $96,250 FOR DEVELOPMENT SERVICES STREAMLINING PROJECT

Request the City Council adopt Resolution No. 2024-176 to approve the First Amendment to the Consulting Services Agreement with Matrix Consulting Group, Ltd. in the amount of $96,250 for the Development Services Streamlining Project

Staff Recommendation: Approval (Development Services: Christopher W. McKinney, Deputy City Manager)

Presenter: Megan Crooks, Management Analyst II

ESSENTIAL SERVICE – Yes, internal requirement in support of development services

a) Resolution No. 2024-176

10. AWARD CONSTRUCTION CONTRACT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") PLAYGROUND EQUIPMENT INSTALLATION PROJECT AT WASHINGTON PARK, JESMOND DENE PARK, AND WESTSIDE PARK

Request the City Council adopt Resolution No. 2024-169 awarding a construction contract to Western State Builders, 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 $559,311 to complete base bid work items and additive alternate items No. 8, 9 & 10.

Staff Recommendation: Approval (Christopher W. McKinney, Deputy City Manager and Jonathan Schauble, City Engineer)

Presenter: Ed Vasquez, Project Manager

ESSENTIAL SERVICE – Yes, Parks Facilities/Open Spaces

COUNCIL PRIORITY – Increase Retention and Attraction of People and Businesses to Escondido

a) Resolution No. 2024-169

11. FY 2023-24 REGIONAL REALIGNMENT RESPONSE GRANT AND BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2024-172 authorizing the Chief of Police to accept a FY 2023-24 Regional Realignment Response Grant in the amount of $80,000 from the State of California Board of Community Corrections; authorize 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. Funding was provided by Assembly Bill 118 and Senate Bill 89, initiatives to reduce state prison overcrowding and support local law enforcement efforts to efficiently manage offenders and parole-violators. Escondido's allocation is used to support regional and local enforcement operations. Funds must be used for police officer overtime and associated overhead.

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

Presenter: Edward Varso, Chief of Police

ESSENTIAL SERVICE – Yes, internal requirement in support of Police Services

COUNCIL PRIORITY – Improve Public Safety; Increase Retention and Attraction of People and Businesses to Escondido.

a) Resolution No. 2024-172

12. FY 2023-24 U.S. DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT – LOCAL SOLICITATION AND BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2024-171 to authorize the Police Department to accept a $37,697 FY 2023-24 Edward Byrne Memorial Justice Assistance Grant ("JAG"); authorize 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. Grant funds will cover salary expenses for part-time patrol technicians.

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

Presenter: Edward Varso, Chief of Police

ESSENTIAL SERVICE – Yes, internal requirement in support of Police Services

COUNCIL PRIORITY – Improve Public Safety; Increase Retention and Attraction of People and Businesses to Escondido.

a) Resolution No. 2024-171

13. FY 2024-25 STATE OF CALIFORNIA CITIZEN'S OPTIONS FOR PUBLIC SAFETY PROGRAM GRANT AND BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2024-170 authorizing the Escondido Police Department to accept a FY 2024-25 Citizens' Option for Public Safety Program Grant in the amount of $231,644; 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; and approving budget adjustments needed to spend grant funds. Grand Funds will cover salary expenses for part-time Police Department employees.

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

Presenter: Edward Varso, Chief of Police

ESSENTIAL SERVICE – Yes, internal requirement in support of police services

COUNCIL PRIORITY – Improve Public Safety; Increase Retention and Attraction of People and Businesses to Escondido.

a) Resolution No. 2024-170

14. ESCONDIDO WILDFIRE PREVENTION PROJECT GRANT ACCEPTANCE

Request the City Council adopt Resolution No. 2024-173 to authorize the Escondido Fire Department to accept CAL FIRE Escondido Wildfire Prevention Project Grant funds; authorize the Fire Chief or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds

Staff Recommendation: Approval (Fire Department: John Tenger, Fire Chief)

Presenter: La Vona Koretke, Deputy Fire Marshall

ESSENTIAL SERVICE – Yes, Fire/EMS

COUNCIL PRIORITY –Improve Public Safety

a) Resolution No. 2024-173

PUBLIC HEARINGS

15. RESIDENTIAL AND COMMERCIAL SOLID WASTE RATE INCREASE

Request the City Council adopt Resolution No. 2024-143, approving 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, 2025.

Staff Recommendation: Approval (Utilities: Angela Morrow, Director of Utilities)

Presenter: Angela Morrow, Director of Utilities

ESSENTIAL SERVICE – Yes, Keep City Clean for Public Health and Safety; Recycling and Waste Management

COUNCIL PRIORITY –Improve Public Safety and Increase Retention and Attraction of People and Businesses to Escondido

a) Resolution No. 2024-143

16. SPECIFIC PLAN AMENDMENT, CONDITIONAL USE PERMIT, AND DESIGN REVIEW PERMIT- PL23-0296, PL23-0297 AND PL24-0217 – CHICK-FIL-A DRIVE THROUGH ESTABLISHMENT

Request the City Council adopt Resolution No. 2024-160 for approval of a Specific Plan Amendment to the South Centre City Specific Plan to allow for "eating establishments with a drive-through" as a conditionally permitted use within the 13th Avenue Corners District, specifically on the subject site; a Conditional Use Permit to the permit the proposed drive-through use; and a Design Review Permit for construction of the drive-through facility. The project would demolish an existing 9,558 square-foot restaurant building. The new drive-through restaurant consists of a 3,124-gross square-foot, one-story building, with an outdoor dining area of approximately 1,026 square feet (48 outdoor seats). The Project also includes adoption of a Mitigated Negative Declaration prepared for the Project.

Staff Recommendation: Approval (Development Services Department: Christopher McKinney, Deputy City Manager/Interim Director of Development Services)

Presenter: Veronica Morones, City Planner / Greg Mattson, AICP, Contract Planner

ESSENTIAL SERVICE – Yes, Land Use/Development Services

COUNCIL PRIORITY - Increase Retention and Attraction of People and Businesses to Escondido

a) Resolution No. 2024-160

17. TENTATIVE PARCEL MAP, NON-EMERGENCY DEMOLITION PERMIT, CONDITIONAL USE PERMITS, AND A DESIGN REVIEW PERMIT – MISSION/CCP TPM & DRIVE THROUGH FACILITIES – PL24-0057/PL22-0396/PL22-0397/PL22-0398/PL24-0198

Request the City Council adopt the following Resolutions approving the Project:

Adopt Resolution No. 2024-163, approving a Grant of Access on Centre City Parkway for the Project Site.

Adopt Resolution No. 2024-164, approving a Tentative Parcel Map, Design Review Permit, a Non-Emergency Demolition Permit, three Conditional Use Permits for operation of three distinct drive-through uses and to reduce the amount of required off-street parking spaces (for Parcel 4), and adoption of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program prepared for the Project.

Staff Recommendation: Approval (Development Services Department: Christopher McKinney, Deputy City Manager/Interim Director of Development Services)

Presenter: Ivan Flores, AICP, Senior Planner

ESSENTIAL SERVICE – Yes, Land Use/Development

COUNCIL PRIORITY – Increase Retention and Attraction of People and Businesses to Escondido

a) Resolution No. 2024-163

b) Resolution No. 2024-164

18. EXTENSION OF INTERIM URGENCY ORDINANCE PROHIBITING NEW COMMERCIAL BATTERY ENERGY STORAGE SYSTEMS WITHIN THE CITY OF ESCONDIDO

Request the City Council adopt Interim Ordinance No. 2024-14 extending Urgency Ordinance No. 2024-12R prohibiting new commercial Battery Energy Storage Systems within the City of Escondido, including the Report Regarding Measures Taken to Alleviate Conditions which Led to Adoption of Urgency Ordinance No. 2024-12R.

Staff Recommendation: None (Development Services: Christopher W. McKinney, Deputy City Manager)

Presenter: Veronica Morones, City Planner

ESSENTIAL SERVICE – Yes, Land Use/Development

COUNCIL PRIORITY – Improve Public Safety

a) Ordinance No. 2024-14

CURRENT BUSINESS

19. **ADOPTION OF THE 2024 EMERGENCY OPERATONS PLAN**
Request the City Council adopt Resolution No. 2024-159, approving the updated City of Escondido Emergency Operations Plan 2024.

Staff Recommendation: Approval and File (Fire Department: John Tenger, Fire Chief)

Presenter: Jeff Murdock, Emergency/Disaster Preparedness Manager

ESSENTIAL SERVICE – Yes - Police Services; Fire/EMS Services; Public Works/Infrastructure

COUNCIL PRIORITY – Improve Public Safety

a) Resolution No. 2024-159

FUTURE AGENDA

20. **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.gov***.

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 4, 2024	4:00 & 5:00 PM	Closed Session, Regular Meeting, *Council Chambers*
Wednesday, December 11, 2024	4:00 & 5:00 PM	Closed Session, Regular Meeting, *Council Chambers*

SUCCESSOR AGENCY

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

Consent Item No. 1 **November 20, 2024**

A F F I D A V I T S

OF

I T E M

P O S T I N G

- NOTICE OF PUBLIC HEARING ON ANNUAL COMMERCIAL SOLID WASTE RATE INCREASE
- NOTICE OF PUBLIC HEARING ON ANNUAL RESIDENTIAL SOLID WASTE RATE INCREASE
- SPECIFIC PLAN AMENDMENT, CONDITIONAL USE PERMIT, AND DESIGN REVIEW PERMIT- PL23-0296, PL23-0297 AND PL24-0217
- TENTATIVE PARCEL MAP, CONDITIONAL USE PERMITS, AND A DESIGN REVIEW PERMIT – MISSION/CCP TPM & DRIVE THROUGH FACILITIES
- EXTENSION OF INTERIM URGENCY ORDINANCE PROHIBITING NEW COMMERCIAL BATTERY ENERGY STORAGE SYSTEMS

CITY OF ESCONDIDO
INCORPORATED 1888

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ESCONDIDO
City of Choice

Notice of Public Hearing on Annual Commercial Solid Waste Rate Increase

November 20, 2024, at 5 p.m.

Escondido City Hall
Council Chambers
201 North Broadway
Escondido CA 92025

In compliance with Article XIIID of the California State Constitution and the Proposition 218 Omnibus Implementation Act, the City of Escondido is hereby notifying all affected property owners of the proposed Commercial Solid Waste Rate increase effective January 1, 2025, the method upon which that Rate is calculated per property owner, and automatic pass-through adjustments for a period of five years.

Public Hearing Information

A Public Hearing will be held on November 20, 2024, at 5 p.m., at 201 North Broadway, Escondido, California, in the City Council Chambers to consider all written protests against the proposed rate increase, the method upon which that Rate is calculated per property owner, and future pass-through adjustments for a period of five years. The City Council will conduct a public hearing on the proposed increase. At the public hearing, the City Council will receive a final tabulation of all written protests received by the City Clerk. Protests must be submitted in writing to the City Clerk's office by 5 p.m. on November 19, 2024, or may be submitted in person before the public hearing on November 20, 2024. The Council will then consider and may adopt the proposed Commercial Solid Waste Rate increase and the method upon which that Rate is calculated per property owner. Only one written protest is allowed per identified parcel. All written protests must be signed by the owner and contain a description of the property (address and/or Assessor Parcel Number). Please send your written protest to:

City of Escondido
Office of the City Clerk
201 North Broadway
Escondido, CA 92025

Protests submitted by email, facsimile, or other electronic means do not qualify and will not be accepted. Oral comments at the hearing will not qualify as written protests.

If a majority of affected property owners do not file written protests, the rate increase and future adjustments may be approved by the City Council.

Solid waste disposal and recycling rates and fees are established annually. These services are provided by a private contractor (Contractor) with an exclusive franchise to provide these services in the City of Escondido. The Agreement with the Contractor allows for an annual increase, effective January 1 of each year, by an amount not to exceed the product of the previous year's rate multiplied by the percentage change in the San Diego, CA area Consumer Price Index (CPI) for All Urban Consumers (all items), base period of 1982 – 84 = 100, published by the United States Department of Labor, Bureau of Labor Statistics for the latest twelve-month period for which statistics are available. The formula used to calculate the percentage is Current Period CPI – Previous Period CPI = index point change divided by previous period CPI multiplied by 100 = percent change. Under this formula, the Contractor is eligible for a maximum 3.4 increase in 2025. In addition, beginning January 1, 2025, commercial rates will increase an additional 0.5% for the city franchise fee. The Council could enact an escalation rate lower than 0.5% annually or no escalation. The city may consider future annual adjustments to the franchise fee, but any such future increase will not exceed 0.5% in any one year.

As part of this hearing, the city will consider authorizing future automatic inflationary adjustments in the solid waste disposal/recycling rates, the method upon which that Rate is calculated per property owner, for a period of five years based upon changes in the CPI formula as described above, plus any further adjustment in city franchise fees as noted above. Notice of any such future inflationary rate adjustments and fee adjustments will be provided at least 30 days prior to the effective date of such adjustment.

	1/1/24	Proposed 01/01/25
Base Commercial Rate 3 yard 1/week	**$116.33**	**$120.38**
Franchise Fee	17.38	18.79
AB939	1.72	1.72
Household Hazardous Waste	0.52	0.52
Total	**$135.95**	**$141.41**

To see a complete rate schedule or have questions about the proposed Solid Waste Rate increase, please call the City of Escondido's Utilities Administration office at 760-839-4662.

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ESCONDIDO
City of Choice

Notice of Public Hearing on Annual Residential Solid Waste Rate Increase

November 20, 2024, at 5 p.m.

Escondido City Hall
Council Chambers
201 North Broadway
Escondido CA 92025

In compliance with Article XIIID of the California State Constitution and the Proposition 218 Omnibus Implementation Act, the City of Escondido is hereby notifying all affected property owners of the proposed Residential Solid Waste Rate increase effective January 1, 2025, the method upon which that Rate is calculated per property owner, and automatic pass-through adjustments for a period of five years.

Public Hearing Information

A Public Hearing will be held on November 20, 2024, at 5 p.m., at 201 North Broadway, Escondido, California, in the City Council Chambers to consider all written protests against the proposed rate increase, the method upon which that Rate is calculated per property owner, and future pass-through adjustments for a period of five years. The City Council will conduct a public hearing on the proposed increase. At the public hearing, the City Council will receive a final tabulation of all written protests received by the City Clerk. Protests must be submitted in writing to the City Clerk's office by 5 p.m. on November 19, 2024, or may be submitted in person before the public hearing on November 20, 2024. The Council will then consider and may adopt the proposed Residential Solid Waste Rate increase and the method upon which that Rate is calculated per property owner. Only one written protest is allowed per identified parcel. All written protests must be signed by the owner and contain a description of the property (address and/or Assessor Parcel Number). Please send your written protest to:

City of Escondido
Office of the City Clerk
201 North Broadway
Escondido, CA 92025

Protests submitted by email, facsimile, or other electronic means do not qualify and will not be accepted. Oral comments at the hearing will not qualify as written protests.

If a majority of affected property owners do not file written protests, the rate increase and future adjustments may be approved by the City Council.

Solid waste disposal and recycling rates and fees are established annually. These services are provided by a private contractor (Contractor) with an exclusive franchise to provide these services in the City of Escondido. The Agreement with the Contractor allows for an annual increase, effective January 1 of each year, by an amount not to exceed the product of the previous year's rate multiplied by the percentage change in the San Diego, CA area Consumer Price Index (CPI) for All Urban Consumers (all items), base period of 1982 – 84 = 100, published by the United States Department of Labor, Bureau of Labor Statistics for the latest twelve-month period for which statistics are available. The formula used to calculate the percentage is Current Period CPI – Previous Period CPI = index point change divided by previous period CPI multiplied by 100 = percent change. Under this formula, the Contractor is eligible for a maximum of 3.4788% increase in 2025. In addition, beginning Ja 1, 2025, residential rates will increase an additional 0.5% for the city franchise fee. The city may consider future annual adjustments to the franchise fee, but any such future increase will not exceed 0.5% in any one year. The Council could enact an escalation rate lower than 0.5% annually or no escalation. The proposed changes, if approved, will result in a $1.19 monthly increase for solid waste/recycling services.

As part of this hearing, the City will consider authorizing future automatic inflationary adjustments in the solid waste disposal/recycling rates, the method upon which that Rate is calculated per property owner, for a period of five years based upon changes in the CPI formula and any adjustments to the city franchise fee, as described above. Notice of any such future inflationary rate adjustments and fees will be provided at least 30 days prior to the effective date of such adjustments.

To see a complete rate schedule or have questions about the proposed Solid Waste Rate increase, please call the City of Escondido's Utilities Administration office at 760-839-4662.

	1/1/24	Proposed 01/01/25
Base Rate	**$25.39**	**$26.27**
Franchise Fee	3.79	4.10
AB939	0.63	0.63
Household Hazardous Waste	0.52	0.52
Total	**$30.33**	**$31.52**

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

NOTICE OF PUBLIC HEARING

The Escondido City Council will hold a public hearing, in the City Council Chambers, Escondido City Hall, 201 N. Broadway, Escondido, CA at **5 p.m**. on **Wednesday, November 20, 2024**, to consider the item below:

SPECIFIC PLAN AMENDMENT, CONDITIONAL USE PERMIT, AND DESIGN REVIEW PERMIT- PL23-0296, PL23-0297 AND PL24-0217

REQUEST: Approval of a Specific Plan Amendment to the South Centre City Specific Plan to allow for "eating establishments with a drive-through" as a conditionally permitted use within the 13th Avenue Corners District, specifically on the subject site; a Conditional Use Permit to the permit the proposed drive-through use; and a Design Review Permit for construction of the drive-through facility. The project would demolish an existing 9,558 square-foot restaurant building. The new drive-through restaurant consists of a 3,124-gross square-foot, one-story building, with an outdoor dining area of approximately 1,026 square feet (48 outdoor seats]). The Project also includes adoption of a Mitigated Negative Declaration prepared for the Project.

PROPERTY SIZE AND LOCATION: The 1.4-acre site is located at the southwest corner of the West 13th Avenue and South Pine Street/Centre City Pkwy., addressed as 515 W. 13th Avenue (Assessor's Parcel Nos.: 236-161-07 & 236-161-06).

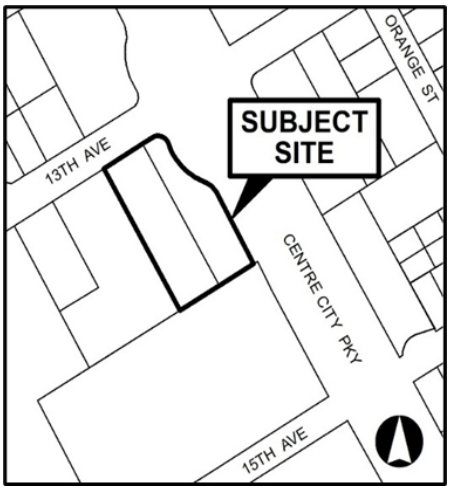
ENVIRONMENTAL STATUS: In accordance with California Environmental Quality Act (CEQA) Section 15073, an Initial Study/Mitigated Negative Declaration was circulated for public review from August 16, 2024, to September 16, 2024. Pursuant to the provisions of the CEQA (Public Resources Code, Section 21000 et seq.) and based on information contained in the Initial Study Checklist, the City of Escondido has determined that the project will not have a significant effect on the environment with implementation of mitigation measures. The Mitigated Negative Declaration is available for review at: https://www.escondido.gov/1218/Chick-fil-A-West-13th-Centre-City.

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

PLANNING COMMISSION ACTION: On October 8, 2024, the Planning Commission voted 5-1 to recommend approval of the Project.

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

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://escondido.gov/820/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, November 14, 2024.

For additional information, please contact Greg Mattson (760) 839-4544, Greg.Mattson@Escondido.gov and refer to Case No(s) PL23-0296/ PL23-0297/PL24-0217.

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Zack Beck
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Zachary Beck, City Clerk
City of Escondido

Dated: November 07, 2024

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

NOTICE OF PUBLIC HEARING

The Escondido City Council will hold a public hearing, in the City Council Chambers, Escondido City Hall, 201 N. Broadway, Escondido, CA at **5 p.m**. on **Wednesday, November 20, 2024**, to consider the item below:

TENTATIVE PARCEL MAP, CONDITIONAL USE PERMITS, AND A DESIGN REVIEW PERMIT – MISSION/CCP TPM & DRIVE THROUGH FACILITIES – PL24-0057/PL22-0396/PL22-0397/PL22-0398/PL24-0198

REQUEST: Approval of a Tentative Parcel Map to allow the subdivision of a 3.74-acre property comprised of two (2) parcels into four (4) parcels, three (3) Conditional Use Permits for drive-through facilities, and a Design Review Permit for the construction of the facilities ("Project"). The Project includes a non-emergency demolition of an existing building (over 50 years old), previously occupied by a restaurant use and redevelopment of the site with three new commercial/food service uses totaling 6,110 square feet. Parcel 1, located in the westerly portion of the Project site, would be approximately 2.19 acres, and would retain the existing 85-room Quality Inn Hotel and its associated parking. Parcel 2, located in the northeasterly portion of the Project site, would be 0.50 acres and would include a 1,460 square foot coffee shop with drive through window. Parcel 3, located in the southeasterly portion of the Project site, would be 0.48 acres and would include a 2,300 square foot fast food restaurant with drive through window (pick up only – no drive through ordering). Parcel 4, located in the southeasterly portion of the Project site, would be 0.53 acres and would include a 2,350 square foot fast food restaurant with drive through window, and includes a request for a 45 percent reduction in the required amount of off-street parking spaces via the Conditional Use Permit. The Project includes ancillary improvements including but not limited to landscaping, frontage and circulation improvements. The Project also includes adoption of a Mitigated Negative Declaration prepared for the Project.

PROPERTY SIZE AND LOCATION: The property is located at the southwest corner of W Mission Ave. and Centre City Parkway, and is addressed as 501 – 503 W. Mission Ave. (APNs: 229-171-30-00 and 229-171-29-00).

ENVIRONMENTAL STATUS: In accordance with California Environmental Quality Act (CEQA) Section 15073, an Initial Study/Mitigated Negative Declaration was circulated for public review from July 24, 2024, to August 26, 2024. The Initial Study identified impacts to Biological Resources, Cultural Resources, and Tribal Cultural Resources. The Mitigated Negative Declaration is available for review at https://escondido.gov/281/501-503-W-Mission-Avenue-Case-Number-pl2.

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

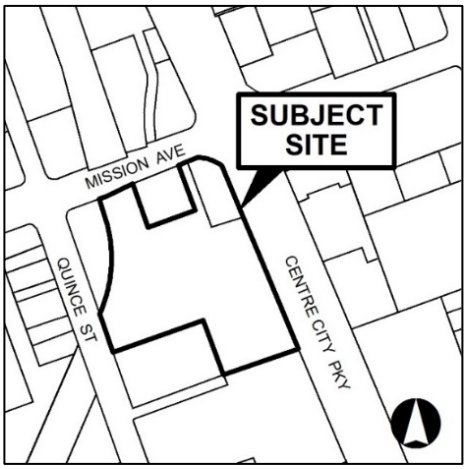
PLANNING COMMISSION ACTION: On October 8, 2024 the Planning Commission voted 5-0 to recommend approval of the Project.

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

The City of Escondido 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://escondido.gov/820/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 November 14, 2024.

For additional information, please contact Ivan Flores, Senior Planner, at 760-839-4529, or via email at ivan.flores@escondido.gov, and refer to Case No. PL24-0057/PL22-0396/PL22-0397/PL22-0398/PL24-0198.



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Zachary Beck, City Clerk
City of Esondido

Dated: November 07, 2024

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

NOTICE OF PUBLIC HEARING

The Escondido City Council will hold a public hearing, in the City Council Chambers, Escondido City Hall, 201 N. Broadway, Escondido, CA at **5 p.m**. on **Wednesday, November 20, 2024**, to consider the item below:

EXTENSION OF INTERIM URGENCY ORDINANCE PROHIBITING NEW COMMERCIAL BATTERY ENERGY STORAGE SYSTEMS WITHIN THE CITY OF ESCONDIDO AND REPORT REGARDING MEASURES TAKEN TO ALLECIATE CONDITIONS WHICH LED TO ADOPTION OF URGENCY ORDINANCE:

REQUEST: Adopt Interim Ordinance No. 2024-14 extending Urgency Ordinance No. 2024-12 prohibiting new commercial Battery Energy Storage Systems within the City of Escondido and adopt the Report Regarding Measures Taken to Alleviate Conditions which Led to Adoption of Urgency Ordinance No. 2024-12.The proposal also includes adoption of the environmental determination prepared for the project.

PROPERTY SIZE AND LOCATION: Citywide

ENVIRONMENTAL STATUS: The project is categorically exempt pursuant to California Environmental Quality Act (CEQA) (Public Resources Code §21000, et seq.) Guidelines (Cal. Code Regs., tit. 14, §15000 et seq.) Section 15060(c)(2) as the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment. Alternatively, this Interim Ordinance is exempt from CEQA pursuant to Public Resources Code Section 21080(b)(4) and CEQA Guidelines Section 15269(c) because it prevents a clear and imminent danger that requires immediate action to prevent or mitigate the loss of, or damage to, life, health, property, and essential public services.

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

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://escondido.gov/820/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, February 9, 2023.

For additional information, please contact Veronica Morones, City Planner, at 760-839-4548, or via email at Veronica.Morones@Escondido.gov, and refer to Case No. PL24-0308.

DocuSigned by:
Zack Beck
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Zachary Beck, City Clerk
City of Esondido

Dated: November 7, 2024

STAFF REPORT

November 20, 2024
File Number 0400-40

SUBJECT

APPROVAL OF WARRANT REGISTER (COUNCIL)

DEPARTMENT

Finance

RECOMMENDATION

Request approval for City Council and Housing Successor Agency warrant numbers:

388202 – 388431 dated October 16, 2024

388432 – 388632 dated October 23, 2024

388633 – 388810 dated October 30, 2024

388811 – 389015 dated November 06, 2024

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

ESSENTIAL SERVICE – Internal requirement per Municipal Code Section 10-49

COUNCIL PRIORITY –

FISCAL ANALYSIS

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

October 10, 2024 – October 16, 2024 is $3,062,960.58

October 17, 2024 – October 23, 2024 is $2,406,068.73

October 24, 2024 – October 30, 2024 is $2,406,071.82

October 31, 2024 – November 06, 2024 is $2,335,197.95

PREVIOUS ACTION

None

CITY of ESCONDIDO

STAFF REPORT

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

ORAL COMMUNICATIONS

None

CLOSED SESSION

I. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code § 54957(b)(1))

Titles: City Manager and City Attorney

ADJOURNMENT

Mayor White adjourned the meeting at 4:36 p.m.

CITY of ESCONDIDO

COUNCIL MEETING MINUTES

REGULAR SESSION
5:00 PM Regular Session

MOMENT OF REFLECTION

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

FLAG SALUTE

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

CALL TO ORDER

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

CLOSED SESSION REPORT

None

ORAL COMMUNICATIONS

Stephen Wheeler – Requested to the City Council allow cannabis businesses in Escondido.

Malek Haddad – Expressed concern regarding Fire Inspection Fee increases.

Wally Gutierez – Expressed concern regarding water bills being overcharged due to a computer glitch.

Greg Swizz – Expressed concern regarding the CCAE RFP.

Samantha McLaughlin – Expressed concern regarding the CCAE RFP.

Amber Steinbeck – Expressed concern regarding the CCAE RFP.

Jake Estrada – Expressed concern regarding the CCAE RFP.

Marco Briones – Expressed concern regarding the CCAE RFP.

Nathan Herrenstein – Expressed concern regarding the CCAE RFP.

Robert Morales – Expressed concern regarding the CCAE RFP.

Mary Peirucci – Expressed concern regarding the CCAE RFP.

Leah Leixodo – Expressed concern regarding the negative impacts the Grand Ave construction project on her business and requested a grant from the City to cover loss of revenue during the construction.

Robin Seon – Expressed concern regarding the negative impacts the Grand Ave construction project on her business and requested a grant from the City to cover loss of revenue during the construction.

Mike Dorall – Expressed concern regarding the homeless encampments in Escondido.

Angel Aguilar – Invited the City Council to the Esconddio Tamale Festival on November 2, 2024.

CONSENT CALENDAR

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

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

2. **APPROVAL OF MINUTES: Regular Meeting Minutes of October 9, 2024**

3. **APPROVAL OF WARRANT REGISTER (COUNCIL)**
   Request approval for City Council and Housing Successor Agency warrant numbers:
   - 387842 – 388016 dated October 02, 2024
   - 388017 – 388201 dated October 09, 2024

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

   ESSENTIAL SERVICE – Internal requirement per Municipal Code Section 10-49

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

5. **CONTINUING THE EMERGENCY REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN**
   Request the City Council adopt Resolution No. 2024-146, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main.

   Staff Recommendation: Approval (Utilities: Angela Morrow, Director of Utilities)

Presenter: Stephanie Roman, Assistant Director of Utilities, Construction & Engineering

ESSENTIAL SERVICE – Yes, Keep City Clean for Public Health and Safety; Sewer

COUNCIL PRIORITY –Improve Public Safety

a) Resolution No. 2024-146

6. **NOTICE OF COMPLETION FOR THE EMERGENCY REPAIR OF EAST GRAND AVENUE**
Request the City Council adopt Resolution No. 2024-152, authorizing the Director of Utilities to file a Notice of Completion for the Emergency Repair of East Grand Avenue.

Staff Recommendation: Approval (Utilities: Angela Morrow, Director of Utilities)

Presenter: Stephanie Roman, Assistant Director of Utilities, Construction & Engineering

ESSENTIAL SERVICE – Yes, Keep City Clean for Public Health and Safety; Sewer

COUNCIL PRIORITY – Improve Public Safety
a) Resolution No. 2024-152

7. **AUTHORIZATION OF A PUBLIC SERVICES AGREEMENT WITH TRITON TECHNOLOGY FOR TECHNOLOGY UPGRADES IN THE CITY COUNCIL CHAMBERS**
Request the City Council adopt Resolution No. 2024-134 authorizing the Mayor to execute a Public Services Agreement with Triton Technology Solutions Inc. in the amount of $239,206.64, for technology upgrades to the City Council Chambers.

Staff Recommendation: Approval (Communications: Teresa Collins, Assistant Director of Communications)

Presenter: Mike Thorne, Communications Manager

ESSENTIAL SERVICE – Yes, Internal Requirement

a) Resolution No. 2024-134

PUBLIC HEARINGS

8. **SHORT-FORM RENT INCREASE APPLICATION FOR CAREFREE RANCH MOBILEHOME PARK (FILE NO. 0697-20-10341)**
Request the City Council Conduct Public Hearing and (1) Review and consider Carefree Ranch Mobilehome Park Short-Form Application (2) Adopt the Rent Review Board Resolution No. RRB 2024-140

Staff Recommendation: Approval (Development Services: Christopher McKinney, Deputy City Manager and Interim Director of Development Services)

Presenter: Carlos Cervantes, Management Analyst; Danielle Lopez, Housing and Neighborhood Services Manager; Stephen Jacobson, Code Compliance Officer II

ESSENTIAL SERVICE – No

a) Resolution No. RRB 2024-140

Jim Younce – Expressed support for this item.

Dale Anderson – Expressed opposition to this item.

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

9. TEFRA HEARING FOR QUINCE STREET SENIOR APARTMENTS

Request the City Council hold a public hearing pursuant to the Tax Equity and Fiscal Responsibility Act ("TEFRA") to adopt Resolution No. 2024-144 and approve the issuance of revenue bonds by the California Municipal Finance Authority ("CMFA") to finance or refinance the acquisition, construction, improvement and equipping of a senior multifamily rental housing project located at 220 North Quince Street, in the City of Escondido, California, to be commonly known as Quince Street Seniors.

It is also requested that the City Council adopt Resolution No. 2024-145 approving the assumption of an existing Regulatory Agreement by San Diego Interfaith Housing Foundation.

Staff Recommendation: Approval (Community Development: Chris McKinney, Deputy City Manager and Interim Director of Development Services)

Presenter: Danielle Lopez, Housing and Neighborhood Services Manager and Norma Olquin, Management Analyst

ESSENTIAL SERVICE – Yes, Land Use/Development

COUNCIL PRIORITY – Encourage Housing Development

a) Resolution No. 2024-144

b) Resolution No. 2024-145

Motion: White; Second: C. Garcia; Approved: 5-0

10. ABANDONED COMMERCIAL BUILDING VACANCY ORDINANCE

Request the City Council adopt (1) Ordinance No. 2024-13, establishing Chapter 6 (Building and Building Regulations), Article 21 (Abandoned Commercial Property Requirements), within the City of Escondido's Municipal Code, and (2) Resolution No. 2024-153 establishing new fees for the Abandoned Commercial Property Ordinance.

Staff Recommendation: Approval (Economic Development: Jennifer Schoeneck, Economic Development Director)

Presenter: Jennifer Schoeneck, Economic Development Director

ESSENTIAL SERVICE – Yes, Keep City Clean for Public Health and Safety; Land Use/Development

COUNCIL PRIORITY – Improve Public Safety; Increase Retention and Attraction of People and Businesses to Escondido

a) Resolution No. 2024-153

b) Ordinance No. 2024-13

Motion: White; Second: C. Garcia; Approved: 5-0

CURRENT BUSINESS

11. PROPOSED FEE INCREASE FOR EMERGENCY MEDICAL SERVICE AMBULANCE TRANSPORTATION

Request the City Council adopt Resolution No. 2024-158 authorizing a fee increase for Emergency Medical Services ("EMS") ambulance transportation for Advanced Life Support ("ALS") and Basic Life Support ("BLS") provided to align with rising operational costs and ensure continued high-quality EMS for our community.

Staff Recommendation: Approval (Fire: Fire Chief John Tenger)

Presenters: Fire Chief John Tenger, Division Chief Tyler Batson

ESSENTIAL SERVICE – Yes, internal requirement in support of Fire/EMS Services

COUNCIL PRIORITY –Improve Public Safety

a) Resolution No. 2024-158

Motion to approve option 1: Morasco; Second: White; Approved: 4-1 (Martinez – No)

12. **DESIGNATION OF VOTING DELEGATE – NATIONAL LEAGUE OF CITIES ANNUAL CONFERENCE**
Request the City Council designate a Voting Delegate (and up to two alternates) for the National League of Cities Annual Conference in Tampa Bay, Florida, on November 13-16, 2024.

Staff Recommendation: Approval (City Clerk's Office: Zack Beck, City Clerk)

Presenter: Zack Beck, City Clerk

ESSENTIAL SERVICE – No

Motion to appoint Councilmember Garcia as the voting delegate and Councilmember Martinez as alternate: White; Second: Morasco; Approved: 5-0

13. **SAN DIEGO COUNTY WATER AUTHORITY BOARD OF DIRECTORS APPOINTMENT**
Request the City Council adopt Resolution No. 2024-156, appointing a representative to the San Diego County Water Authority Board of Directors.

Staff Recommendation: Approval (City Clerk's Office: Zack Beck, City Clerk)

Presenter: Zack Beck, City Clerk

ESSENTIAL SERVICE – No

a) Resolution No. 2024-156

Motion to appoint Rick Paul to the SDCWA Board of Directors: White; Second: C. Garcia; Approved: 5-0

FUTURE AGENDA

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

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

White/J. Garcia – Current Sign Ordinance

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY of ESCONDIDO

COUNCIL MEETING MINUTES

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.gov***.

ORAL COMMUNICATIONS

None

ADJOURNMENT

Mayor White adjourned the meeting at 7:10 p.m.

_____ _____

MAYOR CITY CLERK

STAFF REPORT

ITEM NO. 4

SUBJECT

WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

ANALYSIS

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

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

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

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

RECOMMENDATION

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

Respectfully Submitted,

Zack Beck
City Clerk

STAFF REPORT

November 20, 2024
File Number 1330-85

SUBJECT

CONTINUING THE EMERGENCY REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN

DEPARTMENT

Utilities Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2024-162, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repair of the Escondido Trunk Sewer Main. The resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property.

Staff Recommendation: Approval (Utilities: Angela Morrow, Director of Utilities)

Presenter: Stephanie Roman, Assistant Director of Utilities, Construction & Engineering

ESSENTIAL SERVICE – Yes, Keep City Clean for Public Health and Safety; Sewer

COUNCIL PRIORITY –Improve Public Safety

FISCAL ANALYSIS

Funding for the Emergency Repair of the Escondido Trunk Sewer Main is available in the Wastewater Capital Improvement Project ("CIP") budget for Sewer Trunk Main, CIP No. 801913.

PREVIOUS ACTION

On June 26, 2024, the City Council adopted Resolution No. 2024-86, ratifying Proclamation No. 2024-02, affirming that it was appropriate for City staff to forego competitive bidding procedures and work with contractors for the necessary emergency repair of the failing trunk sewer main.

On July 10, 2024, the City Council adopted Resolution No. 2024-94, reaffirming that there was a need to continue efforts toward emergency repair of the failing trunk sewer main.

On July 17, 2024, the City Council adopted Resolution No. 2024-103, reaffirming that there was a need to continue efforts toward emergency repair of the failing trunk sewer main.

CITY of ESCONDIDO

STAFF REPORT

On July 23, 2024, a Public Improvement Agreement with CCL Contracting, Inc. was executed for the emergency repair of Section 2, from Beech Street to Grape Day Park, on a time and materials basis in an amount not to exceed $10,240,691.

On August 7, 2024, the City Council adopted Resolution No. 2024-106, reaffirming that there was a need to continue efforts toward emergency repair of the failing trunk sewer main. In addition, City Council approved a budget adjustment in the amount of $12,036,225 to fund the emergency repair of the failing trunk sewer main, consisting of $7,036,225 from the unallocated Wastewater Reserves and $5,000,000 from Capital Improvement Project No. 801508, Recycled Easterly Ag MFRO.

On August 21, 2024, a Public Improvement Agreement with J.R. Filanc Construction Company was executed for the emergency repair of Section 1, Ash Street from the Firestone Complete Auto Care parking lot to the Walmart Neighborhood Market parking lot, on a time and materials basis in an amount not to exceed $1,795,534.

On August 28, 2024, the City Council adopted Resolution No. 2024-117, reaffirming that there was a need to continue efforts toward emergency repair of the failing trunk sewer main.

On September 11, 2024, the City Council adopted Resolution No. 2024-131, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer main.

On October 2, 2024, the City Council adopted Resolution No. 2024-141, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer main.

On October 23, 2024, the City Council adopted Resolution No. 2024-146, reaffirming that there was a need to continue efforts toward the emergency repair of the failing trunk sewer main.

BACKGROUND

The City's trunk sewer mains, constructed in the 1950's, are a critical and integral part of the City's wastewater system. In June 2024, during routine closed-circuit television inspection, Utilities Staff identified multiple failed and severely deteriorated sections of 18-inch and 21-inch trunk sewer main. In order to act quickly to avoid catastrophic failure, a local emergency was proclaimed on June 20, 2024, by the City Manager, serving as the Director of Emergency Services. This allowed staff to work directly with contractors to address the necessary repairs to the failing trunk sewer main.

The current and continuing scope of work includes two sections of severely deteriorated trunk sewer main that are in critical condition. These sections are shown in **Figure 1** below and defined as follows:

> Section 1: Ash Street - paralleling the Escondido Creek, from the Firestone Complete Auto Care ("Firestone") parking lot to the Walmart Neighborhood Market ("Walmart") parking lot; and

CITY of ESCONDIDO

STAFF REPORT

Section 2: Beech Street to Grape Day Park - paralleling the Escondido Creek, traversing a short section of North Hickory Street, then continuing in East Pennsylvania Street from North Hickory and extending into Grape Day Park.

Figure 1

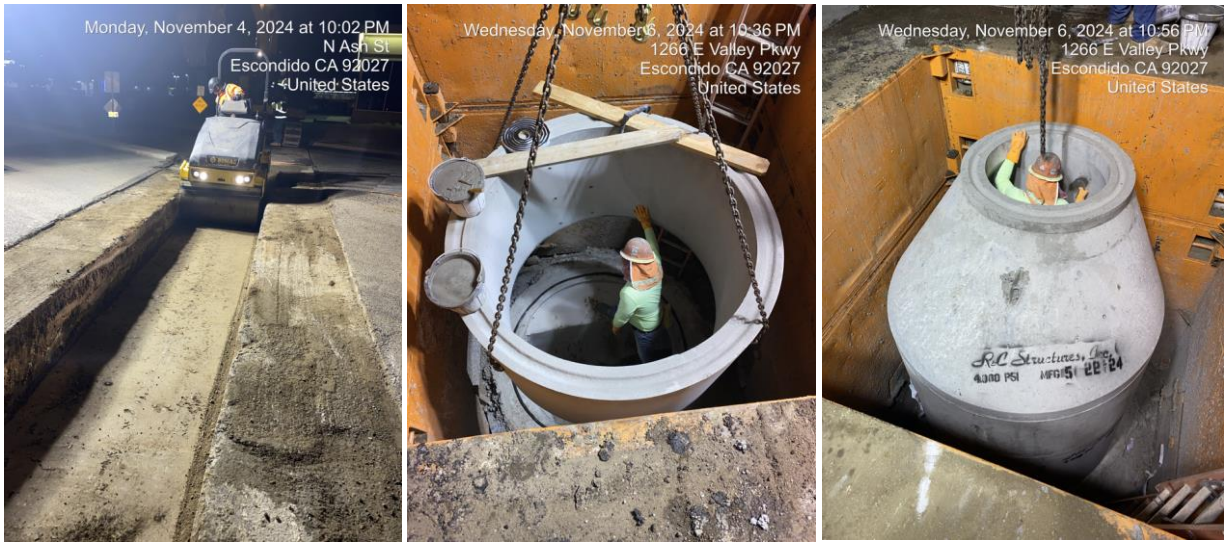
Section 1 emergency repair work began on August 7, 2024, and is anticipated to be complete by December 31, 2024. Work continues in Ash Street, the Firestone parking lot, and the Walmart parking lot. The contractor, J.R. Filanc Construction Company ("Filanc"), has installed approximately 300 linear feet of pipe out of approximately 600 linear feet. Additional work over the last several weeks includes: the relocation of an existing fire hydrant; water service restoration; manhole work; street improvements, including sidewalk repair to meet ADA compliance; and base paving work in preparation of the final paving of Ash Street, as well as both Firestone and Walmart parking lots. See **Figure 2** below.

Utilities Staff continues communication and coordination with Caltrans to ensure compliance with the Project's Caltrans encroachment permit. Traffic control message boards indicating Ash Street closure and restricted working hours remain in place at the work site.

CITY of ESCONDIDO

STAFF REPORT

Figure 2



Section 2 emergency repair work began on July 25, 2024, and is anticipated to be complete by May 31, 2025. The contractor, CCL Contracting, Inc. ("CCL"), has installed approximately 1,265 linear feet of pipe, from Grape Day Park to Juniper Street, out of a total of 5,400 linear feet. The new concrete driveway apron on the east side of Grape Day Park is complete and operational. Additional work over the last several weeks includes: installation of five (5) manholes, reconnection of multiple sewer laterals, removal of existing trunk main to be replaced, and highline work. Section 2 trunk main installation work has shifted to the intersection of Juniper Street and Pennsylvania Avenue, and continues to move east. Utilities Staff continues to communicate and coordinate with affected businesses within the construction zone of influence. The City Parks & Recreation Department has completed the re-seeding of Grape Day Park due to construction. The restoration of the park has been successful to date, with affected areas of Grape Day Park regrowing and looking green. Electronic message boards updating the community are in place, where appropriate, throughout the construction project site and will remain through the duration of work.

Utilities Staff continues to coordinate with other City Departments regarding current and upcoming construction, including the Grand Avenue Corridor Project, the Grape Day Park Restroom Project, and the Escondido Creek Trail Project.

RESOLUTIONS

a) Resolution No. 2024-162

RESOLUTION NO. 2024-162

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, FINDING THAT AN EMERGENCY CONTINUES TO REQUIRE THE IMMEDIATE REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN.

WHEREAS, the City Council recognizes that the City's trunk sewer main pipeline defined in the two following critical sections are at risk of imminent, catastrophic failure:

Section 1: Ash Street - paralleling the Escondido Creek, from the Firestone Complete Auto Care parking lot to the Walmart Neighborhood Market parking lot; and

Section 2: Beech Street to Grape Day Park - paralleling the Escondido Creek, traversing a short section of North Hickory Street, then continuing in East Pennsylvania Street from North Hickory and extending into Grape Day Park; and

WHEREAS, pursuant to the approval of Resolution No. 2024-86 on June 26, 2024, ratifying Proclamation No. 2024-02; Resolution No. 2024-94 on July 10, 2024; Resolution No. 2024-103 on July 17, 2024; Resolution No. 2024-106 on August 7, 2024; Resolution No. 2024-117 on August 28, 2024; Resolution No. 2024-131 on September 11, 2024; and Resolution No. 2024-141 on October 2, 2024; and Resolution No. 2024-146 on October 23, 2024; and the City Council previously found that the failing trunk sewer risk constitutes an emergency and found it appropriate for Utilities Staff to proceed to contract services without adopting plans, specifications, working details, or giving notice of bids to award contracts; and

WHEREAS, on August 7, 2024, City Council approved a budget adjustment in the amount of twelve million, thirty-six thousand, two-hundred twenty-five dollars ($12,036,225) to fund the emergency repair

of the failing trunk sewer main, consisting of $7,036,225 from the unallocated Wastewater Reserves and $5,000,000 from Capital Improvement Project No. 801508, Recycled Easterly Ag MFRO; and

WHEREAS, Staff entered into a Public Improvement Agreement ("Agreement") with CCL Contracting, Inc., in an amount not to exceed ten million, two hundred forty thousand, six hundred ninety-one dollars ($10,240,691) on July 23, 2024; and

WHEREAS, Staff entered into a Public Improvement Agreement ("Agreement") with J.R. Filanc Construction Company in an amount not to exceed one million, seven hundred ninety-five thousand, five hundred thirty-four dollars ($1,795,534) on August 21, 2024; and

WHEREAS, pursuant to Section 22050 of the Public Contract Code, the City Council must review the emergency action every 14 days, or at its next regularly scheduled meeting, and determine by a four-fifths vote there is a need to continue the action; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to continue the emergency action.

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 finds the failure of the trunk sewer main is a public health and safety emergency; that this emergency will not permit the delay that would result from a competitive bidding process; and that the proposed action and expenditure is still necessary to respond to the emergency requiring immediate repair of the trunk sewer main.

STAFF REPORT

November 20, 2024
File Number 0490-55

SUBJECT

TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED SEPTEMBER 30, 2024

DEPARTMENT

City Treasurer

RECOMMENDATION

Request the City Council approve the Quarterly Investment Report for the quarter ended September 30, 2024.

Staff Recommendation: Approve (Douglas Shultz, City Treasurer)

Presenter: Douglas Shultz, City Treasurer

ESSENTIAL SERVICE – Yes, City Operations

COUNCIL PRIORITY –

FISCAL ANALYSIS

From July 1, 2024 to September 30, 2024, the City's investment portfolio decreased from $236 million to $189 million. The adjusted average annual yield increased from 2.850 percent to 3.029 percent with the portfolio duration at 2.012 percent. Pre-funding PERS, Debt Service payments, and CIP projects account for the outflows for the quarter that resulted in a decrease of $47.2 million in the book value of the investment portfolio.

PREVIOUS ACTION

The Investment Report for the quarter ended June 30, 2024, was filed with the City Clerk's Office on July 31, 2024 and presented to the City Council on August 14, 2024.

BACKGROUND

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

CITY of ESCONDIDO

STAFF REPORT

- Summary of Investment Allocation as of September 30, 2024 (Attachment "1")
- Summary of Investment Portfolio Yield for the last 12 months (Attachment "2")
- Schedule of Funds Managed by Outside Parties as of September 30, 2024 (Attachment "3")

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

There are adequate funds to meet the next six-month's expected expenditures. As of June 30, 2024, the City complies with all requirements of the City's Investment Policy. The City purchased a Treasury that matured one (1) week outside of the five (5) year period. California code allows for purchases up to five (5) years and one (1) month. The decision was made to hold this security for One (1) week to be in compliance.

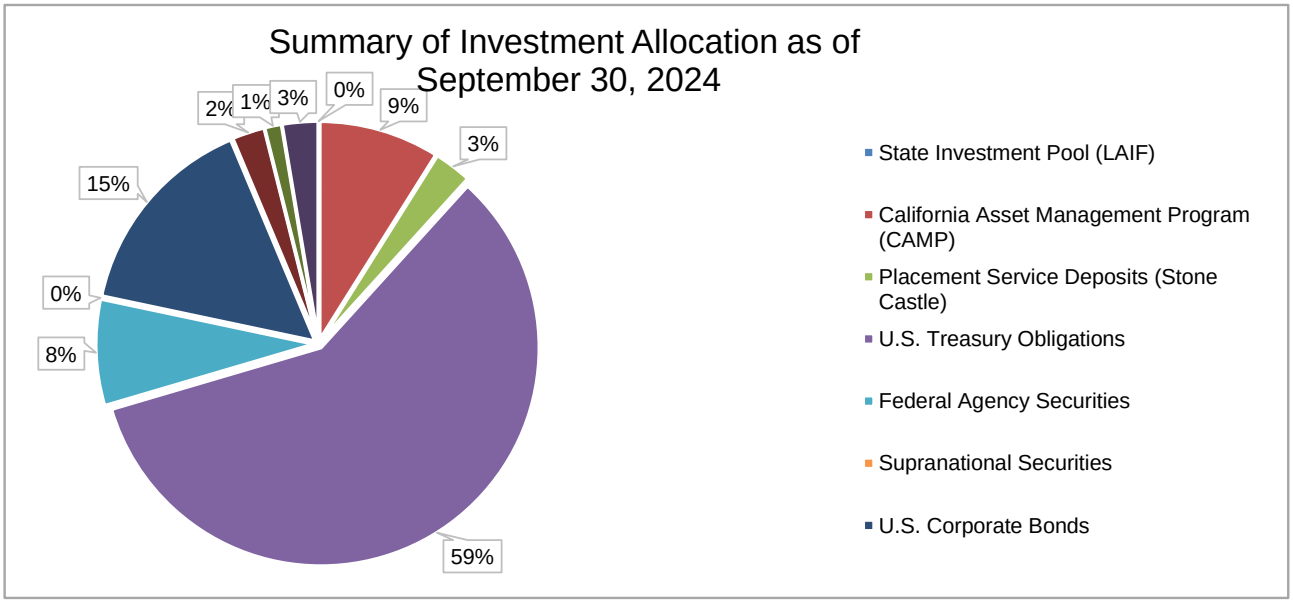
The cash flow has been and will continue to be deployed out on the investment maturity ladder, specifically targeting the next three (3) - five (5) years to lock in the current high rates in anticipation of short-term rates coming down in the near future. We continue to take advantage of CAMP's high interest rates, which allow us one of the highest yields in the market while allowing the liquidity the City needs to maintain cash flows.

ATTACHMENTS

a) Attachment "1" – Summary of Investment Allocation as of September 30, 2024
b) Attachment "2" – Summary of Investment Portfolio Yield for the last 12 months
c) Attachment "3" – Schedule of Funds Managed by Outside Parties as of September 30, 2024
d) Attachment "4" – Investment Performance Review for the Quarter Ended September 30, 2024

City of Escondido
Summary of Investment Allocation
as of September 30, 2024

Investment Type	Book Value	Market Value	Percent of Portfolio at Market
State Investment Pool (LAIF)	$ 12,252	$ 12,252	0.01%
California Asset Management Program (CAMP)	16,877,900	16,877,900	8.92%
Placement Service Deposits (Stone Castle)	5,284,717	5,284,717	2.79%
U.S. Treasury Obligations	110,413,278	111,094,057	58.72%
Federal Agency Securities	14,935,067	14,888,042	7.87%
Supranational Securities	0	0	0.00%
U.S. Corporate Bonds	28,897,714	29,060,308	15.36%
U.S. Municipal Bonds	4,672,713	4,566,271	2.41%
Asset-Backed Security	2,390,434	2,373,019	1.25%
Money Market Account (BNY Blackrock)	5,022,338	5,022,338	2.65%
Total Investment Portfolio - September 2024	**$ 188,506,413**	**$ 189,178,903**	**100%**
Reported Total Investments - June 2024	**$ 235,675,298**	**$ 232,867,497**	
Change from Prior Quarter	**$ (47,168,885)**	**$ (43,688,594)**	
Portfolio Duration	**2.012**		



SUMMARY OF INVESTMENT PORTFOLIO YIELDS
FOR THE LAST 12 MONTHS
As of September 30, 2024

Date	Book Value	Yield
Sep-24	$188,506,412.55	3.243%
Aug-24	$189,439,047.23	3.073%
Jul-24	$200,098,061.98	3.254%
Jun-24	$204,967,077.35	3.546%
May-24	$198,761,463.28	2.968%
Apr-24	$190,411,775.06	2.984%
Mar-24	$204,967,077.35	3.126%
Feb-24	$198,761,463.28	2.968%
Jan-24	$190,411,775.06	2.984%
Dec-23	$187,405,419.68	2.964%
Nov-23	$169,755,304.52	2.546%
Oct-23	$169,506,653.66	2.697%
Average Portfolio Interest Yields		3.029%

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

CITY OF ESCONDIDO
FUNDS MANAGED BY OUTSIDE PARTIES
As of September 30, 2024

Type of Funds / Institution		Market Value	Interest Rate	Type of Investment
BOND FUNDS				
BANK OF NEW YORK:				
1998-1 Rancho San Pasqual Assessment District	$	357,218.92	4.780%	Treasury
2013 JPFA Reidy Creek Lease Revenue Bonds (2001 Refunding)		326,390.64	4.900%	Treasury
2013 Community Facility District - Hidden Trails (2001 Refunding)		103.02	4.880%	Treasury
2015 Community Facility District - Eureka Ranch (2006 Refunding)		454.01	4.910%	Treasury
2015 Community Facility District - Eureka Ranch (2006 Refunding)		113.72	0.000%	Cash
2015A Wastewater Bond (2004A Refunding)		19,312.11	4.820%	Dreyfus Cash Management Fund
2015B Wastewater Bond (2004B Refunding)		6,878.83	4.820%	Dreyfus Cash Management Fund
2019 Water Bond (JPFA 19AB)		1,608.93	4.570%	Dreyfus Cash Management Fund
2021A WasteWater Ref Rev		0.00	0.000%	Dreyfus Cash Management Fund
2021 Community Facility District - The Villages		2,654,731.93	0.000%	Cash/Treasury
2022 Community Facility District - Eclipse Mountain House		3,296,954.81	0.000%	Cash/Treasury
	$	6,663,766.92		
SECTION 115 TRUST FUNDS				
PUBLIC AGENCY RETIREMENT SERVICES:				
PARS Post-Employment Benefits Trust		$36,235,482.76	Moderately Conservative HighMark PLUS	
TOTAL FUNDS MANAGED BY OUTSIDE PARTIES		**$42,899,249.68**		

CLEARWATER ANALYTICS

City of Escondido Quarterly Report

City of Escondido (299155)

Quarter End (Q3 Y2024)

06/29/2024 - 09/30/2024

Dated: 10/31/2024

Locked Down

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Dated: 10/31/2024

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Risk Summary - Fixed Income

06/29/2024 - 09/30/2024

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City of Escondido (299155)

Dated: 10/31/2024

Balance Sheet

Book Value + Accrued	167,235,559.95
Net Unrealized Gain/Loss	-231,525.11
Market Value + Accrued	167,004,034.84

Cash and Fixed Income Summary

Risk Metric	*Value*
MMFund	5,022,337.90
Fixed Income	161,981,696.93
Duration	2.012
Convexity	0.057
WAL	2.106
Years to Final Maturity	2.153
Years to Effective Maturity	2.105
Yield	3.939
Book Yield	2.963
Avg Credit Rating	AA-/Aa3/AA-

Issuer Concentration

Issuer	*Ending % of Market Value + Accrued*
United States Department of The Treasury	66.522%
Other	19.514%
Federal Home Loan Banks	3.018%
BLAKCROCK	3.007%
Federal Home Loan Mortgage Corporation	2.780%
Federal National Mortgage Association	2.569%
Waste Management, Inc.	1.452%
Apple Inc.	1.137%
---	**100.000%**

Footnotes: 1,2

Exposure - Asset Class

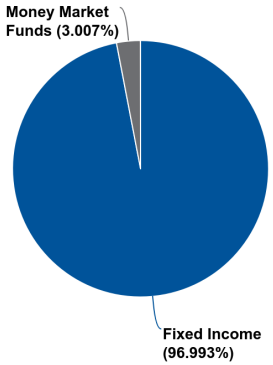
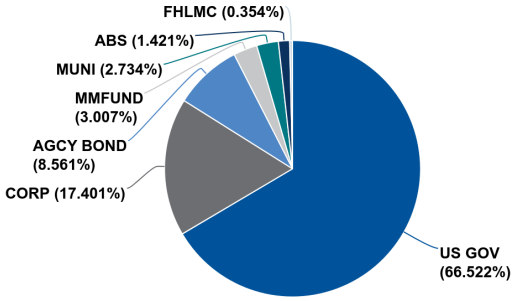


Chart calculated by: Market Value + Accrued

Exposure - Security Type



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Exposure - Sector

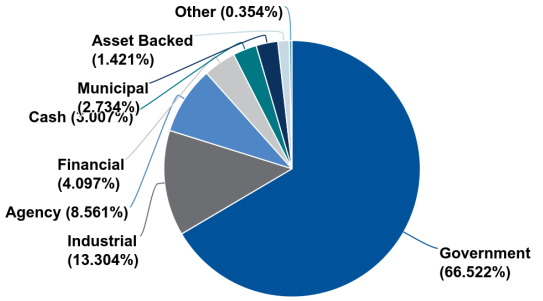

Chart calculated by: Ending Market Value + Accrued

Risk Summary - Fixed Income

06/29/2024 - 09/30/2024

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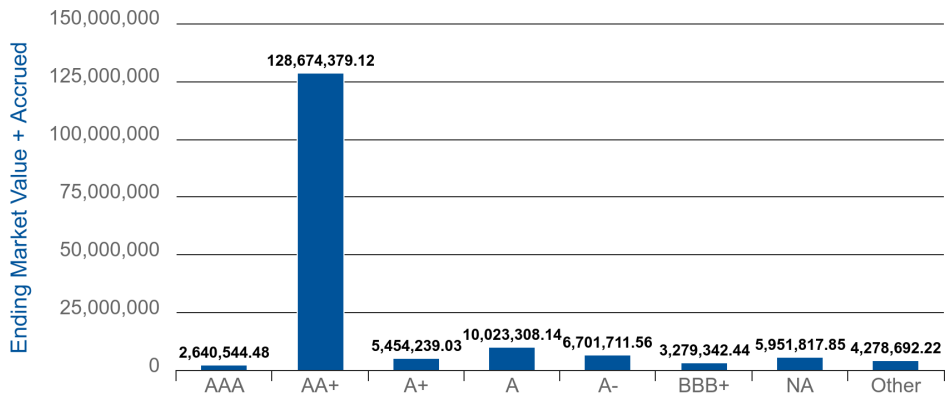
City of Escondido (299155)

Dated: 10/31/2024

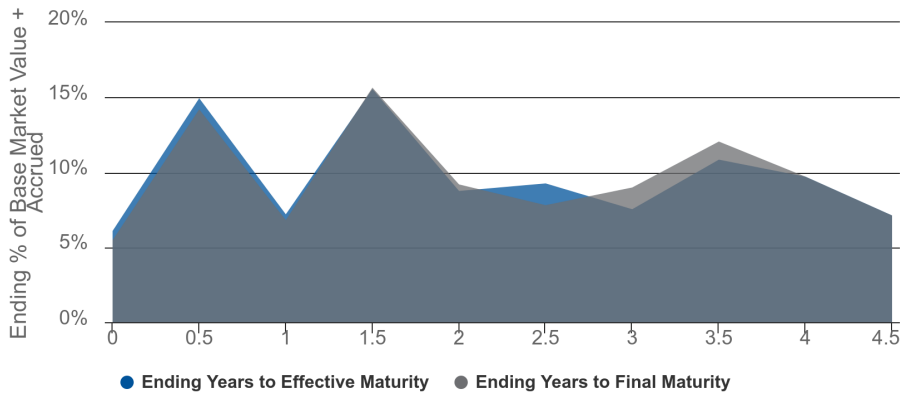
Exposure - Credit Rating



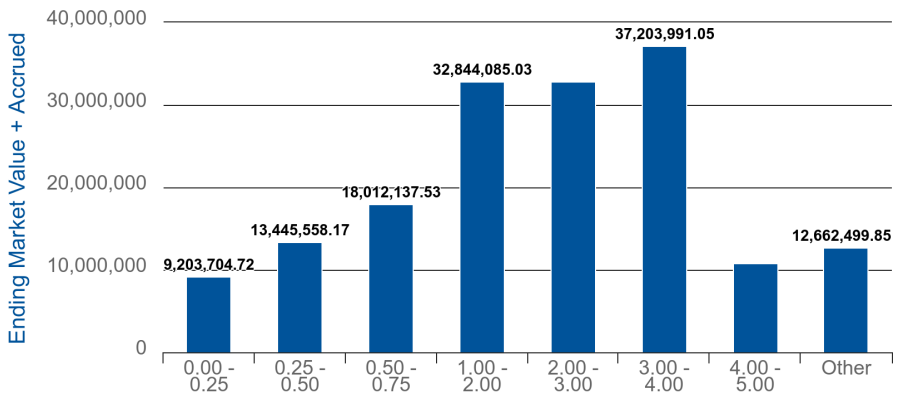
Credit Duration Heat Map

Rating	0 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5 - 7	7 - 10	10 - 15	15 - 30
AAA	1.581%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
AA	21.364%	18.041%	13.279%	21.645%	5.281%	0.000%	0.000%	0.000%	0.000%
A	3.457%	1.625%	6.362%	0.632%	1.204%	0.000%	0.000%	0.000%	0.000%
BBB	1.964%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
BB	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
B	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
CCC	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
CC	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
C	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
NA	0.557%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%

Time to Maturity



Exposure - Duration



Risk Summary - Fixed Income

06/29/2024 - 09/30/2024

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City of Escondido (299155)

Dated: 10/31/2024

Exposure - Industry Sector

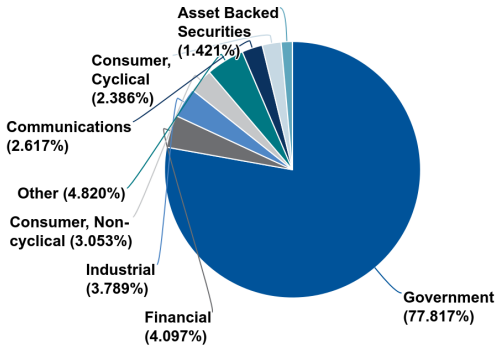
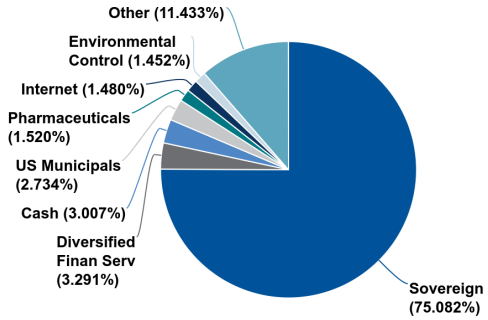


Chart calculated by: Market Value + Accrued

Exposure - Industry Group



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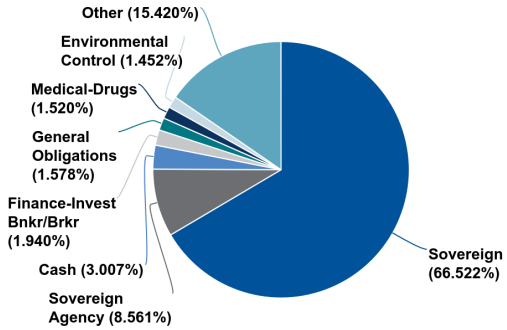
Exposure - Industry Subgroup



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MMF Asset Allocation

Exposure - Currency

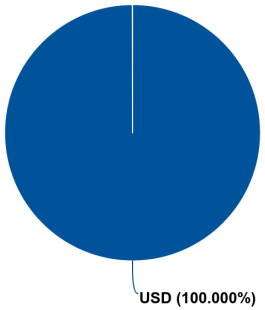

Chart calculated by: Ending Market Value + Accrued

Exposure - Country

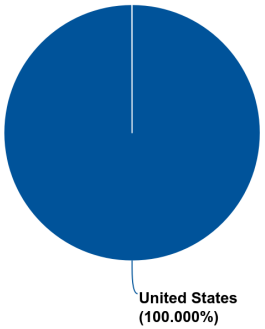

Chart calculated by: Ending Market Value + Accrued

Risk Summary - Fixed Income

06/29/2024 - 09/30/2024

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City of Escondido (299155)

Dated: 10/31/2024

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

Multiple Benchmarks Comparison

City of Escondido (299155)

Base Currency: USD As of 09/30/2024

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Dated: 10/31/2024

Account and Primary Benchmark

Account/Index	*Base Market Value + Accrued*	*Trailing Month Total Return, Net of Fees*	*Trailing 3 Months Total Return, Net of Fees*	*Trailing 6 Months Total Return, Net of Fees*	*Trailing 12 Months Total Return, Net of Fees*	*Prior Year Total Return, Net of Fees*	*Prior 3 Years Total Return, Net of Fees*	*Prior 5 Years Total Return, Net of Fees*	*Prior 10 Years Total Return, Net of Fees*
City of Escondido	167,004,034.84	0.788%	2.929%	3.961%	6.952%	4.775%	---	---	---
ICE BofA 1-5 Year US Corporate & Government Index	---	0.920%	3.479%	4.395%	8.098%	4.882%	---	---	---

Net of Fees (includes management and trading).

Returns are actual and have not been annualized.

No Tax Adjustment.

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

Reported Index Return is always Total Return.

Risk-Adjusted Comparison

City of Escondido (299155)

06/29/2024 - 09/30/2024

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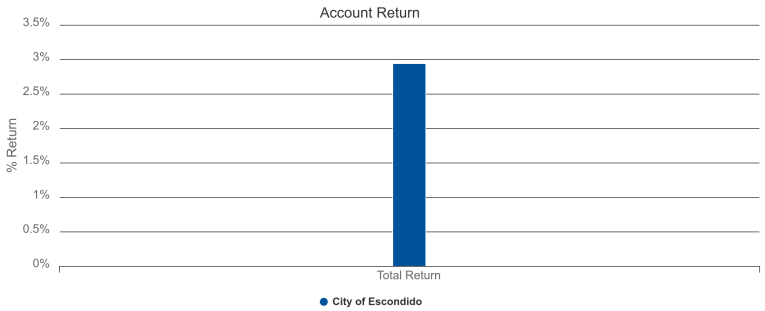
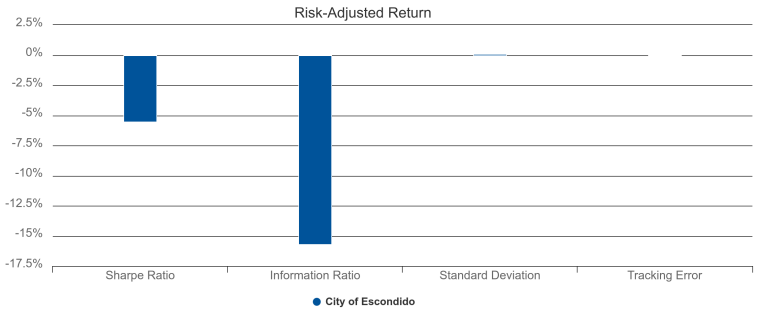
Dated: 10/31/2024





Account	*Assigned Index*	*Total Return*	*Index Return*	*Sharpe Ratio*	*Information Ratio*	*Standard Deviation*	*Tracking Error*
City of Escondido	ICE BofA 1-5 Year US Corporate & Government Index	2.942%	3.496%	-0.055	-0.157	0.104%	0.037%

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

Net of Fees (includes management and trading).

Returns are actual and have not been annualized.

No Tax Adjustment.

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

Reported Index Return is always Total Return.

Exposure - Credit Rating

As of 09/30/2024

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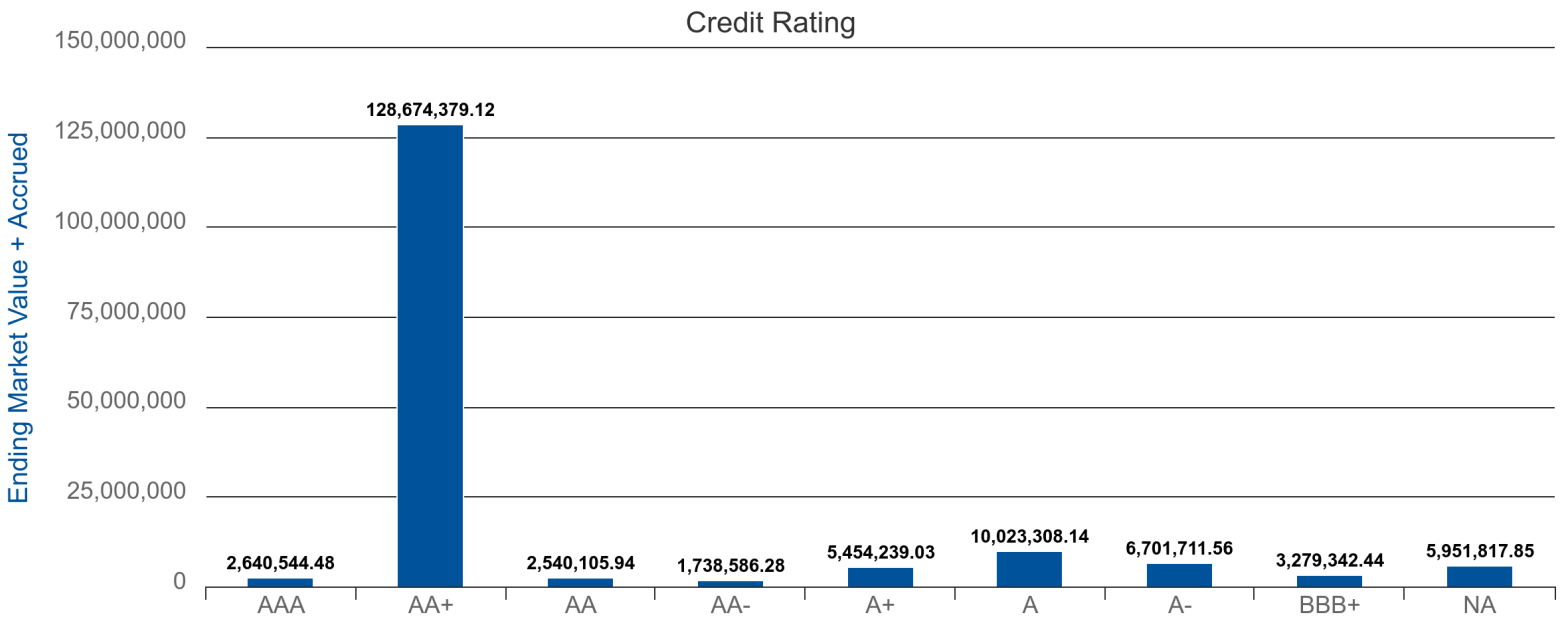
City of Escondido (299155)

Dated: 10/31/2024



AAA

Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	05602RAD3	BMWOT 2022-A A3	177,633.18	USD	08/25/2026	ABS	AAA	Aaa	AAA	NA	176,529.14
City of Escondido	14041NFY2	COMET 2021-3 A	715,000.00	USD	11/15/2024	ABS	AAA	NA	AAA	AAA	711,970.49
City of Escondido	254683CS2	DCENT 2022-2 A	715,000.00	USD	05/15/2025	ABS	AAA	Aaa	NA	AAA	710,253.58
City of Escondido	345286AC2	FORDO 2022-A A3	81,657.21	USD	06/15/2026	ABS	AAA	NA	AAA	AAA	80,745.13
City of Escondido	380146AC4	GMCAR 2022-1 A3	113,846.21	USD	11/16/2026	ABS	AAA	NA	AAA	AAA	112,357.20
City of Escondido	43815GAC3	HAROT 2021-4 A3	77,396.92	USD	01/21/2026	ABS	AAA	Aaa	NA	AAA	76,406.63
City of Escondido	448977AD0	HART 2022-A A3	339,616.41	USD	10/15/2026	ABS	AAA	NA	AAA	AAA	336,205.50
City of Escondido	50117XAE2	KCOT 212 A3	66,532.98	USD	11/17/2025	ABS	AAA	Aaa	NA	AAA	66,049.94
City of Escondido	60412AK85	MINNESOTA ST	275,000.00	USD	08/01/2025	MUNI	AAA	Aaa	AAA	AAA	267,525.50
City of Escondido	98163KAC6	WOART 2021-D A3	103,813.79	USD	10/15/2026	ABS	AAA	NA	AAA	AAA	102,501.37
City of Escondido	**---**	**---**	**2,665,496.70**	**USD**	**09/16/2025**	**---**	**AAA**	**Aaa**	**AAA**	**AAA**	**2,640,544.48**

AA+

Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	037833BZ2	APPLE INC	1,000,000.00	USD	08/04/2026	CORP	AA+	Aaa	AA+	NA	979,649.17
City of Escondido	037833EH9	APPLE INC	1,000,000.00	USD	08/05/2028	CORP	AA+	Aaa	AA+	NA	919,287.78
City of Escondido	3130AJKW8	FEDERAL HOME LOAN BANKS	1,000,000.00	USD	06/13/2025	AGCY BOND	AA+	Aaa	AA+	AA+	975,980.00
City of Escondido	3130AWLY4	FEDERAL HOME LOAN BANKS	2,000,000.00	USD	06/13/2025	AGCY BOND	AA+	Aaa	AA+	AA+	2,044,150.00
City of Escondido	3130AYNN2	FEDERAL HOME LOAN BANKS	2,000,000.00	USD	02/07/2028	AGCY BOND	AA+	Aaa	AA+	AA+	2,020,450.00
City of Escondido	3133EMAC6	FEDERAL FARM CREDIT BANKS FUNDING CORP	1,000,000.00	USD	09/21/2027	AGCY BOND	AA+	Aaa	AA+	AA+	914,378.33
City of Escondido	3134GWYS9	FEDERAL HOME LOAN MORTGAGE CORP	1,000,000.00	USD	10/15/2025	AGCY BOND	AA+	Aaa	AA+	AA+	9

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City of Escondido (299155)

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Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	3134GYE40	FEDERAL HOME LOAN MORTGAGE CORP	1,180,000.00	USD	01/26/2026	AGCY BOND	AA+	Aaa	AA+	AA+	1,190,193.56
City of Escondido	3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION	2,000,000.00	USD	08/25/2025	AGCY BOND	AA+	Aaa	AA+	AA+	1,935,970.00
City of Escondido	3135G05Y5	FEDERAL NATIONAL MORTGAGE ASSOCIATION	1,000,000.00	USD	10/08/2027	AGCY BOND	AA+	Aaa	AA+	AA+	922,674.17
City of Escondido	3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION	360,000.00	USD	11/07/2025	AGCY BOND	AA+	Aaa	AA+	AA+	347,144.40
City of Escondido	3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION	1,125,000.00	USD	11/07/2025	AGCY BOND	AA+	Aaa	AA+	AA+	1,084,826.25
City of Escondido	3137BGK24	FHMS K-043 A2	593,278.10	USD	12/25/2024	FHLMC	AA+	Aaa	AA+	AAA	591,399.47
City of Escondido	3137EAEP0	FEDERAL HOME LOAN MORTGAGE CORP	790,000.00	USD	02/12/2025	AGCY BOND	AA+	Aaa	AA+	AA+	782,851.82
City of Escondido	3137EAEX3	FEDERAL HOME LOAN MORTGAGE CORP	1,150,000.00	USD	09/23/2025	AGCY BOND	AA+	Aaa	AA+	AA+	1,110,317.33
City of Escondido	54438CYK2	LOS ANGELES CALIF CMNTY COLLEGE DIST	410,000.00	USD	08/01/2025	MUNI	AA+	Aaa	AA+	NA	398,847.32
City of Escondido	799408Z85	SAN RAMON VALLEY CALIF UNI SCH DIST	405,000.00	USD	08/01/2025	MUNI	AA+	Aa1	AA+	NA	394,495.65
City of Escondido	9128282A7	UNITED STATES TREASURY	1,900,000.00	USD	08/15/2026	US GOV	AA+	Aaa	AA+	AA+	1,829,349.95
City of Escondido	9128283J7	UNITED STATES TREASURY	1,480,000.00	USD	11/30/2024	US GOV	AA+	Aaa	AA+	AA+	1,484,146.06
City of Escondido	9128283V0	UNITED STATES TREASURY	280,000.00	USD	01/31/2025	US GOV	AA+	Aaa	AA+	AA+	279,300.55
City of Escondido	9128285M8	UNITED STATES TREASURY	4,000,000.00	USD	11/15/2028	US GOV	AA+	Aaa	AA+	AA+	3,975,654.67
City of Escondido	9128286A3	UNITED STATES TREASURY	2,045,000.00	USD	01/31/2026	US GOV	AA+	Aaa	AA+	AA+	2,023,041.92
City of Escondido	9128286B1	UNITED STATES TREASURY	3,000,000.00	USD	02/15/2029	US GOV	AA+	Aaa	AA+	AA+	2,892,997.74
City of Escondido	912828V98	UNITED STATES TREASURY	1,160,000.00	USD	02/15/2027	US GOV	AA+	Aaa	AA+	AA+	1,127,315.42
City of Escondido	912828XZ8	UNITED STATES TREASURY	1,500,000.00	USD	06/30/2025	US GOV	AA+	Aaa	AA+	AA+	1,495,979.59
City of Escondido	912828Y95	UNITED STATES TREASURY	2,000,000.00	USD	07/31/2026	US GOV	AA+	Aaa	AA+	AA+	1,942,577.93
City of Escondido	912828YM6	UNITED STATES TREASURY	635,000.00	USD	10/31/2024	US GOV	AA+	Aaa	AA+	AA+	637,227.06
City of Escondido	912828ZL7	UNITED STATES TREASURY	3,375,000.00	USD	04/30/2025	US GOV	AA+	Aaa	AA+	AA+	3,304,561.37
City of Escondido	912828ZT0	UNITED STATES TREASURY	2,000,000.00	USD	05/31/2025	US GOV	AA+	Aaa	AA+	AA+	1,950,020.33
City of Escondido	912828ZV5	UNITED STATES TREASURY	3,000,000.00	USD	06/30/2027	US GOV	AA+	Aaa	AA+	AA+	2,762,980.76
City of Escondido	91282CAB7	UNITED STATES TREASURY	2,380,000.00	USD	07/31/2025	US GOV	AA+	Aaa	AA+	AA+	2,307,246.25
City of Escondido	91282CAD3	UNITED STATES TREASURY	2,000,000.00	USD	07/31/2027	US GOV	AA+	Aaa	AA+	AA+	1,829,783.59
City of Escondido	91282CAM3	UNITED STATES TREASURY	620,000.00	USD	09/30/2025	US GOV	AA+	Aaa	AA+	AA+	597,609.86
City of Escondido	91282CAY7	UNITED STATES TREASURY	2,000,000.00	USD	11/30/2027	US GOV	AA+	Aaa	AA+	AA+	1,828,180.82
City of Escondido	91282CBC4	UNITED STATES TREASURY	1,200,000.00	USD	12/31/2025	US GOV	AA+	Aaa	AA+	AA+	1,150,797.23
City of Escondido	91282CBH3	UNITED STATES TREASURY	645,000.00	USD	01/31/2026	US GOV	AA+	Aaa	AA+	AA+	616,859.81
City of Escondido	91282CBH3	UNITED STATES TREASURY	1,280,000.00	USD	01/31/2026	US GOV	AA+	Aaa	AA+	AA+	1,224,155.90
City of Escondido	91282CBH3	UNITED STATES TREASURY	1,000,000.00	USD	01/31/2026	US GOV	AA+	Aaa	AA+	AA+	956,371.79
City of Escondido	91282CBH3	UNITED STATES TREASURY	800,000.00	USD	01/31/2026	US GOV	AA+	Aaa	AA+	AA+	765,097.43
City of Escondido	91282CBH3	UNITED STATES TREASURY	1,600,000.00	USD	01/31/2026	US GOV	AA+	Aaa	AA+	AA+	1,530,194.87
City of Escondido	91282CBJ9	UNITED STATES TREASURY	1,000,000.00	USD	01/31/2028	US GOV	AA+	Aaa	AA+	AA+	912,713.59
City of Escondido	91282CBQ3	UNITED STATES TREASURY	400,000.00	USD	02/28/2026	US GOV	AA+	Aaa	AA+	AA+	382,219.27
City of Escondido	91282CBQ3	UNITED STATES TREASURY	3,000,000.00	USD	02/28/2026	US GOV	AA+	Aaa	AA+	AA+	2,866,644.53
City of Escondido	91282CBT7	UNITED STATES TREASURY	2,000,000.00	USD	03/31/2026	US GOV	AA+	Aaa	AA+	AA+	1,913,001.21
City of Escondido	91282CCF6	UNITED STATES TREASURY	1,680,000.00	USD	05/31/2026	US GOV	AA+	Aaa	AA+	AA+	1,604,300.03
City of Escondido	91282CCF6	UNITED STATES TREASURY	2,400,000.00	USD	05/31/2026	US GOV	AA+	Aaa	AA+	AA+	2,291,857.18
City of Escondido	91282CCJ8	UNITED STATES TREASURY	2,050,000.00	USD	06/30/2026	US GOV	AA+	Aaa	AA+	AA+	1,957,404.12
City of Escondido	91282CCJ8	UNITED STATES TREASURY	360,000.00	USD	06/30/2026	US GOV	AA+	Aaa	AA+	AA+	343,739.26
City of Escondido	91282CDG3	UNITED STATES TREASURY	500,000.00	USD	10/31/2026	US GOV	AA+	Aaa	AA+	AA+	477,218.94
City of Escondido	91282CDG3	UNITED STATES TREASURY	5,000,000.00	USD	10/31/2026	US GOV	AA+	Aaa	AA+	AA+	4,772,189.40
City of Escondido	91282CDG3	UNITED STATES TREASURY	400,000.00	USD	10/31/2026	US GOV	AA+	Aaa	AA+	AA+	381,775.15
City of Escondido	91282CDG3	UNITED STATES TREASURY	1,000,000.00	USD	10/31/2026	US GOV	AA+	Aaa	AA+	AA+	954,437.88
City of Escondido	91282CDH1	UNITED STATES TREASURY	5,000,000.00	USD	11/15/2024	US GOV	AA+	Aaa	AA+	AA+	4,989,164.40
City of Escondido	91282CDZ1	UNITED STATES TREASURY	1,175,000.00	USD	02/15/2025	US GOV	AA+	Aaa	AA+	AA+	1,164,267.27
City of Escondido	91282CEN7	UNITED STATES TREASURY	2,000,000.00	USD	04/30/2027	US GOV	AA+	Aaa	AA+	AA+	1,981,376.30
City of Escondido	91282CES6	UNITED STATES TREASURY	3,000,000.00	USD	05/31/2029	US GOV	AA+	Aaa	AA+	AA+	2,918,615.41
City of Escondido	91282CEU1	UNITED STATES TREASURY	2,045,000.00	USD	06/15/2025	US GOV	AA+	Aaa	AA+	AA+	2,043,841.73
City of Escondido	91282CEV9	UNITED STATES TREASURY	2,000,000.00	USD	06/30/2029	US GOV	AA+	Aaa	AA+	AA+	1,986,266.63
City of Escondido	91282CFB2	UNITED STATES TREASURY	1,000,000.00	USD	07/31/2027	US GOV	AA+	Aaa	AA+	AA+	9

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Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	91282CFB2	UNITED STATES TREASURY	1,000,000.00	USD	07/31/2027	US GOV	AA+	Aaa	AA+	AA+	982,053.15
City of Escondido	91282CFH9	UNITED STATES TREASURY	1,000,000.00	USD	08/31/2027	US GOV	AA+	Aaa	AA+	AA+	989,906.10
City of Escondido	91282CFU0	UNITED STATES TREASURY	2,000,000.00	USD	10/31/2027	US GOV	AA+	Aaa	AA+	AA+	2,065,544.46
City of Escondido	91282CFU0	UNITED STATES TREASURY	1,000,000.00	USD	10/31/2027	US GOV	AA+	Aaa	AA+	AA+	1,032,772.23
City of Escondido	91282CGC9	UNITED STATES TREASURY	4,000,000.00	USD	12/31/2027	US GOV	AA+	Aaa	AA+	AA+	4,075,891.20
City of Escondido	91282CGP0	UNITED STATES TREASURY	1,000,000.00	USD	02/29/2028	US GOV	AA+	Aaa	AA+	AA+	1,016,625.41
City of Escondido	91282CGP0	UNITED STATES TREASURY	2,000,000.00	USD	02/29/2028	US GOV	AA+	Aaa	AA+	AA+	2,033,250.83
City of Escondido	91282CGT2	UNITED STATES TREASURY	5,000,000.00	USD	03/31/2028	US GOV	AA+	Aaa	AA+	AA+	5,008,297.94
City of Escondido	91282CHA2	UNITED STATES TREASURY	1,000,000.00	USD	04/30/2028	US GOV	AA+	Aaa	AA+	AA+	1,011,716.74
City of Escondido	91282CHA2	UNITED STATES TREASURY	2,000,000.00	USD	04/30/2028	US GOV	AA+	Aaa	AA+	AA+	2,023,433.48
City of Escondido	91282CHE4	UNITED STATES TREASURY	2,000,000.00	USD	05/31/2028	US GOV	AA+	Aaa	AA+	AA+	2,026,624.75
City of Escondido	91282CHH7	UNITED STATES TREASURY	1,000,000.00	USD	06/15/2026	US GOV	AA+	Aaa	AA+	AA+	1,018,852.13
City of Escondido	91282CHK0	UNITED STATES TREASURY	2,000,000.00	USD	06/30/2028	US GOV	AA+	Aaa	AA+	AA+	2,049,277.39
City of Escondido	91282CHK0	UNITED STATES TREASURY	3,000,000.00	USD	06/30/2028	US GOV	AA+	Aaa	AA+	AA+	3,073,916.09
City of Escondido	91282CHQ7	UNITED STATES TREASURY	3,000,000.00	USD	07/31/2028	US GOV	AA+	Aaa	AA+	AA+	3,077,699.18
City of Escondido	91282CHU8	UNITED STATES TREASURY	2,000,000.00	USD	08/15/2026	US GOV	AA+	Aaa	AA+	AA+	2,035,935.27
City of Escondido	91282CJA0	UNITED STATES TREASURY	3,000,000.00	USD	09/30/2028	US GOV	AA+	Aaa	AA+	AA+	3,115,461.18
City of Escondido	91282CKG5	UNITED STATES TREASURY	1,000,000.00	USD	03/31/2029	US GOV	AA+	Aaa	AA+	AA+	1,022,263.32
City of Escondido	**---**	**---**	**130,923,278.10**	**USD**	**01/29/2027**	**---**	**AA+**	**Aaa**	**AA+**	**AA+**	**128,674,379.12**

AA

Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	544647FC9	LOS ANGELES CALIF UNI SCH DIST	310,000.00	USD	07/01/2026	MUNI	AA	Aa2	NA	AAA	297,899.92
City of Escondido	605581MZ7	MISSISSIPPI ST	120,000.00	USD	11/01/2024	MUNI	AA	Aa2	AA	AA	119,867.30
City of Escondido	771196BT8	ROCHE HOLDINGS INC	1,295,000.00	USD	03/10/2025	CORP	AA	Aa2	AA	AA	1,282,715.20
City of Escondido	797412DM2	SAN DIEGO CNTY CALIF WTR AUTH WTR REV	480,000.00	USD	05/01/2025	MUNI	AA	Aa2	AAA	AA+	471,247.60
City of Escondido	91412HGE7	UNIVERSITY CALIF REVS	375,000.00	USD	05/15/2025	MUNI	AA	Aa2	AA	AA	368,375.92
City of Escondido	**---**	**---**	**2,580,000.00**	**USD**	**05/18/2025**	**---**	**AA**	**Aa2**	**AA**	**AA**	**2,540,105.94**

AA-

Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	166764BW9	CHEVRON CORP	425,000.00	USD	05/11/2025	CORP	AA-	Aa2	AA-	NA	420,054.42
City of Escondido	20772KEW5	CONNECTICUT ST	630,000.00	USD	09/15/2025	MUNI	AA-	Aa3	AA-	AA-	628,150.04
City of Escondido	341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV	400,000.00	USD	07/01/2025	MUNI	AA-	Aa3	AA	AA	391,706.00
City of Escondido	341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV	155,000.00	USD	07/01/2025	MUNI	AA-	Aa3	AA	AA	151,786.08
City of Escondido	341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV	150,000.00	USD	07/01/2025	MUNI	AA-	Aa3	AA	AA	146,889.75
City of Escondido	**---**	**---**	**1,760,000.00**	**USD**	**07/16/2025**	**---**	**AA-**	**Aa3**	**AA-**	**AA**	**1,738,586.28**

A+

Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	00724PAF6	ADOBE INC	1,000,000.00	USD	04/04/2029	CORP	A+	A1	A+	NA	1,055,960.00
City of Escondido	023135BR6	AMAZON.COM INC	500,000.00	USD	06/03/2027	CORP	A+	A1	AA	AA-	469,006.67
City of Escondido	023135CP9	AMAZON.COM INC	1,000,000.00	USD	12/01/2027	CORP	A+	A1	AA	AA-	1,035,606.67
City of Escondido	191216CU2	COCA-COLA CO	1,500,000.00	USD	06/01/2027	CORP	A+	A1	A+	WR	1,422,530.00
City of Escondido	57636QAM6	MASTERCARD INC	1,000,000.00	USD	06/01/2029	CORP	A+	Aa3	A+	NA	967,453.33
City of Escondido	89236TKC8	TOYOTA MOTOR CREDIT CORP	500,000.00	USD	06/30/2025	CORP	A+	A1	A+	A+	503,692.26

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City of Escondido	**---**	**---**	**5,500,000.00**	**USD**	**01/17/2028**	**CORP**	**A+**	**A1**	**A+**	**AA-**	**5,454,239.03**

A

Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	04636NAA1	ASTRAZENECA FINANCE LLC	700,000.00	USD	05/28/2026	CORP	A	A2	A+	A	672,553.00
City of Escondido	05565EBK0	BMW US CAPITAL LLC	575,000.00	USD	04/09/2025	CORP	A	A2	A	NA	583,442.92
City of Escondido	06406RBC0	BANK OF NEW YORK MELLON CORP	1,000,000.00	USD	04/25/2025	CORP	A	A1	A	AA-	1,007,296.67
City of Escondido	110122DN5	BRISTOL-MYERS SQUIBB CO	353,000.00	USD	11/13/2025	CORP	A	A2	A	WR	340,960.93
City of Escondido	110122DN5	BRISTOL-MYERS SQUIBB CO	250,000.00	USD	11/13/2025	CORP	A	A2	A	WR	241,473.75
City of Escondido	14913R2U0	CATERPILLAR FINANCIAL SERVICES CORP	800,000.00	USD	01/08/2027	CORP	A	A2	A	A+	764,879.56
City of Escondido	14913R3B1	CATERPILLAR FINANCIAL SERVICES CORP	500,000.00	USD	01/06/2026	CORP	A	A2	A	A+	510,326.67
City of Escondido	24422EWA3	JOHN DEERE CAPITAL CORP	800,000.00	USD	01/11/2027	CORP	A	A1	A	A+	763,446.22
City of Escondido	24422EWF2	JOHN DEERE CAPITAL CORP	500,000.00	USD	06/06/2025	CORP	A	A1	A	A+	501,980.56
City of Escondido	369550BG2	GENERAL DYNAMICS CORP	700,000.00	USD	05/15/2025	CORP	A	A2	A	WR	705,125.56
City of Escondido	437076CM2	HOME DEPOT INC	105,000.00	USD	04/15/2025	CORP	A	A2	A	A	105,180.60
City of Escondido	437076DC3	HOME DEPOT INC	1,000,000.00	USD	06/25/2029	CORP	A	A2	A	A	1,042,726.67
City of Escondido	438516CE4	HONEYWELL INTERNATIONAL INC	700,000.00	USD	03/01/2027	CORP	A	A2	A	A	656,149.67
City of Escondido	665859AW4	NORTHERN TRUST CORP	670,000.00	USD	05/10/2027	CORP	A	A2	A+	A+	681,441.37
City of Escondido	87612EBM7	TARGET CORP	180,000.00	USD	01/15/2027	CORP	A	A2	A	A	173,616.60
City of Escondido	87612EBM7	TARGET CORP	650,000.00	USD	01/15/2027	CORP	A	A2	A	A	626,948.83
City of Escondido	91324PEG3	UNITEDHEALTH GROUP INC	200,000.00	USD	05/15/2027	CORP	A	A2	A+	A	201,799.56
City of Escondido	91324PEG3	UNITEDHEALTH GROUP INC	440,000.00	USD	05/15/2027	CORP	A	A2	A+	A	443,959.02
City of Escondido	**---**	**---**	**10,123,000.00**	**USD**	**09/08/2026**	**CORP**	**A**	**A2**	**A**	**A+**	**10,023,308.14**

A-

Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	02665WDZ1	AMERICAN HONDA FINANCE CORP	1,000,000.00	USD	09/09/2026	CORP	A-	A3	A-	A	949,144.44
City of Escondido	459200KM2	INTERNATIONAL BUSINESS MACHINES CORP	1,000,000.00	USD	02/09/2027	CORP	A-	A3	A-	A-	960,667.78
City of Escondido	46647PBH8	JPMORGAN CHASE & CO	750,000.00	USD	03/13/2026	CORP	A-	A1	A-	AA-	740,746.88
City of Escondido	61747YEM3	MORGAN STANLEY	310,000.00	USD	02/18/2026	CORP	A-	A1	A-	A+	308,022.63
City of Escondido	63743HFE7	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	220,000.00	USD	06/15/2025	CORP	A-	A2	A-	A	220,635.43
City of Escondido	693475AY1	PNC FINANCIAL SERVICES GROUP INC	600,000.00	USD	11/01/2024	CORP	A-	A3	A-	A	603,880.00
City of Escondido	70450YAG8	PAYPAL HOLDINGS INC	500,000.00	USD	06/01/2025	CORP	A-	A3	A-	A-	493,390.00
City of Escondido	94106LBX6	WASTE MANAGEMENT INC	2,335,000.00	USD	07/03/2027	CORP	A-	A3	A-	A-	2,425,224.40
City of Escondido	**---**	**---**	**6,715,000.00**	**USD**	**08/30/2026**	**CORP**	**A-**	**A3**	**A-**	**A**	**6,701,711.56**

BBB+

Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	025816CQ0	AMERICAN EXPRESS CO	350,000.00	USD	03/04/2025	CORP	BBB+	A2	BBB+	A	346,954.13
City of Escondido	17290ADP2	CITIGROUP INC	1,000,000.00	USD	04/20/2026	CORP	BBB+	A3	BBB+	A	1,022,236.39
City of Escondido	17327CAN3	CITIGROUP INC	245,000.00	USD	01/25/2026	CORP	BBB+	A3	BBB+	A	243,420.32
City of Escondido	38141GXS8	GOLDMAN SACHS GROUP INC	650,000.00	USD	02/12/2026	CORP	BBB+	A2	BBB+	A	640,349.94
City of Escondido	38150AS97	GOLDMAN SACHS GROUP INC	1,000,000.00	USD	04/04/2025	CORP	BBB+	A2	BBB+	A	1,026,381.67
City of Escondido	**---**	**---**	**3,245,000.00**	**USD**	**10/20/2025**	**CORP**	**BBB+**	**A2**	**BBB+**	**A**	**3,279,342.44**

Exposure - Credit Rating

City of Escondido (299155)

As of 09/30/2024

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Dated: 10/31/2024

NA

Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	650036DT0	NEW YORK ST URBAN DEV CORP REV	945,000.00	USD	03/15/2025	MUNI	NA	NA	NR	AA+	929,479.95
City of Escondido	X9USDBRD2	BLACKROCK FED TRST DOLR SHR FD 102	5,022,337.90	USD	09/30/2024	MMFUND	NA	NA	NA	NA	5,022,337.90
City of Escondido	**---**	**---**	**5,967,337.90**	**USD**	**10/26/2024**	**---**	**NA**	**NA**	**---**	**AA+**	**5,951,817.85**

Summary

Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	**---**	**---**	**169,479,112.71**	**USD**	**11/25/2026**	**---**	**AA-**	**Aa2**	**AA-**	**AA**	**167,004,034.84**

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

Overview

06/29/2024 - 09/30/2024

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City of Escondido (299155)

Dated: 10/31/2024

Compliance Overview

Status	Compliant
As of	09/30/2024

Reconciliation Status

Status	Reconciled
Last Reconciled For	10/30/2024

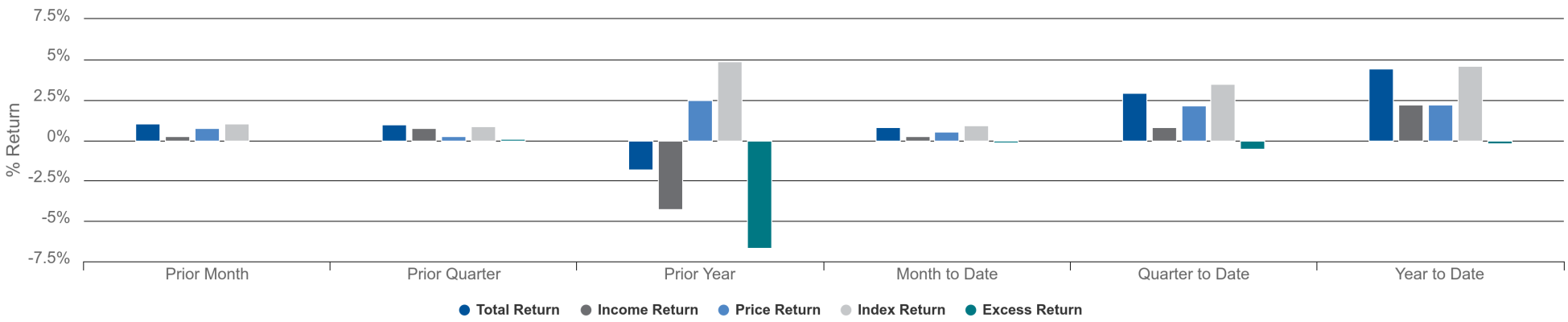
Cash and Fixed Income Summary

Risk Metric	*Value*
MMFund	5,022,337.90
Fixed Income	161,981,696.93
Duration	2.012
Convexity	0.057
WAL	2.106
Years to Final Maturity	2.153
Years to Effective Maturity	2.105
Yield	3.939
Book Yield	2.963
Avg Credit Rating	AA-/Aa3/AA-

Balance Sheet

Field	*Value*
Book Value + Accrued	167,235,559.95
Net Unrealized Gain/Loss	-231,525.11
Market Value + Accrued	167,004,034.84

Summary



Overview

06/29/2024 - 09/30/2024

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City of Escondido (299155)

Dated: 10/31/2024

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

Returns

City of Escondido (299155)

06/29/2024 - 09/30/2024

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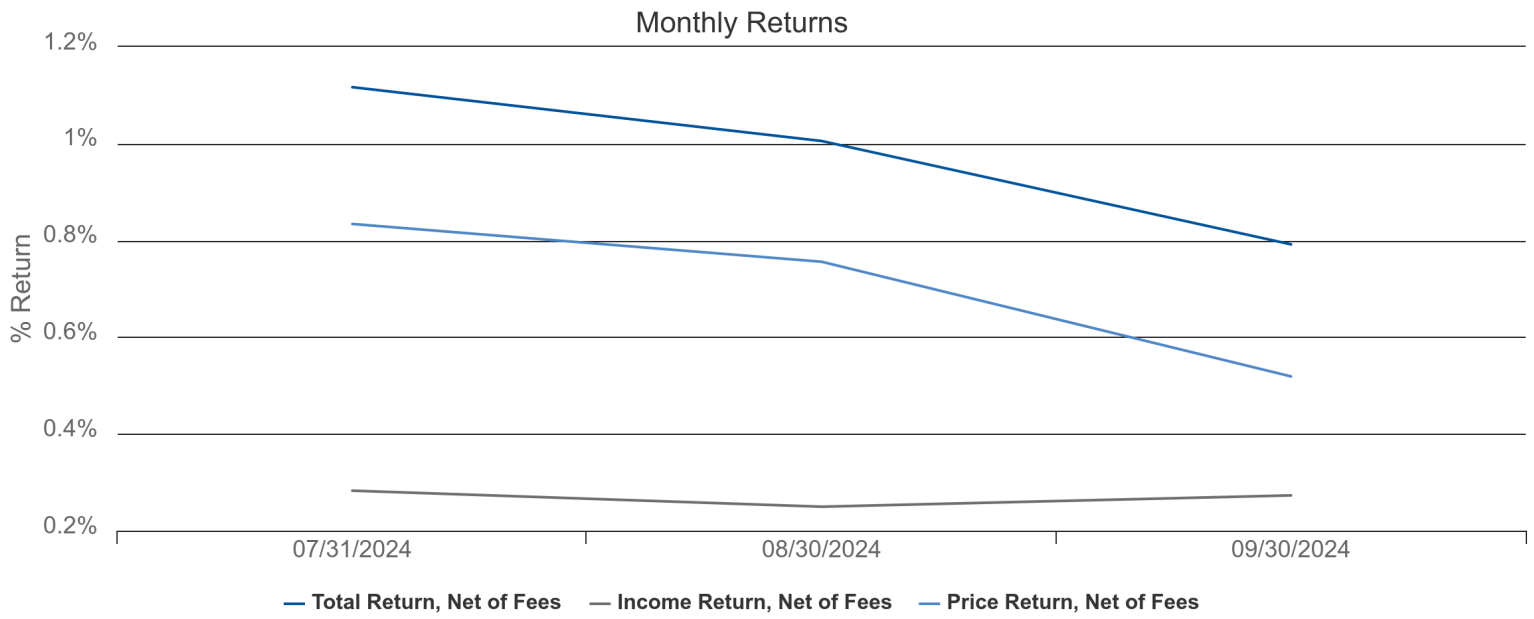
Dated: 10/31/2024



Period Begin	Period End	Total Return, Net of Fees	Income Return, Net of Fees	Price Return, Net of Fees
06/29/2024	07/31/2024	1.117%	0.283%	0.834%
08/01/2024	08/30/2024	1.005%	0.250%	0.756%
08/31/2024	09/30/2024	0.792%	0.273%	0.519%
---	---	---	---	---

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

Net of Fees (includes management and trading).

Returns are actual and have not been annualized.

No Tax Adjustment.

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

Comparison

City of Escondido (299155)

As of 09/30/2024

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Dated: 10/31/2024

Account/Index	*Base Market Value + Accrued*	*Trailing Month Total Return, Net of Fees*	*Trailing 3 Months Total Return, Net of Fees*	*Trailing 6 Months Total Return, Net of Fees*	*Trailing 12 Months Total Return, Net of Fees*	*Trailing 12 Months Information Ratio, Net of Fees*	*Trailing 12 Months Sharpe Ratio, Net of Fees*	*Trailing 12 Months Standard Deviation, Net of Fees*	*Trailing 12 Months Tracking Error, Net of Fees*
ICE BofA 1-5 Year US Corporate & Government Index	**---**	**0.920%**	**3.479%**	**4.395%**	**8.098%**	**---**	**---**	**0.137%**	**---**
City of Escondido	167,004,034.84	0.788%	2.929%	3.961%	6.952%	-0.052	-0.031	0.094%	0.057%

Net of Fees (includes management and trading).

Returns are actual and have not been annualized.

No Tax Adjustment.

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

Reported Index Return is always Total Return.

Exposure - Security Type

As of 09/30/2024

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City of Escondido (299155)

Dated: 10/31/2024

Security Type

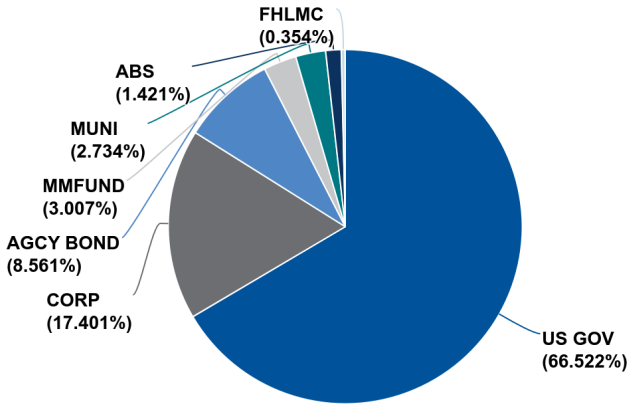

Chart calculated by: Ending Market Value + Accrued

US GOV

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	9128282A7	UNITED STATES TREASURY	1,900,000.00	USD	08/15/2026	US GOV	1,829,349.95
City of Escondido	9128283J7	UNITED STATES TREASURY	1,480,000.00	USD	11/30/2024	US GOV	1,484,146.06
City of Escondido	9128283V0	UNITED STATES TREASURY	280,000.00	USD	01/31/2025	US GOV	279,300.55
City of Escondido	9128285M8	UNITED STATES TREASURY	4,000,000.00	USD	11/15/2028	US GOV	3,975,654.67
City of Escondido	9128286A3	UNITED STATES TREASURY	2,045,000.00	USD	01/31/2026	US GOV	2,023,041.92
City of Escondido	9128286B1	UNITED STATES TREASURY	3,000,000.00	USD	02/15/2029	US GOV	2,892,997.74
City of Escondido	912828V98	UNITED STATES TREASURY	1,160,000.00	USD	02/15/2027	US GOV	1,127,315.42
City of Escondido	912828XZ8	UNITED STATES TREASURY	1,500,000.00	USD	06/30/2025	US GOV	1,495,979.59
City of Escondido	912828Y95	UNITED STATES TREASURY	2,000,000.00	USD	07/31/2026	US GOV	1,942,577.93
City of Escondido	912828YM6	UNITED STATES TREASURY	635,000.00	USD	10/31/2024	US GOV	637,227.06
City of Escondido	912828ZL7	UNITED STATES TREASURY	3,375,000.00	USD	04/30/2025	US GOV	3,304,561.37
City of Escondido	912828ZT0	UNITED STATES TREASURY	2,000,000.00	USD	05/31/2025	US GOV	1,950,020.33
City of Escondido	912828ZV5	UNITED STATES TREASURY	3,000,000.00	USD	06/30/2027	US GOV	2,762,980.76
City of Escondido	91282CAB7	UNITED STATES TREASURY	2,380,000.00	USD	07/31/2025	US GOV	2,307,246.25
City of Escondido	91282CAD3	UNITED STATES TREASURY	2,000,000.00	USD	07/31/2027	US GOV	1,829,783.59
City of Escondido	91282CAM3	UNITED STATES TREASURY	620,000.00	USD	09/30/2025	US GOV	597,609.86
City of Escondido	91282CAY7	UNITED STATES TREASURY	2,000,000.00	USD	11/30/2027	US GOV	1,828,180.82
City of Escondido	91282CBC4	UNITED STATES TREASURY	1,200,000.00	USD	12/31/2025	US GOV	1,150,797.23
City of Escondido	91282CBH3	UNITED STATES TREASURY	645,000.00	USD	01/31/2026	US GOV	616,859.81
City of Escondido	91282CBH3	UNITED STATES TREASURY	1,280,000.00	USD	01/31/2026	US GOV	1,224,155.90
City of Escondido	91282CBH3	UNITED STATES TREASURY	1,000,000.00	USD	01/31/2026	US GOV	956,371.79
City of Escondido	91282CBH3	UNITED STATES TREASURY	800,000.00	USD	01/31/2026	US GOV	765,097.43
City of Escondido	91282CBH3	UNITED STATES TREASURY	1,600,000.00	USD	01/31/2026	US GOV	1,5
City of Escondido	91282CBJ9	UNITED STATES TREASURY	1,000,000.00	USD	01/31/2028	US GOV	9

Exposure - Security Type

As of 09/30/2024

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City of Escondido (299155)

Dated: 10/31/2024

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	91282CBQ3	UNITED STATES TREASURY	400,000.00	USD	02/28/2026	US GOV	382,219.27
City of Escondido	91282CBQ3	UNITED STATES TREASURY	3,000,000.00	USD	02/28/2026	US GOV	2,866,644.53
City of Escondido	91282CBT7	UNITED STATES TREASURY	2,000,000.00	USD	03/31/2026	US GOV	1,913,001.21
City of Escondido	91282CCF6	UNITED STATES TREASURY	1,680,000.00	USD	05/31/2026	US GOV	1,604,300.03
City of Escondido	91282CCF6	UNITED STATES TREASURY	2,400,000.00	USD	05/31/2026	US GOV	2,291,857.18
City of Escondido	91282CCJ8	UNITED STATES TREASURY	2,050,000.00	USD	06/30/2026	US GOV	1,957,404.12
City of Escondido	91282CCJ8	UNITED STATES TREASURY	360,000.00	USD	06/30/2026	US GOV	343,739.26
City of Escondido	91282CDG3	UNITED STATES TREASURY	500,000.00	USD	10/31/2026	US GOV	477,218.94
City of Escondido	91282CDG3	UNITED STATES TREASURY	5,000,000.00	USD	10/31/2026	US GOV	4,772,189.40
City of Escondido	91282CDG3	UNITED STATES TREASURY	400,000.00	USD	10/31/2026	US GOV	381,775.15
City of Escondido	91282CDG3	UNITED STATES TREASURY	1,000,000.00	USD	10/31/2026	US GOV	954,437.88
City of Escondido	91282CDH1	UNITED STATES TREASURY	5,000,000.00	USD	11/15/2024	US GOV	4,989,164.40
City of Escondido	91282CDZ1	UNITED STATES TREASURY	1,175,000.00	USD	02/15/2025	US GOV	1,164,267.27
City of Escondido	91282CEN7	UNITED STATES TREASURY	2,000,000.00	USD	04/30/2027	US GOV	1,981,376.30
City of Escondido	91282CES6	UNITED STATES TREASURY	3,000,000.00	USD	05/31/2029	US GOV	2,918,615.41
City of Escondido	91282CEU1	UNITED STATES TREASURY	2,045,000.00	USD	06/15/2025	US GOV	2,043,841.73
City of Escondido	91282CEV9	UNITED STATES TREASURY	2,000,000.00	USD	06/30/2029	US GOV	1,986,266.63
City of Escondido	91282CFB2	UNITED STATES TREASURY	1,000,000.00	USD	07/31/2027	US GOV	982,053.15
City of Escondido	91282CFB2	UNITED STATES TREASURY	1,000,000.00	USD	07/31/2027	US GOV	982,053.15
City of Escondido	91282CFH9	UNITED STATES TREASURY	1,000,000.00	USD	08/31/2027	US GOV	989,906.10
City of Escondido	91282CFU0	UNITED STATES TREASURY	2,000,000.00	USD	10/31/2027	US GOV	2,065,544.46
City of Escondido	91282CFU0	UNITED STATES TREASURY	1,000,000.00	USD	10/31/2027	US GOV	1,032,772.23
City of Escondido	91282CGC9	UNITED STATES TREASURY	4,000,000.00	USD	12/31/2027	US GOV	4,075,891.20
City of Escondido	91282CGP0	UNITED STATES TREASURY	1,000,000.00	USD	02/29/2028	US GOV	1,016,625.41
City of Escondido	91282CGP0	UNITED STATES TREASURY	2,000,000.00	USD	02/29/2028	US GOV	2,033,250.83
City of Escondido	91282CGT2	UNITED STATES TREASURY	5,000,000.00	USD	03/31/2028	US GOV	5,008,297.94
City of Escondido	91282CHA2	UNITED STATES TREASURY	1,000,000.00	USD	04/30/2028	US GOV	1,011,716.74
City of Escondido	91282CHA2	UNITED STATES TREASURY	2,000,000.00	USD	04/30/2028	US GOV	2,023,433.48
City of Escondido	91282CHE4	UNITED STATES TREASURY	2,000,000.00	USD	05/31/2028	US GOV	2,026,624.75
City of Escondido	91282CHH7	UNITED STATES TREASURY	1,000,000.00	USD	06/15/2026	US GOV	1,018,852.13
City of Escondido	91282CHK0	UNITED STATES TREASURY	2,000,000.00	USD	06/30/2028	US GOV	2,049,277.39
City of Escondido	91282CHK0	UNITED STATES TREASURY	3,000,000.00	USD	06/30/2028	US GOV	3,073,916.09
City of Escondido	91282CHQ7	UNITED STATES TREASURY	3,000,000.00	USD	07/31/2028	US GOV	3,077,699.18
City of Escondido	91282CHU8	UNITED STATES TREASURY	2,000,000.00	USD	08/15/2026	US GOV	2,035,935.27
City of Escondido	91282CJA0	UNITED STATES TREASURY	3,000,000.00	USD	09/30/2028	US GOV	3,115,461.18
City of Escondido	91282CKG5	UNITED STATES TREASURY	1,000,000.00	USD	03/31/2029	US GOV	1,022,263.32
City of Escondido	**---**	**UNITED STATES TREASURY**	**112,910,000.00**	**USD**	**03/13/2027**	**US GOV**	**111,094,057.21**

CORP

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	00724PAF6	ADOBE INC	1,000,000.00	USD	04/04/2029	CORP	1,055,960.00
City of Escondido	023135BR6	AMAZON.COM INC	500,000.00	USD	06/03/2027	CORP	469,006.67
City of Escondido	023135CP9	AMAZON.COM INC	1,000,000.00	USD	12/01/2027	CORP	1,035,606.67
City of Escondido	025816CQ0	AMERICAN EXPRESS CO	350,000.00	USD	03/04/2025	CORP	346,954.13
City of Escondido	02665WDZ1	AMERICAN HONDA FINANCE CORP	1,000,000.00	USD	09/09/2026	CORP	949,144.44
City of Escondido	037833BZ2	APPLE INC	1,000,000.00	USD	08/04/2026	CORP	979,649.17
City of Escondido	037833EH9	APPLE INC	1,000,000.00	USD	08/05/2028	CORP	919,287.78
City of Escondido	04636NAA1	ASTRAZENECA FINANCE LLC	700,000.00	USD	05/28/2026	CORP	672,553.00
City of Escondido	05565EBK0	BMW US CAPITAL LLC	575,000.00	USD	04/09/2025	CORP	583,442.92
City of Escondido	06406RBC0	BANK OF NEW YORK MELLON CORP	1,000,000.00	USD	04/25/2025	CORP	1,007,296.67
City of Escondido	110122DN5	BRISTOL-MYERS SQUIBB CO	353,000.00	USD	11/13/2025	CORP	3

Exposure - Security Type

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City of Escondido (299155)

Dated: 10/31/2024

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	110122DN5	BRISTOL-MYERS SQUIBB CO	250,000.00	USD	11/13/2025	CORP	241,473.75
City of Escondido	14913R2U0	CATERPILLAR FINANCIAL SERVICES CORP	800,000.00	USD	01/08/2027	CORP	764,879.56
City of Escondido	14913R3B1	CATERPILLAR FINANCIAL SERVICES CORP	500,000.00	USD	01/06/2026	CORP	510,326.67
City of Escondido	166764BW9	CHEVRON CORP	425,000.00	USD	05/11/2025	CORP	420,054.42
City of Escondido	17290ADP2	CITIGROUP INC	1,000,000.00	USD	04/20/2026	CORP	1,022,236.39
City of Escondido	17327CAN3	CITIGROUP INC	245,000.00	USD	01/25/2026	CORP	243,420.32
City of Escondido	191216CU2	COCA-COLA CO	1,500,000.00	USD	06/01/2027	CORP	1,422,530.00
City of Escondido	24422EWA3	JOHN DEERE CAPITAL CORP	800,000.00	USD	01/11/2027	CORP	763,446.22
City of Escondido	24422EWF2	JOHN DEERE CAPITAL CORP	500,000.00	USD	06/06/2025	CORP	501,980.56
City of Escondido	369550BG2	GENERAL DYNAMICS CORP	700,000.00	USD	05/15/2025	CORP	705,125.56
City of Escondido	38141GXS8	GOLDMAN SACHS GROUP INC	650,000.00	USD	02/12/2026	CORP	640,349.94
City of Escondido	38150AS97	GOLDMAN SACHS GROUP INC	1,000,000.00	USD	04/04/2025	CORP	1,026,381.67
City of Escondido	437076CM2	HOME DEPOT INC	105,000.00	USD	04/15/2025	CORP	105,180.60
City of Escondido	437076DC3	HOME DEPOT INC	1,000,000.00	USD	06/25/2029	CORP	1,042,726.67
City of Escondido	438516CE4	HONEYWELL INTERNATIONAL INC	700,000.00	USD	03/01/2027	CORP	656,149.67
City of Escondido	459200KM2	INTERNATIONAL BUSINESS MACHINES CORP	1,000,000.00	USD	02/09/2027	CORP	960,667.78
City of Escondido	46647PBH8	JPMORGAN CHASE & CO	750,000.00	USD	03/13/2026	CORP	740,746.88
City of Escondido	57636QAM6	MASTERCARD INC	1,000,000.00	USD	06/01/2029	CORP	967,453.33
City of Escondido	61747YEM3	MORGAN STANLEY	310,000.00	USD	02/18/2026	CORP	308,022.63
City of Escondido	63743HFE7	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	220,000.00	USD	06/15/2025	CORP	220,635.43
City of Escondido	665859AW4	NORTHERN TRUST CORP	670,000.00	USD	05/10/2027	CORP	681,441.37
City of Escondido	693475AY1	PNC FINANCIAL SERVICES GROUP INC	600,000.00	USD	11/01/2024	CORP	603,880.00
City of Escondido	70450YAG8	PAYPAL HOLDINGS INC	500,000.00	USD	06/01/2025	CORP	493,390.00
City of Escondido	771196BT8	ROCHE HOLDINGS INC	1,295,000.00	USD	03/10/2025	CORP	1,282,715.20
City of Escondido	87612EBM7	TARGET CORP	180,000.00	USD	01/15/2027	CORP	173,616.60
City of Escondido	87612EBM7	TARGET CORP	650,000.00	USD	01/15/2027	CORP	626,948.83
City of Escondido	89236TKC8	TOYOTA MOTOR CREDIT CORP	500,000.00	USD	06/30/2025	CORP	503,682.36
City of Escondido	91324PEG3	UNITEDHEALTH GROUP INC	200,000.00	USD	05/15/2027	CORP	201,799.56
City of Escondido	91324PEG3	UNITEDHEALTH GROUP INC	440,000.00	USD	05/15/2027	CORP	443,959.02
City of Escondido	94106LBX6	WASTE MANAGEMENT INC	2,335,000.00	USD	07/03/2027	CORP	2,425,224.40
City of Escondido	**---**	**---**	**29,303,000.00**	**USD**	**10/22/2026**	**CORP**	**29,060,307.72**

AGCY BOND

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	3130AJKW8	FEDERAL HOME LOAN BANKS	1,000,000.00	USD	06/13/2025	AGCY BOND	975,980.00
City of Escondido	3130AWLY4	FEDERAL HOME LOAN BANKS	2,000,000.00	USD	06/13/2025	AGCY BOND	2,044,150.00
City of Escondido	3130AYNN2	FEDERAL HOME LOAN BANKS	2,000,000.00	USD	02/07/2028	AGCY BOND	2,020,450.00
City of Escondido	3133EMAC6	FEDERAL FARM CREDIT BANKS FUNDING CORP	1,000,000.00	USD	09/21/2027	AGCY BOND	914,378.33
City of Escondido	3134GWYS9	FEDERAL HOME LOAN MORTGAGE CORP	1,000,000.00	USD	10/15/2025	AGCY BOND	967,706.67
City of Escondido	3134GYE40	FEDERAL HOME LOAN MORTGAGE CORP	1,180,000.00	USD	01/26/2026	AGCY BOND	1,190,193.56
City of Escondido	3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION	2,000,000.00	USD	08/25/2025	AGCY BOND	1,935,970.00
City of Escondido	3135G05Y5	FEDERAL NATIONAL MORTGAGE ASSOCIATION	1,000,000.00	USD	10/08/2027	AGCY BOND	922,674.17
City of Escondido	3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION	360,000.00	USD	11/07/2025	AGCY BOND	347,144.40
City of Escondido	3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION	1,125,000.00	USD	11/07/2025	AGCY BOND	1,084,826.25
City of Escondido	3137EAEP0	FEDERAL HOME LOAN MORTGAGE CORP	790,000.00	USD	02/12/2025	AGCY BOND	782,851.82
City of Escondido	3137EAEX3	FEDERAL HOME LOAN MORTGAGE CORP	1,150,000.00	USD	09/23/2025	AGCY BOND	1,110,317.33
City of Escondido	**---**	**---**	**14,605,000.00**	**USD**	**04/07/2026**	**AGCY BOND**	**14,296,642.53**

MMFUND

Exposure - Security Type

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City of Escondido (299155)

Dated: 10/31/2024

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	X9USDBRD2	BLACKROCK FED TRST DOLR SHR FD 102	5,022,337.90	USD	09/30/2024	MMFUND	5,022,337.90
City of Escondido	**X9USDBRD2**	**BLACKROCK FED TRST DOLR SHR FD 102**	**5,022,337.90**	**USD**	**09/30/2024**	**MMFUND**	**5,022,337.90**

MUNI

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	20772KEW5	CONNECTICUT ST	630,000.00	USD	09/15/2025	MUNI	628,150.04
City of Escondido	341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV	400,000.00	USD	07/01/2025	MUNI	391,706.00
City of Escondido	341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV	155,000.00	USD	07/01/2025	MUNI	151,786.08
City of Escondido	341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV	150,000.00	USD	07/01/2025	MUNI	146,889.75
City of Escondido	54438CYK2	LOS ANGELES CALIF CMNTY COLLEGE DIST	410,000.00	USD	08/01/2025	MUNI	398,847.32
City of Escondido	544647FC9	LOS ANGELES CALIF UNI SCH DIST	310,000.00	USD	07/01/2026	MUNI	297,899.92
City of Escondido	60412AK85	MINNESOTA ST	275,000.00	USD	08/01/2025	MUNI	267,525.50
City of Escondido	605581MZ7	MISSISSIPPI ST	120,000.00	USD	11/01/2024	MUNI	119,867.30
City of Escondido	650036DT0	NEW YORK ST URBAN DEV CORP REV	945,000.00	USD	03/15/2025	MUNI	929,479.95
City of Escondido	797412DM2	SAN DIEGO CNTY CALIF WTR AUTH WTR REV	480,000.00	USD	05/01/2025	MUNI	471,247.60
City of Escondido	799408Z85	SAN RAMON VALLEY CALIF UNI SCH DIST	405,000.00	USD	08/01/2025	MUNI	394,495.65
City of Escondido	91412HGE7	UNIVERSITY CALIF REVS	375,000.00	USD	05/15/2025	MUNI	368,375.92
City of Escondido	**---**	**---**	**4,655,000.00**	**USD**	**07/04/2025**	**MUNI**	**4,566,271.02**

ABS

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	05602RAD3	BMWOT 2022-A A3	177,633.18	USD	08/25/2026	ABS	176,529.14
City of Escondido	14041NFY2	COMET 2021-3 A	715,000.00	USD	11/15/2024	ABS	711,970.49
City of Escondido	254683CS2	DCENT 2022-2 A	715,000.00	USD	05/15/2025	ABS	710,253.58
City of Escondido	345286AC2	FORDO 2022-A A3	81,657.21	USD	06/15/2026	ABS	80,745.13
City of Escondido	380146AC4	GMCAR 2022-1 A3	113,846.21	USD	11/16/2026	ABS	112,357.20
City of Escondido	43815GAC3	HAROT 2021-4 A3	77,396.92	USD	01/21/2026	ABS	76,406.63
City of Escondido	448977AD0	HART 2022-A A3	339,616.41	USD	10/15/2026	ABS	336,205.50
City of Escondido	50117XAE2	KCOT 212 A3	66,532.98	USD	11/17/2025	ABS	66,049.94
City of Escondido	98163KAC6	WOART 2021-D A3	103,813.79	USD	10/15/2026	ABS	102,501.37
City of Escondido	**---**	**---**	**2,390,496.70**	**USD**	**09/21/2025**	**ABS**	**2,373,018.98**

FHLMC

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	3137BGK24	FHMS K-043 A2	593,278.10	USD	12/25/2024	FHLMC	591,399.47
City of Escondido	**3137BGK24**	**FHMS K-043 A2**	**593,278.10**	**USD**	**12/25/2024**	**FHLMC**	**591,399.47**

Summary

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	**---**	**---**	**169,479,112.71**	**USD**	**11/25/2026**	**---**	**167,004,034.84**

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

Exposure - Market Sector

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City of Escondido (299155)

Dated: 10/31/2024

Sector

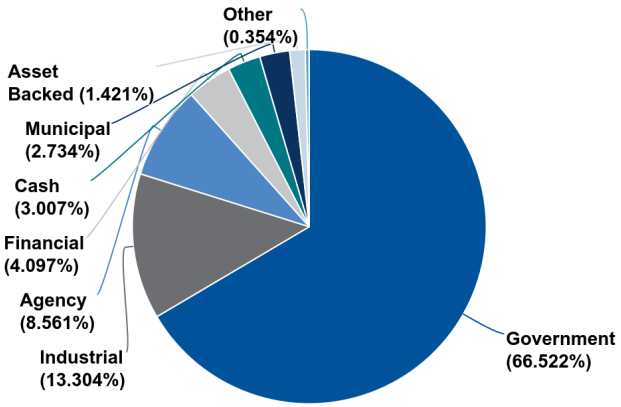

Chart calculated by: Ending Market Value + Accrued

Government

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	9128282A7	UNITED STATES TREASURY	1,900,000.00	USD	08/15/2026	US GOV	Government	1,829,349.95
City of Escondido	9128283J7	UNITED STATES TREASURY	1,480,000.00	USD	11/30/2024	US GOV	Government	1,484,146.06
City of Escondido	9128283V0	UNITED STATES TREASURY	280,000.00	USD	01/31/2025	US GOV	Government	279,300.55
City of Escondido	9128285M8	UNITED STATES TREASURY	4,000,000.00	USD	11/15/2028	US GOV	Government	3,975,654.67
City of Escondido	9128286A3	UNITED STATES TREASURY	2,045,000.00	USD	01/31/2026	US GOV	Government	2,023,041.92
City of Escondido	9128286B1	UNITED STATES TREASURY	3,000,000.00	USD	02/15/2029	US GOV	Government	2,892,997.74
City of Escondido	912828V98	UNITED STATES TREASURY	1,160,000.00	USD	02/15/2027	US GOV	Government	1,127,315.42
City of Escondido	912828XZ8	UNITED STATES TREASURY	1,500,000.00	USD	06/30/2025	US GOV	Government	1,495,979.59
City of Escondido	912828Y95	UNITED STATES TREASURY	2,000,000.00	USD	07/31/2026	US GOV	Government	1,942,577.93
City of Escondido	912828YM6	UNITED STATES TREASURY	635,000.00	USD	10/31/2024	US GOV	Government	637,227.06
City of Escondido	912828ZL7	UNITED STATES TREASURY	3,375,000.00	USD	04/30/2025	US GOV	Government	3,304,561.37
City of Escondido	912828ZT0	UNITED STATES TREASURY	2,000,000.00	USD	05/31/2025	US GOV	Government	1,950,020.33
City of Escondido	912828ZV5	UNITED STATES TREASURY	3,000,000.00	USD	06/30/2027	US GOV	Government	2,762,980.76
City of Escondido	91282CAB7	UNITED STATES TREASURY	2,380,000.00	USD	07/31/2025	US GOV	Government	2,307,246.25
City of Escondido	91282CAD3	UNITED STATES TREASURY	2,000,000.00	USD	07/31/2027	US GOV	Government	1,829,783.59
City of Escondido	91282CAM3	UNITED STATES TREASURY	620,000.00	USD	09/30/2025	US GOV	Government	597,609.86
City of Escondido	91282CAY7	UNITED STATES TREASURY	2,000,000.00	USD	11/30/2027	US GOV	Government	1,828,180.82
City of Escondido	91282CBC4	UNITED STATES TREASURY	1,200,000.00	USD	12/31/2025	US GOV	Government	1,150,797.23
City of Escondido	91282CBH3	UNITED STATES TREASURY	645,000.00	USD	01/31/2026	US GOV	Government	616,859.81
City of Escondido	91282CBH3	UNITED STATES TREASURY	1,280,000.00	USD	01/31/2026	US GOV	Government	1,224,155.90
City of Escondido	91282CBH3	UNITED STATES TREASURY	1,000,000.00	USD	01/31/2026	US GOV	Government	956,371.79
City of Escondido	91282CBH3	UNITED STATES TREASURY	800,000.00	USD	01/31/2026	US GOV	Government	765,097.43
City of Escondido	91282CBH3	UNITED STATES TREASURY	1,600,000.00	USD	01/31/2026	US GOV	Government	1,5

Exposure - Market Sector

City of Escondido (299155)

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Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	91282CBJ9	UNITED STATES TREASURY	1,000,000.00	USD	01/31/2028	US GOV	Government	912,713.59
City of Escondido	91282CBQ3	UNITED STATES TREASURY	400,000.00	USD	02/28/2026	US GOV	Government	382,219.27
City of Escondido	91282CBQ3	UNITED STATES TREASURY	3,000,000.00	USD	02/28/2026	US GOV	Government	2,866,644.53
City of Escondido	91282CBT7	UNITED STATES TREASURY	2,000,000.00	USD	03/31/2026	US GOV	Government	1,913,001.21
City of Escondido	91282CCF6	UNITED STATES TREASURY	1,680,000.00	USD	05/31/2026	US GOV	Government	1,604,300.03
City of Escondido	91282CCF6	UNITED STATES TREASURY	2,400,000.00	USD	05/31/2026	US GOV	Government	2,291,857.18
City of Escondido	91282CCJ8	UNITED STATES TREASURY	2,050,000.00	USD	06/30/2026	US GOV	Government	1,957,404.12
City of Escondido	91282CCJ8	UNITED STATES TREASURY	360,000.00	USD	06/30/2026	US GOV	Government	343,739.26
City of Escondido	91282CDG3	UNITED STATES TREASURY	500,000.00	USD	10/31/2026	US GOV	Government	477,218.94
City of Escondido	91282CDG3	UNITED STATES TREASURY	5,000,000.00	USD	10/31/2026	US GOV	Government	4,772,189.40
City of Escondido	91282CDG3	UNITED STATES TREASURY	400,000.00	USD	10/31/2026	US GOV	Government	381,775.15
City of Escondido	91282CDG3	UNITED STATES TREASURY	1,000,000.00	USD	10/31/2026	US GOV	Government	954,437.88
City of Escondido	91282CDH1	UNITED STATES TREASURY	5,000,000.00	USD	11/15/2024	US GOV	Government	4,989,164.40
City of Escondido	91282CDZ1	UNITED STATES TREASURY	1,175,000.00	USD	02/15/2025	US GOV	Government	1,164,267.27
City of Escondido	91282CEN7	UNITED STATES TREASURY	2,000,000.00	USD	04/30/2027	US GOV	Government	1,981,376.30
City of Escondido	91282CES6	UNITED STATES TREASURY	3,000,000.00	USD	05/31/2029	US GOV	Government	2,918,615.41
City of Escondido	91282CEU1	UNITED STATES TREASURY	2,045,000.00	USD	06/15/2025	US GOV	Government	2,043,841.73
City of Escondido	91282CEV9	UNITED STATES TREASURY	2,000,000.00	USD	06/30/2029	US GOV	Government	1,986,266.63
City of Escondido	91282CFB2	UNITED STATES TREASURY	1,000,000.00	USD	07/31/2027	US GOV	Government	982,053.15
City of Escondido	91282CFB2	UNITED STATES TREASURY	1,000,000.00	USD	07/31/2027	US GOV	Government	982,053.15
City of Escondido	91282CFH9	UNITED STATES TREASURY	1,000,000.00	USD	08/31/2027	US GOV	Government	989,906.10
City of Escondido	91282CFU0	UNITED STATES TREASURY	2,000,000.00	USD	10/31/2027	US GOV	Government	2,065,544.46
City of Escondido	91282CFU0	UNITED STATES TREASURY	1,000,000.00	USD	10/31/2027	US GOV	Government	1,032,772.23
City of Escondido	91282CGC9	UNITED STATES TREASURY	4,000,000.00	USD	12/31/2027	US GOV	Government	4,075,891.20
City of Escondido	91282CGP0	UNITED STATES TREASURY	1,000,000.00	USD	02/29/2028	US GOV	Government	1,016,625.41
City of Escondido	91282CGP0	UNITED STATES TREASURY	2,000,000.00	USD	02/29/2028	US GOV	Government	2,033,250.83
City of Escondido	91282CGT2	UNITED STATES TREASURY	5,000,000.00	USD	03/31/2028	US GOV	Government	5,008,297.94
City of Escondido	91282CHA2	UNITED STATES TREASURY	1,000,000.00	USD	04/30/2028	US GOV	Government	1,011,716.74
City of Escondido	91282CHA2	UNITED STATES TREASURY	2,000,000.00	USD	04/30/2028	US GOV	Government	2,023,433.48
City of Escondido	91282CHE4	UNITED STATES TREASURY	2,000,000.00	USD	05/31/2028	US GOV	Government	2,026,624.75
City of Escondido	91282CHH7	UNITED STATES TREASURY	1,000,000.00	USD	06/15/2026	US GOV	Government	1,018,852.13
City of Escondido	91282CHK0	UNITED STATES TREASURY	2,000,000.00	USD	06/30/2028	US GOV	Government	2,049,277.39
City of Escondido	91282CHK0	UNITED STATES TREASURY	3,000,000.00	USD	06/30/2028	US GOV	Government	3,073,916.09
City of Escondido	91282CHQ7	UNITED STATES TREASURY	3,000,000.00	USD	07/31/2028	US GOV	Government	3,077,699.18
City of Escondido	91282CHU8	UNITED STATES TREASURY	2,000,000.00	USD	08/15/2026	US GOV	Government	2,035,935.27
City of Escondido	91282CJA0	UNITED STATES TREASURY	3,000,000.00	USD	09/30/2028	US GOV	Government	3,115,461.18
City of Escondido	91282CKG5	UNITED STATES TREASURY	1,000,000.00	USD	03/31/2029	US GOV	Government	1,022,263.32
City of Escondido	**---**	**UNITED STATES TREASURY**	**112,910,000.00**	**USD**	**03/13/2027**	**US GOV**	**Government**	**111,094,057.21**

Industrial

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	00724PAF6	ADOBE INC	1,000,000.00	USD	04/04/2029	CORP	Industrial	1,055,960.00
City of Escondido	023135BR6	AMAZON.COM INC	500,000.00	USD	06/03/2027	CORP	Industrial	469,006.67
City of Escondido	023135CP9	AMAZON.COM INC	1,000,000.00	USD	12/01/2027	CORP	Industrial	1,035,606.67
City of Escondido	02665WDZ1	AMERICAN HONDA FINANCE CORP	1,000,000.00	USD	09/09/2026	CORP	Industrial	949,144.44
City of Escondido	037833BZ2	APPLE INC	1,000,000.00	USD	08/04/2026	CORP	Industrial	979,649.17
City of Escondido	037833EH9	APPLE INC	1,000,000.00	USD	08/05/2028	CORP	Industrial	919,287.78
City of Escondido	04636NAA1	ASTRAZENECA FINANCE LLC	700,000.00	USD	05/28/2026	CORP	Industrial	672,553.00
City of Escondido	05565EBK0	BMW US CAPITAL LLC	575,000.00	USD	04/09/2025	CORP	Industrial	583,442.92
City of Escondido	110122DN5	BRISTOL-MYERS SQUIBB CO	353,000.00	USD	11/13/2025	CORP	Industrial	3

Exposure - Market Sector

City of Escondido (299155)

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Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	110122DN5	BRISTOL-MYERS SQUIBB CO	250,000.00	USD	11/13/2025	CORP	Industrial	241,473.75
City of Escondido	14913R2U0	CATERPILLAR FINANCIAL SERVICES CORP	800,000.00	USD	01/08/2027	CORP	Industrial	764,879.56
City of Escondido	14913R3B1	CATERPILLAR FINANCIAL SERVICES CORP	500,000.00	USD	01/06/2026	CORP	Industrial	510,326.67
City of Escondido	166764BW9	CHEVRON CORP	425,000.00	USD	05/11/2025	CORP	Industrial	420,054.42
City of Escondido	191216CU2	COCA-COLA CO	1,500,000.00	USD	06/01/2027	CORP	Industrial	1,422,530.00
City of Escondido	24422EWA3	JOHN DEERE CAPITAL CORP	800,000.00	USD	01/11/2027	CORP	Industrial	763,446.22
City of Escondido	24422EWF2	JOHN DEERE CAPITAL CORP	500,000.00	USD	06/06/2025	CORP	Industrial	501,980.56
City of Escondido	369550BG2	GENERAL DYNAMICS CORP	700,000.00	USD	05/15/2025	CORP	Industrial	705,125.56
City of Escondido	437076CM2	HOME DEPOT INC	105,000.00	USD	04/15/2025	CORP	Industrial	105,180.60
City of Escondido	437076DC3	HOME DEPOT INC	1,000,000.00	USD	06/25/2029	CORP	Industrial	1,042,726.67
City of Escondido	438516CE4	HONEYWELL INTERNATIONAL INC	700,000.00	USD	03/01/2027	CORP	Industrial	656,149.67
City of Escondido	459200KM2	INTERNATIONAL BUSINESS MACHINES CORP	1,000,000.00	USD	02/09/2027	CORP	Industrial	960,667.78
City of Escondido	57636QAM6	MASTERCARD INC	1,000,000.00	USD	06/01/2029	CORP	Industrial	967,453.33
City of Escondido	70450YAG8	PAYPAL HOLDINGS INC	500,000.00	USD	06/01/2025	CORP	Industrial	493,390.00
City of Escondido	771196BT8	ROCHE HOLDINGS INC	1,295,000.00	USD	03/10/2025	CORP	Industrial	1,282,715.20
City of Escondido	87612EBM7	TARGET CORP	180,000.00	USD	01/15/2027	CORP	Industrial	173,616.60
City of Escondido	87612EBM7	TARGET CORP	650,000.00	USD	01/15/2027	CORP	Industrial	626,948.83
City of Escondido	89236TKC8	TOYOTA MOTOR CREDIT CORP	500,000.00	USD	06/30/2025	CORP	Industrial	503,682.36
City of Escondido	91324PEG3	UNITEDHEALTH GROUP INC	200,000.00	USD	05/15/2027	CORP	Industrial	201,799.56
City of Escondido	91324PEG3	UNITEDHEALTH GROUP INC	440,000.00	USD	05/15/2027	CORP	Industrial	443,959.02
City of Escondido	94106LBX6	WASTE MANAGEMENT INC	2,335,000.00	USD	07/03/2027	CORP	Industrial	2,425,224.40
City of Escondido	**---**	**---**	**22,508,000.00**	**USD**	**02/07/2027**	**CORP**	**Industrial**	**22,218,942.31**

Agency

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	3130AJKW8	FEDERAL HOME LOAN BANKS	1,000,000.00	USD	06/13/2025	AGCY BOND	Agency	975,980.00
City of Escondido	3130AWLY4	FEDERAL HOME LOAN BANKS	2,000,000.00	USD	06/13/2025	AGCY BOND	Agency	2,044,150.00
City of Escondido	3130AYNN2	FEDERAL HOME LOAN BANKS	2,000,000.00	USD	02/07/2028	AGCY BOND	Agency	2,020,450.00
City of Escondido	3133EMAC6	FEDERAL FARM CREDIT BANKS FUNDING CORP	1,000,000.00	USD	09/21/2027	AGCY BOND	Agency	914,378.33
City of Escondido	3134GWYS9	FEDERAL HOME LOAN MORTGAGE CORP	1,000,000.00	USD	10/15/2025	AGCY BOND	Agency	967,706.67
City of Escondido	3134GYE40	FEDERAL HOME LOAN MORTGAGE CORP	1,180,000.00	USD	01/26/2026	AGCY BOND	Agency	1,190,193.56
City of Escondido	3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION	2,000,000.00	USD	08/25/2025	AGCY BOND	Agency	1,935,970.00
City of Escondido	3135G05Y5	FEDERAL NATIONAL MORTGAGE ASSOCIATION	1,000,000.00	USD	10/08/2027	AGCY BOND	Agency	922,674.17
City of Escondido	3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION	360,000.00	USD	11/07/2025	AGCY BOND	Agency	347,144.40
City of Escondido	3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION	1,125,000.00	USD	11/07/2025	AGCY BOND	Agency	1,084,826.25
City of Escondido	3137EAEP0	FEDERAL HOME LOAN MORTGAGE CORP	790,000.00	USD	02/12/2025	AGCY BOND	Agency	782,851.82
City of Escondido	3137EAEX3	FEDERAL HOME LOAN MORTGAGE CORP	1,150,000.00	USD	09/23/2025	AGCY BOND	Agency	1,110,317.33
City of Escondido	**---**	**---**	**14,605,000.00**	**USD**	**04/07/2026**	**AGCY BOND**	**Agency**	**14,296,642.53**

Financial

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	025816CQ0	AMERICAN EXPRESS CO	350,000.00	USD	03/04/2025	CORP	Financial	346,954.13
City of Escondido	06406RBC0	BANK OF NEW YORK MELLON CORP	1,000,000.00	USD	04/25/2025	CORP	Financial	1,007,296.67
City of Escondido	17290ADP2	CITIGROUP INC	1,000,000.00	USD	04/20/2026	CORP	Financial	1,022,236.39
City of Escondido	17327CAN3	CITIGROUP INC	245,000.00	USD	01/25/2026	CORP	Financial	243,420.32
City of Escondido	38141GXS8	GOLDMAN SACHS GROUP INC	650,000.00	USD	02/12/2026	CORP	Financial	640,349.94
City of Escondido	38150AS97	GOLDMAN SACHS GROUP INC	1,000,000.00	USD	04/04/2025	CORP	Financial	1,026,381.67
City of Escondido	46647PBH8	JPMORGAN CHASE & CO	750,000.00	USD	03/13/2026	CORP	Financial	7

Exposure - Market Sector

City of Escondido (299155)

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Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	61747YEM3	MORGAN STANLEY	310,000.00	USD	02/18/2026	CORP	Financial	308,022.63
City of Escondido	63743HFE7	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	220,000.00	USD	06/15/2025	CORP	Financial	220,635.43
City of Escondido	665859AW4	NORTHERN TRUST CORP	670,000.00	USD	05/10/2027	CORP	Financial	681,441.37
City of Escondido	693475AY1	PNC FINANCIAL SERVICES GROUP INC	600,000.00	USD	11/01/2024	CORP	Financial	603,880.00
City of Escondido	**---**	**---**	**6,795,000.00**	**USD**	**11/05/2025**	**CORP**	**Financial**	**6,841,365.41**

Cash

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	X9USDBRD2	BLACKROCK FED TRST DOLR SHR FD 102	5,022,337.90	USD	09/30/2024	MMFUND	Cash	5,022,337.90
City of Escondido	**X9USDBRD2**	**BLACKROCK FED TRST DOLR SHR FD 102**	**5,022,337.90**	**USD**	**09/30/2024**	**MMFUND**	**Cash**	**5,022,337.90**

Municipal

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	20772KEW5	CONNECTICUT ST	630,000.00	USD	09/15/2025	MUNI	Municipal	628,150.04
City of Escondido	341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV	400,000.00	USD	07/01/2025	MUNI	Municipal	391,706.00
City of Escondido	341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV	155,000.00	USD	07/01/2025	MUNI	Municipal	151,786.08
City of Escondido	341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV	150,000.00	USD	07/01/2025	MUNI	Municipal	146,889.75
City of Escondido	54438CYK2	LOS ANGELES CALIF CMNTY COLLEGE DIST	410,000.00	USD	08/01/2025	MUNI	Municipal	398,847.32
City of Escondido	544647FC9	LOS ANGELES CALIF UNI SCH DIST	310,000.00	USD	07/01/2026	MUNI	Municipal	297,899.92
City of Escondido	60412AK85	MINNESOTA ST	275,000.00	USD	08/01/2025	MUNI	Municipal	267,525.50
City of Escondido	605581MZ7	MISSISSIPPI ST	120,000.00	USD	11/01/2024	MUNI	Municipal	119,867.30
City of Escondido	650036DT0	NEW YORK ST URBAN DEV CORP REV	945,000.00	USD	03/15/2025	MUNI	Municipal	929,479.95
City of Escondido	797412DM2	SAN DIEGO CNTY CALIF WTR AUTH WTR REV	480,000.00	USD	05/01/2025	MUNI	Municipal	471,247.60
City of Escondido	799408Z85	SAN RAMON VALLEY CALIF UNI SCH DIST	405,000.00	USD	08/01/2025	MUNI	Municipal	394,495.65
City of Escondido	91412HGE7	UNIVERSITY CALIF REVS	375,000.00	USD	05/15/2025	MUNI	Municipal	368,375.92
City of Escondido	**---**	**---**	**4,655,000.00**	**USD**	**07/04/2025**	**MUNI**	**Municipal**	**4,566,271.02**

Asset Backed

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	05602RAD3	BMWOT 2022-A A3	177,633.18	USD	08/25/2026	ABS	Asset Backed	176,529.14
City of Escondido	14041NFY2	COMET 2021-3 A	715,000.00	USD	11/15/2024	ABS	Asset Backed	711,970.49
City of Escondido	254683CS2	DCENT 2022-2 A	715,000.00	USD	05/15/2025	ABS	Asset Backed	710,253.58
City of Escondido	345286AC2	FORDO 2022-A A3	81,657.21	USD	06/15/2026	ABS	Asset Backed	80,745.13
City of Escondido	380146AC4	GMCAR 2022-1 A3	113,846.21	USD	11/16/2026	ABS	Asset Backed	112,357.20
City of Escondido	43815GAC3	HAROT 2021-4 A3	77,396.92	USD	01/21/2026	ABS	Asset Backed	76,406.63
City of Escondido	448977AD0	HART 2022-A A3	339,616.41	USD	10/15/2026	ABS	Asset Backed	336,205.50
City of Escondido	50117XAE2	KCOT 212 A3	66,532.98	USD	11/17/2025	ABS	Asset Backed	66,049.94
City of Escondido	98163KAC6	WOART 2021-D A3	103,813.79	USD	10/15/2026	ABS	Asset Backed	102,501.37
City of Escondido	**---**	**---**	**2,390,496.70**	**USD**	**09/21/2025**	**ABS**	**Asset Backed**	**2,373,018.98**

Mortgage Backed

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	3137BGK24	FHMS K-043 A2	593,278.10	USD	12/25/2024	FHLMC	Mortgage Backed	591,399.47
City of Escondido	**3137BGK24**	**FHMS K-043 A2**	**593,278.10**	**USD**	**12/25/2024**	**FHLMC**	**Mortgage Backed**	**5**

Exposure - Market Sector

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City of Escondido (299155)

Dated: 10/31/2024

Summary

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	**---**	**---**	**169,479,112.71**	**USD**	**11/25/2026**	**---**	**---**	**167,004,034.84**

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

Exposure - Issuer Concentration

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City of Escondido (299155)

Dated: 10/31/2024

Issuer Concentration

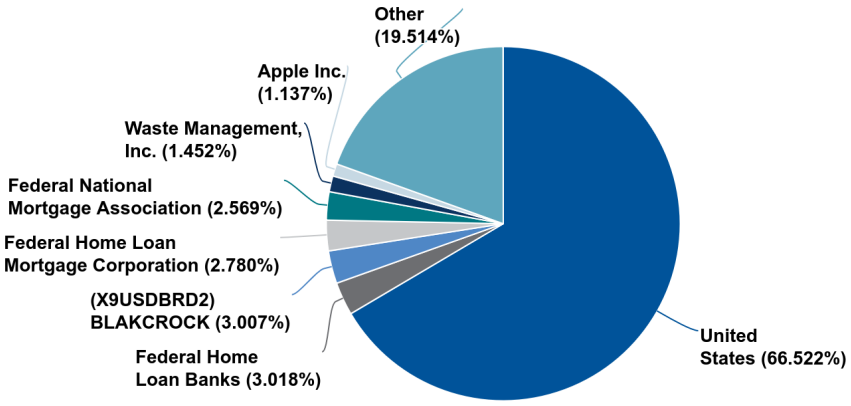

Chart calculated by: Ending Market Value + Accrued

United States

Account	*Identifier*	*Description*	*Ending Current Units*	*Currency*	*Final Maturity*	*Security Type*	*Issuer*	*Issuer Concentration*	*Ending Market Value + Accrued*
City of Escondido	9128282A7	UNITED STATES TREASURY	1,900,000.00	USD	08/15/2026	US GOV	United States Department of The Treasury	United States	1,829,349.95
City of Escondido	9128283J7	UNITED STATES TREASURY	1,480,000.00	USD	11/30/2024	US GOV	United States Department of The Treasury	United States	1,484,146.06
City of Escondido	9128283V0	UNITED STATES TREASURY	280,000.00	USD	01/31/2025	US GOV	United States Department of The Treasury	United States	279,300.55
City of Escondido	9128285M8	UNITED STATES TREASURY	4,000,000.00	USD	11/15/2028	US GOV	United States Department of The Treasury	United States	3,975,654.67
City of Escondido	9128286A3	UNITED STATES TREASURY	2,045,000.00	USD	01/31/2026	US GOV	United States Department of The Treasury	United States	2,023,041.92
City of Escondido	9128286B1	UNITED STATES TREASURY	3,000,000.00	USD	02/15/2029	US GOV	United States Department of The Treasury	United States	2,892,997.74
City of Escondido	912828V98	UNITED STATES TREASURY	1,160,000.00	USD	02/15/2027	US GOV	United States Department of The Treasury	United States	1,127,315.42
City of Escondido	912828XZ8	UNITED STATES TREASURY	1,500,000.00	USD	06/30/2025	US GOV	United States Department of The Treasury	United States	1,495,979.59
City of Escondido	912828Y95	UNITED STATES TREASURY	2,000,000.00	USD	07/31/2026	US GOV	United States Department of The Treasury	United States	1,942,577.93
City of Escondido	912828YM6	UNITED STATES TREASURY	635,000.00	USD	10/31/2024	US GOV	United States Department of The Treasury	United States	637,227.06
City of Escondido	912828ZL7	UNITED STATES TREASURY	3,375,000.00	USD	04/30/2025	US GOV	United States Department of The Treasury	United States	3,304,561.37
City of Escondido	912828ZT0	UNITED STATES TREASURY	2,000,000.00	USD	05/31/2025	US GOV	United States Department of The Treasury	United States	1,950,020.33
City of Escondido	912828ZV5	UNITED STATES TREASURY	3,000,000.00	USD	06/30/2027	US GOV	United States Department of The Treasury	United States	2,762,980.76
City of Escondido	91282CAB7	UNITED STATES TREASURY	2,380,000.00	USD	07/31/2025	US GOV	United States Department of The Treasury	United States	2,307,246.25
City of Escondido	91282CAD3	UNITED STATES TREASURY	2,000,000.00	USD	07/31/2027	US GOV	United States Department of The Treasury	United States	1,829,783.59
City of Escondido	91282CAM3	UNITED STATES TREASURY	620,000.00	USD	09/30/2025	US GOV	United States Department of The Treasury	United States	597,609.86
City of Escondido	91282CAY7	UNITED STATES TREASURY	2,000,000.00	USD	11/30/2027	US GOV	United States Department of The Treasury	United States	1,828,180.82
City of Escondido	91282CBC4	UNITED STATES TREASURY	1,200,000.00	USD	12/31/2025	US GOV	United States Department of The Treasury	United States	1,150,797.23
City of Escondido	91282CBH3	UNITED STATES TREASURY	645,000.00	USD	01/31/2026	US GOV	United States Department of The Treasury	United States	616,859.81
City of Escondido	91282CBH3	UNITED STATES TREASURY	1,280,000.00	USD	01/31/2026	US GOV	United States Department of The Treasury	United States	1,224,155.90
City of Escondido	91282CBH3	UNITED STATES TREASURY	1,000,000.00	USD	01/31/2026	US GOV	United States Department of The Treasury	United States	956,371.79
City of Escondido	91282CBH3	UNITED STATES TREASURY	800,000.00	USD	01/31/2026	US GOV	United States Department of The Treasury	United States	765,097.43
City of Escondido	91282CBH3	UNITED STATES TREASURY	1,600,000.00	USD	01/31/2026	US GOV	United States Department of The Treasury	United States	1,5

Exposure - Issuer Concentration

City of Escondido (299155)

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Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	91282CBJ9	UNITED STATES TREASURY	1,000,000.00	USD	01/31/2028	US GOV	United States Department of The Treasury	United States	912,713.59
City of Escondido	91282CBQ3	UNITED STATES TREASURY	400,000.00	USD	02/28/2026	US GOV	United States Department of The Treasury	United States	382,219.27
City of Escondido	91282CBQ3	UNITED STATES TREASURY	3,000,000.00	USD	02/28/2026	US GOV	United States Department of The Treasury	United States	2,866,644.53
City of Escondido	91282CBT7	UNITED STATES TREASURY	2,000,000.00	USD	03/31/2026	US GOV	United States Department of The Treasury	United States	1,913,001.21
City of Escondido	91282CCF6	UNITED STATES TREASURY	1,680,000.00	USD	05/31/2026	US GOV	United States Department of The Treasury	United States	1,604,300.03
City of Escondido	91282CCF6	UNITED STATES TREASURY	2,400,000.00	USD	05/31/2026	US GOV	United States Department of The Treasury	United States	2,291,857.18
City of Escondido	91282CCJ8	UNITED STATES TREASURY	2,050,000.00	USD	06/30/2026	US GOV	United States Department of The Treasury	United States	1,957,404.12
City of Escondido	91282CCJ8	UNITED STATES TREASURY	360,000.00	USD	06/30/2026	US GOV	United States Department of The Treasury	United States	343,739.26
City of Escondido	91282CDG3	UNITED STATES TREASURY	500,000.00	USD	10/31/2026	US GOV	United States Department of The Treasury	United States	477,218.94
City of Escondido	91282CDG3	UNITED STATES TREASURY	5,000,000.00	USD	10/31/2026	US GOV	United States Department of The Treasury	United States	4,772,189.40
City of Escondido	91282CDG3	UNITED STATES TREASURY	400,000.00	USD	10/31/2026	US GOV	United States Department of The Treasury	United States	381,775.15
City of Escondido	91282CDG3	UNITED STATES TREASURY	1,000,000.00	USD	10/31/2026	US GOV	United States Department of The Treasury	United States	954,437.88
City of Escondido	91282CDH1	UNITED STATES TREASURY	5,000,000.00	USD	11/15/2024	US GOV	United States Department of The Treasury	United States	4,989,164.40
City of Escondido	91282CDZ1	UNITED STATES TREASURY	1,175,000.00	USD	02/15/2025	US GOV	United States Department of The Treasury	United States	1,164,267.27
City of Escondido	91282CEN7	UNITED STATES TREASURY	2,000,000.00	USD	04/30/2027	US GOV	United States Department of The Treasury	United States	1,981,376.30
City of Escondido	91282CES6	UNITED STATES TREASURY	3,000,000.00	USD	05/31/2029	US GOV	United States Department of The Treasury	United States	2,918,615.41
City of Escondido	91282CEU1	UNITED STATES TREASURY	2,045,000.00	USD	06/15/2025	US GOV	United States Department of The Treasury	United States	2,043,841.73
City of Escondido	91282CEV9	UNITED STATES TREASURY	2,000,000.00	USD	06/30/2029	US GOV	United States Department of The Treasury	United States	1,986,266.63
City of Escondido	91282CFB2	UNITED STATES TREASURY	1,000,000.00	USD	07/31/2027	US GOV	United States Department of The Treasury	United States	982,053.15
City of Escondido	91282CFB2	UNITED STATES TREASURY	1,000,000.00	USD	07/31/2027	US GOV	United States Department of The Treasury	United States	982,053.15
City of Escondido	91282CFH9	UNITED STATES TREASURY	1,000,000.00	USD	08/31/2027	US GOV	United States Department of The Treasury	United States	989,906.10
City of Escondido	91282CFU0	UNITED STATES TREASURY	2,000,000.00	USD	10/31/2027	US GOV	United States Department of The Treasury	United States	2,065,544.46
City of Escondido	91282CFU0	UNITED STATES TREASURY	1,000,000.00	USD	10/31/2027	US GOV	United States Department of The Treasury	United States	1,032,772.23
City of Escondido	91282CGC9	UNITED STATES TREASURY	4,000,000.00	USD	12/31/2027	US GOV	United States Department of The Treasury	United States	4,075,891.20
City of Escondido	91282CGP0	UNITED STATES TREASURY	1,000,000.00	USD	02/29/2028	US GOV	United States Department of The Treasury	United States	1,016,625.41
City of Escondido	91282CGP0	UNITED STATES TREASURY	2,000,000.00	USD	02/29/2028	US GOV	United States Department of The Treasury	United States	2,033,250.83
City of Escondido	91282CGT2	UNITED STATES TREASURY	5,000,000.00	USD	03/31/2028	US GOV	United States Department of The Treasury	United States	5,008,297.94
City of Escondido	91282CHA2	UNITED STATES TREASURY	1,000,000.00	USD	04/30/2028	US GOV	United States Department of The Treasury	United States	1,011,716.74
City of Escondido	91282CHA2	UNITED STATES TREASURY	2,000,000.00	USD	04/30/2028	US GOV	United States Department of The Treasury	United States	2,023,433.48
City of Escondido	91282CHE4	UNITED STATES TREASURY	2,000,000.00	USD	05/31/2028	US GOV	United States Department of The Treasury	United States	2,026,624.75
City of Escondido	91282CHH7	UNITED STATES TREASURY	1,000,000.00	USD	06/15/2026	US GOV	United States Department of The Treasury	United States	1,018,852.13
City of Escondido	91282CHK0	UNITED STATES TREASURY	2,000,000.00	USD	06/30/2028	US GOV	United States Department of The Treasury	United States	2,049,277.39
City of Escondido	91282CHK0	UNITED STATES TREASURY	3,000,000.00	USD	06/30/2028	US GOV	United States Department of The Treasury	United States	3,073,916.09
City of Escondido	91282CHQ7	UNITED STATES TREASURY	3,000,000.00	USD	07/31/2028	US GOV	United States Department of The Treasury	United States	3,077,699.18
City of Escondido	91282CHU8	UNITED STATES TREASURY	2,000,000.00	USD	08/15/2026	US GOV	United States Department of The Treasury	United States	2,035,935.27
City of Escondido	91282CJA0	UNITED STATES TREASURY	3,000,000.00	USD	09/30/2028	US GOV	United States Department of The Treasury	United States	3,115,461.18
City of Escondido	91282CKG5	UNITED STATES TREASURY	1,000,000.00	USD	03/31/2029	US GOV	United States Department of The Treasury	United States	1,022,263.32
City of Escondido	**---**	**UNITED STATES TREASURY**	**112,910,000.00**	**USD**	**03/13/2027**	**US GOV**	**United States Department of The Treasury**	**United States**	**111,094,057.21**

Federal Home Loan Banks

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	3130AJKW8	FEDERAL HOME LOAN BANKS	1,000,000.00	USD	06/13/2025	AGCY BOND	Federal Home Loan Banks	Federal Home Loan Banks	975,980.00
City of Escondido	3130AWLY4	FEDERAL HOME LOAN BANKS	2,000,000.00	USD	06/13/2025	AGCY BOND	Federal Home Loan Banks	Federal Home Loan Banks	2,044,150.00
City of Escondido	3130AYNN2	FEDERAL HOME LOAN BANKS	2,000,000.00	USD	02/07/2028	AGCY BOND	Federal Home Loan Banks	Federal Home Loan Banks	2,020,450.00
City of Escondido	**---**	**FEDERAL HOME LOAN BANKS**	**5,000,000.00**	**USD**	**07/06/2026**	**AGCY BOND**	**Federal Home Loan Banks**	**Federal Home Loan Banks**	**5,040,580.00**

Exposure - Issuer Concentration

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City of Escondido (299155)

Dated: 10/31/2024

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	X9USDBRD2	BLACKROCK FED TRST DOLR SHR FD 102	5,022,337.90	USD	09/30/2024	MMFUND	BLAKCROCK	(X9USDBRD2) BLAKCROCK	5,022,337.90
City of Escondido	**X9USDBRD2**	**BLACKROCK FED TRST DOLR SHR FD 102**	**5,022,337.90**	**USD**	**09/30/2024**	**MMFUND**	**BLAKCROCK**	**(X9USDBRD2) BLAKCROCK**	**5,022,337.90**

Federal Home Loan Mortgage Corporation

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	3134GWYS9	FEDERAL HOME LOAN MORTGAGE CORP	1,000,000.00	USD	10/15/2025	AGCY BOND	Federal Home Loan Mortgage Corporation	Federal Home Loan Mortgage Corporation	967,706.67
City of Escondido	3134GYE40	FEDERAL HOME LOAN MORTGAGE CORP	1,180,000.00	USD	01/26/2026	AGCY BOND	Federal Home Loan Mortgage Corporation	Federal Home Loan Mortgage Corporation	1,190,193.56
City of Escondido	3137BGK24	FHMS K-043 A2	593,278.10	USD	12/25/2024	FHLMC	Federal Home Loan Mortgage Corporation	Federal Home Loan Mortgage Corporation	591,399.47
City of Escondido	3137EAEP0	FEDERAL HOME LOAN MORTGAGE CORP	790,000.00	USD	02/12/2025	AGCY BOND	Federal Home Loan Mortgage Corporation	Federal Home Loan Mortgage Corporation	782,851.82
City of Escondido	3137EAEX3	FEDERAL HOME LOAN MORTGAGE CORP	1,150,000.00	USD	09/23/2025	AGCY BOND	Federal Home Loan Mortgage Corporation	Federal Home Loan Mortgage Corporation	1,110,317.33
City of Escondido	**---**	**---**	**4,713,278.10**	**USD**	**08/18/2025**	**---**	**Federal Home Loan Mortgage Corporation**	**Federal Home Loan Mortgage Corporation**	**4,642,468.84**

Federal National Mortgage Association

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION	2,000,000.00	USD	08/25/2025	AGCY BOND	Federal National Mortgage Association	Federal National Mortgage Association	1,935,970.00
City of Escondido	3135G05Y5	FEDERAL NATIONAL MORTGAGE ASSOCIATION	1,000,000.00	USD	10/08/2027	AGCY BOND	Federal National Mortgage Association	Federal National Mortgage Association	922,674.17
City of Escondido	3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION	360,000.00	USD	11/07/2025	AGCY BOND	Federal National Mortgage Association	Federal National Mortgage Association	347,144.40
City of Escondido	3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION	1,125,000.00	USD	11/07/2025	AGCY BOND	Federal National Mortgage Association	Federal National Mortgage Association	1,084,826.25
City of Escondido	**---**	**FEDERAL NATIONAL MORTGAGE ASSOCIATION**	**4,485,000.00**	**USD**	**03/04/2026**	**AGCY BOND**	**Federal National Mortgage Association**	**Federal National Mortgage Association**	**4,290,614.82**

Waste Management, Inc.

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	94106LBX6	WASTE MANAGEMENT INC	2,335,000.00	USD	07/03/2027	CORP	Waste Management, Inc.	Waste Management, Inc.	2,425,224.40
City of Escondido	**94106LBX6**	**WASTE MANAGEMENT INC**	**2,335,000.00**	**USD**	**07/03/2027**	**CORP**	**Waste Management, Inc.**	**Waste Management, Inc.**	**2,425,224.40**

Apple Inc.

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	037833BZ2	APPLE INC	1,000,000.00	USD	08/04/2026	CORP	Apple Inc.	Apple Inc.	979,649.17
City of Escondido	037833EH9	APPLE INC	1,000,000.00	USD	08/05/2028	CORP	Apple Inc.	Apple Inc.	919,287.78
City of Escondido	**---**	**APPLE INC**	**2,000,000.00**	**USD**	**07/24/2027**	**CORP**	**Apple Inc.**	**Apple Inc.**	**1,898,936.94**

The Goldman Sachs Group, Inc.

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	38141GXS8	GOLDMAN SACHS GROUP INC	650,000.00	USD	02/12/2026	CORP	The Goldman Sachs Group, Inc.	The Goldman Sachs Group, Inc.	640,349.94
City of Escondido	38150AS97	GOLDMAN SACHS GROUP INC	1,000,000.00	USD	04/04/2025	CORP	The Goldman Sachs Group, Inc.	The Goldman Sachs Group, Inc.	1,0

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City of Escondido (299155)

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Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	**---**	**GOLDMAN SACHS GROUP INC**	**1,650,000.00**	**USD**	**08/03/2025**	**CORP**	**The Goldman Sachs Group, Inc.**	**The Goldman Sachs Group, Inc.**	**1,666,731.60**

Amazon.com, Inc.

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	023135BR6	AMAZON.COM INC	500,000.00	USD	06/03/2027	CORP	Amazon.com, Inc.	Amazon.com, Inc.	469,006.67
City of Escondido	023135CP9	AMAZON.COM INC	1,000,000.00	USD	12/01/2027	CORP	Amazon.com, Inc.	Amazon.com, Inc.	1,035,606.67
City of Escondido	**---**	**AMAZON.COM INC**	**1,500,000.00**	**USD**	**10/06/2027**	**CORP**	**Amazon.com, Inc.**	**Amazon.com, Inc.**	**1,504,613.33**

The Coca-Cola Company

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	191216CU2	COCA-COLA CO	1,500,000.00	USD	06/01/2027	CORP	The Coca-Cola Company	The Coca-Cola Company	1,422,530.00
City of Escondido	**191216CU2**	**COCA-COLA CO**	**1,500,000.00**	**USD**	**06/01/2027**	**CORP**	**The Coca-Cola Company**	**The Coca-Cola Company**	**1,422,530.00**

Roche Holding AG

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	771196BT8	ROCHE HOLDINGS INC	1,295,000.00	USD	03/10/2025	CORP	Roche Holdings, Inc.	Roche Holding AG	1,282,715.20
City of Escondido	**771196BT8**	**ROCHE HOLDINGS INC**	**1,295,000.00**	**USD**	**03/10/2025**	**CORP**	**Roche Holdings, Inc.**	**Roche Holding AG**	**1,282,715.20**

Caterpillar Inc.

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	14913R2U0	CATERPILLAR FINANCIAL SERVICES CORP	800,000.00	USD	01/08/2027	CORP	Caterpillar Financial Services Corporation	Caterpillar Inc.	764,879.56
City of Escondido	14913R3B1	CATERPILLAR FINANCIAL SERVICES CORP	500,000.00	USD	01/06/2026	CORP	Caterpillar Financial Services Corporation	Caterpillar Inc.	510,326.67
City of Escondido	**---**	**CATERPILLAR FINANCIAL SERVICES CORP**	**1,300,000.00**	**USD**	**08/14/2026**	**CORP**	**Caterpillar Financial Services Corporation**	**Caterpillar Inc.**	**1,275,206.22**

Citigroup Inc.

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	17290ADP2	CITIGROUP INC	1,000,000.00	USD	04/20/2026	CORP	Citigroup Inc.	Citigroup Inc.	1,022,236.39
City of Escondido	17327CAN3	CITIGROUP INC	245,000.00	USD	01/25/2026	CORP	Citigroup Inc.	Citigroup Inc.	243,420.32
City of Escondido	**---**	**CITIGROUP INC**	**1,245,000.00**	**USD**	**04/04/2026**	**CORP**	**Citigroup Inc.**	**Citigroup Inc.**	**1,265,656.71**

Deere & Company

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	24422EWA3	JOHN DEERE CAPITAL CORP	800,000.00	USD	01/11/2027	CORP	John Deere Capital Corporation	Deere & Company	763,446.22
City of Escondido	24422EWF2	JOHN DEERE CAPITAL CORP	500,000.00	USD	06/06/2025	CORP	John Deere Capital Corporation	Deere & Company	501,980.56
City of Escondido	**---**	**JOHN DEERE CAPITAL CORP**	**1,300,000.00**	**USD**	**05/24/2026**	**CORP**	**John Deere Capital Corporation**	**Deere & Company**	**1,265,426.78**

The Home Depot, Inc.

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Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	437076CM2	HOME DEPOT INC	105,000.00	USD	04/15/2025	CORP	The Home Depot, Inc.	The Home Depot, Inc.	105,180.60
City of Escondido	437076DC3	HOME DEPOT INC	1,000,000.00	USD	06/25/2029	CORP	The Home Depot, Inc.	The Home Depot, Inc.	1,042,726.67
City of Escondido	**---**	**HOME DEPOT INC**	**1,105,000.00**	**USD**	**02/05/2029**	**CORP**	**The Home Depot, Inc.**	**The Home Depot, Inc.**	**1,147,907.27**

Adobe Inc.

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	00724PAF6	ADOBE INC	1,000,000.00	USD	04/04/2029	CORP	Adobe Inc.	Adobe Inc.	1,055,960.00
City of Escondido	**00724PAF6**	**ADOBE INC**	**1,000,000.00**	**USD**	**04/04/2029**	**CORP**	**Adobe Inc.**	**Adobe Inc.**	**1,055,960.00**

The Bank of New York Mellon Corporation

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	06406RBC0	BANK OF NEW YORK MELLON CORP	1,000,000.00	USD	04/25/2025	CORP	The Bank of New York Mellon Corporation	The Bank of New York Mellon Corporation	1,007,296.67
City of Escondido	**06406RBC0**	**BANK OF NEW YORK MELLON CORP**	**1,000,000.00**	**USD**	**04/25/2025**	**CORP**	**The Bank of New York Mellon Corporation**	**The Bank of New York Mellon Corporation**	**1,007,296.67**

Mastercard Incorporated

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	57636QAM6	MASTERCARD INC	1,000,000.00	USD	06/01/2029	CORP	Mastercard Incorporated	Mastercard Incorporated	967,453.33
City of Escondido	**57636QAM6**	**MASTERCARD INC**	**1,000,000.00**	**USD**	**06/01/2029**	**CORP**	**Mastercard Incorporated**	**Mastercard Incorporated**	**967,453.33**

International Business Machines Corporation

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	459200KM2	INTERNATIONAL BUSINESS MACHINES CORP	1,000,000.00	USD	02/09/2027	CORP	International Business Machines Corporation	International Business Machines Corporation	960,667.78
City of Escondido	**459200KM2**	**INTERNATIONAL BUSINESS MACHINES CORP**	**1,000,000.00**	**USD**	**02/09/2027**	**CORP**	**International Business Machines Corporation**	**International Business Machines Corporation**	**960,667.78**

Honda Motor Co., Ltd.

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	02665WDZ1	AMERICAN HONDA FINANCE CORP	1,000,000.00	USD	09/09/2026	CORP	American Honda Finance Corporation	Honda Motor Co., Ltd.	949,144.44
City of Escondido	**02665WDZ1**	**AMERICAN HONDA FINANCE CORP**	**1,000,000.00**	**USD**	**09/09/2026**	**CORP**	**American Honda Finance Corporation**	**Honda Motor Co., Ltd.**	**949,144.44**

The New York State Urban Development Corporation

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	650036DT0	NEW YORK ST URBAN DEV CORP REV	945,000.00	USD	03/15/2025	MUNI	The New York State Urban Development Corporation	The New York State Urban Development Corporation	929,479.95
City of Escondido	**650036DT0**	**NEW YORK ST URBAN DEV CORP REV**	**945,000.00**	**USD**	**03/15/2025**	**MUNI**	**The New York State Urban Development Corporation**	**The New York State Urban Development Corporation**	**929,479.95**

Farm Credit System

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Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	3133EMAC6	FEDERAL FARM CREDIT BANKS FUNDING CORP	1,000,000.00	USD	09/21/2027	AGCY BOND	Federal Farm Credit Banks Funding Corporation	Farm Credit System	914,378.33
City of Escondido	**3133EMAC6**	**FEDERAL FARM CREDIT BANKS FUNDING CORP**	**1,000,000.00**	**USD**	**09/21/2027**	**AGCY BOND**	**Federal Farm Credit Banks Funding Corporation**	**Farm Credit System**	**914,378.33**

Target Corporation

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	87612EBM7	TARGET CORP	180,000.00	USD	01/15/2027	CORP	Target Corporation	Target Corporation	173,616.60
City of Escondido	87612EBM7	TARGET CORP	650,000.00	USD	01/15/2027	CORP	Target Corporation	Target Corporation	626,948.83
City of Escondido	**87612EBM7**	**TARGET CORP**	**830,000.00**	**USD**	**01/15/2027**	**CORP**	**Target Corporation**	**Target Corporation**	**800,565.43**

JPMorgan Chase & Co.

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	46647PBH8	JPMORGAN CHASE & CO	750,000.00	USD	03/13/2026	CORP	JPMorgan Chase & Co.	JPMorgan Chase & Co.	740,746.88
City of Escondido	**46647PBH8**	**JPMORGAN CHASE & CO**	**750,000.00**	**USD**	**03/13/2026**	**CORP**	**JPMorgan Chase & Co.**	**JPMorgan Chase & Co.**	**740,746.88**

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

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	14041NFY2	COMET 2021-3 A	715,000.00	USD	11/15/2024	ABS	Capital One Multi-Asset Execution Trust, Series 2021-3	Capital One Multi-Asset Execution Trust, Series 2021-3	711,970.49
City of Escondido	**14041NFY2**	**COMET 2021-3 A**	**715,000.00**	**USD**	**11/15/2024**	**ABS**	**Capital One Multi-Asset Execution Trust, Series 2021-3**	**Capital One Multi-Asset Execution Trust, Series 2021-3**	**711,970.49**

Discover Card Execution Note Trust, Series 2022-2

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	254683CS2	DCENT 2022-2 A	715,000.00	USD	05/15/2025	ABS	Discover Card Execution Note Trust, Series 2022-2	Discover Card Execution Note Trust, Series 2022-2	710,253.58
City of Escondido	**254683CS2**	**DCENT 2022-2 A**	**715,000.00**	**USD**	**05/15/2025**	**ABS**	**Discover Card Execution Note Trust, Series 2022-2**	**Discover Card Execution Note Trust, Series 2022-2**	**710,253.58**

General Dynamics Corporation

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	369550BG2	GENERAL DYNAMICS CORP	700,000.00	USD	05/15/2025	CORP	General Dynamics Corporation	General Dynamics Corporation	705,125.56
City of Escondido	**369550BG2**	**GENERAL DYNAMICS CORP**	**700,000.00**	**USD**	**05/15/2025**	**CORP**	**General Dynamics Corporation**	**General Dynamics Corporation**	**705,125.56**

Florida Hurricane Catastrophe Fund Finance Corporation

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV	400,000.00	USD	07/01/2025	MUNI	Florida Hurricane Catastrophe Fund Finance Corporation	Florida Hurricane Catastrophe Fund Finance Corporation	391,706.00
City of Escondido	341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV	155,000.00	USD	07/01/2025	MUNI	Florida Hurricane Catastrophe Fund Finance Corporation	Florida Hurricane Catastrophe Fund Finance Corporation	151,786.08
City of Escondido	341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV	150,000.00	USD	07/01/2025	MUNI	Florida Hurricane Catastrophe Fund Finance Corporation	Florida Hurricane Catastrophe Fund Finance Corporation	146,889.75
City of Escondido	**341271AD6**	**FLORIDA ST BRD ADMIN FIN CORP REV**	**705,000.00**	**USD**	**07/01/2025**	**MUNI**	**Florida Hurricane Catastrophe Fund Finance Corporation**	**Florida Hurricane Catastrophe Fund Finance Corporation**	**6**

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Northern Trust Corporation

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	665859AW4	NORTHERN TRUST CORP	670,000.00	USD	05/10/2027	CORP	Northern Trust Corporation	Northern Trust Corporation	681,441.37
City of Escondido	**665859AW4**	**NORTHERN TRUST CORP**	**670,000.00**	**USD**	**05/10/2027**	**CORP**	**Northern Trust Corporation**	**Northern Trust Corporation**	**681,441.37**

AstraZeneca PLC

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	04636NAA1	ASTRAZENECA FINANCE LLC	700,000.00	USD	05/28/2026	CORP	AstraZeneca Finance LLC	AstraZeneca PLC	672,553.00
City of Escondido	**04636NAA1**	**ASTRAZENECA FINANCE LLC**	**700,000.00**	**USD**	**05/28/2026**	**CORP**	**AstraZeneca Finance LLC**	**AstraZeneca PLC**	**672,553.00**

Honeywell International Inc.

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	438516CE4	HONEYWELL INTERNATIONAL INC	700,000.00	USD	03/01/2027	CORP	Honeywell International Inc.	Honeywell International Inc.	656,149.67
City of Escondido	**438516CE4**	**HONEYWELL INTERNATIONAL INC**	**700,000.00**	**USD**	**03/01/2027**	**CORP**	**Honeywell International Inc.**	**Honeywell International Inc.**	**656,149.67**

UnitedHealth Group Incorporated

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	91324PEG3	UNITEDHEALTH GROUP INC	200,000.00	USD	05/15/2027	CORP	UnitedHealth Group Incorporated	UnitedHealth Group Incorporated	201,799.56
City of Escondido	91324PEG3	UNITEDHEALTH GROUP INC	440,000.00	USD	05/15/2027	CORP	UnitedHealth Group Incorporated	UnitedHealth Group Incorporated	443,959.02
City of Escondido	**91324PEG3**	**UNITEDHEALTH GROUP INC**	**640,000.00**	**USD**	**05/15/2027**	**CORP**	**UnitedHealth Group Incorporated**	**UnitedHealth Group Incorporated**	**645,758.58**

State of Connecticut

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	20772KEW5	CONNECTICUT ST	630,000.00	USD	09/15/2025	MUNI	State of Connecticut	State of Connecticut	628,150.04
City of Escondido	**20772KEW5**	**CONNECTICUT ST**	**630,000.00**	**USD**	**09/15/2025**	**MUNI**	**State of Connecticut**	**State of Connecticut**	**628,150.04**

The PNC Financial Services Group, Inc.

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	693475AY1	PNC FINANCIAL SERVICES GROUP INC	600,000.00	USD	11/01/2024	CORP	The PNC Financial Services Group, Inc.	The PNC Financial Services Group, Inc.	603,880.00
City of Escondido	**693475AY1**	**PNC FINANCIAL SERVICES GROUP INC**	**600,000.00**	**USD**	**11/01/2024**	**CORP**	**The PNC Financial Services Group, Inc.**	**The PNC Financial Services Group, Inc.**	**603,880.00**

Bayerische Motoren Werke Aktiengesellschaft

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	05565EBK0	BMW US CAPITAL LLC	575,000.00	USD	04/09/2025	CORP	BMW US Capital, LLC	Bayerische Motoren Werke Aktiengesellschaft	583,442.92
City of Escondido	**05565EBK0**	**BMW US CAPITAL LLC**	**575,000.00**	**USD**	**04/09/2025**	**CORP**	**BMW US Capital, LLC**	**Bayerische Motoren Werke Aktiengesellschaft**	**583,442.92**

Bristol-Myers Squibb Company

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	110122DN5	BRISTOL-MYERS SQUIBB CO	353,000.00	USD	11/13/2025	CORP	Bristol-Myers Squibb Company	Bristol-Myers Squibb Company	3

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Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	110122DN5	BRISTOL-MYERS SQUIBB CO	250,000.00	USD	11/13/2025	CORP	Bristol-Myers Squibb Company	Bristol-Myers Squibb Company	241,473.75
City of Escondido	**110122DN5**	**BRISTOL-MYERS SQUIBB CO**	**603,000.00**	**USD**	**11/13/2025**	**CORP**	**Bristol-Myers Squibb Company**	**Bristol-Myers Squibb Company**	**582,434.69**

Toyota Motor Corporation

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	89236TKC8	TOYOTA MOTOR CREDIT CORP	500,000.00	USD	06/30/2025	CORP	Toyota Motor Credit Corporation	Toyota Motor Corporation	503,682.36
City of Escondido	**89236TKC8**	**TOYOTA MOTOR CREDIT CORP**	**500,000.00**	**USD**	**06/30/2025**	**CORP**	**Toyota Motor Credit Corporation**	**Toyota Motor Corporation**	**503,682.36**

PayPal Holdings, Inc.

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	70450YAG8	PAYPAL HOLDINGS INC	500,000.00	USD	06/01/2025	CORP	PayPal Holdings, Inc.	PayPal Holdings, Inc.	493,390.00
City of Escondido	**70450YAG8**	**PAYPAL HOLDINGS INC**	**500,000.00**	**USD**	**06/01/2025**	**CORP**	**PayPal Holdings, Inc.**	**PayPal Holdings, Inc.**	**493,390.00**

State of California

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	797412DM2	SAN DIEGO CNTY CALIF WTR AUTH WTR REV	480,000.00	USD	05/01/2025	MUNI	San Diego County Water Authority	State of California	471,247.60
City of Escondido	**797412DM2**	**SAN DIEGO CNTY CALIF WTR AUTH WTR REV**	**480,000.00**	**USD**	**05/01/2025**	**MUNI**	**San Diego County Water Authority**	**State of California**	**471,247.60**

Chevron Corporation

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	166764BW9	CHEVRON CORP	425,000.00	USD	05/11/2025	CORP	Chevron Corporation	Chevron Corporation	420,054.42
City of Escondido	**166764BW9**	**CHEVRON CORP**	**425,000.00**	**USD**	**05/11/2025**	**CORP**	**Chevron Corporation**	**Chevron Corporation**	**420,054.42**

Los Angeles Community College District

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	54438CYK2	LOS ANGELES CALIF CMNTY COLLEGE DIST	410,000.00	USD	08/01/2025	MUNI	Los Angeles Community College District	Los Angeles Community College District	398,847.32
City of Escondido	**54438CYK2**	**LOS ANGELES CALIF CMNTY COLLEGE DIST**	**410,000.00**	**USD**	**08/01/2025**	**MUNI**	**Los Angeles Community College District**	**Los Angeles Community College District**	**398,847.32**

San Ramon Valley Unified School District

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	799408Z85	SAN RAMON VALLEY CALIF UNI SCH DIST	405,000.00	USD	08/01/2025	MUNI	San Ramon Valley Unified School District	San Ramon Valley Unified School District	394,495.65
City of Escondido	**799408Z85**	**SAN RAMON VALLEY CALIF UNI SCH DIST**	**405,000.00**	**USD**	**08/01/2025**	**MUNI**	**San Ramon Valley Unified School District**	**San Ramon Valley Unified School District**	**394,495.65**

University of California

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	91412HGE7	UNIVERSITY CALIF REVS	375,000.00	USD	05/15/2025	MUNI	University of California	University of California	3

Exposure - Issuer Concentration

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	**91412HGE7**	**UNIVERSITY CALIF REVS**	**375,000.00**	**USD**	**05/15/2025**	**MUNI**	**University of California**	**University of California**	**368,375.92**

American Express Company

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	025816CQ0	AMERICAN EXPRESS CO	350,000.00	USD	03/04/2025	CORP	American Express Company	American Express Company	346,954.13
City of Escondido	**025816CQ0**	**AMERICAN EXPRESS CO**	**350,000.00**	**USD**	**03/04/2025**	**CORP**	**American Express Company**	**American Express Company**	**346,954.13**

Hyundai Auto Receivables Trust 2022-A

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	448977AD0	HART 2022-A A3	339,616.41	USD	10/15/2026	ABS	Hyundai Auto Receivables Trust 2022-A	Hyundai Auto Receivables Trust 2022-A	336,205.50
City of Escondido	**448977AD0**	**HART 2022-A A3**	**339,616.41**	**USD**	**10/15/2026**	**ABS**	**Hyundai Auto Receivables Trust 2022-A**	**Hyundai Auto Receivables Trust 2022-A**	**336,205.50**

Morgan Stanley

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	61747YEM3	MORGAN STANLEY	310,000.00	USD	02/18/2026	CORP	Morgan Stanley	Morgan Stanley	308,022.63
City of Escondido	**61747YEM3**	**MORGAN STANLEY**	**310,000.00**	**USD**	**02/18/2026**	**CORP**	**Morgan Stanley**	**Morgan Stanley**	**308,022.63**

County of Los Angeles, California

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	544647FC9	LOS ANGELES CALIF UNI SCH DIST	310,000.00	USD	07/01/2026	MUNI	Los Angeles Unified School District	County of Los Angeles, California	297,899.92
City of Escondido	**544647FC9**	**LOS ANGELES CALIF UNI SCH DIST**	**310,000.00**	**USD**	**07/01/2026**	**MUNI**	**Los Angeles Unified School District**	**County of Los Angeles, California**	**297,899.92**

State Of Minnesota

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	60412AK85	MINNESOTA ST	275,000.00	USD	08/01/2025	MUNI	State Of Minnesota	State Of Minnesota	267,525.50
City of Escondido	**60412AK85**	**MINNESOTA ST**	**275,000.00**	**USD**	**08/01/2025**	**MUNI**	**State Of Minnesota**	**State Of Minnesota**	**267,525.50**

National Rural Utilities Cooperative Finance Corporation

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	63743HFE7	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	220,000.00	USD	06/15/2025	CORP	National Rural Utilities Cooperative Finance Corporation	National Rural Utilities Cooperative Finance Corporation	220,635.43
City of Escondido	**63743HFE7**	**NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP**	**220,000.00**	**USD**	**06/15/2025**	**CORP**	**National Rural Utilities Cooperative Finance Corporation**	**National Rural Utilities Cooperative Finance Corporation**	**220,635.43**

Bmw Vehicle Owner Trust 2022-A

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	05602RAD3	BMWOT 2022-A A3	177,633.18	USD	08/25/2026	ABS	Bmw Vehicle Owner Trust 2022-A	Bmw Vehicle Owner Trust 2022-A	176,529.14
City of Escondido	**05602RAD3**	**BMWOT 2022-A A3**	**177,633.18**	**USD**	**08/25/2026**	**ABS**	**Bmw Vehicle Owner Trust 2022-A**	**Bmw Vehicle Owner Trust 2022-A**	**176,529.14**

Exposure - Issuer Concentration

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City of Escondido (299155)

Dated: 10/31/2024

State Of Mississippi

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	605581MZ7	MISSISSIPPI ST	120,000.00	USD	11/01/2024	MUNI	State Of Mississippi	State Of Mississippi	119,867.30
City of Escondido	**605581MZ7**	**MISSISSIPPI ST**	**120,000.00**	**USD**	**11/01/2024**	**MUNI**	**State Of Mississippi**	**State Of Mississippi**	**119,867.30**

GM Financial Consumer Automobile Receivables Trust 2022-1

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	380146AC4	GMCAR 2022-1 A3	113,846.21	USD	11/16/2026	ABS	GM Financial Consumer Automobile Receivables Trust 2022-1	GM Financial Consumer Automobile Receivables Trust 2022-1	112,357.20
City of Escondido	**380146AC4**	**GMCAR 2022-1 A3**	**113,846.21**	**USD**	**11/16/2026**	**ABS**	**GM Financial Consumer Automobile Receivables Trust 2022-1**	**GM Financial Consumer Automobile Receivables Trust 2022-1**	**112,357.20**

World Omni Auto Receivables Trust 2021-D

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	98163KAC6	WOART 2021-D A3	103,813.79	USD	10/15/2026	ABS	World Omni Auto Receivables Trust 2021-D	World Omni Auto Receivables Trust 2021-D	102,501.37
City of Escondido	**98163KAC6**	**WOART 2021-D A3**	**103,813.79**	**USD**	**10/15/2026**	**ABS**	**World Omni Auto Receivables Trust 2021-D**	**World Omni Auto Receivables Trust 2021-D**	**102,501.37**

Ford Credit Auto Owner Trust 2022-A

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	345286AC2	FORDO 2022-A A3	81,657.21	USD	06/15/2026	ABS	Ford Credit Auto Owner Trust 2022-A	Ford Credit Auto Owner Trust 2022-A	80,745.13
City of Escondido	**345286AC2**	**FORDO 2022-A A3**	**81,657.21**	**USD**	**06/15/2026**	**ABS**	**Ford Credit Auto Owner Trust 2022-A**	**Ford Credit Auto Owner Trust 2022-A**	**80,745.13**

Honda Auto Receivables 2021 - 4 Owner Trust

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	43815GAC3	HAROT 2021-4 A3	77,396.92	USD	01/21/2026	ABS	Honda Auto Receivables 2021 - 4 Owner Trust	Honda Auto Receivables 2021 - 4 Owner Trust	76,406.63
City of Escondido	**43815GAC3**	**HAROT 2021-4 A3**	**77,396.92**	**USD**	**01/21/2026**	**ABS**	**Honda Auto Receivables 2021 - 4 Owner Trust**	**Honda Auto Receivables 2021 - 4 Owner Trust**	**76,406.63**

Kubota Credit Owner Trust 2021-2

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	50117XAE2	KCOT 212 A3	66,532.98	USD	11/17/2025	ABS	Kubota Credit Owner Trust 2021-2	Kubota Credit Owner Trust 2021-2	66,049.94
City of Escondido	**50117XAE2**	**KCOT 212 A3**	**66,532.98**	**USD**	**11/17/2025**	**ABS**	**Kubota Credit Owner Trust 2021-2**	**Kubota Credit Owner Trust 2021-2**	**66,049.94**

Summary

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	**---**	**---**	**169,479,112.71**	**USD**	**11/25/2026**	**---**	**---**	**---**	**167,004,034.84**

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

Summary

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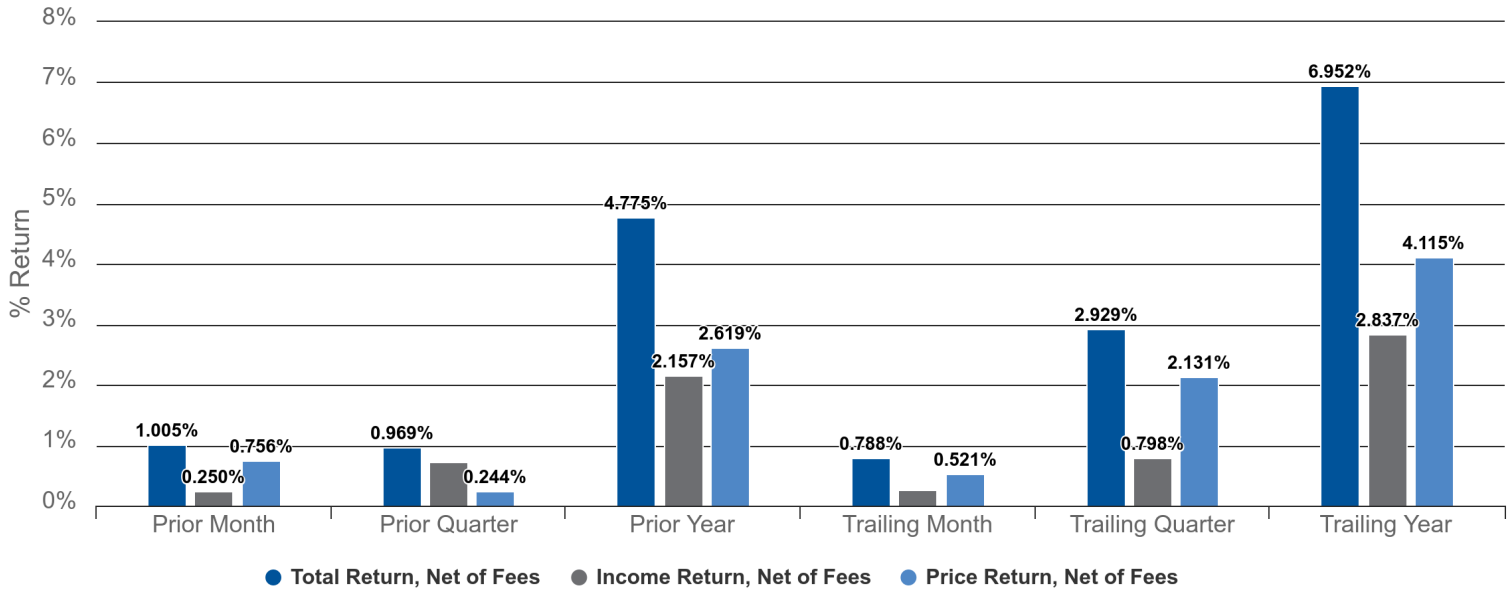
City of Escondido (299155)

Dated: 10/31/2024



Period	*Period Begin*	*Period End*	*Total Return, Net of Fees*	*Income Return, Net of Fees*	*Price Return, Net of Fees*
Prior Month	08/01/2024	08/30/2024	1.005%	0.250%	0.756%
Prior Quarter	03/29/2024	06/28/2024	0.969%	0.725%	0.244%
Prior Year	12/31/2022	12/29/2023	4.775%	2.157%	2.619%
Trailing Month	09/01/2024	09/30/2024	0.788%	0.267%	0.521%
Trailing Quarter	07/01/2024	09/30/2024	2.929%	0.798%	2.131%
Trailing Year	10/01/2023	09/30/2024	6.952%	2.837%	4.115%

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

Net of Fees (includes management and trading).

Returns are actual and have not been annualized.

No Tax Adjustment.

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

Status

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City of Escondido (299155)

Dated: 10/31/2024

Compliance Summary

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

City of Escondido - City Escondido Compliance

Compliant

Status	Account	Policy Name	Category Name	Rule Name	Days In Violation	Actual Value	Actual Value without Resolutions	Limit Value	Notes	Resolutions
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments U.S. Treasury Obligations & Agency Securities	0	75.437	75.437	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Municipal Securities	0	2.734	2.734	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Supranational	0	---	---	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Negotiable Certificates of Deposit	0	---	---	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Banker's Acceptances	0	---	---	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Commercial Paper	0	---	---	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Repurchase Agreements	0	---	---	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Local Agency Investment Fund	0	---	---	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investment Local Government Investment Pools	0	66.522	66.522	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Bank Deposits	0	3.964	3.964	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Placement Service Deposits	0	---	---	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Medium-Term Notes	0	---	---	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Asset-Backed Securities	0	1.421	1.421	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Money Market Funds	0	3.007	3.007	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Repurchase Agreements 102% Collateralized	0	---	---	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Municipal Securities	0	2.734	2.734	40.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Supranational	0	---	---	30.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Negotiable Certificates of Deposit	0	---	---	30.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Banker's Acceptances	0	---	---	30.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Commercial Paper	0	---	---	25.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Local Agency Investment Fund	0	---	---	75.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Placement Service Deposits	0	---	---	30.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Medium Term Notes	0	---	---	30.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Asset-Backed Securities	0	1.421	1.421	20.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Callable Agency Securities	0	19.588	19.588	30.000	N	N

Status

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City of Escondido (299155)

Dated: 10/31/2024

Status	Account	Policy Name	Category Name	Rule Name	Days In Violation	Actual Value	Actual Value without Resolutions	Limit Value	Notes	Resolutions
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Money Market Funds	0	3.007	3.007	20.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Time Certificate of Deposits	0	---	---	20.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Credit Rating	Minimum Credit Rating for Municipal Securities - A/A2	0	---	---	0	N	N
Compliant	City of Escondido	City Escondido Compliance	Credit Rating	Minimum Credit Rating for Supranational - AA/Aa2	0	---	---	0	N	N
Compliant	City of Escondido	City Escondido Compliance	Credit Rating	Minimum Credit Rating for Negotiable Certificates of Deposits - A/A2	0	---	---	0	N	N
Compliant	City of Escondido	City Escondido Compliance	Credit Rating	Minimum Credit Rating for Banker's Acceptance - A-1	0	---	---	0	N	N
Compliant	City of Escondido	City Escondido Compliance	Credit Rating	Minimum Credit Rating for Commercial Paper - A-1/P-1	0	---	---	0	N	N
Compliant	City of Escondido	City Escondido Compliance	Credit Rating	Minimum Credit Rating for Medium Term Notes - A	0	---	---	0	N	N
Compliant	City of Escondido	City Escondido Compliance	Credit Rating	Minimum Credit Rating for Asset-Backed Securities - AA	0	---	---	0	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer Concentration for U.S. Agency Securities	0	3.018	3.018	30.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer Concentration for Municipal Securities	0	0.557	0.557	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer Concentration for Supranational	0	---	---	30.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer Concentration for Negotiable Certificates of Deposit	0	---	---	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer Concentration for Banker's Acceptances	0	---	---	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer concentration for Commercial Paper	0	---	---	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer Concentration for Placement Service Deposits	0	---	---	30.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer Concentration for Medium Term Notes	0	---	---	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer Concentration for Asset-Backed Securities	0	0.426	0.426	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer Concentration for Money Market Funds	0	3.007	3.007	20.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer concentration for Outstanding Commercial Paper	0	---	---	10.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Short-Term Investment Shall be 25% of General Fund	0	---	---	25.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for U.S. Treasury Obligations	0	---	---	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for U.S. Agency Securities	0	4.997	5.033	5.000	N	Y
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Municipal Securities	0	4.934	4.934	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Supranational	0	---	---	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Negotiable Certificates of Deposit	0	---	---	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Banker's Acceptances	0	---	---	186.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Commercial Paper	0	---	---	270.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Repurchase Agreements - 1 years	0	---	---	1.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Bank Deposits - 5 Years	0	5.000	5.000	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Placement Service Deposits	0	---	---	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Medium Term Notes	0	---	---	5.000	N	N

Status

City of Escondido (299155)

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Dated: 10/31/2024

Status	Account	Policy Name	Category Name	Rule Name	Days In Violation	Actual Value	Actual Value without Resolutions	Limit Value	Notes	Resolutions
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Asset-Backed Securities	0	3.657	3.657	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Time certificate of deposits	0	---	---	3.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Prohibited Investments	Prohibited Investments : common stocks, inverse floaters, range notes, mortgage-derived interest	0	---	---	0	N	N
Compliant	**City of Escondido**	**City Escondido Compliance**	**---**	**---**	**0**	**---**	**---**	**---**	**N**	**---**

Policies: .

Rules: .

* Compliance Status as of previous business day.

GAAP GL Income Detail

06/29/2024 - 09/30/2024

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City of Escondido (299155)

Dated: 10/31/2024

Cash

General Ledger Grouping, Account, Identifier	Description, Factorized Units, Currency	Security Type, BS Class, State	State Tax, Fed Tax, Net Transfers	Beginning Book Value less Due, Acquired Book Value less Due, Transferred In Book Value less Due	Disposed Book Value, Transferred Out Book Value less Due, Impairment Loss	Ending Book Value less Due, Net Amortization/ Accretion, Miscellaneous Income	Miscellaneous Expense, Beginning Due & Accrued, Acquired Due & Accrued	Transferred In Due & Accrued, Disposed Due & Accrued, Transferred Out Due & Accrued	Ending Due & Accrued, Interest/Dividend Received, Interest/Dividend Income	Net Realized Gain/ Loss, Net Gain/Loss, Net Income
Cash	Cash	CASH	Y	0.00	0.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	Cash	Y	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CCYUSD	USD	---	-8,134,547.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cash	**Cash**	**CASH**	**Y**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
City of Escondido	**0.00**	**Cash**	**Y**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
CCYUSD	**USD**	**---**	**-8,134,547.02**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

CE

General Ledger Grouping, Account, Identifier	Description, Factorized Units, Currency	Security Type, BS Class, State	State Tax, Fed Tax, Net Transfers	Beginning Book Value less Due, Acquired Book Value less Due, Transferred In Book Value less Due	Disposed Book Value, Transferred Out Book Value less Due, Impairment Loss	Ending Book Value less Due, Net Amortization/ Accretion, Miscellaneous Income	Miscellaneous Expense, Beginning Due & Accrued, Acquired Due & Accrued	Transferred In Due & Accrued, Disposed Due & Accrued, Transferred Out Due & Accrued	Ending Due & Accrued, Interest/Dividend Received, Interest/Dividend Income	Net Realized Gain/ Loss, Net Gain/Loss, Net Income
CE	BLACKROCK FED TRST DOLR SHR FD	MMFUND	Y	2,809,377.25	-10,468,379.52	5,022,337.90	0.00	0.00	0.00	0.00
City of Escondido	102	CE	Y	12,681,340.17	0.00	0.00	0.00	0.00	90,342.80	0.00
X9USDBRD2	5,022,337.90 USD	---	0.00	0.00	0.00	0.00	0.00	0.00	90,342.80	90,342.80
CE	**BLACKROCK FED TRST DOLR SHR FD**	**MMFUND**	**Y**	**2,809,377.25**	**-10,468,379.52**	**5,022,337.90**	**0.00**	**0.00**	**0.00**	**0.00**
City of Escondido	**102**	**CE**	**Y**	**12,681,340.17**	**0.00**	**0.00**	**0.00**	**0.00**	**90,342.80**	**0.00**
X9USDBRD2	**5,022,337.90 USD**	**---**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**90,342.80**	**90,342.80**

LT

General Ledger Grouping, Account, Identifier	Description, Factorized Units, Currency	Security Type, BS Class, State	State Tax, Fed Tax, Net Transfers	Beginning Book Value less Due, Acquired Book Value less Due, Transferred In Book Value less Due	Disposed Book Value, Transferred Out Book Value less Due, Impairment Loss	Ending Book Value less Due, Net Amortization/ Accretion, Miscellaneous Income	Miscellaneous Expense, Beginning Due & Accrued, Acquired Due & Accrued	Transferred In Due & Accrued, Disposed Due & Accrued, Transferred Out Due & Accrued	Ending Due & Accrued, Interest/Dividend Received, Interest/Dividend Income	Net Realized Gain/ Loss, Net Gain/Loss, Net Income
LT	ADOBE INC	CORP	Y	1,009,958.37	0.00	1,009,523.57	0.00	0.00	23,600.00	0.00
City of Escondido	1,000,000.00	LT	Y	0.00	0.00	-434.80	11,333.33	0.00	0.00	0.00
00724PAF6	USD	CA	0.00	0.00	0.00	0.00	0.00	0.00	12,266.67	11,831.87
LT	AMAZON.COM INC	CORP	Y	451,052.14	0.00	455,086.80	0.00	0.00	1,966.67	0.00
City of Escondido	500,000.00	LT	Y	0.00	0.00	4,034.66	433.33	0.00	0.00	0.00
023135BR6	USD	WA	0.00	0.00	0.00	0.00	0.00	0.00	1,533.33	5,568.00
LT	AMAZON.COM INC	CORP	Y	1,003,746.39	0.00	1,003,479.29	0.00	0.00	15,166.67	0.00
City of Escondido	1,000,000.00	LT	Y	0.00	0.00	-267.11	3,538.89	0.00	0.00	0.00
023135CP9	USD	WA	0.00	0.00	0.00	0.00	0.00	0.00	11,627.78	11,360.67
LT	AMERICAN HONDA FINANCE CORP	CORP	Y	993,273.00	0.00	994,045.82	0.00	0.00	794.44	0.00
City of Escondido	1,000,000.00	LT	Y	0.00	0.00	772.82	3,972.22	0.00	6,500.00	0.00
02665WDZ1	USD	CA	0.00	0.00	0.00	0.00	0.00	0.00	3,322.22	4,095.05
LT	APPLE INC	CORP	Y	964,378.33	0.00	968,571.99	0.00	0.00	3,879.17	0.00
City of Escondido	1,000,000.00	LT	Y	0.00	0.00	4,193.66	9,868.06	0.00	12,250.00	0.00
037833BZ2	USD	CA	0.00	0.00	0.00	0.00	0.00	0.00	6,261.11	10,454.77
LT	APPLE INC	CORP	Y	874,823.58	0.00	881,967.53	0.00	0.00	2,177.78	0.00
City of Escondido	1,000,000.00	LT	Y	0.00	0.00	7,143.95	5,600.00	0.00	7,000.00	0.00
037833EH9	USD	CA	0.00	0.00	0.00	0.00	0.00	0.00	3,577.78	10,721.73
LT	ASTRAZENECA FINANCE LLC	CORP	Y	700,289.57	0.00	700,249.73	0.00	0.00	2,870.00	0.00
City of Escondido	700,000.00	LT	Y	0.00	0.00	-39.84	723.33	0.00	0.00	0.00
04636NAA1	USD	DE	0.00	0.00	0.00	0.00	0.00	0.00	2,146.67	2,106.83
LT	BMWOT 2022-A A3	ABS	Y	236,439.46	-58,809.45	177,631.21	0.00	0.00	95.03	0.00
City of Escondido	177,633.18	LT	Y	0.00	0.00	1.20	84.33	0.00	1,740.30	0.00
05602RAD3	USD	DE	0.00	0.00	0.00	0.00	0.00	0.00	1,751.00	1,752.20
LT	BRISTOL-MYERS SQUIBB CO	CORP	Y	351,890.11	0.00	352,095.60	0.00	0.00	1,014.88	0.00
City of Escondido	353,000.00	LT	Y	0.00	0.00	205.49	338.29	0.00	0.00	0.00
110122DN5	USD	NJ	0.00	0.00	0.00	0.00	0.00	0.00	676.58	882.07

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LT City of Escondido 110122DN5	BRISTOL-MYERS SQUIBB CO 250,000.00 USD	CORP LT NJ	Y Y 0.00	249,322.20 0.00 0.00	0.00 0.00 0.00	249,447.71 125.51 0.00	0.00 239.58 0.00	0.00 0.00 0.00	718.75 0.00 479.17	0.00 0.00 604.68
LT City of Escondido 14913R2U0	CATERPILLAR FINANCIAL SERVICES CORP 800,000.00 USD	CORP LT TN	Y Y 0.00	797,218.69 0.00 0.00	0.00 0.00 0.00	797,495.07 276.38 0.00	0.00 6,460.00 0.00	0.00 0.00 0.00	3,135.56 6,800.00 3,475.56	0.00 0.00 3,751.94
LT City of Escondido 14913R3B1	CATERPILLAR FINANCIAL SERVICES CORP 500,000.00 USD	CORP LT TN	Y Y 0.00	499,637.40 0.00 0.00	0.00 0.00 0.00	499,696.89 59.49 0.00	0.00 11,533.33 0.00	0.00 0.00 0.00	5,666.67 12,000.00 6,133.33	0.00 0.00 6,192.82
LT City of Escondido 17290ADP2	CITIGROUP INC 1,000,000.00 USD	CORP LT NY	Y Y 0.00	1,000,000.00 0.00 0.00	0.00 0.00 0.00	1,000,000.00 0.00 0.00	0.00 10,254.17 0.00	0.00 0.00 0.00	23,926.39 0.00 13,672.22	0.00 0.00 13,672.22
LT City of Escondido 17327CAN3	CITIGROUP INC 245,000.00 USD	CORP LT NY	Y Y 0.00	245,000.00 0.00 0.00	0.00 0.00 0.00	245,000.00 0.00 0.00	0.00 2,110.78 0.00	0.00 0.00 0.00	904.62 2,467.15 1,260.99	0.00 0.00 1,260.99
LT City of Escondido 191216CU2	COCA-COLA CO 1,500,000.00 USD	CORP LT GA	Y Y 0.00	1,370,494.28 0.00 0.00	0.00 0.00 0.00	1,381,212.94 10,718.66 0.00	0.00 1,691.67 0.00	0.00 0.00 0.00	7,250.00 0.00 5,558.33	0.00 0.00 16,277.00
LT City of Escondido 20772KEW5	CONNECTICUT ST 0.00 USD	MUNI LT CT	N Y 0.00	652,013.23 0.00 0.00	0.00 -648,183.29 0.00	0.00 -3,829.94 0.00	0.00 6,812.26 0.00	0.00 0.00 -11,790.45	0.00 0.00 4,978.19	0.00 0.00 1,148.25
LT City of Escondido 24422EWA3	JOHN DEERE CAPITAL CORP 800,000.00 USD	CORP LT WI	Y Y 0.00	797,669.10 0.00 0.00	0.00 0.00 0.00	797,900.06 230.96 0.00	0.00 6,346.67 0.00	0.00 0.00 0.00	3,022.22 6,800.00 3,475.56	0.00 0.00 3,706.51
LT City of Escondido 3130AYNN2	FEDERAL HOME LOAN BANKS 2,000,000.00 USD	AGCY BOND LT DC	N Y 0.00	2,000,000.00 0.00 0.00	0.00 0.00 0.00	2,000,000.00 0.00 0.00	0.00 39,838.89 0.00	0.00 0.00 0.00	15,150.00 50,500.00 25,811.11	0.00 0.00 25,811.11
LT City of Escondido 3133EMAC6	FEDERAL FARM CREDIT BANKS FUNDING CORP 1,000,000.00 USD	AGCY BOND LT NJ	N Y 0.00	903,934.20 0.00 0.00	0.00 0.00 0.00	911,089.91 7,155.72 0.00	0.00 2,041.67 0.00	0.00 0.00 0.00	208.33 3,750.00 1,916.67	0.00 0.00 9,072.38
LT City of Escondido 3134GWYS9	FEDERAL HOME LOAN MORTGAGE CORP 1,000,000.00 USD	AGCY BOND LT VA	Y Y 0.00	954,395.28 0.00 0.00	0.00 0.00 0.00	963,219.99 8,824.70 0.00	0.00 1,233.33 0.00	0.00 0.00 0.00	2,766.67 0.00 1,533.33	0.00 0.00 10,358.04
LT City of Escondido 3134GYE40	FEDERAL HOME LOAN MORTGAGE CORP 1,180,000.00 USD	AGCY BOND LT VA	Y Y 0.00	1,176,191.27 0.00 0.00	0.00 0.00 0.00	1,176,791.80 600.53 0.00	0.00 25,827.25 0.00	0.00 0.00 0.00	10,972.36 30,385.00 15,530.11	0.00 0.00 16,130.65
LT City of Escondido 3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.00 USD	AGCY BOND LT DC	Y Y 0.00	1,998,345.69 0.00 0.00	0.00 -1,998,569.03 0.00	0.00 223.33 0.00	0.00 2,583.33 0.00	0.00 0.00 -3,750.00	0.00 0.00 1,166.67	0.00 0.00 1,390.00
LT City of Escondido 3135G05Y5	FEDERAL NATIONAL MORTGAGE ASSOCIATION 1,000,000.00 USD	AGCY BOND LT DC	Y Y 0.00	888,370.76 0.00 0.00	0.00 0.00 0.00	896,546.30 8,175.54 0.00	0.00 1,687.50 0.00	0.00 0.00 0.00	3,604.17 0.00 1,916.67	0.00 0.00 10,092.20
LT City of Escondido 3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 360,000.00 USD	AGCY BOND LT DC	Y Y 0.00	359,646.94 0.00 0.00	0.00 0.00 0.00	359,713.24 66.30 0.00	0.00 260.00 0.00	0.00 0.00 0.00	720.00 0.00 460.00	0.00 0.00 526.30
LT City of Escondido 3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 1,125,000.00 USD	AGCY BOND LT DC	Y Y 0.00	1,124,398.15 0.00 0.00	0.00 0.00 0.00	1,124,511.19 113.04 0.00	0.00 812.50 0.00	0.00 0.00 0.00	2,250.00 0.00 1,437.50	0.00 0.00 1,550.54
LT City of Escondido 3137EAEX3	FEDERAL HOME LOAN MORTGAGE CORP 0.00 USD	AGCY BOND LT VA	Y Y 0.00	1,149,140.25 0.00 0.00	0.00 -1,149,302.68 0.00	0.00 162.43 0.00	0.00 1,150.00 0.00	0.00 0.00 -2,156.25	0.00 0.00 1,006.25	0.00 0.00 1,168.68
LT City of Escondido 341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV 0.00 USD	MUNI LT FL	N Y 0.00	400,000.00 0.00 0.00	0.00 -400,000.00 0.00	0.00 0.00 0.00	0.00 2,488.04 0.00	0.00 0.00 -2,516.00	0.00 0.00 27.96	0.00 0.00 27.96
LT City of Escondido 341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV 0.00 USD	MUNI LT FL	N Y 0.00	155,233.12 0.00 0.00	0.00 -155,231.86 0.00	0.00 -1.26 0.00	0.00 964.12 0.00	0.00 0.00 -974.95	0.00 0.00 10.83	0.00 0.00 [illegible]

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LT City of Escondido 341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV 0.00 USD	MUNI LT FL	N Y 0.00	150,211.60 0.00 0.00	0.00 -150,210.45 0.00	0.00 -1.15 0.00	0.00 933.02 0.00	0.00 0.00 -943.50	0.00 0.00 10.48	0.00 0.00 9.34
LT City of Escondido 345286AC2	FORDO 2022-A A3 81,657.21 USD	ABS LT DE	Y Y 0.00	115,101.41 0.00 0.00	-33,447.08 0.00 0.00	81,655.62 1.30 0.00	0.00 57.74 0.00	0.00 0.00 0.00	46.82 335.73 324.80	0.00 0.00 326.10
LT City of Escondido 380146AC4	GMCAR 2022-1 A3 113,846.21 USD	ABS LT DE	Y Y 0.00	152,704.28 0.00 0.00	-38,861.09 0.00 0.00	113,844.40 1.21 0.00	0.00 69.48 0.00	0.00 0.00 0.00	59.77 439.96 430.25	0.00 0.00 431.46
LT City of Escondido 38141GXS8	GOLDMAN SACHS GROUP INC 650,000.00 USD	CORP LT NY	Y Y 0.00	650,227.05 0.00 0.00	0.00 0.00 0.00	650,133.26 -93.79 0.00	0.00 2,114.94 0.00	0.00 0.00 0.00	756.44 2,778.75 1,420.25	0.00 0.00 1,326.46
LT City of Escondido 437076DC3	HOME DEPOT INC 1,000,000.00 USD	CORP LT GA	Y Y 0.00	1,000,000.00 0.00 0.00	0.00 0.00 0.00	1,000,000.00 0.00 0.00	0.00 527.78 0.00	0.00 0.00 0.00	12,666.67 0.00 12,138.89	0.00 0.00 12,138.89
LT City of Escondido 43815GAC3	HAROT 2021-4 A3 77,396.92 USD	ABS LT CA	Y Y 0.00	113,874.48 0.00 0.00	-36,482.06 0.00 0.00	77,394.62 2.21 0.00	0.00 22.27 0.00	0.00 0.00 0.00	18.92 223.69 220.34	0.00 0.00 222.55
LT City of Escondido 438516CE4	HONEYWELL INTERNATIONAL INC 700,000.00 USD	CORP LT NC	Y Y 0.00	682,107.08 0.00 0.00	0.00 0.00 0.00	683,781.47 1,674.39 0.00	0.00 2,523.89 0.00	0.00 0.00 0.00	641.67 3,850.00 1,967.78	0.00 0.00 3,642.17
LT City of Escondido 448977AD0	HART 2022-A A3 339,616.41 USD	ABS LT DE	Y Y 0.00	452,546.92 0.00 0.00	-112,934.62 0.00 0.00	339,613.92 1.62 0.00	0.00 390.70 0.00	0.00 0.00 0.00	335.09 2,302.31 2,246.70	0.00 0.00 2,248.31
LT City of Escondido 459200KM2	INTERNATIONAL BUSINESS MACHINES CORP 1,000,000.00 USD	CORP LT NY	Y Y 0.00	993,325.61 0.00 0.00	0.00 0.00 0.00	993,962.89 637.29 0.00	0.00 8,555.56 0.00	0.00 0.00 0.00	3,177.78 11,000.00 5,622.22	0.00 0.00 6,259.51
LT City of Escondido 46647PBH8	JPMORGAN CHASE & CO 750,000.00 USD	CORP LT NY	Y Y 0.00	754,391.91 0.00 0.00	0.00 0.00 0.00	752,803.79 -1,588.12 0.00	0.00 4,427.71 0.00	0.00 0.00 0.00	751.88 7,518.75 3,842.92	0.00 0.00 2,254.80
LT City of Escondido 50117XAE2	KCOT 212 A3 66,532.98 USD	ABS LT ---	Y Y 0.00	122,038.75 0.00 0.00	-55,506.31 0.00 0.00	66,532.80 0.36 0.00	0.00 26.58 0.00	0.00 0.00 0.00	16.56 145.35 135.33	0.00 0.00 135.69
LT City of Escondido 54438CYK2	LOS ANGELES CALIF CMNTY COLLEGE DIST 0.00 USD	MUNI LT CA	N Y 0.00	410,000.00 0.00 0.00	0.00 -410,000.00 0.00	0.00 0.00 0.00	0.00 1,302.93 0.00	0.00 0.00 -1,584.65	0.00 0.00 281.72	0.00 0.00 281.72
LT City of Escondido 544647FC9	LOS ANGELES CALIF UNI SCH DIST 310,000.00 USD	MUNI LT CA	N Y 0.00	310,000.00 0.00 0.00	0.00 0.00 0.00	310,000.00 0.00 0.00	0.00 2,230.19 0.00	0.00 0.00 0.00	1,127.63 2,255.25 1,152.68	0.00 0.00 1,152.68
LT City of Escondido 57636QAM6	MASTERCARD INC 1,000,000.00 USD	CORP LT NY	Y Y 0.00	924,867.50 0.00 0.00	0.00 0.00 0.00	928,392.49 3,524.99 0.00	0.00 2,294.44 0.00	0.00 0.00 0.00	9,833.33 0.00 7,538.89	0.00 0.00 11,063.88
LT City of Escondido 60412AK85	MINNESOTA ST 0.00 USD	MUNI LT MN	Y Y 0.00	275,000.00 0.00 0.00	0.00 -275,000.00 0.00	0.00 0.00 0.00	0.00 712.25 0.00	0.00 0.00 -866.25	0.00 0.00 154.00	0.00 0.00 154.00
LT City of Escondido 61747YEM3	MORGAN STANLEY 310,000.00 USD	CORP LT NY	Y Y 0.00	310,000.00 0.00 0.00	0.00 0.00 0.00	310,000.00 0.00 0.00	0.00 2,966.79 0.00	0.00 0.00 0.00	973.83 4,076.50 2,083.54	0.00 0.00 2,083.54
LT City of Escondido 665859AW4	NORTHERN TRUST CORP 670,000.00 USD	CORP LT IL	Y Y 0.00	673,817.11 0.00 0.00	0.00 0.00 0.00	673,484.43 -332.68 0.00	0.00 3,647.78 0.00	0.00 0.00 0.00	10,496.67 0.00 6,848.89	0.00 0.00 6,516.21
LT City of Escondido 799408Z85	SAN RAMON VALLEY CALIF UNI SCH DIST 0.00 USD	MUNI LT CA	N Y 0.00	405,000.00 0.00 0.00	0.00 -405,000.00 0.00	0.00 0.00 0.00	0.00 1,232.10 0.00	0.00 0.00 -1,498.50	0.00 0.00 266.40	0.00 0.00 266.40
LT City of Escondido 87612EBM7	TARGET CORP 180,000.00 USD	CORP LT MN	Y Y 0.00	179,841.04 0.00 0.00	0.00 0.00 0.00	179,856.70 15.66 0.00	0.00 1,599.00 0.00	0.00 0.00 0.00	741.00 1,755.00 897.00	0.00 0.00 912.66
LT City of Escondido 87612EBM7	TARGET CORP 650,000.00 USD	CORP LT MN	Y Y 0.00	650,737.54 0.00 0.00	0.00 0.00 0.00	650,662.73 -74.81 0.00	0.00 5,774.17 0.00	0.00 0.00 0.00	2,675.83 6,337.50 3,239.17	0.00 0.00 3,164.36

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LT	TOYOTA MOTOR CREDIT CORP	CORP	Y	493,879.11	0.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	LT	Y	0.00	-493,895.16	16.05	9,820.14	0.00	0.00	0.00
89236TKC8	USD	TX	0.00	0.00	0.00	0.00	0.00	-9,875.00	54.86	70.91
LT	UNITED STATES TREASURY	US GOV	N	1,840,983.04	0.00	1,847,906.68	0.00	0.00	3,639.95	0.00
City of Escondido	1,900,000.00	LT	Y	0.00	0.00	6,923.64	10,570.05	0.00	14,250.00	0.00
9128282A7	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	7,319.89	14,243.53
LT	UNITED STATES TREASURY	US GOV	N	3,817,222.22	0.00	3,827,063.18	0.00	0.00	47,214.67	0.00
City of Escondido	4,000,000.00	LT	Y	0.00	0.00	9,840.96	15,285.33	0.00	0.00	0.00
9128285M8	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	31,929.35	41,770.31
LT	UNITED STATES TREASURY	US GOV	N	1,993,619.86	0.00	2,001,701.17	0.00	0.00	9,044.12	0.00
City of Escondido	2,045,000.00	LT	Y	0.00	0.00	8,081.32	22,121.39	0.00	26,840.63	0.00
9128286A3	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	13,763.36	21,844.68
LT	UNITED STATES TREASURY	US GOV	N	2,751,773.14	0.00	2,764,282.15	0.00	0.00	10,057.74	0.00
City of Escondido	3,000,000.00	LT	Y	0.00	0.00	12,509.02	29,206.73	0.00	39,375.00	0.00
9128286B1	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	20,226.01	32,735.03
LT	UNITED STATES TREASURY	US GOV	N	1,139,859.92	0.00	1,141,760.48	0.00	0.00	3,333.42	0.00
City of Escondido	1,160,000.00	LT	Y	0.00	0.00	1,900.56	9,679.95	0.00	13,050.00	0.00
912828V98	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	6,703.48	8,604.03
LT	UNITED STATES TREASURY	US GOV	N	1,468,908.79	0.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	LT	Y	0.00	-1,468,990.94	82.15	20,511.68	0.00	0.00	0.00
912828XZ8	USD	DC	0.00	0.00	0.00	0.00	0.00	-20,625.00	113.32	195.47
LT	UNITED STATES TREASURY	US GOV	N	1,927,603.76	0.00	1,936,213.89	0.00	0.00	6,317.93	0.00
City of Escondido	2,000,000.00	LT	Y	0.00	0.00	8,610.13	15,453.30	0.00	18,750.00	0.00
912828Y95	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	9,614.64	18,224.77
LT	UNITED STATES TREASURY	US GOV	N	2,664,045.22	0.00	2,691,046.19	0.00	0.00	3,790.76	0.00
City of Escondido	3,000,000.00	LT	Y	0.00	0.00	27,000.97	7,458.79	0.00	7,500.00	0.00
912828ZV5	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	3,831.97	30,832.94
LT	UNITED STATES TREASURY	US GOV	N	2,368,725.68	0.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	LT	Y	0.00	-2,369,632.44	906.75	2,451.92	0.00	0.00	0.00
91282CAB7	USD	DC	0.00	0.00	0.00	0.00	0.00	-2,975.00	523.08	1,429.83
LT	UNITED STATES TREASURY	US GOV	N	1,814,833.62	0.00	1,829,473.17	0.00	0.00	1,263.59	0.00
City of Escondido	2,000,000.00	LT	Y	0.00	0.00	14,639.55	3,090.66	0.00	3,750.00	0.00
91282CAD3	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	1,922.93	16,562.47
LT	UNITED STATES TREASURY	US GOV	N	617,079.40	0.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	LT	Y	0.00	-617,668.94	589.54	381.15	0.00	0.00	0.00
91282CAM3	USD	DC	0.00	0.00	0.00	0.00	0.00	-775.00	393.85	983.39
LT	UNITED STATES TREASURY	US GOV	N	1,774,285.12	0.00	1,790,170.63	0.00	0.00	4,200.82	0.00
City of Escondido	2,000,000.00	LT	Y	0.00	0.00	15,885.51	990.44	0.00	0.00	0.00
91282CAY7	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	3,210.38	19,095.90
LT	UNITED STATES TREASURY	US GOV	N	1,199,206.78	0.00	1,199,341.34	0.00	0.00	1,137.23	0.00
City of Escondido	1,200,000.00	LT	Y	0.00	0.00	134.56	2,237.64	0.00	2,250.00	0.00
91282CBC4	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	1,149.59	1,284.15
LT	UNITED STATES TREASURY	US GOV	N	641,775.27	0.00	642,293.74	0.00	0.00	407.51	0.00
City of Escondido	645,000.00	LT	Y	0.00	0.00	518.46	996.74	0.00	1,209.38	0.00
91282CBH3	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	620.14	1,138.61
LT	UNITED STATES TREASURY	US GOV	N	1,271,373.44	0.00	1,272,759.45	0.00	0.00	808.70	0.00
City of Escondido	1,280,000.00	LT	Y	0.00	0.00	1,386.01	1,978.02	0.00	2,400.00	0.00
91282CBH3	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	1,230.67	2,616.69
LT	UNITED STATES TREASURY	US GOV	N	995,081.70	0.00	995,872.48	0.00	0.00	631.79	0.00
City of Escondido	1,000,000.00	LT	Y	0.00	0.00	790.78	1,545.33	0.00	1,875.00	0.00
91282CBH3	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	961.46	1,752.24
LT	UNITED STATES TREASURY	US GOV	N	794,249.36	0.00	795,173.14	0.00	0.00	505.43	0.00
City of Escondido	800,000.00	LT	Y	0.00	0.00	923.78	1,236.26	0.00	1,500.00	0.00
91282CBH3	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	769.17	1,692.95
LT	UNITED STATES TREASURY	US GOV	N	1,581,245.72	0.00	1,584,253.03	0.00	0.00	1,010.87	0.00
City of Escondido	1,600,000.00	LT	Y	0.00	0.00	3,007.31	2,472.53	0.00	3,000.00	0.00
91282CBH3	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	1,538.34	4,545.65
LT	UNITED STATES TREASURY	US GOV	N	877,347.07	0.00	885,494.39	0.00	0.00	1,263.59	0.00
City of Escondido	1,000,000.00	LT	Y	0.00	0.00	8,147.32	3,090.66	0.00	3,750.00	0.00
91282CBJ9	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	1,922.93	10,070.25
LT	UNITED STATES TREASURY	US GOV	N	397,370.76	0.00	397,772.18	0.00	0.00	171.27	0.00
City of Escondido	400,000.00	LT	Y	0.00	0.00	401.43	657.61	0.00	1,000.00	0.00
91282CBQ3	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	513.66	[illegible]

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City of Escondido (299155)

Dated: 10/31/2024

General Ledger Grouping, Account, Identifier	Description, Factorized Units, Currency	Security Type, BS Class, State	State Tax, Fed Tax, Net Transfers	Beginning Book Value less Due, Acquired Book Value less Due, Transferred In Book Value less Due	Disposed Book Value, Transferred Out Book Value less Due, Impairment Loss	Ending Book Value less Due, Net Amortization/ Accretion, Miscellaneous Income	Miscellaneous Expense, Beginning Due & Accrued, Acquired Due & Accrued	Transferred In Due & Accrued, Disposed Due & Accrued, Transferred Out Due & Accrued	Ending Due & Accrued, Interest/Dividend Received, Interest/Dividend Income	Net Realized Gain/ Loss, Net Gain/Loss, Net Income
LT	UNITED STATES TREASURY	US GOV	N	2,969,984.08	0.00	2,974,559.87	0.00	0.00	1,284.53	0.00
City of Escondido	3,000,000.00	LT	Y	0.00	0.00	4,575.79	4,932.07	0.00	7,500.00	0.00
91282CBQ3	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	3,852.47	8,428.25
LT	UNITED STATES TREASURY	US GOV	N	1,996,792.53	0.00	1,997,258.84	0.00	0.00	41.21	0.00
City of Escondido	2,000,000.00	LT	Y	0.00	0.00	466.31	3,688.52	0.00	7,500.00	0.00
91282CBT7	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	3,852.68	4,318.99
LT	UNITED STATES TREASURY	US GOV	N	1,678,573.82	0.00	1,678,763.34	0.00	0.00	4,234.43	0.00
City of Escondido	1,680,000.00	LT	Y	0.00	0.00	189.52	998.36	0.00	0.00	0.00
91282CCF6	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	3,236.07	3,425.58
LT	UNITED STATES TREASURY	US GOV	N	2,345,654.90	0.00	2,352,811.43	0.00	0.00	6,049.18	0.00
City of Escondido	2,400,000.00	LT	Y	0.00	0.00	7,156.53	1,426.23	0.00	0.00	0.00
91282CCF6	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	4,622.95	11,779.48
LT	UNITED STATES TREASURY	US GOV	N	2,058,563.28	0.00	2,057,476.43	0.00	0.00	4,533.12	0.00
City of Escondido	2,050,000.00	LT	Y	0.00	0.00	-1,086.85	8,919.47	0.00	8,968.75	0.00
91282CCJ8	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	4,582.40	3,495.55
LT	UNITED STATES TREASURY	US GOV	N	347,697.09	0.00	349,235.56	0.00	0.00	796.06	0.00
City of Escondido	360,000.00	LT	Y	0.00	0.00	1,538.46	1,566.35	0.00	1,575.00	0.00
91282CCJ8	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	804.71	2,343.18
LT	UNITED STATES TREASURY	US GOV	N	498,897.11	0.00	499,016.79	0.00	0.00	2,353.94	0.00
City of Escondido	500,000.00	LT	Y	0.00	0.00	119.68	917.12	0.00	0.00	0.00
91282CDG3	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	1,436.82	1,556.50
LT	UNITED STATES TREASURY	US GOV	N	4,992,551.37	0.00	4,993,359.92	0.00	0.00	23,539.40	0.00
City of Escondido	5,000,000.00	LT	Y	0.00	0.00	808.56	9,171.20	0.00	0.00	0.00
91282CDG3	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	14,368.21	15,176.76
LT	UNITED STATES TREASURY	US GOV	N	392,820.66	0.00	393,593.98	0.00	0.00	1,883.15	0.00
City of Escondido	400,000.00	LT	Y	0.00	0.00	773.31	733.70	0.00	0.00	0.00
91282CDG3	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	1,149.46	1,922.77
LT	UNITED STATES TREASURY	US GOV	N	943,964.10	0.00	949,889.05	0.00	0.00	4,707.88	0.00
City of Escondido	1,000,000.00	LT	Y	0.00	0.00	5,924.95	1,834.24	0.00	0.00	0.00
91282CDG3	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	2,873.64	8,798.59
LT	UNITED STATES TREASURY	US GOV	N	1,910,750.01	0.00	1,918,327.58	0.00	0.00	23,016.30	0.00
City of Escondido	2,000,000.00	LT	Y	0.00	0.00	7,577.57	8,967.39	0.00	0.00	0.00
91282CEN7	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	14,048.91	21,626.48
LT	UNITED STATES TREASURY	US GOV	N	2,804,016.41	0.00	2,813,326.66	0.00	0.00	27,725.41	0.00
City of Escondido	3,000,000.00	LT	Y	0.00	0.00	9,310.25	6,536.89	0.00	0.00	0.00
91282CES6	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	21,188.52	30,498.78
LT	UNITED STATES TREASURY	US GOV	N	1,911,035.91	0.00	1,915,162.95	0.00	0.00	16,426.63	0.00
City of Escondido	2,000,000.00	LT	Y	0.00	0.00	4,127.04	32,321.43	0.00	32,500.00	0.00
91282CEV9	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	16,605.20	20,732.24
LT	UNITED STATES TREASURY	US GOV	N	954,702.13	0.00	958,246.04	0.00	0.00	4,633.15	0.00
City of Escondido	1,000,000.00	LT	Y	0.00	0.00	3,543.91	11,332.42	0.00	13,750.00	0.00
91282CFB2	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	7,050.73	10,594.64
LT	UNITED STATES TREASURY	US GOV	N	960,640.50	0.00	963,728.83	0.00	0.00	4,633.15	0.00
City of Escondido	1,000,000.00	LT	Y	0.00	0.00	3,088.32	11,332.42	0.00	13,750.00	0.00
91282CFB2	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	7,050.73	10,139.06
LT	UNITED STATES TREASURY	US GOV	N	963,557.15	0.00	966,333.54	0.00	0.00	2,676.11	0.00
City of Escondido	1,000,000.00	LT	Y	0.00	0.00	2,776.39	10,275.14	0.00	15,625.00	0.00
91282CFH9	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	8,025.97	10,802.36
LT	UNITED STATES TREASURY	US GOV	N	1,994,099.18	0.00	1,994,521.80	0.00	0.00	34,524.46	0.00
City of Escondido	2,000,000.00	LT	Y	0.00	0.00	422.62	13,451.09	0.00	0.00	0.00
91282CFU0	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	21,073.37	21,495.99
LT	UNITED STATES TREASURY	US GOV	N	997,372.84	0.00	997,561.03	0.00	0.00	17,262.23	0.00
City of Escondido	1,000,000.00	LT	Y	0.00	0.00	188.19	6,725.54	0.00	0.00	0.00
91282CFU0	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	10,536.68	10,724.87
LT	UNITED STATES TREASURY	US GOV	N	3,963,221.23	0.00	3,965,742.03	0.00	0.00	39,171.20	0.00
City of Escondido	4,000,000.00	LT	Y	0.00	0.00	2,520.79	77,074.18	0.00	77,500.00	0.00
91282CGC9	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	39,597.02	42,117.81
LT	UNITED STATES TREASURY	US GOV	N	984,078.52	0.00	985,108.72	0.00	0.00	3,425.41	0.00
City of Escondido	1,000,000.00	LT	Y	0.00	0.00	1,030.20	13,152.17	0.00	20,000.00	0.00
91282CGP0	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	10,273.24	11,303.44
LT	UNITED STATES TREASURY	US GOV	N	1,995,940.36	0.00	1,996,204.95	0.00	0.00	6,850.83	0.00
City of Escondido	2,000,000.00	LT	Y	0.00	0.00	264.59	26,304.35	0.00	40,000.00	0.00
91282CGP0	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	20,546.48	0.00

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City of Escondido (299155)

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General Ledger Grouping, Account, Identifier	Description, Factorized Units, Currency	Security Type, BS Class, State	State Tax, Fed Tax, Net Transfers	Beginning Book Value less Due, Acquired Book Value less Due, Transferred In Book Value less Due	Disposed Book Value, Transferred Out Book Value less Due, Impairment Loss	Ending Book Value less Due, Net Amortization/ Accretion, Miscellaneous Income	Miscellaneous Expense, Beginning Due & Accrued, Acquired Due & Accrued	Transferred In Due & Accrued, Disposed Due & Accrued, Transferred Out Due & Accrued	Ending Due & Accrued, Interest/Dividend Received, Interest/Dividend Income	Net Realized Gain/ Loss, Net Gain/Loss, Net Income
LT	UNITED STATES TREASURY	US GOV	N	4,912,999.60	0.00	4,918,483.38	0.00	0.00	497.94	0.00
City of Escondido	5,000,000.00	LT	Y	0.00	0.00	5,483.78	44,569.67	0.00	90,625.00	0.00
91282CGT2	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	46,553.27	52,037.05
LT	UNITED STATES TREASURY	US GOV	N	976,819.89	0.00	978,249.88	0.00	0.00	14,646.74	0.00
City of Escondido	1,000,000.00	LT	Y	0.00	0.00	1,429.99	5,706.52	0.00	0.00	0.00
91282CHA2	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	8,940.22	10,370.21
LT	UNITED STATES TREASURY	US GOV	N	1,941,832.47	0.00	1,945,468.09	0.00	0.00	29,293.48	0.00
City of Escondido	2,000,000.00	LT	Y	0.00	0.00	3,635.62	11,413.04	0.00	0.00	0.00
91282CHA2	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	17,880.43	21,516.05
LT	UNITED STATES TREASURY	US GOV	N	1,962,365.97	0.00	1,964,643.20	0.00	0.00	24,364.75	0.00
City of Escondido	2,000,000.00	LT	Y	0.00	0.00	2,277.23	5,744.54	0.00	0.00	0.00
91282CHE4	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	18,620.22	20,897.45
LT	UNITED STATES TREASURY	US GOV	N	989,523.13	0.00	990,846.55	0.00	0.00	12,172.13	0.00
City of Escondido	1,000,000.00	LT	Y	0.00	0.00	1,323.41	1,577.87	0.00	0.00	0.00
91282CHH7	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	10,594.26	11,917.68
LT	UNITED STATES TREASURY	US GOV	N	1,967,688.84	0.00	1,969,595.57	0.00	0.00	20,217.39	0.00
City of Escondido	2,000,000.00	LT	Y	0.00	0.00	1,906.73	39,780.22	0.00	40,000.00	0.00
91282CHK0	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	20,437.17	22,343.90
LT	UNITED STATES TREASURY	US GOV	N	2,993,398.43	0.00	2,993,791.08	0.00	0.00	30,326.09	0.00
City of Escondido	3,000,000.00	LT	Y	0.00	0.00	392.65	59,670.33	0.00	60,000.00	0.00
91282CHK0	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	30,655.76	31,048.41
LT	UNITED STATES TREASURY	US GOV	N	2,936,423.30	0.00	2,940,135.10	0.00	0.00	20,849.18	0.00
City of Escondido	3,000,000.00	LT	Y	0.00	0.00	3,711.80	50,995.88	0.00	61,875.00	0.00
91282CHQ7	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	31,728.31	35,440.10
LT	UNITED STATES TREASURY	US GOV	N	2,008,426.77	0.00	2,007,448.57	0.00	0.00	11,175.27	0.00
City of Escondido	2,000,000.00	LT	Y	0.00	0.00	-978.20	32,451.92	0.00	43,750.00	0.00
91282CHU8	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	22,473.35	21,495.15
LT	UNITED STATES TREASURY	US GOV	N	2,996,884.49	0.00	2,997,107.37	0.00	0.00	381.18	0.00
City of Escondido	3,000,000.00	LT	Y	0.00	0.00	222.87	34,118.85	0.00	69,375.00	0.00
91282CJA0	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	35,637.33	35,860.20
LT	UNITED STATES TREASURY	US GOV	N	978,849.58	0.00	979,890.32	0.00	0.00	113.32	0.00
City of Escondido	1,000,000.00	LT	Y	0.00	0.00	1,040.74	10,143.44	0.00	20,625.00	0.00
91282CKG5	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	10,594.88	11,635.63
LT	UNITEDHEALTH GROUP INC	CORP	Y	199,934.74	0.00	199,940.26	0.00	0.00	2,795.56	0.00
City of Escondido	200,000.00	LT	Y	0.00	0.00	5.52	904.44	0.00	0.00	0.00
91324PEG3	USD	MN	0.00	0.00	0.00	0.00	0.00	0.00	1,891.11	1,896.63
LT	UNITEDHEALTH GROUP INC	CORP	Y	442,144.71	0.00	441,958.04	0.00	0.00	6,150.22	0.00
City of Escondido	440,000.00	LT	Y	0.00	0.00	-186.68	1,989.78	0.00	0.00	0.00
91324PEG3	USD	MN	0.00	0.00	0.00	0.00	0.00	0.00	4,160.44	3,973.76
LT	WASTE MANAGEMENT INC	CORP	Y	0.00	0.00	2,333,921.94	0.00	0.00	28,253.50	0.00
City of Escondido	2,335,000.00	LT	Y	2,333,832.50	0.00	89.44	0.00	0.00	0.00	0.00
94106LBX6	USD	TX	0.00	0.00	0.00	0.00	0.00	0.00	28,253.50	28,342.94
LT	WOART 2021-D A3	ABS	Y	147,131.85	-43,321.92	103,811.69	0.00	0.00	37.37	0.00
City of Escondido	103,813.79	LT	Y	0.00	0.00	1.75	46.35	0.00	269.01	0.00
98163KAC6	USD	DE	0.00	0.00	0.00	0.00	0.00	0.00	260.04	261.79
LT	**---**	**---**	**---**	**128,182,459.76**	**-379,362.53**	**119,845,493.43**	**0.00**	**0.00**	**702,021.54**	**0.00**
City of Escondido	**122,888,496.70**	**LT**	**Y**	**2,333,832.50**	**-10,541,684.77**	**250,248.47**	**913,645.61**	**0.00**	**948,899.01**	**0.00**
---	**USD**	**---**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**-60,330.55**	**797,605.49**	**1,047,853.96**

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General Ledger Grouping, Account, Identifier	Description, Factorized Units, Currency	Security Type, BS Class, State	State Tax, Fed Tax, Net Transfers	Beginning Book Value less Due, Acquired Book Value less Due, Transferred In Book Value less Due	Disposed Book Value, Transferred Out Book Value less Due, Impairment Loss	Ending Book Value less Due, Net Amortization/ Accretion, Miscellaneous Income	Miscellaneous Expense, Beginning Due & Accrued, Acquired Due & Accrued	Transferred In Due & Accrued, Disposed Due & Accrued, Transferred Out Due & Accrued	Ending Due & Accrued, Interest/Dividend Received, Interest/Dividend Income	Net Realized Gain/ Loss, Net Gain/Loss, Net Income
ST	AMERICAN EXPRESS CO	CORP	Y	349,918.93	0.00	349,949.28	0.00	0.00	590.63	0.00
City of Escondido	350,000.00	ST	Y	0.00	0.00	30.35	2,515.63	0.00	3,937.50	0.00
025816CQ0	USD	NY	0.00	0.00	0.00	0.00	0.00	0.00	2,012.50	2,042.85
ST	BMW US CAPITAL LLC	CORP	Y	586,254.90	0.00	582,110.78	0.00	0.00	10,714.17	0.00
City of Escondido	575,000.00	ST	Y	0.00	0.00	-4,144.12	4,983.33	0.00	0.00	0
05565EBK0	USD	NJ	0.00	0.00	0.00	0.00	0.00	0.00	5,730.83	4

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ST	BMW US CAPITAL LLC	CORP	Y	214,999.23	-215,000.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	ST	Y	0.00	0.00	0.77	613.65	0.00	806.25	0.00
05565EBU8	USD	NJ	0.00	0.00	0.00	0.00	0.00	0.00	192.60	193.37
ST	BANK OF NEW YORK MELLON CORP	CORP	Y	999,961.09	0.00	999,973.12	0.00	0.00	14,516.67	0.00
City of Escondido	1,000,000.00	ST	Y	0.00	0.00	12.03	5,955.56	0.00	0.00	0.00
06406RBC0	USD	NY	0.00	0.00	0.00	0.00	0.00	0.00	8,561.11	8,573.14
ST	COMET 2021-3 A	ABS	Y	714,887.09	0.00	714,963.43	0.00	0.00	330.49	0.00
City of Escondido	715,000.00	ST	Y	0.00	0.00	76.34	289.18	0.00	1,859.01	0.00
14041NFY2	USD	---	0.00	0.00	0.00	0.00	0.00	0.00	1,900.32	1,976.66
ST	CHEVRON CORP	CORP	Y	425,342.91	0.00	425,231.13	0.00	0.00	2,568.42	0.00
City of Escondido	425,000.00	ST	Y	0.00	0.00	-111.78	880.60	0.00	0.00	0.00
166764BW9	USD	CA	0.00	0.00	0.00	0.00	0.00	0.00	1,687.82	1,576.04
ST	CONNECTICUT ST	MUNI	N	0.00	0.00	647,381.29	0.00	11,790.45	1,048.04	0.00
City of Escondido	630,000.00	ST	Y	0.00	0.00	-802.00	0.00	0.00	11,790.45	0.00
20772KEW5	USD	CT	0.00	648,183.29	0.00	0.00	0.00	0.00	1,048.04	246.04
ST	CONNECTICUT ST	MUNI	N	150,000.00	-150,000.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	ST	Y	0.00	0.00	0.00	1,481.85	0.00	1,498.50	0.00
20772KJW0	USD	CT	0.00	0.00	0.00	0.00	0.00	0.00	16.65	16.65
ST	JOHN DEERE CAPITAL CORP	CORP	Y	492,205.42	0.00	494,312.73	0.00	0.00	5,430.56	0.00
City of Escondido	500,000.00	ST	Y	0.00	0.00	2,107.31	1,086.11	0.00	0.00	0.00
24422EWF2	USD	WI	0.00	0.00	0.00	0.00	0.00	0.00	4,344.44	6,451.75
ST	DCENT 2022-2 A	ABS	Y	714,981.13	0.00	714,986.38	0.00	0.00	1,055.02	0.00
City of Escondido	715,000.00	ST	Y	0.00	0.00	5.25	923.14	0.00	5,934.51	0.00
254683CS2	USD	---	0.00	0.00	0.00	0.00	0.00	0.00	6,066.39	6,071.64
ST	WALT DISNEY CO	CORP	Y	844,890.63	-845,000.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	ST	Y	0.00	0.00	109.37	4,970.24	0.00	7,393.75	0.00
254687FK7	USD	CA	0.00	0.00	0.00	0.00	0.00	0.00	2,423.51	2,532.87
ST	FEDERAL HOME LOAN BANKS	AGCY BOND	N	958,226.56	0.00	969,300.06	0.00	0.00	1,500.00	0.00
City of Escondido	1,000,000.00	ST	Y	0.00	0.00	11,073.50	222.22	0.00	0.00	0.00
3130AJKW8	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	1,277.78	12,351.28
ST	FEDERAL HOME LOAN BANKS	AGCY BOND	N	2,001,013.54	0.00	2,000,744.89	0.00	0.00	30,750.00	0.00
City of Escondido	2,000,000.00	ST	Y	0.00	0.00	-268.65	4,555.56	0.00	0.00	0.00
3130AWLY4	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	26,194.44	25,925.80
ST	FEDERAL NATIONAL MORTGAGE	AGCY BOND	Y	0.00	0.00	1,998,712.74	0.00	3,750.00	750.00	0.00
City of Escondido	ASSOCIATION	ST	Y	0.00	0.00	143.71	0.00	0.00	3,750.00	0.00
3135G05X7	2,000,000.00 USD	DC	0.00	1,998,569.03	0.00	0.00	0.00	0.00	750.00	893.71
ST	FHMS K-043 A2	FHLMC	Y	650,574.45	-55,413.28	593,401.13	0.00	0.00	1,513.85	0.00
City of Escondido	593,278.10	ST	Y	0.00	0.00	-1,760.04	1,544.89	0.00	4,936.95	0.00
3137BGK24	USD	VA	0.00	0.00	0.00	0.00	0.00	0.00	4,905.90	3,145.86
ST	FEDERAL HOME LOAN MORTGAGE CORP	AGCY BOND	Y	792,925.43	0.00	791,717.19	0.00	0.00	1,612.92	0.00
City of Escondido	790,000.00	ST	Y	0.00	0.00	-1,208.24	4,509.58	0.00	5,925.00	0.00
3137EAEP0	USD	VA	0.00	0.00	0.00	0.00	0.00	0.00	3,028.33	1,820.09
ST	FEDERAL HOME LOAN MORTGAGE CORP	AGCY BOND	Y	0.00	0.00	1,149,318.08	0.00	2,156.25	95.83	0.00
City of Escondido	1,150,000.00	ST	Y	0.00	0.00	15.39	0.00	0.00	2,156.25	0.00
3137EAEX3	USD	VA	0.00	1,149,302.68	0.00	0.00	0.00	0.00	95.83	111.23
ST	FHMS K-728 A2	FHLMC CMO	Y	535,229.76	-536,182.41	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	ST	Y	0.00	0.00	952.65	1,277.78	0.00	2,385.67	0.00
3137FBTA4	USD	VA	0.00	0.00	0.00	0.00	0.00	0.00	1,107.89	2,060.54
ST	FLORIDA ST BRD ADMIN FIN CORP REV	MUNI	N	0.00	0.00	400,000.00	0.00	2,516.00	1,258.00	0.00
City of Escondido	400,000.00	ST	Y	0.00	0.00	0.00	0.00	0.00	2,516.00	0.00
341271AD6	USD	FL	0.00	400,000.00	0.00	0.00	0.00	0.00	1,258.00	1,258.00
ST	FLORIDA ST BRD ADMIN FIN CORP REV	MUNI	N	0.00	0.00	155,174.06	0.00	974.95	487.48	0.00
City of Escondido	155,000.00	ST	Y	0.00	0.00	-57.81	0.00	0.00	974.95	0.00
341271AD6	USD	FL	0.00	155,231.86	0.00	0.00	0.00	0.00	487.48	429.67
ST	FLORIDA ST BRD ADMIN FIN CORP REV	MUNI	N	0.00	0.00	150,157.98	0.00	943.50	471.75	0.00
City of Escondido	150,000.00	ST	Y	0.00	0.00	-52.47	0.00	0.00	943.50	0.00
341271AD6	USD	FL	0.00	150,210.45	0.00	0.00	0.00	0.00	471.75	419.28
ST	GENERAL DYNAMICS CORP	CORP	Y	713,015.62	0.00	708,349.12	0.00	0.00	9,255.56	0.00
City of Escondido	700,000.00	ST	Y	0.00	0.00	-4,666.49	2,994.44	0.00	0.00	0.00
369550BG2	USD	VA	0.00	0.00	0.00	0.00	0.00	0.00	6,261.11	1,594.62

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ST	GOLDMAN SACHS GROUP INC	CORP	Y	1,000,000.00	0.00	1,000,000.00	0.00	0.00	27,041.67	0.00
City of Escondido	1,000,000.00	ST	Y	0.00	0.00	0.00	12,986.11	0.00	0.00	0.00
38150AS97	USD	NY	0.00	0.00	0.00	0.00	0.00	0.00	14,055.56	14,055.56
ST	HOME DEPOT INC	CORP	Y	104,951.38	0.00	104,966.95	0.00	0.00	1,307.25	0.00
City of Escondido	105,000.00	ST	Y	0.00	0.00	15.57	582.75	0.00	0.00	0.00
437076CM2	USD	GA	0.00	0.00	0.00	0.00	0.00	0.00	724.50	740.07
ST	INTER-AMERICAN DEVELOPMENT BANK	SUPRANATIONA	Y	842,534.44	-842,419.16	0.00	0.00	0.00	0.00	-27,876.66
City of Escondido	0.00	L	Y	0.00	0.00	-115.28	4,261.98	-4,424.34	0.00	-27,876.66
4581X0DK1	USD	ST DC	0.00	0.00	0.00	0.00	0.00	0.00	162.36	-27,829.58
ST	INTER-AMERICAN DEVELOPMENT BANK	SUPRANATIONA	Y	1,529,911.32	-1,529,915.45	0.00	0.00	0.00	0.00	-17,816.45
City of Escondido	0.00	L	Y	0.00	0.00	4.12	2,040.00	-2,125.00	0.00	-17,816.45
4581X0DZ8	USD	ST DC	0.00	0.00	0.00	0.00	0.00	0.00	85.00	-17,727.32
ST	LOS ANGELES CALIF CMNTY COLLEGE	MUNI	N	0.00	0.00	410,000.00	0.00	1,584.65	528.22	0.00
City of Escondido	DIST	ST	Y	0.00	0.00	0.00	0.00	0.00	1,584.65	0.00
54438CYK2	410,000.00 USD	CA	0.00	410,000.00	0.00	0.00	0.00	0.00	528.22	528.22
ST	MARYLAND ST	MUNI	N	374,997.61	-375,000.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	ST	Y	0.00	0.00	2.39	786.25	0.00	956.25	0.00
574193TQ1	USD	MD	0.00	0.00	0.00	0.00	0.00	0.00	170.00	172.39
ST	MINNESOTA ST	MUNI	Y	0.00	0.00	275,000.00	0.00	866.25	288.75	0.00
City of Escondido	275,000.00	ST	Y	0.00	0.00	0.00	0.00	0.00	866.25	0.00
60412AK85	USD	MN	0.00	275,000.00	0.00	0.00	0.00	0.00	288.75	288.75
ST	MISSISSIPPI ST	MUNI	N	120,000.00	0.00	120,000.00	0.00	0.00	282.50	0.00
City of Escondido	120,000.00	ST	Y	0.00	0.00	0.00	109.23	0.00	0.00	0.00
605581MZ7	USD	MS	0.00	0.00	0.00	0.00	0.00	0.00	173.27	173.27
ST	NATIONAL RURAL UTILITIES	CORP	Y	219,983.84	0.00	219,988.12	0.00	0.00	2,234.83	0.00
City of Escondido	COOPERATIVE FINANCE CORP	ST	Y	0.00	0.00	4.28	295.17	0.00	0.00	0.00
63743HFE7	220,000.00 USD	VA	0.00	0.00	0.00	0.00	0.00	0.00	1,939.67	1,943.94
ST	NEW YORK ST URBAN DEV CORP REV	MUNI	N	945,000.00	0.00	945,000.00	0.00	0.00	365.40	0.00
City of Escondido	945,000.00	ST	Y	0.00	0.00	0.00	2,375.10	0.00	4,110.75	0.00
650036DT0	USD	NY	0.00	0.00	0.00	0.00	0.00	0.00	2,101.05	2,101.05
ST	PNC FINANCIAL SERVICES GROUP INC	CORP	Y	599,986.18	0.00	599,996.57	0.00	0.00	5,500.00	0.00
City of Escondido	600,000.00	ST	Y	0.00	0.00	10.39	2,126.67	0.00	0.00	0.00
693475AY1	USD	PA	0.00	0.00	0.00	0.00	0.00	0.00	3,373.33	3,383.73
ST	PALOMAR CALIF CMNTY COLLEGE DIST	MUNI	N	440,000.00	-440,000.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	ST	Y	0.00	0.00	0.00	1,436.26	0.00	1,746.80	0.00
697511FB4	USD	CA	0.00	0.00	0.00	0.00	0.00	0.00	310.54	310.54
ST	PAYPAL HOLDINGS INC	CORP	Y	483,109.76	0.00	487,738.70	0.00	0.00	2,750.00	0.00
City of Escondido	500,000.00	ST	Y	0.00	0.00	4,628.94	641.67	0.00	0.00	0.00
70450YAG8	USD	CA	0.00	0.00	0.00	0.00	0.00	0.00	2,108.33	6,737.27
ST	ROCHE HOLDINGS INC	CORP	Y	1,295,000.00	0.00	1,295,000.00	0.00	0.00	1,610.55	0.00
City of Escondido	1,295,000.00	ST	Y	0.00	0.00	0.00	8,359.51	0.00	13,804.70	0.00
771196BT8	USD	CA	0.00	0.00	0.00	0.00	0.00	0.00	7,055.74	7,055.74
ST	SAN DIEGO CALIF CMNTY COLLEGE DIST	MUNI	N	245,000.00	-245,000.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	ST	Y	0.00	0.00	0.00	2,060.78	0.00	2,506.35	0.00
797272QP9	USD	CA	0.00	0.00	0.00	0.00	0.00	0.00	445.57	445.57
ST	SAN DIEGO CNTY CALIF WTR AUTH WTR	MUNI	N	480,000.00	0.00	480,000.00	0.00	0.00	1,486.00	0.00
City of Escondido	REV	ST	Y	0.00	0.00	0.00	574.59	0.00	0.00	0.00
797412DM2	480,000.00 USD	CA	0.00	0.00	0.00	0.00	0.00	0.00	911.41	911.41
ST	SAN JUAN CALIF UNI SCH DIST	MUNI	N	415,000.00	-415,000.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	ST	Y	0.00	0.00	0.00	1,197.69	0.00	1,456.65	0.00
798306WN2	USD	CA	0.00	0.00	0.00	0.00	0.00	0.00	258.96	258.96
ST	SAN RAMON VALLEY CALIF UNI SCH DIST	MUNI	N	0.00	0.00	405,000.00	0.00	1,498.50	499.50	0.00
City of Escondido	405,000.00	ST	Y	0.00	0.00	0.00	0.00	0.00	1,498.50	0.00
799408Z85	USD	CA	0.00	405,000.00	0.00	0.00	0.00	0.00	499.50	499.50
ST	TOYOTA MOTOR CREDIT CORP	CORP	Y	0.00	0.00	495,426.41	0.00	9,875.00	4,992.36	0.00
City of Escondido	500,000.00	ST	Y	0.00	0.00	1,531.25	0.00	0.00	9,875.00	0.00
89236TKC8	USD	TX	0.00	493,895.16	0.00	0.00	0.00	0.00	4,992.36	6,523.61

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ST	UNILEVER CAPITAL CORP	CORP	Y	160,000.00	-160,000.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	ST	Y	0.00	0.00	0.00	381.16	0.00	500.80	0.00
904764BN6	USD	NJ	0.00	0.00	0.00	0.00	0.00	0.00	119.64	119.64
ST	US BANCORP	CORP	Y	844,987.50	-845,000.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	ST	Y	0.00	0.00	12.50	8,393.67	0.00	10,140.00	0.00
91159HHX1	USD	MN	0.00	0.00	0.00	0.00	0.00	0.00	1,746.33	1,758.84
ST	UNITED STATES TREASURY	US GOV	N	795,875.64	-795,000.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	ST	Y	0.00	0.00	-875.64	4,154.20	0.00	8,446.88	0.00
9128282Y5	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	4,292.68	3,417.04
ST	UNITED STATES TREASURY	US GOV	N	1,482,806.52	0.00	1,481,093.45	0.00	0.00	10,569.26	0.00
City of Escondido	1,480,000.00	ST	Y	0.00	0.00	-1,713.07	2,491.94	0.00	0.00	0.00
9128283J7	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	8,077.32	6,364.25
ST	UNITED STATES TREASURY	US GOV	N	281,832.09	0.00	281,034.17	0.00	0.00	1,179.35	0.00
City of Escondido	280,000.00	ST	Y	0.00	0.00	-797.92	2,884.62	0.00	3,500.00	0.00
9128283V0	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	1,794.73	996.81
ST	UNITED STATES TREASURY	US GOV	N	575,553.68	-575,000.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	ST	Y	0.00	0.00	-553.68	5,064.82	0.00	6,828.13	0.00
912828D56	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	1,763.31	1,209.64
ST	UNITED STATES TREASURY	US GOV	N	1,225,007.36	-1,225,000.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	ST	Y	0.00	0.00	-7.36	12,182.69	0.00	12,250.00	0.00
912828XX3	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	67.31	59.95
ST	UNITED STATES TREASURY	US GOV	N	0.00	0.00	1,476,732.76	0.00	20,625.00	10,424.59	0.00
City of Escondido	1,500,000.00	ST	Y	0.00	0.00	7,741.82	0.00	0.00	20,625.00	0.00
912828XZ8	USD	DC	0.00	1,468,990.94	0.00	0.00	0.00	0.00	10,424.59	18,166.41
ST	UNITED STATES TREASURY	US GOV	N	740,049.52	-740,000.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	ST	Y	0.00	0.00	-49.52	5,336.54	0.00	6,475.00	0.00
912828Y87	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	1,138.46	1,088.94
ST	UNITED STATES TREASURY	US GOV	N	637,608.79	0.00	635,631.16	0.00	0.00	3,986.01	0.00
City of Escondido	635,000.00	ST	Y	0.00	0.00	-1,977.63	1,552.99	0.00	0.00	0.00
912828YM6	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	2,433.02	455.39
ST	UNITED STATES TREASURY	US GOV	N	3,354,357.38	0.00	3,360,636.55	0.00	0.00	5,296.37	0.00
City of Escondido	3,375,000.00	ST	Y	0.00	0.00	6,279.17	2,063.52	0.00	0.00	0.00
912828ZL7	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	3,232.85	9,512.02
ST	UNITED STATES TREASURY	US GOV	N	1,986,911.02	0.00	1,990,552.41	0.00	0.00	1,680.33	0.00
City of Escondido	2,000,000.00	ST	Y	0.00	0.00	3,641.38	396.17	0.00	0.00	0.00
912828ZT0	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	1,284.15	4,925.54
ST	UNITED STATES TREASURY	US GOV	N	0.00	0.00	2,371,376.15	0.00	2,975.00	1,002.45	0.00
City of Escondido	2,380,000.00	ST	Y	0.00	0.00	1,743.71	0.00	0.00	2,975.00	0.00
91282CAB7	USD	DC	0.00	2,369,632.44	0.00	0.00	0.00	0.00	1,002.45	2,746.16
ST	UNITED STATES TREASURY	US GOV	N	0.00	0.00	617,675.33	0.00	775.00	4.26	0.00
City of Escondido	620,000.00	ST	Y	0.00	0.00	6.39	0.00	0.00	775.00	0.00
91282CAM3	USD	DC	0.00	617,668.94	0.00	0.00	0.00	0.00	4.26	10.65
ST	UNITED STATES TREASURY	US GOV	N	4,998,907.68	0.00	4,999,646.37	0.00	0.00	14,164.40	0.00
City of Escondido	5,000,000.00	ST	Y	0.00	0.00	738.69	4,585.60	0.00	0.00	0.00
91282CDH1	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	9,578.80	10,317.50
ST	UNITED STATES TREASURY	US GOV	N	1,164,595.46	0.00	1,168,824.80	0.00	0.00	2,251.02	0.00
City of Escondido	1,175,000.00	ST	Y	0.00	0.00	4,229.33	6,536.74	0.00	8,812.50	0.00
91282CDZ1	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	4,526.77	8,756.11
ST	UNITED STATES TREASURY	US GOV	N	2,013,222.58	0.00	2,021,609.50	0.00	0.00	17,348.98	0.00
City of Escondido	2,045,000.00	ST	Y	0.00	0.00	8,386.92	2,248.94	0.00	0.00	0.00
91282CEU1	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	15,100.03	23,486.96
ST	UNIVERSITY CALIF REVS	MUNI	N	375,000.00	0.00	375,000.00	0.00	0.00	1,250.92	0.00
City of Escondido	375,000.00	ST	Y	0.00	0.00	0.00	404.71	0.00	0.00	0.00
91412HGE7	USD	CA	0.00	0.00	0.00	0.00	0.00	0.00	846.21	846.21
ST	VENTURA CNTY CALIF CMNTY COLLEGE	MUNI	N	490,000.00	-490,000.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	DIST	ST	Y	0.00	0.00	0.00	3,626.00	0.00	4,410.00	0.00
923040GU7	0.00	CA	0.00	0.00	0.00	0.00	0.00	0.00	784.00	784.00
	USD									
ST	WISCONSIN (STATE OF)	MUNI	Y	640,000.00	-640,000.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	ST	Y	0.00	0.00	0.00	1,974.61	0.00	1,996.80	0.00
977123X60	USD	WI	0.00	0.00	0.00	0.00	0.00	0.00	22.19	22.19

GAAP GL Income Detail

City of Escondido (299155)

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Dated: 10/31/2024

General Ledger Grouping, Account, Identifier	Description, Factorized Units, Currency	Security Type, BS Class, State	State Tax, Fed Tax, Net Transfers	Beginning Book Value less Due, Acquired Book Value less Due, Transferred In Book Value less Due	Disposed Book Value, Transferred Out Book Value less Due, Impairment Loss	Ending Book Value less Due, Net Amortization/ Accretion, Miscellaneous Income	Miscellaneous Expense, Beginning Due & Accrued, Acquired Due & Accrued	Transferred In Due & Accrued, Disposed Due & Accrued, Transferred Out Due & Accrued	Ending Due & Accrued, Interest/Dividend Received, Interest/Dividend Income	Net Realized Gain/ Loss, Net Gain/Loss, Net Income
ST	**---**	**---**	**---**	**42,006,616.45**	**-11,118,930.30**	**41,463,712.77**	**0.00**	**60,330.55**	**201,994.30**	**-45,693.11**
City of Escondido	**41,568,278.10**	**ST**	**Y**	**0.00**	**0.00**	**34,341.84**	**142,916.44**	**-6,549.34**	**182,949.30**	**-45,693.11**
---	**USD**	**---**	**0.00**	**10,541,684.77**	**0.00**	**0.00**	**0.00**	**0.00**	**188,245.95**	**176,894.69**

Summary

General Ledger Grouping, Account, Identifier	Description, Factorized Units, Currency	Security Type, BS Class, State	State Tax, Fed Tax, Net Transfers	Beginning Book Value less Due, Acquired Book Value less Due, Transferred In Book Value less Due	Disposed Book Value, Transferred Out Book Value less Due, Impairment Loss	Ending Book Value less Due, Net Amortization/ Accretion, Miscellaneous Income	Miscellaneous Expense, Beginning Due & Accrued, Acquired Due & Accrued	Transferred In Due & Accrued, Disposed Due & Accrued, Transferred Out Due & Accrued	Ending Due & Accrued, Interest/Dividend Received, Interest/Dividend Income	Net Realized Gain/ Loss, Net Gain/Loss, Net Income
---	**---**	**---**	**---**	**172,998,453.46**	**-21,966,672.35**	**166,331,544.10**	**0.00**	**60,330.55**	**904,015.84**	**-45,693.11**
City of Escondido	**169,479,112.71**	**---**	**Y**	**15,015,172.67**	**-10,541,684.77**	**284,590.32**	**1,056,562.05**	**-6,549.34**	**1,222,191.11**	**-45,693.11**
---	**USD**	**---**	**-8,134,547.02**	**10,541,684.77**	**0.00**	**0.00**	**0.00**	**-60,330.55**	**1,076,194.24**	**1,315,091.45**

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

GAAP Transaction Detail

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City of Escondido (299155)

Dated: 10/31/2024

* Does not Lock Down.

Account	Identifier	Description	Current Units	Currency	Transaction Type	Entry Date	Settle Date	Final Maturity	Price	Principal	Commission	Amount
City of Escondido	025816CQ0	AMERICAN EXPRESS CO	0.00	USD	Coupon	09/04/2024	09/04/2024	03/04/2025	---	0.00	0.00	3,937.50
City of Escondido	02665WDZ1	AMERICAN HONDA FINANCE CORP	0.00	USD	Coupon	09/09/2024	09/09/2024	09/09/2026	---	0.00	0.00	6,500.00
City of Escondido	037833BZ2	APPLE INC	0.00	USD	Coupon	08/04/2024	08/04/2024	08/04/2026	---	0.00	0.00	12,250.00
City of Escondido	037833EH9	APPLE INC	0.00	USD	Coupon	08/05/2024	08/05/2024	08/05/2028	---	0.00	0.00	7,000.00
City of Escondido	05565EBU8	BMW US CAPITAL LLC	0.00	USD	Coupon	08/12/2024	08/12/2024	08/12/2024	---	0.00	0.00	806.25
City of Escondido	05565EBU8	BMW US CAPITAL LLC	-215,000.00	USD	Maturity	08/12/2024	08/12/2024	08/12/2024	100.000	-215,000.00	0.00	215,000.00
City of Escondido	05602RAD3	BMWOT 2022-A A3	0.00	USD	Coupon	07/25/2024	07/25/2024	08/25/2026	---	0.00	0.00	632.48
City of Escondido	05602RAD3	BMWOT 2022-A A3	-19,445.95	USD	Principal Paydown	07/25/2024	07/25/2024	08/25/2026	---	-19,445.95	0.00	19,445.95
City of Escondido	05602RAD3	BMWOT 2022-A A3	0.00	USD	Coupon	08/25/2024	08/25/2024	08/25/2026	---	0.00	0.00	580.47
City of Escondido	05602RAD3	BMWOT 2022-A A3	-19,857.55	USD	Principal Paydown	08/25/2024	08/25/2024	08/25/2026	---	-19,857.55	0.00	19,857.55
City of Escondido	05602RAD3	BMWOT 2022-A A3	0.00	USD	Coupon	09/25/2024	09/25/2024	08/25/2026	---	0.00	0.00	527.35
City of Escondido	05602RAD3	BMWOT 2022-A A3	-19,505.95	USD	Principal Paydown	09/25/2024	09/25/2024	08/25/2026	---	-19,505.95	0.00	19,505.95
City of Escondido	14041NFY2	COMET 2021-3 A	0.00	USD	Coupon	07/15/2024	07/15/2024	11/15/2024	---	0.00	0.00	619.67
City of Escondido	14041NFY2	COMET 2021-3 A	0.00	USD	Coupon	08/15/2024	08/15/2024	11/15/2024	---	0.00	0.00	619.67
City of Escondido	14041NFY2	COMET 2021-3 A	0.00	USD	Coupon	09/15/2024	09/15/2024	11/15/2024	---	0.00	0.00	619.67
City of Escondido	14913R2U0	CATERPILLAR FINANCIAL SERVICES CORP	0.00	USD	Coupon	07/08/2024	07/08/2024	01/08/2027	---	0.00	0.00	6,800.00
City of Escondido	14913R3B1	CATERPILLAR FINANCIAL SERVICES CORP	0.00	USD	Coupon	07/06/2024	07/06/2024	01/06/2026	---	0.00	0.00	12,000.00
City of Escondido	17327CAN3	CITIGROUP INC	0.00	USD	Coupon	07/25/2024	07/25/2024	01/25/2026	---	0.00	0.00	2,467.15
City of Escondido	20772KEW5	CONNECTICUT ST	0.00	USD	Coupon	09/15/2024	09/15/2024	09/15/2025	---	0.00	0.00	11,790.45
City of Escondido	20772KJW0	CONNECTICUT ST	0.00	USD	Coupon	07/01/2024	07/01/2024	07/01/2024	---	0.00	0.00	1,498.50
City of Escondido	20772KJW0	CONNECTICUT ST	-150,000.00	USD	Maturity	07/01/2024	07/01/2024	07/01/2024	100.000	-150,000.00	0.00	150,000.00
City of Escondido	24422EWA3	JOHN DEERE CAPITAL CORP	0.00	USD	Coupon	07/11/2024	07/11/2024	01/11/2027	---	0.00	0.00	6,800.00
City of Escondido	254683CS2	DCENT 2022-2 A	0.00	USD	Coupon	07/15/2024	07/15/2024	05/15/2025	---	0.00	0.00	1,978.17
City of Escondido	254683CS2	DCENT 2022-2 A	0.00	USD	Coupon	08/15/2024	08/15/2024	05/15/2025	---	0.00	0.00	1,978.17
City of Escondido	254683CS2	DCENT 2022-2 A	0.00	USD	Coupon	09/15/2024	09/15/2024	05/15/2025	---	0.00	0.00	1,978.17
City of Escondido	254687FK7	WALT DISNEY CO	0.00	USD	Coupon	08/30/2024	08/30/2024	08/30/2024	---	0.00	0.00	7,393.75
City of Escondido	254687FK7	WALT DISNEY CO	-845,000.00	USD	Maturity	08/30/2024	08/30/2024	08/30/2024	100.000	-845,000.00	0.00	845,000.00
City of Escondido	3130AYNN2	FEDERAL HOME LOAN BANKS	0.00	USD	Coupon	08/07/2024	08/07/2024	02/07/2028	---	0.00	0.00	50,500.00
City of Escondido	3133EMAC6	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.00	USD	Coupon	09/21/2024	09/21/2024	09/21/2027	---	0.00	0.00	3,750.00
City of Escondido	3134GYE40	FEDERAL HOME LOAN MORTGAGE CORP	0.00	USD	Coupon	07/26/2024	07/26/2024	01/26/2026	---	0.00	0.00	30,385.00
City of Escondido	3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.00	USD	Coupon	08/25/2024	08/25/2024	08/25/2025	---	0.00	0.00	3,750.00
City of Escondido	3137BGK24	FHMS K-043 A2	0.00	USD	Coupon	07/01/2024	07/01/2024	12/25/2024	---	0.00	0.00	1,655.24
City of Escondido	3137BGK24	FHMS K-043 A2	-1,168.46	USD	Principal Paydown	07/01/2024	07/01/2024	12/25/2024	---	-1,168.46	0.00	1,168.46
City of Escondido	3137BGK24	FHMS K-043 A2	0.00	USD	Coupon	08/01/2024	08/01/2024	12/25/2024	---	0.00	0.00	1,652.26
City of Escondido	3137BGK24	FHMS K-043 A2	-8,941.64	USD	Principal Paydown	08/01/2024	08/01/2024	12/25/2024	---	-8,941.64	0.00	8,941.64
City of Escondido	3137BGK24	FHMS K-043 A2	0.00	USD	Coupon	09/01/2024	09/01/2024	12/25/2024	---	0.00	0.00	1,629.45
City of Escondido	3137BGK24	FHMS K-043 A2	-45,303.18	USD	Principal Paydown	09/01/2024	09/01/2024	12/25/2024	---	-45,303.18	0.00	45,303.18
City of Escondido	3137EAEP0	FEDERAL HOME LOAN MORTGAGE CORP	0.00	USD	Coupon	08/12/2024	08/12/2024	02/12/2025	---	0.00	0.00	5,925.00
City of Escondido	3137EAEX3	FEDERAL HOME LOAN MORTGAGE CORP	0.00	USD	Coupon	09/23/2024	09/23/2024	09/23/2025	---	0.00	0.00	2,156.25
City of Escondido	3137FBTA4	FHMS K-728 A2	0.00	USD	Coupon	07/01/2024	07/01/2024	08/25/2024	---	0.00	0.00	1,369.05
City of Escondido	3137FBTA4	FHMS K-728 A2	-138,029.76	USD	Principal Paydown	07/01/2024	07/01/2024	08/25/2024	---	-138,029.76	0.00	138,029.76
City of Escondido	3137FBTA4	FHMS K-728 A2	-398,152.65	USD	Principal Paydown	08/01/2024	08/01/2024	08/25/2024	---	-398,152.65	0.00	398,152.65
City of Escondido	3137FBTA4	FHMS K-728 A2	0.00	USD	Coupon	08/01/2024	08/25/2024	08/25/2024	---	0.00	0.00	1,016.62
City of Escondido	341271AD6	FLORIDA ST BRD ADMIN FIN CORP REV	0.00	USD	Coupon	07/01/2024	07/01/2024	07/01/2025	---	0.00	0.00	4,434.45
City of Escondido	345286AC2	FORDO 2022-A A3	0.00	USD	Coupon	07/15/2024	07/15/2024	06/15/2026	---	0.00	0.00	

GAAP Transaction Detail

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City of Escondido (299155)

Dated: 10/31/2024

Account	Identifier	Description	Current Units	Currency	Transaction Type	Entry Date	Settle Date	Final Maturity	Price	Principal	Commission	Amount
City of Escondido	345286AC2	FORDO 2022-A A3	-10,609.57	USD	Principal Paydown	07/15/2024	07/15/2024	06/15/2026	---	-10,609.57	0.00	10,609.57
City of Escondido	345286AC2	FORDO 2022-A A3	0.00	USD	Coupon	08/15/2024	08/15/2024	06/15/2026	---	0.00	0.00	112.33
City of Escondido	345286AC2	FORDO 2022-A A3	-11,786.03	USD	Principal Paydown	08/15/2024	08/15/2024	06/15/2026	---	-11,786.03	0.00	11,786.03
City of Escondido	345286AC2	FORDO 2022-A A3	0.00	USD	Coupon	09/15/2024	09/15/2024	06/15/2026	---	0.00	0.00	99.66
City of Escondido	345286AC2	FORDO 2022-A A3	-11,051.48	USD	Principal Paydown	09/15/2024	09/15/2024	06/15/2026	---	-11,051.48	0.00	11,051.48
City of Escondido	380146AC4	GMCAR 2022-1 A3	0.00	USD	Coupon	07/16/2024	07/16/2024	11/16/2026	---	0.00	0.00	160.34
City of Escondido	380146AC4	GMCAR 2022-1 A3	-12,864.03	USD	Principal Paydown	07/16/2024	07/16/2024	11/16/2026	---	-12,864.03	0.00	12,864.03
City of Escondido	380146AC4	GMCAR 2022-1 A3	0.00	USD	Coupon	08/16/2024	08/16/2024	11/16/2026	---	0.00	0.00	146.84
City of Escondido	380146AC4	GMCAR 2022-1 A3	-13,384.14	USD	Principal Paydown	08/16/2024	08/16/2024	11/16/2026	---	-13,384.14	0.00	13,384.14
City of Escondido	380146AC4	GMCAR 2022-1 A3	0.00	USD	Coupon	09/16/2024	09/16/2024	11/16/2026	---	0.00	0.00	132.78
City of Escondido	380146AC4	GMCAR 2022-1 A3	-12,612.92	USD	Principal Paydown	09/16/2024	09/16/2024	11/16/2026	---	-12,612.92	0.00	12,612.92
City of Escondido	38141GXS8	GOLDMAN SACHS GROUP INC	0.00	USD	Coupon	08/12/2024	08/12/2024	02/12/2026	---	0.00	0.00	2,778.75
City of Escondido	43815GAC3	HAROT 2021-4 A3	0.00	USD	Coupon	07/21/2024	07/21/2024	01/21/2026	---	0.00	0.00	83.51
City of Escondido	43815GAC3	HAROT 2021-4 A3	-12,056.95	USD	Principal Paydown	07/21/2024	07/21/2024	01/21/2026	---	-12,056.95	0.00	12,056.95
City of Escondido	43815GAC3	HAROT 2021-4 A3	0.00	USD	Coupon	08/21/2024	08/21/2024	01/21/2026	---	0.00	0.00	74.67
City of Escondido	43815GAC3	HAROT 2021-4 A3	-12,487.08	USD	Principal Paydown	08/21/2024	08/21/2024	01/21/2026	---	-12,487.08	0.00	12,487.08
City of Escondido	43815GAC3	HAROT 2021-4 A3	0.00	USD	Coupon	09/21/2024	09/21/2024	01/21/2026	---	0.00	0.00	65.51
City of Escondido	43815GAC3	HAROT 2021-4 A3	-11,938.03	USD	Principal Paydown	09/21/2024	09/21/2024	01/21/2026	---	-11,938.03	0.00	11,938.03
City of Escondido	438516CE4	HONEYWELL INTERNATIONAL INC	0.00	USD	Coupon	09/01/2024	09/01/2024	03/01/2027	---	0.00	0.00	3,850.00
City of Escondido	448977AD0	HART 2022-A A3	0.00	USD	Coupon	07/15/2024	07/15/2024	10/15/2026	---	0.00	0.00	837.22
City of Escondido	448977AD0	HART 2022-A A3	-37,713.60	USD	Principal Paydown	07/15/2024	07/15/2024	10/15/2026	---	-37,713.60	0.00	37,713.60
City of Escondido	448977AD0	HART 2022-A A3	0.00	USD	Coupon	08/15/2024	08/15/2024	10/15/2026	---	0.00	0.00	767.45
City of Escondido	448977AD0	HART 2022-A A3	-37,736.31	USD	Principal Paydown	08/15/2024	08/15/2024	10/15/2026	---	-37,736.31	0.00	37,736.31
City of Escondido	448977AD0	HART 2022-A A3	0.00	USD	Coupon	09/15/2024	09/15/2024	10/15/2026	---	0.00	0.00	697.64
City of Escondido	448977AD0	HART 2022-A A3	-37,484.71	USD	Principal Paydown	09/15/2024	09/15/2024	10/15/2026	---	-37,484.71	0.00	37,484.71
City of Escondido	4581X0DK1	INTER-AMERICAN DEVELOPMENT BANK	-835,000.00	USD	Sell	07/02/2024	07/03/2024	03/14/2025	97.550	-814,542.50	0.00	818,966.84
City of Escondido	4581X0DZ8	INTER-AMERICAN DEVELOPMENT BANK	-1,530,000.00	USD	Sell	07/02/2024	07/03/2024	09/23/2024	98.830	-1,512,099.00	0.00	1,514,224.00
City of Escondido	459200KM2	INTERNATIONAL BUSINESS MACHINES CORP	0.00	USD	Coupon	08/09/2024	08/09/2024	02/09/2027	---	0.00	0.00	11,000.00
City of Escondido	46647PBH8	JPMORGAN CHASE & CO	0.00	USD	Coupon	09/13/2024	09/13/2024	03/13/2026	---	0.00	0.00	7,518.75
City of Escondido	50117XAE2	KCOT 212 A3	0.00	USD	Coupon	07/15/2024	07/15/2024	11/17/2025	---	0.00	0.00	56.95
City of Escondido	50117XAE2	KCOT 212 A3	-17,757.79	USD	Principal Paydown	07/15/2024	07/15/2024	11/17/2025	---	-17,757.79	0.00	17,757.79
City of Escondido	50117XAE2	KCOT 212 A3	0.00	USD	Coupon	08/15/2024	08/15/2024	11/17/2025	---	0.00	0.00	48.66
City of Escondido	50117XAE2	KCOT 212 A3	-19,133.02	USD	Principal Paydown	08/15/2024	08/15/2024	11/17/2025	---	-19,133.02	0.00	19,133.02
City of Escondido	50117XAE2	KCOT 212 A3	0.00	USD	Coupon	09/15/2024	09/15/2024	11/17/2025	---	0.00	0.00	39.74
City of Escondido	50117XAE2	KCOT 212 A3	-18,615.50	USD	Principal Paydown	09/15/2024	09/15/2024	11/17/2025	---	-18,615.50	0.00	18,615.50
City of Escondido	54438CYK2	LOS ANGELES CALIF CMNTY COLLEGE DIST	0.00	USD	Coupon	08/01/2024	08/01/2024	08/01/2025	---	0.00	0.00	1,584.65
City of Escondido	544647FC9	LOS ANGELES CALIF UNI SCH DIST	0.00	USD	Coupon	07/01/2024	07/01/2024	07/01/2026	---	0.00	0.00	2,255.25
City of Escondido	574193TQ1	MARYLAND ST	0.00	USD	Coupon	08/01/2024	08/01/2024	08/01/2024	---	0.00	0.00	956.25
City of Escondido	574193TQ1	MARYLAND ST	-375,000.00	USD	Maturity	08/01/2024	08/01/2024	08/01/2024	100.000	-375,000.00	0.00	375,000.00
City of Escondido	60412AK85	MINNESOTA ST	0.00	USD	Coupon	08/01/2024	08/01/2024	08/01/2025	---	0.00	0.00	866.25
City of Escondido	61747YEM3	MORGAN STANLEY	0.00	USD	Coupon	08/18/2024	08/18/2024	02/18/2026	---	0.00	0.00	4,076.50
City of Escondido	650036DT0	NEW YORK ST URBAN DEV CORP REV	0.00	USD	Coupon	09/15/2024	09/15/2024	03/15/2025	---	0.00	0.00	4,110.75
City of Escondido	697511FB4	PALOMAR CALIF CMNTY COLLEGE DIST	0.00	USD	Coupon	08/01/2024	08/01/2024	08/01/2024	---	0.00	0.00	1,746.80
City of Escondido	697511FB4	PALOMAR CALIF CMNTY COLLEGE DIST	-440,000.00	USD	Maturity	08/01/2024	08/01/2024	08/01/2024	100.000	-440,000.00	0.00	440,000.00
City of Escondido	771196BT8	ROCHE HOLDINGS INC	0.00	USD	Coupon	09/10/2024	09/10/2024	03/10/2025	---	0.00	0.00	13,804.70
City of Escondido	797272QP9	SAN DIEGO CALIF CMNTY COLLEGE DIST	0.00	USD	Coupon	08/01/2024	08/01/2024	08/01/2024	---	0.00	0.00	[illegible]

GAAP Transaction Detail

06/29/2024 - 09/30/2024

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City of Escondido (299155)

Dated: 10/31/2024

Account	Identifier	Description	Current Units	Currency	Transaction Type	Entry Date	Settle Date	Final Maturity	Price	Principal	Commission	Amount
City of Escondido	797272QP9	SAN DIEGO CALIF CMNTY COLLEGE DIST	-245,000.00	USD	Maturity	08/01/2024	08/01/2024	08/01/2024	100.000	-245,000.00	0.00	245,000.00
City of Escondido	798306WN2	SAN JUAN CALIF UNI SCH DIST	0.00	USD	Coupon	08/01/2024	08/01/2024	08/01/2024	---	0.00	0.00	1,456.65
City of Escondido	798306WN2	SAN JUAN CALIF UNI SCH DIST	-415,000.00	USD	Call Redemption	08/01/2024	08/01/2024	08/01/2024	100.000	-415,000.00	0.00	415,000.00
City of Escondido	799408Z85	SAN RAMON VALLEY CALIF UNI SCH DIST	0.00	USD	Coupon	08/01/2024	08/01/2024	08/01/2025	---	0.00	0.00	1,498.50
City of Escondido	87612EBM7	TARGET CORP	0.00	USD	Coupon	07/15/2024	07/15/2024	01/15/2027	---	0.00	0.00	8,092.50
City of Escondido	89236TKC8	TOYOTA MOTOR CREDIT CORP	0.00	USD	Coupon	06/30/2024	06/30/2024	06/30/2025	---	0.00	0.00	9,875.00
City of Escondido	904764BN6	UNILEVER CAPITAL CORP	0.00	USD	Coupon	08/12/2024	08/12/2024	08/12/2024	---	0.00	0.00	500.80
City of Escondido	904764BN6	UNILEVER CAPITAL CORP	-160,000.00	USD	Maturity	08/12/2024	08/12/2024	08/12/2024	100.000	-160,000.00	0.00	160,000.00
City of Escondido	91159HHX1	US BANCORP	0.00	USD	Coupon	07/30/2024	07/30/2024	07/30/2024	---	0.00	0.00	10,140.00
City of Escondido	91159HHX1	US BANCORP	-845,000.00	USD	Maturity	07/30/2024	07/30/2024	07/30/2024	100.000	-845,000.00	0.00	845,000.00
City of Escondido	9128282A7	UNITED STATES TREASURY	0.00	USD	Coupon	08/15/2024	08/15/2024	08/15/2026	---	0.00	0.00	14,250.00
City of Escondido	9128282Y5	UNITED STATES TREASURY	0.00	USD	Coupon	09/30/2024	09/30/2024	09/30/2024	---	0.00	0.00	8,446.88
City of Escondido	9128282Y5	UNITED STATES TREASURY	-795,000.00	USD	Maturity	09/30/2024	09/30/2024	09/30/2024	100.000	-795,000.00	0.00	795,000.00
City of Escondido	9128283V0	UNITED STATES TREASURY	0.00	USD	Coupon	07/31/2024	07/31/2024	01/31/2025	---	0.00	0.00	3,500.00
City of Escondido	9128286A3	UNITED STATES TREASURY	0.00	USD	Coupon	07/31/2024	07/31/2024	01/31/2026	---	0.00	0.00	26,840.63
City of Escondido	9128286B1	UNITED STATES TREASURY	0.00	USD	Coupon	08/15/2024	08/15/2024	02/15/2029	---	0.00	0.00	39,375.00
City of Escondido	912828D56	UNITED STATES TREASURY	0.00	USD	Coupon	08/15/2024	08/15/2024	08/15/2024	---	0.00	0.00	6,828.13
City of Escondido	912828D56	UNITED STATES TREASURY	-575,000.00	USD	Maturity	08/15/2024	08/15/2024	08/15/2024	100.000	-575,000.00	0.00	575,000.00
City of Escondido	912828V98	UNITED STATES TREASURY	0.00	USD	Coupon	08/15/2024	08/15/2024	02/15/2027	---	0.00	0.00	13,050.00
City of Escondido	912828XX3	UNITED STATES TREASURY	0.00	USD	Coupon	06/30/2024	06/30/2024	06/30/2024	---	0.00	0.00	12,250.00
City of Escondido	912828XX3	UNITED STATES TREASURY	-1,225,000.00	USD	Maturity	06/30/2024	06/30/2024	06/30/2024	100.000	-1,225,000.00	0.00	1,225,000.00
City of Escondido	912828XZ8	UNITED STATES TREASURY	0.00	USD	Coupon	06/30/2024	06/30/2024	06/30/2025	---	0.00	0.00	20,625.00
City of Escondido	912828Y87	UNITED STATES TREASURY	0.00	USD	Coupon	07/31/2024	07/31/2024	07/31/2024	---	0.00	0.00	6,475.00
City of Escondido	912828Y87	UNITED STATES TREASURY	-740,000.00	USD	Maturity	07/31/2024	07/31/2024	07/31/2024	100.000	-740,000.00	0.00	740,000.00
City of Escondido	912828Y95	UNITED STATES TREASURY	0.00	USD	Coupon	07/31/2024	07/31/2024	07/31/2026	---	0.00	0.00	18,750.00
City of Escondido	912828ZV5	UNITED STATES TREASURY	0.00	USD	Coupon	06/30/2024	06/30/2024	06/30/2027	---	0.00	0.00	7,500.00
City of Escondido	91282CAB7	UNITED STATES TREASURY	0.00	USD	Coupon	07/31/2024	07/31/2024	07/31/2025	---	0.00	0.00	2,975.00
City of Escondido	91282CAD3	UNITED STATES TREASURY	0.00	USD	Coupon	07/31/2024	07/31/2024	07/31/2027	---	0.00	0.00	3,750.00
City of Escondido	91282CAM3	UNITED STATES TREASURY	0.00	USD	Coupon	09/30/2024	09/30/2024	09/30/2025	---	0.00	0.00	775.00
City of Escondido	91282CBC4	UNITED STATES TREASURY	0.00	USD	Coupon	06/30/2024	06/30/2024	12/31/2025	---	0.00	0.00	2,250.00
City of Escondido	91282CBH3	UNITED STATES TREASURY	0.00	USD	Coupon	07/31/2024	07/31/2024	01/31/2026	---	0.00	0.00	9,984.38
City of Escondido	91282CBJ9	UNITED STATES TREASURY	0.00	USD	Coupon	07/31/2024	07/31/2024	01/31/2028	---	0.00	0.00	3,750.00
City of Escondido	91282CBQ3	UNITED STATES TREASURY	0.00	USD	Coupon	08/31/2024	08/31/2024	02/28/2026	---	0.00	0.00	8,500.00
City of Escondido	91282CBT7	UNITED STATES TREASURY	0.00	USD	Coupon	09/30/2024	09/30/2024	03/31/2026	---	0.00	0.00	7,500.00
City of Escondido	91282CCJ8	UNITED STATES TREASURY	0.00	USD	Coupon	06/30/2024	06/30/2024	06/30/2026	---	0.00	0.00	10,543.75
City of Escondido	91282CDZ1	UNITED STATES TREASURY	0.00	USD	Coupon	08/15/2024	08/15/2024	02/15/2025	---	0.00	0.00	8,812.50
City of Escondido	91282CEV9	UNITED STATES TREASURY	0.00	USD	Coupon	06/30/2024	06/30/2024	06/30/2029	---	0.00	0.00	32,500.00
City of Escondido	91282CFB2	UNITED STATES TREASURY	0.00	USD	Coupon	07/31/2024	07/31/2024	07/31/2027	---	0.00	0.00	27,500.00
City of Escondido	91282CFH9	UNITED STATES TREASURY	0.00	USD	Coupon	08/31/2024	08/31/2024	08/31/2027	---	0.00	0.00	15,625.00
City of Escondido	91282CGC9	UNITED STATES TREASURY	0.00	USD	Coupon	06/30/2024	06/30/2024	12/31/2027	---	0.00	0.00	77,500.00
City of Escondido	91282CGP0	UNITED STATES TREASURY	0.00	USD	Coupon	08/31/2024	08/31/2024	02/29/2028	---	0.00	0.00	60,000.00
City of Escondido	91282CGT2	UNITED STATES TREASURY	0.00	USD	Coupon	09/30/2024	09/30/2024	03/31/2028	---	0.00	0.00	90,625.00
City of Escondido	91282CHK0	UNITED STATES TREASURY	0.00	USD	Coupon	06/30/2024	06/30/2024	06/30/2028	---	0.00	0.00	100,000.00
City of Escondido	91282CHQ7	UNITED STATES TREASURY	0.00	USD	Coupon	07/31/2024	07/31/2024	07/31/2028	---	0.00	0.00	61,875.00
City of Escondido	91282CHU8	UNITED STATES TREASURY	0.00	USD	Coupon	08/15/2024	08/15/2024	08/15/2026	---	0.00	0.00	43,750.00
City of Escondido	91282CJA0	UNITED STATES TREASURY	0.00	USD	Coupon	09/30/2024	09/30/2024	09/30/2028	---	0.00	0.00	69,375.00
City of Escondido	91282CKG5	UNITED STATES TREASURY	0.00	USD	Coupon	09/30/2024	09/30/2024	03/31/2029	---	0.00	0.00	20,625.00
City of Escondido	923040GU7	VENTURA CNTY CALIF CMNTY COLLEGE DIST	0.00	USD	Coupon	08/01/2024	08/01/2024	08/01/2024	---	0.00	0.00	4,410.00
City of Escondido	923040GU7	VENTURA CNTY CALIF CMNTY COLLEGE DIST	-490,000.00	USD	Maturity	08/01/2024	08/01/2024	08/01/2024	100.000	-490,000.00	0.00	490,000.00

GAAP Transaction Detail

City of Escondido (299155)

06/29/2024 - 09/30/2024

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Dated: 10/31/2024

Account	Identifier	Description	Current Units	Currency	Transaction Type	Entry Date	Settle Date	Final Maturity	Price	Principal	Commission	Amount
City of Escondido	94106LBX6	WASTE MANAGEMENT INC	2,335,000.00	USD	Buy	07/02/2024	07/03/2024	07/03/2027	99.950	2,333,832.50	0.00	-2,333,832.50
City of Escondido	977123X60	WISCONSIN (STATE OF)	0.00	USD	Coupon	07/01/2024	07/01/2024	07/01/2024	---	0.00	0.00	1,996.80
City of Escondido	977123X60	WISCONSIN (STATE OF)	-640,000.00	USD	Maturity	07/01/2024	07/01/2024	07/01/2024	100.000	-640,000.00	0.00	640,000.00
City of Escondido	98163KAC6	WOART 2021-D A3	0.00	USD	Coupon	07/15/2024	07/15/2024	10/15/2026	---	0.00	0.00	99.32
City of Escondido	98163KAC6	WOART 2021-D A3	-13,632.11	USD	Principal Paydown	07/15/2024	07/15/2024	10/15/2026	---	-13,632.11	0.00	13,632.11
City of Escondido	98163KAC6	WOART 2021-D A3	0.00	USD	Coupon	08/15/2024	08/15/2024	10/15/2026	---	0.00	0.00	90.11
City of Escondido	98163KAC6	WOART 2021-D A3	-15,608.09	USD	Principal Paydown	08/15/2024	08/15/2024	10/15/2026	---	-15,608.09	0.00	15,608.09
City of Escondido	98163KAC6	WOART 2021-D A3	0.00	USD	Coupon	09/15/2024	09/15/2024	10/15/2026	---	0.00	0.00	79.58
City of Escondido	98163KAC6	WOART 2021-D A3	-14,081.72	USD	Principal Paydown	09/15/2024	09/15/2024	10/15/2026	---	-14,081.72	0.00	14,081.72
City of Escondido	CCYUSD	US DOLLAR	0.00	USD	Cash Transfer	07/05/2024	07/05/2024	09/30/2024	---	0.00	0.00	-318,832.50
City of Escondido	CCYUSD	US DOLLAR	0.00	USD	Cash Transfer	07/05/2024	07/05/2024	09/30/2024	---	0.00	0.00	318,832.50
City of Escondido	CCYUSD	US DOLLAR	0.00	USD	Cash Transfer	08/28/2024	08/28/2024	09/30/2024	---	0.00	0.00	-159,470.68
City of Escondido	CCYUSD	US DOLLAR	0.00	USD	Cash Transfer	08/28/2024	08/28/2024	09/30/2024	---	0.00	0.00	-3,000,000.00
City of Escondido	CCYUSD	US DOLLAR	0.00	USD	Cash Transfer	08/28/2024	08/28/2024	09/30/2024	---	0.00	0.00	-333,125.00
City of Escondido	CCYUSD	US DOLLAR	0.00	USD	Cash Transfer	08/28/2024	08/28/2024	09/30/2024	---	0.00	0.00	-806,084.34
City of Escondido	CCYUSD	US DOLLAR	0.00	USD	Cash Transfer	08/28/2024	08/28/2024	09/30/2024	---	0.00	0.00	3,000,000.00
City of Escondido	CCYUSD	US DOLLAR	0.00	USD	Cash Transfer	08/28/2024	08/28/2024	09/30/2024	---	0.00	0.00	-2,454,023.25
City of Escondido	CCYUSD	US DOLLAR	0.00	USD	Cash Transfer	08/28/2024	08/28/2024	09/30/2024	---	0.00	0.00	-708,093.75
City of Escondido	CCYUSD	US DOLLAR	0.00	USD	Cash Transfer	08/28/2024	08/28/2024	09/30/2024	---	0.00	0.00	-3,673,750.00
City of Escondido	X9USDBRD2	BLACKROCK FED TRST DOLR SHR FD 102	12,681,340.17	USD	Buy	---	---	09/30/2024	1.000	12,681,340.17	0.00	-12,681,340.17
City of Escondido	X9USDBRD2	BLACKROCK FED TRST DOLR SHR FD 102	-10,468,379.52	USD	Sell	---	---	09/30/2024	1.000	-10,468,379.52	0.00	10,468,379.52
City of Escondido	X9USDBRD2	BLACKROCK FED TRST DOLR SHR FD 102	0.00	USD	Money Market Funds	07/02/2024	07/02/2024	09/30/2024	---	0.00	0.00	31,047.30
City of Escondido	X9USDBRD2	BLACKROCK FED TRST DOLR SHR FD 102	0.00	USD	Money Market Funds	08/02/2024	08/02/2024	09/30/2024	---	0.00	0.00	21,427.10
City of Escondido	X9USDBRD2	BLACKROCK FED TRST DOLR SHR FD 102	0.00	USD	Money Market Funds	09/04/2024	09/04/2024	09/30/2024	---	0.00	0.00	37,868.40
City of Escondido	**---**	**---**	**-6,942,997.56**	**USD**	**---**	**---**	**---**	**11/30/2024**	**---**	**-6,905,806.57**	**0.00**	**0.00**

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

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

Audit

06/29/2024 - 09/30/2024

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City of Escondido (299155)

Dated: 10/31/2024

Limits.

Timestamp, Username	*Account*	*Policy Name*	*Category Name*	*Rule Name*	*Previous Value, New Value*
08/01/2024 3:45 PM dshultz@escondido.org	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for U.S. Agency Securities	5.040 5.040
08/01/2024 3:45 PM dshultz@escondido.org	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for U.S. Agency Securities	5.040 5.000
08/01/2024 3:45 PM dshultz@escondido.org	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for U.S. Agency Securities	5.000 5.040

Resolutions.

Timestamp, Username	*Account, Policy Name*	*Category Name, Rule Name*	*Identifier, Description*	*Previous Start Date, New Start Date*	*Previous End Date, New End Date*
08/06/2024 3:05 PM dshultz@escondido.org	City of Escondido City Escondido Compliance	Maturity Maximum Maturity for U.S. Agency Securities	91282CEV9 UNITED STATES TREASURY	--- 08/06/2024	--- 07/01/2029
08/01/2024 2:53 PM dshultz@escondido.org	City of Escondido City Escondido Compliance	Maturity Maximum Maturity for U.S. Agency Securities	(Applied to Rule) ---	--- 07/22/2024	--- 08/01/2024

Notes.

Timestamp, Username	*Account, Policy Name*	*Category Name, Rule Name*	*Identifier, Description*	*Previous Note, New Note*
08/06/2024 3:05 PM dshultz@escondido.org	City of Escondido City Escondido Compliance	Maturity Maximum Maturity for U.S. Agency Securities	91282CEV9 UNITED STATES TREASURY	--- purchased a security that matured slightly after the 5 yer period, the decision was made to hold past the 2 weeks and then be in compliance since it was a Treasury
08/01/2024 2:53 PM dshultz@escondido.org	City of Escondido City Escondido Compliance	Maturity Maximum Maturity for U.S. Agency Securities	(Applied to Rule) ---	--- The security was purchase and matured 1 week after the 5 year compliance maturity threshold. The decision was made to hold the security for an additional week. By doing this, this security is now in compliance. CA code also dictates that buying a security that matures within 1 month after the 5 year period is acceptable.

STAFF REPORT

November 20, 2024
File Number 0600-10; A-3534

SUBJECT

AWARD CONSTRUCTION CONTRACT FOR THE VALLEY PARKWAY SIDEWALK IMPROVEMENT PROJECT

DEPARTMENT

Development Services

RECOMMENDATION

Request the City Council adopt Resolution No. 2024-155 awarding construction of the Valley Parkway Sidewalk Improvement Project ("Project") to Universal Construction and Engineering, determined to be the lowest responsible and responsive bidder, and authorizing the Mayor, on behalf of the City of Escondido ("City"), to execute a Public Improvement Agreement in the amount of $606,591.70.

Staff Recommendation: Approval (Development Services: Chris McKinney, Deputy City Manager and Jonathan Schauble, City Engineer)

Presenter: Jonathan Schauble, City Engineer

ESSENTIAL SERVICE – Yes, Infrastructure

COUNCIL PRIORITY – Increase Retention and Attraction of People and Businesses to Escondido and Improve Public Safety.

FISCAL ANALYSIS

Sufficient American Rescue Plan Act Funds are programmed in the Capital Improvement Program budget to complete this Project.

PREVIOUS ACTION

None

BACKGROUND

The Project is on the north side of East Valley Parkway, between North Rose Street and North Midway Drive (approximately 1,000 linear feet). The Project work consists of the removal and replacement of existing asphalt with new concrete sidewalk and installing landscape elements such as shade-providing trees, shrubs, and seating to enhance the public experience and walkability. It also includes replacement of concrete aprons, curb, gutter, pavement, and driveways.

CITY of ESCONDIDO

STAFF REPORT

On October 31, 2024, seven sealed bids were received in response to the advertised request for bids for the Project. The confirmed totals for the total base and alternate bid items are listed below:

Universal Construction and Engineering	$606,591.70
Fordyce Construction	$606,644.00
Palm Engineering Construction Company	$610,660.50
Tri-Group Construction	$658,940.00
Quality Construction & Engineering	$735,774.00
Montano Pipeline, Inc	$737.904.00
LB Civil Construction	$971,180.00

Staff has evaluated the bids and determined that the construction bid submitted by Universal Construction and Engineering is the lowest responsive and responsible bid. In addition, their references provided positive feedback on their past municipal projects. Staff recommends awarding a construction contract in the amount of $606,591.70 to Universal Construction and Engineering.

RESOLUTIONS

a) Resolution No. 2024-155
b) Resolution No. 2024-155 – Exhibit “A” – Public Improvement Agreement
c) Resolution No. 2024-155 – Exhibit “B” – Faithful Performance Bond
d) Resolution No. 2024-155 – Exhibit “C” – Labor and Materials Bond

RESOLUTION NO. 2024-155

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 VALLEY PARKWAY SIDEWALK IMPROVEMENT PROJECT

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program budget for the Valley Parkway Sidewalk Improvement Project ("Project"); and

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

WHEREAS, pursuant to said notice, seven sealed bids for the Project were opened and evaluated on October 31, 2024; and

WHEREAS, Universal Construction and Engineering 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 Universal Construction and Engineering in the amount of $606,591.70.

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 Universal Construction and Engineering in a substantially similar form to that

which is attached and incorporated to this Resolution as Exhibit “A” with Bonds as Exhibit “B” and Exhibit “C”, 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 the last date of signature below ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Ani Mehra
760-839-4096
("CITY")

And: Universal Construction and Engineering
a California corporation
77725 Enfield Lane Suite. 210
PALM DESERT, CA 92211
Attn: Alfonso Montes
750-200-3100
("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 Valley Parkway Sidewalk Improvement Project ("Project"), occurring on property located along East Valley Parkway between South Rose Street and South Midway Drive and having assessor's parcel numbers (APN) 231-320-1700, 231-320-1800, 231-320-1900, 231-320-2100, 231-320-2300; 231-320-2500, 231-320-2700, 231-320-3300, 231-320-3500, 231-320-3700, 231-320-3800 ("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 **$606,591.70** ("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 **60 working days** for Base Bid Items from the notice to proceed and if the City selects to award the Alternate Bid items, an additional 15 days will be added to the working days ("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 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. The Parties acknowledge that Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") administrated by the U.S Department of Treasury ("Federal Awarding Agency") and established by the American Rescue Plan Act of 2021 ("ARPA") 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.

26. Equal Employment Opportunity. During the performance of this Agreement, the contractor agrees as follows:

    a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

    b. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

    c. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation

conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The CONTRACTOR will include the portion of the sentence immediately preceding subpart a of this section and the provisions of subparts a through h in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

   Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

   The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

   The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

27. Compliance with the Davis-Bacon Act.

a. All transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The CONTRACTOR shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week

28. Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

b. Subcontracts. The CONTRACTOR and any subcontractors shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

29. Clean Air Act. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by the Federal Awarding Agency.

30. Federal Water Pollution Control Act. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by the Federal Awarding Agency.

31. Debarment and Suspension.

a. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, CONTRACTOR is required to verify that none of CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. CONTRACTOR shall comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction CONTRACTOR enters into.

c. This certification is a material representation of fact relied upon by the CITY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the CITY, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

32. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

a. Prior to entering into this Agreement, CONTRACTOR shall file the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended)). Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the Federal Awarding Agency.

b. Required Certification. At the time CONTRACTOR executes this Agreement, CONTRACTOR shall provide the CITY with a completed Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying. A blank Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying is attached to this Agreement as Attachment "A" and incorporated herein by this reference.

33. Procurement of Recovered Materials. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (1) competitively within a timeframe providing for compliance with the Agreement's performance schedule, (2) meeting Agreement performance requirements, or (3) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, located at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. CONTRACTOR shall also comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

34. Access to Records. The following access to records requirements apply to this Agreement: (1) CONTRACTOR agrees to provide the CITY, the Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of CONTRACTOR that are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and

transcriptions as reasonably needed. CONTRACTOR agrees to provide the Federal Awarding Agency Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement. In compliance with the Disaster Recovery Act of 2018, the CITY and CONTRACTOR acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the Federal Awarding Agency Administrator or the Comptroller General of the United States.

35. Federal Awarding Agency Seal, Logo, and Flags. CONTRACTOR shall not use the Federal Awarding Agency seal(s), logos, crests, or reproductions of flags or likenesses of Federal Awarding Agency officials without specific Federal Awarding Agency pre-approval.

36. No Obligation by Federal Government. The United States Federal Government is not a party to this Agreement and is not subject to any obligations or Agreement to the CITY, CONTRACTOR, or any other party pertaining to any matter resulting from this Agreement.

37. Program Fraud and False or Fraudulent Statements or Related Acts. CONTRACTOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to CONTRACTOR's actions pertaining to this Agreement.

38. 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: _____

_____
Dane White, Mayor

UNIVERSAL CONSTRUCTION AND ENGINEERING

Date: _____

_____
ALFONSO MONTES, PRESIDENT

_____
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.

ATTACHMENT "A"

Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The CONTRACTOR, UNIVERSAL CONSTRUCTION AND ENGINEERING ("Contractor"), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

Bond No.: _____
Premium: _____

FAITHFUL PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS,

WHEREAS, The City Council of the City of Escondido, State of California, and Universal Construction and Engineering a California Corporation ("Principal"), have entered into that certain Public Improvement Agreement dated _____ ("Agreement," hereby referred to and made a part hereof), whereby Principal has agreed to install and complete certain designated public improvements associated with the Valley Parkway Sidewalk Improvement Project.

WHEREAS, the Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement.

NOW, THEREFORE, we, the Principal and _____, a _____ organized and existing under the laws of the State of California and authorized to act as a surety in the State of California ("Surety"), are held and firmly bound unto the City of Escondido, a California municipal corporation ("City") in the penal sum of Six hundred and six thousand five hundred and ninety one , dollars and seventy cents $606,591.70 , lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such that if the Principal, or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the Agreement and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and the Surety hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, as of this _____ day of _____, 2024.

_____
Name of Principal

_____
Address of Principal

By: _____
Signature of Person Signing on Behalf of Principal

_____
Name of Person Signing on Behalf of Principal

_____
Title of Person Signing on Behalf of Principal

_____
Name of Surety

_____
Address of Surety

By: _____
Signature of Person Signing on Behalf of Surety

_____
Name of Person Signing on Behalf of Surety

_____
Title of Person Signing on Behalf of Surety

(ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY MUST BE ATTACHED.)

APPROVED AS TO FORM:

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

BY: _____

Bond No.: _____
Premium: _____

LABOR AND MATERIALS BOND

KNOW ALL BY THESE PRESENTS,

WHEREAS, The City Council of the City of Escondido, State of California, and Universal Construction and Engineering a California Corporation ("Principal"), have entered into a that certain Public Improvement Agreement dated _____ ("Agreement," hereby referred to and made a part hereof), whereby Principal has agreed to install and complete certain designated public improvements associated with the Valley Parkway Sidewalk Improvement Project.

WHEREAS, under the terms of the Agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Escondido, a California municipal corporation ("City"), to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, the Principal and _____, a _____ organized and existing under the laws of the State of California and authorized to act as a surety in the State of California ("Surety"), are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of Six hundred and six thousand five hundred and ninety one dollars and zero cents $606,591.70 lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

If the condition of this bond is fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or the

specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, as of this _____ day of _____, 2024.

_____
Name of Principal

By: _____
Signature of Person Signing on Behalf of Principal

_____
Address of Principal

_____
Name of Person Signing on Behalf of Principal

_____
Title of Person Signing on Behalf of Principal

_____
Name of Surety

By: _____
Signature of Person Signing on Behalf of Surety

_____
Address of Surety

_____
Name of Person Signing on Behalf of Surety

_____
Title of Person Signing on Behalf of Surety

(ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY MUST BE ATTACHED.)

APPROVED AS TO FORM:

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

BY: _____

STAFF REPORT

November 20, 2024
File Number 0600-10; A-3535

SUBJECT

AWARD CONSTRUCTION CONTRACT FOR FIRE STATION TRAINING TOWER REFURBISHMENT PROJECT

DEPARTMENT

Fire

RECOMMENDATION

Request the City Council adopt Resolution No. 2024-157 awarding the Fire Station Training Tower Refurbishment Project ("Project") to WRG Fire Training Simulations Systems, Inc. determined to be the lowest responsible and responsive bidder, and authorizing the Mayor, on behalf of the City, to execute a Public Services Agreement in the amount of $323,900.

Staff Recommendation: Approval (Fire Department: John Tenger, Fire Chief)

Presenter: Tyler Batson, Division Chief

ESSENTIAL SERVICE – Yes, Maintenance of Infrastructure

COUNCIL PRIORITY – N/A

FISCAL ANALYSIS

Sufficient funding for this contract is supplied through a Pass-Through Grant from the State of California, along with general fund resources.

PREVIOUS ACTION

On April 5, 2023, the City Council adopted Resolution No. 2023-38 to accept Fiscal Year 2022 State of California Pass-Through Grant funds in the amount of $250,000 for Project services.

BACKGROUND

The fire training tower at Fire Station No. 1, located at 310 N. Quince Street, Escondido, CA 92025, was constructed in 2009 and has not been renovated or refurbished since ("Tower"). The Tower is used for a variety of realistic and essential training exercises that help the Escondido firefighters develop the skills needed to handle emergency situations safely and effectively.

CITY of ESCONDIDO

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Live fire training exercises take place in the Tower's two burn rooms, with each session referred to as an evolution. Approximately 80 evolutions are conducted annually. This training allows firefighters to gain practical experience in understanding fire behavior, managing heat, smoke, and flames, and applying firefighting techniques in realistic scenarios.

The Tower's age and the frequent use of the burn rooms have led to significant deterioration of the lining, making it unsafe to continue live fire training exercises.

This Project involves demolishing the failed liner system inside both the first and second-floor burn rooms of the Tower and installing a new 'Fire Command High Temperature Liner System'.

Refurbishing the Tower burn rooms will offer several benefits:

1. Improved Safety: Upgrading the liner system will enhances the structural integrity of the burn rooms, reducing the risk of damage or collapse during high-temperature training exercises.

2. Realistic Training Environment: A refurbished burn room better simulates real fire conditions, providing firefighters with a more accurate environment to hone their skills in a safe and controlled setting.

3. Increased Durability: The new, high-temperature-resistant materials will extend the life of the burn rooms, making them more resilient to the intense heat and stress they endure during repeated training sessions.

4. Cost-Effectiveness: Refurbishing the existing structure is more affordable than building a new tower.

5. Regulatory Compliance: Modernizing the burn rooms will ensure they meet current safety and training standards, helping Escondido Fire remain compliant with state regulations.

On March 29, 2024, one bid was received in response to the City's Request for Proposal No. 24-24 for the Project. This type of construction and refurbishment Project is highly specialized, with only a limited number of companies capable of performing this kind of work. The sole bid received was from the company that originally constructed the Tower in 2009. Staff recommends awarding the construction contract at this time.

The total for the one bid submitted is listed below:

WRG Fire Training Simulations Systems, Inc. $323,900

CITY of ESCONDIDO

STAFF REPORT

RESOLUTIONS

a) Resolution No. 2024-157
b) Resolution No. 2024-157— Exhibit "A"— Public Service Agreement with WRG Fire Training Simulations Systems, Inc.

RESOLUTION NO. 2024-157

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC SERVICES AGREEMENT FOR THE FIRE STATION TRAINING TOWER REFURBISHMENT PROJECT

WHEREAS, the City of Escondido desires to refurbish the fire training tower located at 310 N. Quince Street, Escondido, CA 92025 ("Project"); and

WHEREAS, on April 5, 2023, the City Council adopted Resolution No. 2023-38 to accept Fiscal Year 2022 State of California Pass-Through Grant funds in the amount of $250,000 for Project services; and

WHEREAS, the remaining Project costs will be covered using general fund resources; and

WHEREAS, a Notice Inviting Bids for Project services was duly published on March 8, 2024 ("Notice"); and

WHEREAS, pursuant to said Notice, one bid for the Project was received and evaluated on March 29, 2024; and

WHEREAS, WRG Fire Training Simulations Systems, Inc. was determined to be the lowest responsive and responsible bidder for the Project; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to authorize a Public Services Agreement with WRG Fire Training Simulations Systems, Inc. in the amount of $323,900 to complete Project services.

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

1. That the above recitations are true.

2. That the City Council authorizes the Mayor to execute, on behalf of the City, a Public Services Agreement with WRG Fire Training Simulations Systems, 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.

CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT

This Public Services Agreement ("Agreement") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: John Tenger
760-839-5408
("CITY")

And: WRG FIRE TRAINING SIMULATIONS SYSTEMS, INC.
a Oregon corporation
1100 Industry Parkway
Attn: William Gee
503-925-1475
("CONTRACTOR").

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

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

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

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

2. Compensation. In exchange for CONTRACTOR's completion of the Services, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **$323,900**. CONTRACTOR 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. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.
3. Performance. CONTRACTOR shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONTRACTOR shall be

responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONTRACTOR pursuant to this Agreement, except that CONTRACTOR shall not be responsible for the accuracy of information supplied by the CITY.

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

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

6. Insurance Requirements.

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

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

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

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

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

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

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

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

edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.

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

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

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

(6) *Waiver of Subrogation*. CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its agents, representatives, employees and subcontractors.

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

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

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

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

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

f. Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONTRACTOR fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY

may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONTRACTOR to stop work under this Agreement and/or withhold any payment that becomes due to CONTRACTOR until CONTRACTOR demonstrates compliance with the insurance requirements in this Agreement.

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

   a. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall 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 performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

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

   c. All terms and provisions within this Section 7 shall survive the termination of this Agreement.

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

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

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

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

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

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

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

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

16. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.

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

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

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

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

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

22. Department of Industrial Relations Compliance. This public project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post all job site notices required by regulation. CONTRACTOR, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the

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

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

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

(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: _____

_____
Dane White
Mayor

WRG FIRE TRAINING SIMULATIONS SYTEMS, INC.

Date: _____

_____
Barbara Gee, President

Date: _____

_____
Ruth Shaw, Secretary

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

BY: _____

DATE: _____

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

ATTACHMENT "A"

Scope of Work

A. General

WRG Company, Inc., an Oregon corporation ("Contractor") will provide the City of Escondido, a California municipal corporation ("City") with training tower refurbishment services.

B. Location

Contractor will provide services at the City's facility located at 310 N. Quince Street, Escondido, CA 92025.

C. Services

1. Contractor shall furnish all labor, parts materials, equipment, and transportation necessary to provide and install a thermal lining system that meets NFPA 1402 Standards. This installation will require demolition of existing failed liner systems.
2. Liner shall be installed using pre-engineered and stamped design installation drawings. Installer shall follow installation design drawings and make no deviations unless approved by manufacturer.

D. Scheduling

Contractor to schedule specific dates of work in advance by contacting Alex Koji at 760-839-6131 or alex.koji@escondido.gov. Work shall be performed in-between the hours of 7 a.m. and 5:00 p.m., Monday through Friday.

E. Contract Price and Payment Terms

The contract price shall not exceed **$323,900**. 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.

F. Term

The term of this Agreement shall be from the Effective Date of the Agreement through **December 31, 2024.**

G. Other

1. Warranty on products provided under this installation shall contain the same terms and conditions as stated in the original product warranty.
2. Contractor will providing training on care and maintenance of installed materials.

STAFF REPORT

November 20, 2024
File Number 0600-10; A-3537-1

SUBJECT

FIRST AMENDMENT TO MATRIX CONSULTING GROUP, LTD. IN THE AMOUNT OF $96,250 FOR DEVELOPMENT SERVICES STREAMLINING PROJECT

DEPARTMENT

Development Services Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2024-176 to approve the First Amendment to the Consulting Services Agreement with Matrix Consulting Group, Ltd. in the amount of $96,250 for the Development Services Streamlining Project

Staff Recommendation: Approval (Development Services: Christopher W. McKinney, Deputy City Manager)

Presenter: Megan Crooks, Management Analyst II

ESSENTIAL SERVICE – Yes, internal requirement in support of development services

COUNCIL PRIORITY –

FISCAL ANALYSIS

This first amendment to the Consulting Services Agreement ("CSA") with Matrix Consulting Group, Ltd ("Consultant"), Exhibit "A" to Resolution No. 2024-176, will be split between the Building, Engineering and Planning Professional Services FY 2024-25 budgets. The Development Services has a net balance of approximately $175,000 available in Professional Services, therefore this amendment has a net zero impact to the General Fund. Future phases of work recommended from this amendment will require additional funds to be allocated to the project.

PREVIOUS ACTION

Staff released Request for Proposal ("RFP") No. 24-15 for Development Process Streamlining Services on November 9, 2023, and received three proposals by the deadline of December 18, 2023. Staff selected Matrix Consulting Group, Ltd. as the most responsive firm and executed a contract in the amount of $149,940 on March 4, 2024.

CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

In Fiscal Year 2022-23, the Community Development Department (Building, Code Compliance, and Planning), the Engineering Department and Housing and Neighborhood Services were brought together collectively as the new Development Services Department. The purpose of this reorganization is to better facilitate land use and development services within the City which led to the initiation of a Development Streamlining project with the Consultant. To date, the Consultant has studied each service area and the respective development processes that are currently in place, interviewed individual staff members and technical groups of staff (including those outside the department), surveyed customers and department employees, and prepared a report on initial key findings and opportunities related to the development review, permitting, and inspection processes for the City of Escondido.

An additional service that is included in the Consultant's CSA is to provide an assessment and conceptual plan for office space improvements to best facilitate the Consultant's recommended streamlined services to the public. After consideration of the existing architectural constraints present within the Development Services Department, staff determined additional architectural programmatic space planning efforts are needed to ensure the preliminary concepts are feasible. In June 2024, staff met with the Consultant's partner architectural firm FFKR for a site visit and thereafter, received a cost estimate from the Consultant for both a programmatic phase of work and a schematic design phase of work (Attachment "1" and Attachment "2")

At this time, staff recommends the City move forward with the programmatic phase of work. This space planning will consider the Consultant's recommended streamlining program while also considering any electrical or mechanical constraints of the existing space. The resulting document can be utilized to reconfigure counter and workspace to facilitate the streamlined methodologies presented by the Consultant at a later time should funding be made available.

RESOLUTIONS

a) Resolution No. 2024-176
b) Resolution No. 2024-176—Exhibit "A"— First Amendment to Consulting Services Agreement with Matrix Consulting Group, Ltd.

ATTACHMENTS

a) Attachment "1"—FFKR Programming and Schematic Design
b) Attachment "2"—Phase Duration
c) Attachment "3"— Original Executed CSA
d) Attachment "4"— Certificate of Liability Insurance
e) Attachment "5"— Business License Certificate
f) Attachment "6"— Matrix Consulting Group Resolution

RESOLUTION NO. 2024-176

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, AMENDMENT NO. 1 TO THE CONSULTING AGREEMENT WITH MATRIX CONSULTING GROUP, LTD. FOR THE DEVELOPMENT SERVICES STREAMLINING PROJECT FOR THE DEVELOPMENT SERVICES DEPARTMENT

WHEREAS, the City of Escondido ("City") has allocated funding in the adopted operating budget for various professional services in the Development Services Department ("Department"); and

WHEREAS, additional space planning work is necessary to complete the assessment of the department for streamlining services; and

WHEREAS, it is in the City's best interest to execute Amendment No. 1 to the consulting agreement with Matrix Consulting Group, Ltd. for development services streamlining in the amount of $96,250.

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

1. That the above recitations are true.

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

3. That the City Manager retains the authority to approve additional contract amendments up to $37,485 in accordance with the Municipal Code.

CITY OF ESCONDIDO
FIRST AMENDMENT TO CONSULTING AGREEMENT

This First Amendment to Consulting Agreement ("First Amendment") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Megan Crooks
760-839-4021
("CITY")

And: Matrix Consulting Group, Ltd.
a California corporation
1650 S. Amphlett Blvd., Ste 213
San Mateo, CA 94402
Attn: Richard Brady
650-858-0507
("CONSULTANT").

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

WHEREAS, the Parties entered into that certain Consulting Agreement dated March 3, 2024 ("Agreement"), wherein CITY retained CONSULTANT to provide services for assessment of the development process and recommendation of streamlined development services provided to the public, as more specifically described in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to include additional services as described in "Attachment A" to this First Amendment, which is attached hereto and incorporated herein by this reference.

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

Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.

3. The CITY will compensate CONSULTANT in an additional amount not to exceed the sum of **$96,250**, pursuant to the conditions contained in "Attachment A" to this First Amendment.

4. All other terms of the Agreement not referenced in this First Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this First, this First Amendment shall prevail.

5. This First Amendment and the Agreement, together with any attachments or other documents described or incorporated therein, if any, constitute the entire agreement and understanding of the Parties, and there are no other terms or conditions, written or oral, controlling this matter.

6. This First Amendment may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document. Delivery of an executed signature page of this First Amendment by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.

7. Unless a different date is provided in this First Amendment, the effective date of this First Amendment shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____ _____
Dane While, Mayor

MATRIX CONSULTING GROUP, LTD.

Date: _____ _____
Richard Brady, President

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

BY: _____

DATE: _____

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

ATTACHMENT "A"

Scope of Work

A. General

Matrix Consulting Group, Ltd., a California corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with consulting services related to the City's Development Service Department's Streamlining and Space Planning project.

B. Location

Consultant to provide services in relation to the City's Development Services Department's Streamlining and Space Planning. It is anticipated that services will be provided at both Escondido City Hall located at 201 N. Broadway, Escondido, CA 92025, and various remote locations.

C. Services

In addition to the services described in the Agreement, Consultant shall provide services as described in **Exhibit 1** to this Scope of Work, which is attached hereto and incorporated by this reference. In the event of a conflict between this Agreement (including this Scope of Work) and Exhibit 1, the terms of this Agreement shall prevail. Services shall include space planning and architectural expertise and advisement with the deliverable of an assessment report and program document for the first floor of City Hall.

1. Facility Assessment: Evaluate the existing facility conditions to include finishes, mechanical (HVAC) systems, plumbing, and electrical (including lighting and power) systems. A report utilizing written narrative and photographic evidence will be submitted with recommendations. This report will be included in the overall programming document.
2. Programming Document: This portion of the document will include sections related to space standards, employee surveys about their current space, space standards, a table outlining proposed future spaces organized by department or functional work group, narratives about recommended building systems and any spaces they require, preliminary space plan options, and possible phasing plans for the implementation of the work. A preliminary, rough order of magnitude cost estimate will be provided based off of the preferred space plan and accompanying building systems narratives.

D. Scheduling

Consultant to schedule specific dates of work in advance by contacting Megan Crooks at 760-839-4021 or Megan.Crooks@escondido.gov. Further instructions will be provided upon scheduling. The overall project timeline will be followed as shown in Exhibit 2 to this Scope of Work.

E. Contract Price and Payment Terms

The contract price of this First Amendment shall not exceed **$96,250**. The contract price of this First Amendment ($96,250) will bring the total contract price of the Agreement to **$246,190**. The contract price of this First Amendment 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.

F. Term

The term of this First Amendment shall be from the Effective Date of the this First Amendment through **June 30, 2025.**

ATTACHMENT "B"

Personnel List

Pursuant to Section 2 of the this First Amendment, CONSULTANT shall only assign performance of Services to persons listed below.

1. Alan Pennington, Senior Vice President, apennington@matrixcg.net, Matrix Consulting Group, Ltd.;
2. Aaron Baggarly, Vice President, abaggarly@matrixcg.net, Matrix Consulting Group, Ltd.;
3. Allyson Brekke, Manager, abrekke@matrixcg.net, Matrix Consulting Group, Ltd.;
4. Jocelyn Mathiasen, Manager, jmathiasen@matrixcg.net, Matrix Consulting Group, Ltd.;
5. David Branch, Manager, dbranch@matrixcg.net, Matrix Consulting Group, Ltd.;
6. Joe McDonald, Senior Consultant, jmcdonald@matrixcg.net, Matrix Consulting Group, Ltd;
7. Aarin Holt, Principal Architect, arrinholt@ffkr.com, FFKR Architects;
8. Nate Henrie, Architect, nhenrie@ffkr.com, FFKR Architects; and
9. Ethan Dickenson, PE, Sr. Principal, Ethan.Dickenson@atce.com, Alfa Tech.

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

Acknowledged by:

Date: _____

_____
Richard Brady, President

FFKR ARCHITECTS

PRINCIPALS
J. David Giles, AIA
Russ L. Bachmeier, AIA
Steven A. Goodwin, AIA
Kevin Mass, AIA
David R. Rees, AIA
Eric Thompson, AIA
Jackson Ferguson, AIA
David Brenchley, AIA
Greta Anderson, AIA, ALEP
Mike Leishman, AIA, LEED AP
Elizabeth Morgan, AIA, ALEP
Larry Curtis, AIA, LEED AP BD+C
Michael Dolan, AIA, ACHA, EDAC, LEED AP
Christina Haas, AIA, EDAC, LEED AP
Arrin Holt, AIA, LEED AP
Abram Nielsen, PLA, ASLA, AICP, LEED AP
Jake Bodell, AIA, LEED AP
Preston Dean, AIA

COLLABORATING PRINCIPALS
Kenneth E. Louder, AIA
Jeffrey L. Fisher, AIA
James W. Lewis, AIA, LEED AP
Kip K. Harris, AIA
Mark R. Wilson, AIA, LEED AP
Roger P. Jackson, FAIA, LEED AP
Richard K. Frerichs, AIA, ACHA
James B. Lohse, AIA

FOUNDING PRINCIPALS
Robert A. Fowler, AIA
Franklin T. Ferguson, FAIA
M. Ray Kingston, FAIA
(1934-2022)
Edward Joe Ruben, AIA
(1935-1993)

May 30, 2024

Aaron Baggarly
Vice President
8022 Providence Road, Suite 500-106
Charlotte, NC 28277

Subject: Escondido City Hall Tenant Improvement – Programming anc Schematic Design

Dear Aaron:

FFKR Architects is excited to continue work with Matrix Consulting Group and the City of Escondido as you move forward the effort to review operational procedures for the Development Services Department. We are committed to supporting Matrix through this effort with a specific focus on the space organization and supporting building systems. We have partnered with a local engineering firm, Alfatech, to assist us in evaluating existing conditions and schematic design of the fire suppression/alarm, mechanical, and electrical systems. We anticipate having two main objectives with task one having a two sub-objectives.

1. Programming Document
    a. Sub-Task #1 – Facility Assessment
        i. Evaluate existing facility conditions. Finishes, mechanical (HVAC) systems, plumbing, and electrical (including lighting and power) systems will be evaluated. A report utilizing written narrative and photographic evidence will be submitted with recommendations. This report will be included in the overall programming document.
    b. Sub-Task #2 – Programming Document
        i. This portion of the document will include sections related to space standards, employee surveys about their current space, space standards, a table outlining proposed future

spaces organized by department or functional work group, narratives about recommended building systems and any spaces they require, preliminary space plan options, and possible phasing plans for the implementation of the work. A preliminary, rough order of magnitude cost estimate will be provided based off of the preferred space plan and accompanying building systems narratives.

2. Schematic Design
    a. Once approval of a preferred space plan has been given, FFKR/Alfatech will begin schematic design. This will provide the city with a base design to be used to establish budgetary numbers to finish design and finalize construction. A cost estimate will also be provided at the end of schematic design. As part of this objective, our MEP engineer will begin design for a replacement HVAC system and upgrading electrical and technological backbone for the entire building for future upgrades the city may desire.

Each of the above objectives will have multiple tasks included in it and involve progress meetings. FFKR anticipates a total of seven (7) trips on-site spread between two individuals. Six of the trips will be day trips for check-in or review meetings at the mid-point of end of each objective. One (1) trip will be a multi-day trip to conduct department interviews, field measure the building, and collect other information on-site. We have included a line-item fee of cost-estimating services. The final fee for cost estimating will be passed through to Matrix with no markup.

We respectively submit the following fee proposal for the completion of the objectives stated above:

Description of Fee	Programming Document	Schematic Design	Total Fee
FFKR Architects & Planners	$ 76,520	$ 69,160	$ 145,680
Alfatech (MEP Engineers)	$ 15,000	$ 112,000	$ 127,000
3rd-Party Cost Estimate	$ 5,000	$ 5,000	$ 10,000
Total Design Fee	**$ 96,520**	**$ 186,160**	**$ 282,680**

We have attached a breakdown of the cost of each objective on the following pages.

Our tentative schedule is to have the completed programming document submitted to you by the end of August and have the schematic design package finalized by the middle of November.

We are grateful to be a part of the ongoing effort for this project and look forward to becoming fully engaged in the project as soon as possible. If I can be of any assistance to you as you review this proposal, please feel free to contact me at your convenience.

Sincerely,

Arrin A. Holt, AIA, LEED™ AP
Principal Architect
Director – Civic, Government & Transportation Studio

cc: Nate Henrie, AIA, WELL AP

Task Based Hours

						Anticipated Hours
Programming						**554**
Architectural Drawings						**108**
See Sheet List						
Specifications						**-**
Draft Specifications					0	
As-Built Verification						**8**
Measurements on Site					8	
Facility Assesment						**20**
Narrative writing and compilation of facility assessment					20	
Space Survey to Employees						**10**
Draft and distribute					6	
Analyze					4	
Space Standards						**30**
Compile current industry space standards for use in space planning exercise					30	
Matrix of Space						**120**
Creation and management of database of personnel/spaces in scope and associated space needs					120	
Diagrams						**50**
Generation of diagrams (adjacency, bubble diagram, et cetera)					50	
Phasing Analysis						**16**
Evaluation of phasing for construction (includes graphics and narrative description).					16	
Narratives						**50**
Writing and editing of text within the document					50	
Program Document						**80**
Compilation of work product into final program report issued to city					80	
Travel (7 on-site visits split between two people)						**30**
Travel Time					30	
Meetings						**32**
On-site Program Review Meetings	1	mtgs.	2	Attendees @	2 hrs/=	4
Consultant Meetings (remote)	2	mtgs	2	Attendees @	1 hrs/=	4
On-site Interviews	3	days	1	Attendees @	8 hrs/=	24
Schematic Design						**532**
Architectural Drawings						**444**
See Sheet List						
Specifications						**20**
Draft Specifications					20	
Travel (7 on-site visits split between two people)						**40**
Travel Time					40	
Meetings						**28**
Design Meetings (remote)	2	mtgs.	2	Attendees @	3 hrs/=	12

Consultant Meetings (remote)	2	mtgs	2	Attendees @	2	hrs/=	8	
On-site Review Meetings	2	mtgs	2	Attendees @	2	hrs/=	8	

TOTAL TASK BASED HOURS	**1,086**
Reimbursable Travel Expenses	$4,500
Total Architectural Fee	**$ 145,680.00**

Anticipated Sheet List

Sheet Series #	Sheet Series Description	Programming			Schematic Design		
		# of sheets	Hours / sheet	Total Hours	# of sheets	Hours / sheet	Total Hours
G001	Code Review, ADA & Exiting	1	0	0	1	20	20
	Sheet Index	1	0	0	1	8	8
GI000	Exiting / Occupant Load Plans	1	0	0	1	24	24
GI000	Fire Protection Plans	1	0	0	1	12	12
AS100	Site Plans	1	8	8	1	8	8
AD100	Demolition Plans	1	20	20	4	20	80
AE100	Floor Plans	1	80	80	4	20	80
AE100	Reflected Ceiling Plans	4	0	0	4	20	80
AE300	Building Sections	-	0	0	2	20	40
AE400	Interior Elevations	1	0	0	1	24	24
AE600	Door Schedule	1	0	0	1	4	4
AE600	Window Elevations	1	0	0	1	4	4
AF100	Finish Schedule	1	0	0	1	20	20
AF100	Finish Plans	1	0	0	1	20	20
IF100	Furniture Plans	1	0	0	1	20	20
	Total Hours Production	**17**		**108**	**25**		**444**
	Total Fee		**$**	**14,040.00**		**$**	**57,720.00**

5/29/24

US LOCATIONS
San Jose - HQ
San Francisco
San Diego
Monrovia
Orange

INTERNATIONAL
Europe
Asia
Middle East
Latin America

Mr. Nate Henrie
FFKR
730 Pacific Avenue
Salt Lake City, Utah 84104

Regarding: Escondido City Hall TI

Subject: Proposal for MEP Engineering Design Services / pps 240511

Dear Nate:

Thank you for requesting this proposal from AlfaTech (AT) to provide engineering design services for the tenant improvement of the subject project. This proposal is based on the discussion we had on 5/20/24, and the follow up email we received on 5/22/24.

PART 1 - PROJECT DESCRIPTION

The proposal is regarding the proposed TI at the Escondido City Hall located at 134 Valley Parkway in Escondido, CA. The building is approximately 70,000SF, and the TI consists of approximately 32,500SF. In addition to the TI, the City is planning to replace/update the entire MEP/FP/LV building infrastructure as necessary with modern and/or energy efficient equipment that will last for the next 30 years. The building was constructed in 1985, and the MEP systems are original to the building. This project consists of three parts:

- Facility Assessment – AlfaTech will evaluate the mechanical, electrical, plumbing, fire alarm, fire protection, and low voltage infrastructure of the existing building. To the extent that we can visually observe, AlfaTech will validate the as-builts and take inventory of the existing equipment. The existing equipment will be visually inspected, and any deficiencies will be noted. All existing utilities, including electricity, gas, water, sewer, and sanitary will be identified and evaluated.

- Programming Assistance – AlfaTech will provide initial equipment and room sizes for all systems in our scope.

- Schematic Design – AlfaTech will provide an “enhanced” schematic design that will serve as bridging documents for the following project. The schematic design will incorporate approximately 32,500SF of renovation as well as the upgrade of the building MEP/FP/LV infrastructure. These drawings may be used to obtain accurate pricing information for all systems in our scope. Along with a programmatic update, the 32,500SF TI will provide:

    - New HVAC distribution to the renovated spaces.

    - New power and lighting to the renovated spaces.

    - Additional restrooms to the employee areas.

    - Lactation and wellness rooms with plumbing support.

    - Breakroom renovations.

For the purpose of accomplishing this project, AT is pleased to offer the following services.

PART 2 - SCOPE OF SERVICES

General

2.1 Evaluate and replace (as necessary) the heating, ventilating, and air conditioning systems as well as building management systems (controls).

2.2 Evaluate and replace (as necessary) the plumbing systems (sanitary waste, domestic cold and hot water, natural gas.

2.3 Evaluate and replace (as necessary) the power distribution.

2.4 Evaluate and replace (as necessary) the lighting and lighting controls. Lighting and lighting controls in the renovated spaces will be provided to match the new program. Lighting for the remainder of the building will be replaced like-for-like with energy efficient LED fixtures, and the lighting controls are assumed to remain as-is. Note that new or replacement specialty lighting in front-of-house or public spaces such as the lobbies, foyers, and conference rooms will be specified by the architect or lighting designer. Note that AlfaTech offers specialty lighting design as an add/alternate.

2.5 Evaluate the existing structured cabling infrastructure. It is assumed the existing structured cabling infrastructure will remain in place. Provide new infrastructure (as necessary) as part of the tenant improvement. The new infrastructure (if required) will be specified so as to provide future support for the entire building.

2.6 Design and coordinate the Telecommunications Room layout for the tenant improvement. Work with IT staff to define the functional requirements of the TR and coordinate with other design team disciplines so that the functional requirements of the TR are implemented in the final design. This will include review of the power and grounding requirements that are required to support the active equipment to be located within the Telecommunications Rooms.

2.7 Evaluate and replace (as necessary) the fire sprinkler systems for the tenant improvement. Design of the fire sprinkler system will comprise performance specifications, the contractor will complete design and layout of the sprinkler system including coordinated shop drawings and hydraulic calculations and will be the engineer of record for the fire sprinkler system.

2.8 Evaluate and replace the fire alarm system for the tenant improvement. The design of the fire alarm system will comprise performance specifications and general location of fire alarm devices within the tenant improvement; the contractor will complete shop drawings and all calculations and will be the engineer of record for the fire alarm system. The replacement of the existing fire alarm devices, panels, and terminal cabinets outside of the tenant improvement will be noted in the performance specifications, however, general locations will not be indicated on the plans.

2.9 Design the power connections in the tenant improvement for building equipment, such as office furniture, microwaves, coffee machines, and other owner-provided equipment. Our documents do not include information that is contained on vendor drawings (such as wiring diagrams, electrical controls, etc.)

2.10 Provide prescriptive-method mechanical, lighting, energy code compliance calculations and forms.

2.11 Coordinate structural support for MEP equipment with Architect and Structural engineer.

2.12 Coordinate our work with other team members.

2.13 Prepare CSI-formatted specification documents that describe the design intent.

PART 3 - PROJECT DELIVERABLES

Facility Assessment

3.1 AlfaTech will perform an on-site evaluation. This evaluation will include representatives for all disciplines (MEPT). For the purposes of this proposal we assume that facility representatives will be on site and will provide access to all mechanical, electrical, plumbing, and technology spaces including the roof. We assume a ladder will be provided by the facility for our use in opening ceiling tiles and evaluating above-ceiling conditions.

3.2 A field conditions report will be provided that summarizes our findings. The client and the City will be asked to review the findings, and AlfaTech will attend up to three (3) meetings with the client and the City to review our recommended solutions. It is assumed that upon completion of the meetings, the City will indicate which recommendations are acceptable.

3.3 Based on the accepted recommendations, AlfaTech will prepare a Facility Assessment Report. This report will include:

A. A written analysis of the field conditions.

B. Photographs of relevant equipment and conditions.

C. Sketches and/or diagrams relevant to the report.

D. Recommendations for future upgrades, replacements, and/or expansions.

Programming Assistance

3.4 Review and comment on the program requirements and facility standards that are set forth by the City.

3.5 Provide space requirements to support mechanical, electrical, technology, and plumbing/FP equipment rooms and distribution.

Schematic Documents Phase

3.6 Examine the compatibility of the MEP systems with the project requirements. Outline the modifications, replacements, and upgrades to building HVAC, electrical, plumbing, technology, and fire protection systems to meet the recommendations set forth in the Facility Assessment.

3.7 Identify pertinent code issues and proposed solutions.

3.8 Work with the City’s Information Technology representatives to review existing Structured Cabling Standards, desired products, performance criteria, and installation considerations.

3.9 Prepare a Schematic Design package including selected plans or sketches and narratives outlining design criteria and concepts for major systems design consistent with

project guidelines. Prepare drawings as requested and as appropriate with the scope, which may include the following:

A. Developed floor plans, including major equipment locations; main mechanical ducts and pipe routing; main plumbing pipe routing; and main electrical pathways, risers, shafts, electrical device layout, lighting fixture schedule, lighting layout; and mechanical and plumbing equipment schedules

B. Mechanical zoning Diagrams.

C. Electrical single-line diagrams.

D. Preliminary construction details as required.

3.10 Preliminary coordination of mechanical/electrical design with other project consultants.

3.11 Review and comment on applicable portions of the conceptual-level cost estimate that is prepared by Client's contractor or cost estimator.

3.12 Attend weekly meetings during this design phase by all disciplines, via online meeting.

PART 4 - PROJECT ASSUMPTIONS

4.1 We assume the following basic assumptions regarding existing systems apply:

A. HVAC: Air conditioning and ventilation of sufficient quantity and quality, are provided by the building systems for the TI space needs. It is understood that base building system does not provide a dedicated HVAC system for tenant spaces requiring 24/7 HVAC, fitness area, or food catering area.

B. Plumbing: There is adequate domestic water, sanitary and vent connections to address the TI requirements.

C. Fire Protection: Building fire protection system, including standpipe, loop, and fire alarm system are available to connect to serve the tenant requirements.

D. Electrical: There is sufficient power capacity provided at the service equipment to accommodate the TI requirements.

4.2 A computer generated 3-D model (BIM/Revit) of building along with existing structure, including sheet borders, floor plans, roof plans, site plans, reflected ceiling plans, will be provided by the Architect. Preparation of a 3D model of existing conditions is not included.

4.3 "As-built" drawings, shop drawings and/or design drawings representing the general capacity and configuration of base building systems will be made available to AT. Exhaustive survey of existing systems are not included in our services.

4.4 Demolition drawings are not included as part of this project. It can be provided as an additional service.

4.5 Cost estimating is by others.

4.6 Specification and location of fire extinguishers and fire hose cabinets are by the Architect.

4.7 Building has sufficient utility services capacity (electricity, gas, water, sewer, sanitary). No utility service upgrade is assumed.

4.8 There will be an acoustical consultant hired by others on the project where required.

4.9 The following spaces are not included in this project: food service/food preparation facility (i.e., grease hoods, dishwashing systems), child care center, fitness center and data center type spaces are not included in this project.

4.10 Existing engineered systems and utilities have adequate capacity to accommodate the project loads, unless otherwise noted in this proposal.

4.11 Preparation of short circuit, coordination and arc fault studies is not included. If required, this service can be provided as an add/alternate.

4.12 Our contract documents will be two-dimensional drawings and written specifications. AT will produce a BIM model of the mechanical and electrical (MEP) systems for the project.

4.13 Work outside of the building foot print is excluded.

4.14 There is no backup generator required for this project.

4.15 LEED or WELL design services are excluded. A separate additional fee line item is provided if project decides to pursue these certifications . We assume there will be a LEED or WELL administrator on the project to help manage and process. AT will provide LEED design services related to MEP required items.

4.16 Energy code compliance or LEED energy “performance-based compliance” modeling, if required, can be provided as an additional service. AT is providing an alternate fee for energy modeling should it be required as a separate work authorization.

PART 5 - ADDITIONAL SERVICES

5.1 AT will provide and proceed with Additional Services Requests (ASR’s) when authorized in writing by Client. Additional Services will be billed in accordance with terms of our contract or at a negotiated fixed fee, to be determined.

5.2 Any work beyond AT’s assumptions or scope of our contract (schedule, scope, exhaustive studies, etc.) will be considered Additional Services.

5.3 Value engineering redesign that arises from budget constraints of trades outside our scope of work and in the absence of a predesign construction budget for our scope of work will be considered Additional Services.

5.4 Client-requested design or programmatic changes after the completion of any Phase will be considered Additional Services.

5.5 Attendance in project meetings beyond the specified quantity.

5.6 Performance based Title 24 calculations and forms will be considered additional services. Energy modeling services for compliance modeling or LEED is quoted separately.

5.7 Participation is commissioning meetings or commissioning process unless otherwise noted.

5.8 Coordination of new utility services and preparation of application forms to the city, or the local utility companies for new water, fire protection, natural gas, and electrical services to the building.

5.9 Solar PV and battery storage design.

5.10 EV charging stations.

5.11 Additional back-checks (one back check is included) of punch-list items can be provided as an aadditional service.

5.12 Review and comments on scope and magnitude of contractor's construction change orders can be provided as an additional service.

5.13 Filing contract documents with the local building department. Negotiation of variances with local agencies for mechanical, electrical, and life safety codes.

5.14 Construction Administration services, such as additional site visits or regular attendance in contractor BIM or shop drawing coordination meetings in person or by phone.

5.15 Multiple reviews of equipment submittals and shop drawings. AT has included one review and another final back check if required.

PART 6 - DOCUMENT PRODUCTION AND FILE TRANSFER

Building Information Modeling (BIM)

We understand the project will use Autodesk Revit MEP 2024 utilizing BIM 360 (Dependent upon Architectural Preference). The variation and expectations related to BIM can vary significantly from project to project. We have based our fee on the following standard BIM deliverables. These items are not a premium beyond what would be required for a standard AutoCAD 2D delivery method.

AlfaTech will prepare a single Revit model that contains all mechanical, electrical and plumbing objects.

a. 2D prints and documents will be prepared from the 3D Revit Model. There will be no duplication of information in AutoCAD or a similar 2D based CADD environment.

b. We have included in our fee the use of Revit for the purposes of design document production and design clash detection. We have excluded delivery of an As-Built Revit model, participation in clash detection meetings with the contractor.

c. We have assumed that the Revit model will be constructed using industry standards and delivered to the Contractor and Owner "As-Is" with no additional modifications to parameters or information in the model beyond what is provided in the AlfaTech Standards. Revisions to the model to include additional information will be an add service.

BIM Model Clash Detection

No BIM model clash detection is assumed to be required.

Revit Model Updates

We have assumed that the model will be continuously updated by the architect**;** models submitted by the architect less than two (2) weeks prior to each submittal will be evaluated to determine whether the model can be accepted and the MEP scope of work still be delivered on schedule. AlfaTech will notify the architect if there are any model revisions for revisions that cannot be

incorporated within the project schedule. Alternatively an extension of the delivery date will be granted. The time extension will be negotiated based on the extent of changes to the revised backgrounds. The architect is responsible for providing a clouded set of PDF drawings with an accompanying narrative to identify all changes to model when uploading/ issuing a new model to the design team.

PART 7 - PROJECT SCHEDULE

We will provide you with the services noted above during the time period that is based on the following project schedule:

Project Schedule	Anticipated Duration (weeks)
Facility Assessment	6 weeks
Programming Assistance	4 weeks
Schematic Design	8 weeks

PART 8 - COMPENSATION

Basic Services

AT proposes to perform the services outlined above for the Phased-Fixed Fee amount. This amount will not be exceeded without your prior written authorization.

DESIGN FEE

Phase	Mechanical	Plumbing/FP	Electrical/FA	Technology	Subtotal
Feasibility Study	$5,250	$2,250	$5,250	$2,250	$15,000
Schematic Design	$39,200	$16,800	$39,200	$16,800	$112,000
GRAND TOTAL	**$44,450**	**$19,050**	**$44,450**	**$19,050**	**$127,000**

ADD ALTERNATE SCOPE & FEES:

1. Specialty Lighting Design TBD
2. Short Circuit and Coordinate Study TBD

Note: Services marked as TBD will require additional discussion and scope evaluation before a fee can be provided.

SPECIALTY SERVICE DESIGN FEE:

Architectural Lighting Design Services (see separate proposal)

Reimbursable Expenses

Project-related reimbursable costs will be invoiced at cost plus 10%, over and above the basic services listed above. The estimated allowance for reimbursable expenses is $2,000.

Reimbursable expenses include but are not limited to the following:

1. Printing Costs – Plots, blueprints, vellums, copies, and other reproduction costs.

2. Mailing and delivery expenses.
3. Auto expense (including mileage).
4. Out of Town Travel Expenses.
5. Outside Consultants.
6. Conference Call Expenses

Reimbursable Type	Bill Rate
In-House Final Plots	$2.40/sq. ft.
In-House Check Plots	$0.60/sq. ft.
In-House Prints	$0.15/sq. ft.
In-House Copies	$0.10 each
Mileage	$0.62.5/mile
Out-Sourced Prints/Copies	Cost + 10%
Out-Sourced Delivery/Mailing	Cost + 10%
Out-of-Town Travel Expenses	Cost + 10%
Outside Consultants	Cost + 10%

PART 9 - HOURLY RATES

The hourly rates listed are the project standard rates for the employee billing classifications shown. Please note that employee project related titles may differ from billing classifications, and that rates are subject to annual adjustment.

Effective January 1, 2023

HOURLY RATE SCHEDULE	
Employee Billing Classification	**Hourly Rate**
Partner	$280
Senior Principal	$265
Principal	$245
Associate Principal	$220
Associate	$200
Senior Engineer	$170
Engineer	$155
Design Engineer	$135
Designer	$120
BIM Manager	$150
BIM Specialist	$125
BIM/CAD Operator	$95
Project Administrator	$90
Administrative Support	$85

STANDARD TERMS AND CONDITIONS

AlfaTech (“AT”) shall perform the services outlined in the attached proposal for the stated fee based upon the following terms and conditions. The attached proposal and these terms and conditions are collectively referred to herein as “this Agreement.”

9.1 Scope of Services. The Client and AT have agreed to a list of Basic Services AT will provide to the Client, as listed on the attached proposal. If agreed to in writing by the Client and AT, AT shall provide Additional Services. Additional Services are not included as part of the Basic Scope of Services and shall be paid for by the Client in addition to payment for Basic Services, in accordance with AT’s prevailing fee schedule.

9.2 Validity. The fees referenced in the attached proposal are valid for a period of 30 days from the date of the proposal. Upon written notice to proceed from the Client, it will be mutually understood that this Agreement has been accepted by the Client. A signed copy of this Agreement is required prior to AT commencing services.

9.3 Performance. AT shall perform its services in a manner that is consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. AT will perform these services with reasonable diligence and expediency consistent with sound professional practices. The Client and AT are aware that many factors outside AT’s control may affect AT’s ability to complete the services to be provided under this Agreement. The Client agrees that AT is not responsible for damages arising directly or indirectly from any delays for causes beyond AT’s control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the Client or the Client’s contractors or consultants; or discovery of any hazardous substances or differing site conditions.

9.4 Information Provided by Client. The Client shall furnish, at the Client’s expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. AT may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

9.5 Governing Law and Jurisdiction. The Client and AT agree that this Agreement, and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of California. It is further agreed that any legal action between the Client and AT arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Santa Clara County, California.

9.6 Access. Unless otherwise stated, AT will have access to the site for activities necessary for the performance of AT’s services.

9.7 No Hazardous Materials. AT shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project site.

9.8 Instruments of Service. The Client acknowledges that all reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by AT as instruments of professional service (“Instruments of Service”) shall remain the property of AT. AT shall retain all common law, statutory and other reserved rights, including the copyright thereto. Upon execution of this Agreement, AT grants to the Client a nonexclusive license to reproduce AT’s Instruments of Service for purposes

of constructing, using and maintaining the project for which the instruments were prepared, provided that the Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Any termination of this Agreement prior to completion of the project shall terminate this license. The Client shall not reuse or make any modification to the Instruments of Service without the prior written authorization of AT. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless AT, its officers, directors, employees and sub-consultants (collectively, “AT”) against any damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the Instruments of Service by the Client or any person or entity that acquires or obtains the Instruments of Service from or through the Client without the written authorization of AT.

9.9 Certifications, Guarantees and Warranties. AT shall not be required to sign any documents, no matter by whom requested, that in any way might increase AT’s risk or the availability or cost of its professional or general liability insurance, or that would result in AT's having to certify, guarantee or warrant the existence of conditions AT cannot reasonably ascertain.

9.10 Billings/Payment. Invoices shall be submitted by AT monthly, and are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. Invoices not paid within thirty (30) days of the date of the invoice will be subject to a 1.5% interest charge per month until paid in full. No deductions shall be made from AT's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors. Client agrees to pay all costs of collection, including attorneys’ fees if legal action is required to enforce the payment provisions of this Agreement. If the Client objects to any portion of an invoice, the Client shall so notify AT in writing within fifteen (15) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute with supporting documentation and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within twenty-five (25) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days thereafter in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in AT’s favor and shall be calculated on the unpaid balance from the due date of the invoice.

9.11 Termination/Suspension of Services. This Agreement may be terminated by either party at any time, with or without cause, with written notice submitted ten (10) working days prior to the termination date. In the event of termination, Client will pay AT for all services rendered and reimbursable expenses incurred up to the termination date. If the project is suspended for more than one month or abandoned in whole or in part, AT shall be paid compensation for services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with reimbursable expenses then due and all termination expenses resulting from such suspension or abandonment. If the project is resumed after being suspended, AT’s compensation shall be subject to renegotiation. If the Client fails to make payments when due or otherwise is in breach of this Agreement, AT may suspend performance of services upon five (5) calendar days’ notice to the Client. AT shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, AT shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for AT to resume performance. If the Client still fails to make payment to AT in accordance with the

payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by AT as set forth above.

9.12 Dispute Resolution. The parties agree to first try in good faith to settle any dispute under this Agreement by mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. If the claim or controversy is not settled by mediation, the claim or controversy may be resolved by final and binding arbitration, if the parties so agree, or otherwise by civil litigation.

9.13 Indemnification. AT agrees to indemnify and hold the Client harmless from any claims, damages, liability, loss or cost (including reasonable attorneys' fees and costs of defense) (hereinafter "Claims") to the proportionate extent that such Claims are caused by AT's negligence or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of AT. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence or willful misconduct of Client or Client's other agents, other servants, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Client, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons. AT shall not have an upfront duty to defend, but shall reimburse defense costs pursuant to the indemnity obligation set forth above. The Client shall indemnify and hold AT harmless (including AT's shareholders, officers, directors, agents and employees) from any and all Claims arising out of or relating directly or indirectly to the project except to the extent such Claims are caused by AT's negligence or willful misconduct.

9.14 Responsibility for Costs. AT shall only be responsible for the cost of change orders to the extent they are caused by AT's negligent acts, errors, or omissions, where AT's services were not performed in accordance with generally accepted professional practices. Any value received by Client for such change orders shall be deducted from any liability costs to AT and AT shall be given the opportunity to negotiate with the job contractors and/or other contractors of AT's choice on any items that will result in liability cost to AT prior to the work proceeding. AT shall not be responsible for any costs that result from concealed conditions or any other conditions that are beyond AT's control or that AT would not reasonably be expected to have considered as part of a normal design process. Any charges assessed to AT shall be reduced by the difference between the total contract amount (or total fee budget for time and expense projects) and the actual amount previously paid to AT.

9.15 Construction Phase Responsibilities. AT shall visit the site as set forth in the attached proposal in order to become generally familiar with the progress and quality of the portion of the work completed, and to determine, in general, if the work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. However, AT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. On the basis of the site visits, AT shall keep the Client reasonably informed about the progress and quality of the portion of the work completed, and report to the Client (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the contractor, and (2) defects and deficiencies observed in the work. AT shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, for safety on the job site or for the contractor's failure to carry out the work in accordance with the Contract Documents.

9.16 Limitation of Liability. The Client agrees, to the maximum extent permitted by law, to limit the liability of AT for the Client's damages to a maximum amount not to exceed the fee paid to AT for the project specified in this Agreement. This limitation shall apply

regardless of the cause of action pled or legal theory asserted except as otherwise prohibited by law.

9.17 Waiver of Consequential Damages. AT and Client waive consequential damages for claims, disputes or other matters in question arising out of or related to this Agreement. Consequential damages include, but are not limited to, loss of use and loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph 11.

9.18 Assignment. Neither party to this Agreement shall transfer or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to consultants normally contemplated by AT shall not be considered an assignment for purposes of this Agreement.

9.19 Sole Corporate Liability. It is intended by the parties to this Agreement that the Client's obligations (provided the Client is not an individual) and AT's services in connection with the Project shall not subject the Client's or AT's individual shareholders, officers, directors, members, managers or employees to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client and AT agree that as their sole and exclusive remedy against the other, any claim, demand or suit shall be directed and/or asserted only against the business entities that are the parties to this Agreement, and not against any of the Client's or AT's individual shareholders, officers, directors, members, managers or employees.

9.20 No Third Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or AT.

9.21 Miscellaneous. This Agreement shall be governed by the laws of the State of California. If any provision of this Agreement shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement. This Agreement represents the entire and integrated agreement between the Client and AT and supersedes all prior negotiations, representations, or agreements, either written or oral.

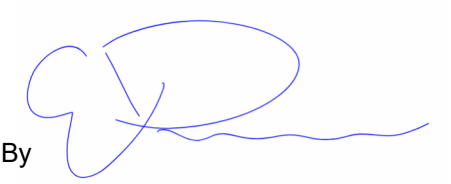
PART 10 - ACCEPTANCE

If this proposal is acceptable to you, please indicate the same by signing and dating below and return an original copy for our records. The parties acknowledge that this proposal may be superseded only by a subsequent formal Agreement executed by both parties. AT requires that such subsequent formal Agreement be executed on its behalf by its Chief Financial Officer.

We appreciate the opportunity to participate in this project with you. If you have any questions, please do not hesitate to call.

Respectfully Yours,

AlfaTech



By

Ethan Dickenson
Managing Director

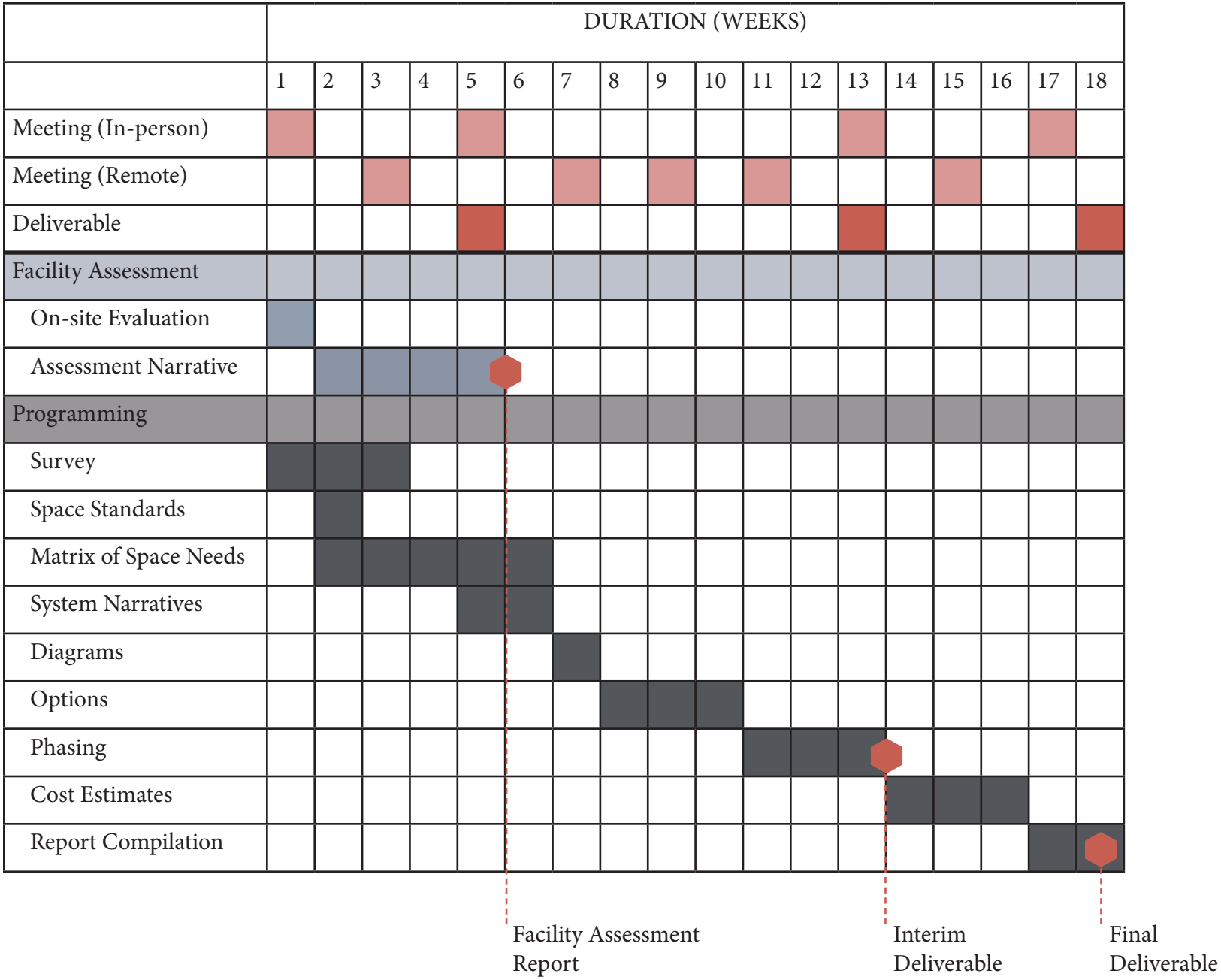
cc: DH

Agreed And Accepted:
FFKR

_____
Name

_____
Title

_____
Date


DURATION (WEEKS)
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Meeting (In-person)
Meeting (Remote)
Deliverable
Facility Assessment
On-site Evaluation
Assessment Narrative
Programming
Survey
Space Standards
Matrix of Space Needs
System Narratives
Diagrams
Options
Phasing
Cost Estimates
Report Compilation
Facility Assessment Report
Interim Deliverable
Final Deliverable

ESCONDIDO
City of Choice

CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Megan Crooks
760-839-4021
("CITY")

And: Matrix Consulting Group, Ltd.
a California corporation
1650 S. Amphlett Blvd., Ste 213
San Mateo, CA 94402
Attn: Richard Brady
650-858-0507
("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 assess the development process and recommend streamlining development services provided to the public;

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").

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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 **$149,940.** CONSULTANT shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent.

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

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

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

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

7. Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

(6) *Waiver of Subrogation*. CONSULTANT hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its agents, representatives, employees, and subcontractors.

(7) *Self-Insurance*. CONSULTANT may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONSULTANT shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONSULTANT's (i) net worth and (ii) reserves for payment of claims of liability against CONSULTANT are sufficient to adequately compensate for the lack of

other insurance coverage required by this Agreement. CONSULTANT's utilization of self-insurance shall not in any way limit the liabilities assumed by CONSULTANT pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.

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

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

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

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

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

23. 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.

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

(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: 03 / 04 / 2024

Sean McGlynn

Sean McGlynn, City Manager

MATRIX CONSULTING GROUP, LTD

Date: 02 / 29 / 2024

Richard P Brady

Signature

Richard Brady President

Name & Title (please print)

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

BY: Elyse Dayrit

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

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ATTACHMENT "A"

Scope of Work

A. General

Matrix Consulting Group, LTD, a California corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with consulting services related to the City's development process streamlining project ("Project").

B. Location

Consultant to provide services at various locations, including certain services located at the Project site located at 201 N. Broadway, Escondido, CA 92029.

C. Services

Consultant to provide the following services which are more particularly described in Exhibit 1, which is attached hereto and incorporated herein by reference. In the event of a conflict between this Agreement (including this Scope of Work) and Exhibit 1, the terms of this Agreement shall prevail. Services under this Agreement shall generally include:

1. Project kick-off meeting;
2. Conduct internal stakeholder meetings and develop a current state assessment;
3. Diagram primary business development review, permitting,and inspection processes;
4. Assess stakeholder satisfaction with development review processes;
5. Compare department operations to industry best practices;
6. Evaluate development review operational practices, technolocy, services levels, staffing, and organizational structure;
7. Develop conceptual adjacency diagrams for a one stop permit center (to occur concurrent with services 1-3 above);
8. Update and create new development services documentation; and
9. Develop a draft and final report and implementation plan.

D. Scheduling

Consultant to schedule specific dates of work in advance by contacting Megan Crooks at 760-839-4021 or mcrooks@escondido.org. Further instructions will be provided upon scheduling.

E. Contract Price and Payment Terms

The contract price shall not exceed **$149,940.** 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.

F. Term

The term of this Agreement shall be for **one year**, commencing on the Effective Date of the Agreement.

ATTACHMENT "B"

Personnel List

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

1. Alan Pennington, Senior Vice President, apennington@matrixcg.net;
2. Aaron Baggarly, Vice President, abaggarly@matrixcg.net;
3. Allyson Brekke, Manager, abrekke@matrixcg.net;
4. Jocelyn Mathiasen, Manager, jmathiasen@matrixcg.net;
5. David Branch, Manager, dbranch@matrixcg.net; and
6. Joe McDonald, Senior Consultant, jmcdonald@matrixcg.net.

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

Acknowledged by:

Date: _____

_____
Richard Brady, President
Matrix Consulting Group, LTD

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Proposal to Provide Strategic Streamlining Services for the Development Services Department

ESCONDIDO, CALIFORNIA

December 18, 2023

matrix consulting group

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matrix consulting group

December 18, 2023

Megan Crooks, Management Analyst II
City of Escondido
201 North Broadway
Escondido CA 92025

Dear Ms. Crooks:

The Matrix Consulting Group, Ltd. is pleased to present our proposal to provide Strategic Streamlining Services for the City of Escondido's Development Services Department. Our proposal is based on our review of Request for Proposal no. 24-14, our research on the City's development review and permitting operations, and our extensive experience analyzing other similar operations in Southern California and across the country.

Our qualifications stand apart from other consulting firms for the following reasons:

- **Extensive experience in analyzing development review operations:** Our project team has worked on dozens of projects assessing development review functions, processes, and ordinances, including process mapping. Our experience includes nearly 200 dedicated studies evaluating development permitting practices across the country.
- **Client understanding:** The Matrix Consulting Group will help the City reach its goals because we spend a significant portion of our project developing an understanding of each client's unique operating environment and their challenges. This holistic perspective is developed through interviews with city staff, executive leadership, elected and appointed officials, prior customers, and stakeholders.
- **Project team qualifications:** We are proposing a highly qualified team that includes former local government practitioners, including planning and permitting officials. Our team includes three former local government development review management staff. Our proposed project team is dedicated specifically to development review related studies.

If you have questions or require additional information, please contact me at 650-858-0507 or rbrady@matrixcg.net. We look forward to discussing our proposal and to the opportunity to work with the City of Escondido.

Richard Brady, President
Matrix Consulting Group, Ltd.

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1. Project Approach and Task Plan

Escondido is similar to many other communities in Southern California in experiencing an increase in development workloads impacting development review staff. Additionally, the City is in the process of updating its permitting software system and transitioning to digital plan submittal and review. The culmination of staffing challenges and technology implementation has resulted in inability to meet performance goals and providing efficient and effective services. This study is to first identify chokepoints in the City's development review, permitting, and inspection processes and develop a plan to standardized educational materials, workflow processes, and forms. The results will be a plan to help the City provide efficient and effective services, deploy technology efficiently, and update the public and internal facing materials needs for the provision of development services.

The following is an overview of our project management plan and proposed task plan.

1. Project Management and Quality Control

The Matrix Consulting Group takes a clearly defined, client-centered project approach to each study we conduct. Key elements of our philosophy and approach to providing consulting services include the following:

- We are objective and data driven. We do not base our recommendations on opinions or simple comparative measures. We ensure that our analysis is based on a comprehensive understanding of our client's unique service level goals, workloads, risks, regulations, and operating environment.

- Our projects are approached with a firm grounding in analytical methodology. Our clients receive detailed analysis of their specific issues. All impacts are identified and analyzed in detail to ensure that recommendations can be implemented, and our clients can understand the reason for change.
- Our projects are characterized by extensive interaction between consultants and clients, including both executive management and policy makers, as well as supervisory and line-level staff. We propose the use of bi-weekly scheduled progress meetings. We propose the use of a City project steering committee to review project schedules, interim deliverables, discuss issues and challenges and will utilize this committee throughout the project.

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- We prioritize formal project management techniques to ensure clear communication, timely task completion, and a thorough analysis of issues. We take pride in delivering our work on time, on budget, and at a level of quality which exceeds expectations.

These four pillars are the foundation for all projects and has served our clients well over the past 20 years.

2. Task Plan

This section presents an overview of the proposed task plan for conducting this engagement and ensuring a thorough review of the Development Services Department's operations. We have structured our task plan in a way that includes an analysis of all requested tasks, identification of findings, develop recommendations and designing a realistic implementation plan.

Task 1 | Project Kick-off Meeting.

Upon execution of the contract the project team will hold a formal project kick-off meeting with key City and department staff to discuss the parameters and reason for this study. The intent of this project kick-off meeting is to confirm the goals and scope of work, finalize the project schedule, and develop an initial understanding of available project data. The City's project steering committee and project manager should be established. At this meeting, we will also establish the bi-weekly project check-in meetings.

The deliverables for the project kick-off meeting will be a project contact list, updated project schedule, identification of first round of staff interviews, and preliminary data collection list.

Task Deliverable – **A project initiation meeting that will confirm the project goals, schedule, and a preliminary data collection list.**

Task 2 | Conduct Internal Stakeholder Meetings and Develop a Current State Assessment.

To evaluate the Development Services Department operations and processes, we need to develop an in-depth understanding of the key issues impacting and shaping service requirements. To develop this perspective, we will conduct interviews with representatives from each of the relevant divisions, City's management, appointed/elected officials, and others involved in the processes facilitated by Development Services staff. These interviews will focus on exploring issues and attitudes in the following areas:

- Adequacy of service levels, and perceived gaps in existing levels of service.
- Organizational changes which have been made in the past several years and perceptions of the impacts of these changes.
- Goals and objectives with regard to the delivery of services in each functional area.

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- Adequacy of management systems and technology, and the extent to which managers utilize this information to make meaningful managerial, operational, and staffing decisions.
- Outsourcing philosophy of the City, the services that are currently outsourced, and additional candidates.
- Identification of relevant workload for staff involved in the review process.

Next, we will develop a detailed description of the services provided and facilitated by the Department. Our focus will be on how services are delivered, staffed, and managed. The development of this detailed description will be based on interviews as well as on the collection of operating information and data, including the following:

- The current organization of the development functions including:
  - The structure and functions of each division and unit.
  - The staffing levels of each division.
  - The basic job responsibilities of staff.
- Documentation of all key operations, including:
  - Service scope and content.
  - Workload data.
  - Basic service levels.
  - The extent of contracted services by type, size, and cost.
- Documentation of the current technology in use in the Department, including:
  - Current (and future) permitting, review, and inspection software systems.
  - Geographical information system.
  - Use of hand-held devices for reporting work in the field.
  - Understand pending technology changes.
  - Performance monitoring systems
- Document current performance targets related to major services areas within the development review process such as turnaround times for permitting processes, percentage of inspections completed within 24 hours of request, etc.
- Document the current coordination mechanism and procedures in place to coordinate service delivery among different departments and divisions.

After the initial data collection activities have been completed, the project team will prepare a summary current state assessment that presents our understanding of the current organization, staffing, and operations related to the services provided by the Department. This current state assessment/profile will then be presented to the City's steering committee for their and staff's

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review. Once completed and reviewed, the current state assessment will provide the basis for analysis conducted and completed in subsequent study tasks.

Task Deliverable – **A current state assessment summarizing the current staffing levels, roles, authority levels and workload for each entity involved in the development process.**

Task 3 | Diagram Primary Business Development Review, Permitting, and Inspection Processes.

During this task, the focus will be the development of detailed process diagrams for the primary development review, permitting, inspection, and business processes facilitated by the Department. We will develop current state workflows that show the existing processes with information detailing which departments/divisions and staff are involved in each process, whether each step is manual or automated, the handoffs between individuals and departments/divisions, the data required from each step, and the timeframe for completion. The process mapping will clearly display all applicable touch points between the applicant and department/city staff and how technology is integrated into the process.

As a result of this task, the Department will be provided with detailed process flow diagrams for their primary development processes. These diagrams will provide both staff and applicants with the ability to clearly understand current development related processes. Diagrams will be utilized to identify potential chokepoints in the process and future recommendations to create a more efficient process for staff and the applicant.

Task Deliverable – **Detailed business process flow diagrams for key development business processes facilitated by the Development Services Department.**

Task 4 | Assess Stakeholder Satisfaction with Development Review Processes.

To ensure that the project team has a good understanding of the customer's perspective of the development review process provided by the City, we will conduct both an online stakeholder survey and three focus group meetings with prior customers and local professional organizations. These efforts will be designed to understand the key concerns that are impacting satisfaction levels. This effort will also be utilized to identify suggestions from customers for improvement opportunities and key strengths of the existing processes and procedures.

In addition to the online survey, the project team would conduct three focus groups with prior customers to elicit more detailed and specific information. The interactivity of a focus group provides clearer feedback and enables the team to follow-up on issues identified in the survey.

Task Deliverable – **Summary of customer feedback from the online survey and focus group meetings identifying key trends and issues related to the permitting process.**

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Task 5 | Compare Department Operations to Industry Best Practices.

The purpose of this task is to evaluate the services provided by the Department related to application review, permitting, and inspection processes, organization, staffing, and operational activities in the context of best management practices in the profession. We will evaluate the programs and practices of the various divisions involved in providing services in areas such as staffing, management and strategic planning, processes utilized, employee training, communication, timelines, technology, educational materials, website, etc.

The best practice assessment will provide an analysis that includes the identification of areas where the Department currently meets or exceeds the best practice and, more importantly, those areas where current gaps and shortcomings exist and therefore present opportunities for improvement of existing operations. The best practice assessment will begin to clearly identify operational issues and will include preliminary analysis of applicable workload and process data.

Task Deliverable – **An evaluation of Department's operations and development review practices compared to best practices and a summary of issues identified from this assessment.**

Task 6 | Evaluate Development Review Operational Practices, Technology, Service Levels, Staffing, and Organizational Structure.

This task involves an evaluation of processes, workload, staff utilization, work practices, technology use, service levels, and organizational structure of the Development Services Department functions. We will address these issues by employing these approaches:

- **Analyze the various development related work processes.** The project team will evaluate current processes, laws, and regulations to identify issues that are driving any inefficiencies in staffing, processes, or other issues that impact the efficiency of the various plan review, permitting, and inspection processes. This task may result in alternative process approaches that will streamline current review, permitting and inspection processes. As a result, a "to-be" process diagram will be created for each primary business process. In addition to the proposed "to-be" process diagrams, narrative will accompany the diagrams to provided context of the proposed changes and the associated operational impacts.
- **Evaluate the adequacy of major work practices utilized by each function.** This analysis will include the review of three years of workload for each development review functional area. Additional analysis will focus on the identification of opportunities to streamline internal processes and assignments as well as work practices to increase productivity and/or enhance their effectiveness. Also, we will identify the degree to which key tasks are not being accomplished due to lack of staff and assess the extent to which tasks could be absorbed through streamlining of work process. Additional analysis would focus on defining specific roles of departments/staff in the processes.

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- **Analyze response and review timeliness.** The focus of this task is to conduct an in depth analysis of response and review timeliness. The project team will evaluate the previous three year's workloads to understand processing timelines by permit type. Analysis will include the timeliness of processing applications (by review entity/function), conducting initial and subsequent application reviews, issuing permits (or approval), scheduling and completion of inspections, and finalizing certificate of occupancies. Also, we will identify where timelines are not in compliance with established performance metrics, adopted local and state ordinance, regulation, or statute, and/or industry best practice. Recommendations may include identification of new performance metrics to align with the City's service level expectations and resource availability.

- **Evaluate customer service including internal and external customers.** The project team will analyze the level of service provided to both internal and external customers. The project team will address coordination between departments / divisions related to the development process and approach used for public outreach and education. The analysis will include an assessment on how to improve coordination and communication between review entities, review of information on the City's website, and the potential impact of alternative operational approaches for customers.

- **Evaluate current technology systems.** This task will focus on understanding and assessing current and future technology systems utilized by the City. The project team will evaluate the current permitting software suite functionality, degree to which GIS is implemented and utilized, how mobile and handheld devices are used in the field (e.g., tablets for inspectors), and the degree to which current systems result in efficient information-sharing and elimination of duplicative input. We will also evaluate how proposed changes to the use of technology may impact efficiencies and operations.

- **Evaluate the skill mix of current staff and determine staffing resource needs.** Our team will evaluate the adequacy of staffing levels to conduct historical workload needs. In this assessment, we will evaluate whether the staff possess the required skills to perform assigned tasks and the total number of in-house and/or contracted staff to complete the current workload within the adopted timelines. Staffing needs will be provided by position classification and include internal and contracted professional, technical, and administrative positions.

- **Assess how the development review functions are organized.** The project team will evaluate the overall plan of organization for the Development Services Department. This analysis will ensure that the organizational structure fosters accountability, appropriate spans of control, adequate communication/collaboration, and staff are empowered to provide better services to the public. The result of this analysis will be a proposed organizational structure for the provision of departmental services and specific staffing levels to meet service demands.

At the conclusion of this task, we will have evaluated all aspects of the Development Services Department's processes and approaches including operational practices, service levels,

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technology, workflows, work activities, staffing, and organizational structure to identify improvement opportunities.

At this juncture, we are able to thoroughly evaluate the efficiency and performance of current operations. Based on our evaluation, we will determine service improvement opportunities and process changes needed for the provision of development review services.

As part of the analysis, findings, and recommendations completed as part of this task, the project team will evaluate the fiscal impact to Department operations. Fiscal analysis will include both the cost saving/incurrence associated with the recommendation implementation.

> Task Deliverable - **The deliverable of this task would be a summary of the identified improvement opportunities and proposed adjustments in processes, work practices, policies and procedures employed, service levels, technology, customer service, organizational structure, operations, and staffing levels.**

Task 7 | Develop Conceptual Adjacency Diagrams for a One Stop Permit Center.

The project team will review the current space allocation and design of the Development Services public counter and develop conceptual adjacency diagrams for a new one stop permit center. This exercise will include a detailed architectural space program, bubble diagrams for each functions, and development of conceptual bubble diagrams for a new center. Construction and furniture, fixture, and equipment (FF&E) cost estimate ranges will be provided for the construction of a new permit center.

> Task Deliverable – **An architectural space program, conceptual adjacency diagrams and cost estimate ranges for a one stop permit center.**

Task 8 | Update and Create New Development Services Documentation.

In this task, the project team will work with the City's Communications Graphics team to standardized branding and constancy in design of relevant forms, applications, templates, checklist, development guides / brochures, and process diagrams. Documentation will be provided in Microsoft Suite, PDF, or Adobe InDesign formats. This is estimated to be 80 applications, forms, and handouts, and up to 5 process and development guides.

> Task Deliverable – **Update and create development related forms, handouts, checklists, and process guides.**

Task 9 | Develop a Draft and Final Report and Implementation Plan.

Once the work tasks noted above have been completed, our analysis, findings, and conclusions will be documented and reviewed with City staff through a draft report. We will update the draft report with edits and develop an implementation plan in conjunction with staff and the steering committee. The implementation plan will prioritize the list of recommendations, fiscal impact of

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each recommendation, assigned party to lead implementation, and an estimated completion timeframe. These elements will be incorporated into a final report and presented to the City Council.

Task Deliverable – **The product of this task would be the draft and final reports, implementation plan that includes prioritized recommendations, associated cost, and implementation plan and timeline. We will present the final report to City Council.**

2. Proposed Project Team

The consultants proposed for this engagement — shown below — have broad experience in analyzing local government operations and specialize in development review, permitting, and inspection processes, staffing, and organizational assessments. Our team members have served in local government as an Assistant City Manager, Community Development Directors, and Permitting Manager. Our senior team members have worked together on nearly three dozen development process evaluation engagements like what is being requested by Escondido.

Our proposed Project Manager for this engagement is Aaron Baggarly, Vice President with the firm, who has led all of our development review studies since he joined the firm in 2016. The team is structured as follows and resumes have been provided in the Appendix:

3. Qualifications and Experience

The Matrix Consulting Group has extensive experience conducting reviews of development review, permitting, and inspection operations. We have conducted over 200 studies focusing specifically on development review functions and over 100 organization-wide studies for local governments that included development review as a component. Recent clients include:

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Blacksburg, Virginia	Forest Grove, Oregon	**Mountain View, California**
Boston, Massachusetts	Fort Worth, Texas	**Napa County, California**
Beverly Hills, California	Greeley, Colorado	Prosper, Texas
Burlington, Vermont	Gwinnett County, Georgia	Richland, Washington
Clearwater, Florida	Kissimmee, Florida	**Rocklin, California**
Cupertino, California	Knoxville, TN	**Riverside, California**
Dallas, Texas	**Los Angeles, California**	Rowan County, NC
DeKalb County, Georgia	Mamaroneck, New York	Sammamish, Washington
Downey, California	Maui County, Hawaii	**San Dimas, California**
East Point, Georgia	**Menlo Park, California**	ToHo Water Authority, FL
El Segundo, California	Miami Beach, Florida	Waukesha County, WI
Flower Mound, Texas	**Milpitas, California**	**Ventura, California**

We are currently working with **Redwood City (CA)**, Royal Oak (MI), and St. Pete (FL).

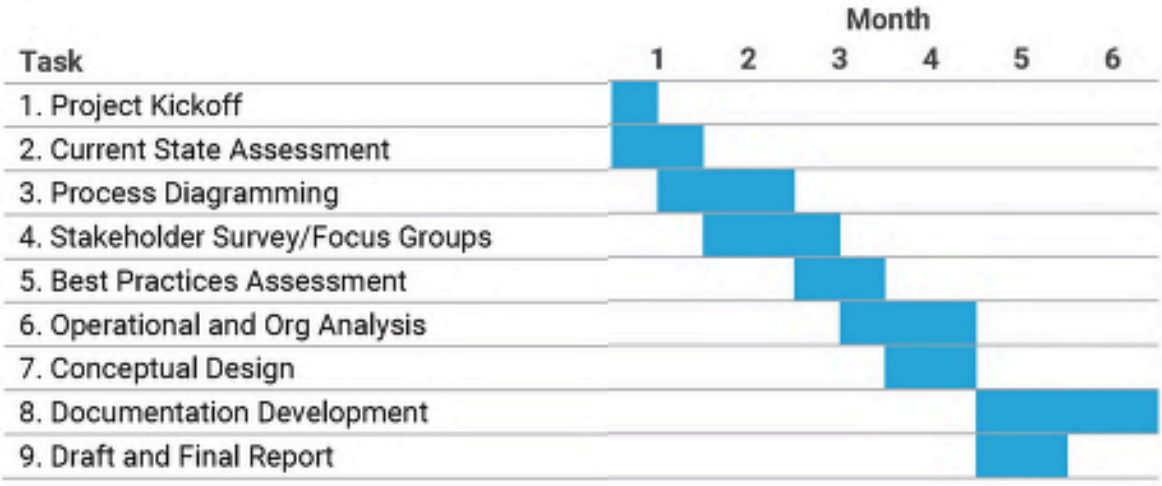
Due to the large number of recent projects which we have conducted, we have provided contact information for the most three similar projects completed.

Client	Project Manager	Email	Phone
El Segundo, CA	Michael Allen, AICP	mallen@elsegundo.org	310.524.2345
Knoxville, TN	Cheryl Ball	CBall@knoxvilletn.gov	865.310.0379
Rocklin, CA	Elizabeth Sorg	elizabeth.sorg@rocklin.ca.us	916.625.5582

Additional references and materials can be provided upon request.

4. Project Schedule with Key Milestones

We propose to conduct this engagement over a 6-month time period as presented below. The project schedule is amendable to best align with the City's needs and priorities.



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5. Appendix

1. Resumes
2. Non-Collusion Declaration

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ALAN PENNINGTON

SENIOR VICE PRESIDENT, MATRIX CONSULTING GROUP

Alan Pennington leads our General Consulting Practice which includes Community Development and development review assessments. He has conducted over 300 studies including over 100 focused specifically on development review operations.

Alan's extensive experience evaluating permitting operations has included the following areas of focus:

- Development process redesign and streamlining including process diagramming,
- Establishment of achievable turnaround times for plan reviews and inspections,
- Best practices assessments,
- Staffing and organizational structure evaluations, and
- Customer and stakeholder outreach on service needs and perceptions of existing services.

Experience Highlights

Mountain View, CA: Alan was the Project Manager on this engagement to evaluate the City's development review, permitting, and inspection processes. Key findings and recommendations included:

- A new permitting software system would improve process efficiency and collaboration between functional review teams.
- Augment the Project Coordinating Committee approach to focus on application review.
- Standardized applications, comment letters, and staff report templates.
- Use checklists and standard design criteria in Engineering.

Blacksburg, VA: Alan was the Project Manager on this comprehensive study of the City's development review process which included a comprehensive assessment of all major processes, staffing, technology, and organizational structure. The assessment included extensive stakeholder input and best practices assessment in development of recommendations. Key recommendations included:

- Implementation of review time tracking and establishment of new processing targets and provision of software training to staff.
- Plan to transition paper processes to electronic processing.
- Implementation of a pre-application process for applicants and completeness reviews upon submittal.
- Establishment of contracted services for handling peak workloads to supplement full-time staff.

Project Role: Alan will serve as the project executive.

Relevant Clients:

CA	Cupertino
CA	Menlo Park
CA	Milpitas
CA	Mountain View
CA	Redlands
CA	San Jose
CA	Ventura
CO	Westminster
FL	Clearwater
FL	Manatee County
FL	Miami Beach
GA	DeKalb County
GA	Gwinnett County
MA	Boston
NY	Mamaroneck
OR	Marion County
SC	Greenville
TX	Dallas
TX	Flower Mound
VA	Blacksburg
VA	Hanover County
WA	Des Moines
WA	Richland
WI	Waukesha County

Education:

BA, University of Maine, Public Management.

MPA, University of Maine,

Professional Association:

International Code Council (ICC)

Government Finance Office's Association (GFOA)

International City-County Management Association (ICMA)

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AARON BAGGARLY

VICE PRESIDENT, MATRIX CONSULTING GROUP

Aaron Baggarly is the lead analyst on development review, permitting, and inspection related engagements. Aaron most recently worked for the City of Stillwater, OK as the Planning Manager and oversaw the City's planning and development activities, and prior to that worked for another planning firm. Relevant highlights include:

- Completed over 120 studies for local government entities.
- Analysis focuses on process studies for planning, building, and code enforcement activities, organizational review, and process evaluation and reengineering.
- Performed data and workload analysis, needs assessments, visioning, organizational and staffing assessments, public engagement, and best management practices evaluation.
- Serves on his local Board of Adjustment.

Experience Highlights

Ventura, CA: Aaron led the firm's efforts on this engagement to evaluate the City's development review, permitting, and inspection processes. Key findings and recommendations included:

- Develop a comprehensive development guide and an online one-stop shop to provide guidance to customers and citizens regarding the development review process.
- Identification of chokepoints in the application review process, including several appointed or elected bodies overreaching their authority.
- Revise the approach to internal development review committees to increase collaboration between review entities and for greater understanding of individual roles in the process.

Dallas, TX: Aaron was the lead analyst on this engagement of the City's development review operations. This study evaluated the development processes, staffing, technology, and organizational structure needs. Key recommendations included:

- Enhancements to the City's permitting systems to streamline processes and to provide better online access to customers.
- Identified the staffing needs to meet current workload and service levels desire.
- Recommended changes to the multiple employee classification groups to better align with actual roles and responsibilities and to incorporate opportunities for career growth.

Project Role: Aaron will serve as the project manager and lead analyst.

Relevant Clients:

CA	Downey
CA	Menlo Park
CA	Milpitas
CA	Mountain View
CA	Riverside
CA	Rocklin
CA	Ventura
FL	Clearwater
FL	Miami Beach
GA	East Point
IL	Tinley Park
MA	Boston
NC	Rowan County
NY	Mamaroneck
OR	Forest Grove
TX	Dallas
TX	Fort Worth
TX	Flower Mound
TN	Knoxville
VA	Blacksburg
VT	Burlington
WA	Everett
WA	Richland
WA	Sammamish
WI	Waukesha County

Education:

BS, Appalachian State University, Community and Regional Planning, Minor in GIS.

Professional Association:

American Institute of Certified Planners (AICP)

American Planning Association

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JOCELYN MATHIASEN

MANAGER, MATRIX CONSULTING GROUP

Jocelyn Mathiasen is an experienced consultant that focuses on local government permitting and operational experience.

As department director, she led the reform of the Department of Permitting and Land Use for the City of Milford, Connecticut, transforming the agency into one focused on customer service and efficiency. Consolidated planning, wetlands, floodplain management, and building review processes to reduce duplication of time and effort, cross-trained clerical staff, and developed improved educational materials and website information to reduce confusion on the part of applicants. Implemented on-line permitting for all projects.

Her experience encompasses local and regional development and permitting agencies. Emphasis focused on increased efficiency and collaboration between different departments and government entities.

Experience Highlights

Miami Beach, FL: Jocelyn was the lead analyst on this engagement that focused on improved operational efficiencies, review of permitting times and processes, and a review of the development code/ordinances to identify chokepoints in the process for efficient and timely development. Key recommendations included:

- Modified the building permit review process to reduce the number of resubmittals and number of review entities.
- Technology and legislation improvements to help meet adopted review timelines.
- Modifications to the application requirements and clear identification of the decision-making authority.

Downey, CA: Jocelyn was an analyst on this engagement that analyzed the City's Community Development operations and staffing needs. Key findings included:

- Opportunities to leverage technology to improve the customer experience and educational outreach.
- Dedicated and cross-trained permit technicians to process development applications.
- Convert key contracted positions to city employees (e.g. Chief Building Official and Building Permit Tech, etc.).

Project Role: Jocelyn will serve as senior analyst.

Relevant Clients:

CA	Downey
CA	Los Angeles
CA	Redlands
CA	Rocklin
CA	Riverside
CO	Westminster
FL	Clearwater
FL	Miami Beach
FL	Toho Water Auth.
FL	Fort Myers
GA	Dekalb County
GA	East Point
IL	Niles
MA	Boston
NC	Rowan County
TX	Flower Mound
TX	Fort Worth
VA	Blacksburg
VA	Virginia Beach
VT	Burlington
WA	Bellingham
WA	Richland
WI	Waukesha County

Education:

Master of Public Policy from Harvard University, BA in Government from Oberlin College

Professional Association:

International Code Council

American Planning Association

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ALLYSON BREKKE, AICP

MANAGER, MATRIX CONSULTING GROUP

Allyson Brekke focuses on the Community Development Services practice area, with specialty knowledge in Town and Gown Relations, Historic Preservation, Economic Development, and Cultural Resources.

Prior to joining Matrix, Allyson served as Deputy Planning Director for Gallatin County, Montana and Director of Community and Economic Development for Port Angeles, Washington. While the Director in Port Angeles, she also acted as the Chief Building Official, SEPA Official, Shoreline Administrator, CDBG Administrator and Cultural Resources Manager. Her local government experience includes:

- Strategic planning, capital plan updates, budget and work plan development, development review efficiencies and best practices analysis.
- Long-range planning efforts for environmental protection, comprehensive plans and housing needs.
- Organization and operation development and coordination of intergovernmental policies, programs, and operations.
- Community outreach facilitation and neighborhood planning.

Experience Highlights

Gallatin County, MT: Allyson directed and oversaw development review operations for Gallatin County's Community Development Department, one of Montana's fastest growing counties.

- Administered planning and zoning regulations with the primary goal of improving and streamlining local government operations to focus on customer experience and community benefit.

Port Angeles, WA: Allyson planned, directed, and administered a comprehensive department program for all City of Port Angeles community and economic development matters - planning, zoning, building, code enforcement and cultural resources.

- Executed a form-based development review code with the focus of building residential capacity within the City.
- Coordinated the first ever Housing Needs Assessment by bringing together stakeholders from the community's housing, financing, and development groups, which resulted in the City's first Housing Action Plan.
- Supported City economic development efforts by facilitating commercial façade rehabilitation, infrastructure improvements and low-income housing through the CDBG program.

Project Role: Allyson will serve as a senior analyst.

Relevant Clients:

IL Champaign

MI Royal Oak

Education:

BA, University of Mary Washington, Historic Preservation

MCP, University of Pennsylvania, City Planning

Professional Associations and Accomplishments:

American Institute of Certified Planners (AICP)

Graduate of Northwest Women's Leadership Academy

Study Certificate in Town and Gown Relations

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DAVID BRANCH

MANAGER, MATRIX CONSULTING GROUP

David Branch has served as an analyst and project lead on a wide range of government studies covering a variety of county and municipal functions such as building, planning, housing, code enforcement, human resources, finance and purchasing, public works and utilities. David has extensive experience conducting organizational, operational, and staffing assessments during his 10 years with our firm. Relevant experience highlights include:

- Completed over 120 studies for local government entities, including numerous department and agency-wide assessments.
- Analysis focuses on workload and staffing, organizational structure, asset management, and process improvement using recognized best practices and quantitative metrics and modeling and developing implementation solutions to guide clients.

Experience Highlights

El Segundo, CA: David was the lead analyst for this study of the City's Community Development Department. The study analyzed staffing needs and organizational structure, workload and performance metrics, operational issues, and opportunities to deploy technology. Key recommendations included:

- Development of plan review processing benchmarks and the use of a performance dashboard for internal use and the public.
- Process flow adjustments to consolidate the plan review process, involve Planning more consistently, and centralize the applicant point of contact.
- Identification of staffing resources needed to meet desired processing times.

Tigard, OR: David served as an analyst in this citywide performance audit and operational review, with a focus on the Community Development Department. The study examined the department's performance measures, staffing, organizational structure, and use of technology. It included:

- Analysis of the Community Development Department's performance reporting and use of technology, and recommendations for routine level of service benchmarks and the utilization of the existing application processing software.
- Recommendations included offering fee-based service level gradients and enhance the regular collection of stakeholder feedback through a satisfaction survey.

Project Role: David will serve as an analyst.

Relevant Clients:

AZ	Buckeye
CA	El Segundo
CA	Fresno
CA	Milpitas
CA	Redlands
CA	Riverside
CO	Aurora
CO	Westminster
FL	Coral Gables
FL	Fort Myers
FL	Kissimmee
GA	DeKalb County
IL	Tinley Park
IL	Chatham
NC	Rowan County
NY	Albany
OR	Tigard
TX	Dallas
TX	Flower Mound

Education:

BS, University of Southern California; Policy, Management, and Planning.

M.Ed., University of Missouri – St. Louis, Secondary Education

Professional Association:

American Public Works Association (APWA)

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JOE MCDONALD

SENIOR CONSULTANT, MATRIX CONSULTING GROUP

Joe McDonald has served as an analyst on a wide variety of engagements, ranging from community development departments to municipal airports. Joe assists in developing client surveys, documenting current and future workflows, and assists senior staff in conducting interviews, performing data analysis, and preparing client deliverables.

Experience Highlights

Clearwater FL: The Matrix Consulting Group was engaged by the City of Clearwater, FL to perform a business process study of its Planning and Development Department. On this project, Joe:

- Administered and analyzed the results of both a community and an employee survey. Assisted in moderating focus groups with individuals that were well-acquainted with the City's development processes (developers, lawyers, etc.).
- Worked with City staff to develop workflow diagrams that represent the Department's key processes (permit applications, zoning approvals, etc.). Information from these diagrams were leveraged by the project team to make recommendations on how to best optimize development processes.

Rocklin CA: As part of the assessment of the Community Development and Public Services Department organizational assessment, Joe supported senior project team members in the following areas:

- Facilitated the process mapping workshops to document development review, permitting, and inspection processes.
- Responsible for the customer survey outreach and analysis. Identified key strengths and challenges with the current operational approaches.
- Conducted a comparative survey with eight peer communities to understand their organizational structure, staffing approaches, and technology utilization.

Project Role: Joe will be responsible for process documentation and stakeholder survey facilitation.

Relevant Clients:

CA	Rocklin
CA	San Bernardino Co
CA	San Dimas
CO	Greeley
FL	Clearwater
FL	Dunedin
FL	Naples
IA	Cedar Rapids
IL	Champaign
NV	Henderson
TN	Knoxville
WA	Richland
WA	Snohomish Co.
WV	WVU

Education:

BA – Professional and Technical Communications, University of South Florida

Professional Association:

Florida City County Managers Association (FCCMA)

Engaging Local Government Leaders (ELGL)

Society for Technical Communications (STC)

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ATTACHMENT 2

NON-COLLUSION DECLARATION

TO BE EXECUTED BY PROSPECTIVE CONSULTANT AND SUBMITTED WITH PROPOSAL

The undersigned declares:

The foregoing proposal submitted in response to the City of Escondido's Request for Proposals No. 24-15 – Development Process is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The prospective consultant has not directly or indirectly induced or solicited any other prospective consultant to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any prospective consultant or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The prospective consultant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the prospective consultant or any other prospective consultant, or to fix any overhead, profit, or cost element of proposal price, or of that of any other prospective consultant. All statements contained in the proposal are true. The prospective consultant has not, directly or indirectly, submitted their proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Each individual executing this declaration on behalf of a prospective consultant that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that they have full power to execute, and does execute, this declaration on behalf of the prospective consultant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 12/11/23.
Date

Signature	Signature
President	
Title	Title
Matrix Consulting Group, Ltd.	
Of	Of

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

By: _____

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Audit trail

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/21/2

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services, LLC
2375 E. Camelback Road, Suite 250
Phoenix, AZ 85016
877 468-6516

CONTACT NAME: Christine Torrance
PHONE (A/C, No, Ext): 602 666-4830 **FAX (A/C, No):** 610 537-2283
E-MAIL ADDRESS: christine.torrance@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company Ltd.	11000
INSURER B : Hartford - WC Multiple Issuing Cos	00914
INSURER C : Twin City Fire Insurance Company	29459
INSURER D : Houston Casualty Company	42374
INSURER E :	
INSURER F :	

INSURED
Matrix Consulting Group, Ltd.
1650 S. Amphlett Blvd., Ste 213
San Mateo, CA 94402-1234

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	59SBARO0849	08/08/2024	08/08/2025	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	59SBARO0849	08/08/2024	08/08/2025	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			59WECAB6S04	08/08/2024	08/08/2025	EACH OCCURRENCE	$3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DED X RETENTION $10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		X	59WECAB6S04	08/08/2024	08/08/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liab			59PG029737224	08/08/2024	08/08/2025	$2,000,000/$3,000,000	
D	Cyber Liability			H24NGP24613900	10/04/2024	10/04/2025	$2,000,000/$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability, including completed operations, and Hired & Non-Owned Auto Liability include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed by or on behalf of the named insured. General Liability, Hired & Non-Owned Auto Liability and Workers Compensation provide a blanket Waiver of Subrogation in favor of the
(See Attached Descriptions)

CERTIFICATE HOLDER
City of Escondido
a California municipal corporation
Attn: Megan Crooks
201 N. Broadway;
Escondido, CA 92025

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

same, when required by written contract. General Liability and Hired & Non-Owned Auto Liability contain a special endorsement with "Primary and Non-Contributory" wording, when required by written contract. Umbrella follows form to General Liability, Hired & Non-Owned Auto Liability and Workers Compensation. This form is subject to any/all respective policy provisions.

Additional Insured: City of Escondido, including its officials, officers, agents, employees, and volunteers

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured
To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations; or

b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) Any "occurrence" that takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. **Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

   (1) In the performance of your ongoing operations for the additional insured(s); or

   (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

   (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

   (2) Supervisory, inspection, architectural or engineering activities.

10. **Additional Insured – Co-Owner Of Insured Premises**

    WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

   a. (1) Radio;

   (2) Television;

   (3) Billboard;

   (4) Magazine;

   (5) Newspaper;

   b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

   c. Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:

   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

   b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

   a. Injury;

   b. Sickness; or

   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a**. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 59 WEC AB6S04 **Endorsement Number:**
Effective Date: 08/08/24 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: MATRIX CONSULTING GROUP LTD
1650 S AMPHLETT BLVD STE 213
SAN MATEO CA 94402

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

City of Escondido
Business License Division
201 N Broadway
Escondido, CA 92025

CITY OF ESCONDIDO
BUSINESS LICENSE CERTIFICATE

Attachment "5"

Matrix Consulting Group, Ltd
Attn: Matrix Consulting Group, Ltd
1650 S. Amphlett Blvd., Suite 213
San Mateo, CA 94402

Business License No: 211811
Expiration Date: 12/31/2024
Business Type: SERVICE
Ownership: CORPORATION

Access your account online at ols.escondido.org using your renewal code
Renewal Code: B7EV4WQ6

IMPORTANT INFORMATION

- Please verify all information. If any changes occur, please contact the Business License Division at (760) 839-4659.
- Remember to renew your Business License within one month of the Expiration Date, even if you don't receive a Renewal Notice. Payments postmarked or paid on-line after the Penalty Date will incur late penalties of 25% per month.
- Closing your business or no longer working in Escondido? You must sign, date and return your Renewal Notice to close your account.
- Please display the Certificate below in public view.
- Escondido's business licenses are issued for revenue purposes. The issuance or possession of a license confers no rights or privileges and only serves to prove that a business tax has been paid for the period specified on the license certificate. Licenses are not deemed regulatory in any way and are not proof of compliance with zoning, building, or any other regulations of the city.

Thank you for doing business in the City of Escondido!

FOLD OR DETACH HERE FOR DISPLAY

BUSINESS LICENSE CERTIFICATE

This certificate is to be displayed at your place of business. It is issued without verification that the holder is subject to or exempt from licensing by the State of California. This certificate does not consititute a permit to operate a business in violation of any law or ordinance.

Business License Number: **211811**

Business Name: Matrix Consulting Group, Ltd.
Business Location: 1650 S. Amphlett Blvd., Suite 213 San Mateo, CA 94402
Business Phone: 650-858-0507
Owner/ Officer: Richard Brady
NPDES:

POST IN A CONSPICIUOUS PLACE - NOT TRANSFERABLE

CITY OF ESCONDIDO

201 N Broadway
Escondido, CA 92025
(760) 839-4659

Expiration Date: 12/31/2024
NAICS#: 541611 - Administrative Management and General Management Consulting Services

SIC#: 8742 - Management Consulting Services

Conditions/Remarks:

matrix consulting group

Resolution on the Authority to Sign Contracts and Proposals Soliciting Contracts

RESOLVED, that Richard Brady, President of this Corporation be hereby authorized and empowered to enter into contracts for the Matrix Consulting Group, Ltd. in the name of and on behalf of this Corporation, upon such terms and conditions as may be agreed upon, at the sole discretion of the President. This authority also extends to the submission of proposals to enter into contracts for client service.

The undersigned hereby certifies that he/she is the duly elected and qualified Secretary and the custodian of the books and records and seal of Matrix Consulting Group, a corporation duly formed pursuant to the laws of the state of California and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board and that said meeting was held in accordance with state law and the Bylaws of the above- named Corporation on January 20, 2024 and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 20th of January 2024.

Khushboo Ingle
Secretary

STAFF REPORT

November 20, 2024
File Number 0600-10; A-3536

SUBJECT

AWARD CONSTRUCTION CONTRACT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") PLAYGROUND EQUIPMENT INSTALLATION PROJECT AT WASHINGTON PARK, JESMOND DENE PARK, AND WESTSIDE PARK

DEPARTMENT

Development Services

RECOMMENDATION

Request the City Council adopt Resolution No. 2024-169 awarding a construction contract to Western State Builders, 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 $559,311 to complete base bid work items and additive alternate items No. 8, 9 & 10.

Staff Recommendation: Approval (Christopher W. McKinney, Deputy City Manager and Jonathan Schauble, City Engineer)

Presenter: Ed Vasquez, Project Manager

ESSENTIAL SERVICE – Yes, Parks Facilities/Open Spaces

COUNCIL PRIORITY – Increase Retention and Attraction of People and Businesses to Escondido

FISCAL ANALYSIS

The City of Escondido receives an annual formula grant allocation of CDBG program funding from the U.S. Department of Housing and Urban Development ("HUD"). The CDBG Playground Equipment Installation Project for Washington, Westside, and Jesmond Dene Parks Project ("Project") will be funded in full with previously approved CDBG 2020-2021 and 2024-2025 CIP allocations and will not impact the General Fund.

PREVIOUS ACTION

On September 11, 2024, the City Council adopted Resolution No. 2024-133 rejecting all bids received in response to the City's Request for Bids ("RFB") No. 24-17 – CDBG Playground Equipment Installation Project and authorized staff to re-bid the project. This was due to the bids received all exceeding the CDBG funding for this project.

CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

On October 31, 2024, two sealed bids were received in response to the advertised request for bids for the project. The confirmed totals for the total base and all alternate bid items are as follows:

Western State Builders Inc.	$607,191.00
R.E. Schultz Construction Inc.	$872,385.00

Staff has evaluated the bids and determined that the construction bid submitted by Western State Builders Inc. is the lowest responsive and responsible bid. Staff recommends awarding a construction contract in the amount of $559,311.00 to Western State Builders Inc ("Contractor"). The reason that the recommended award amount does not match the total bid amount is because not all of the alternate bid items are being awarded to the Contractor. Alternate bid items 5, 6, & 7 were for installation of wood fibers in the play areas in case the bids were too high for rubber surfacing (Alternate bid items 8, 9, & 10). Since the Project has enough funds for the rubber surfacing, the wood fiber bid items will not be awarded as part of this construction contract.

RESOLUTION

a) Resolution No. 2024-169
b) Resolution No. 2024-169 Exhibit "A" – Public Improvement Agreement

RESOLUTION NO. 2024-169

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 CDBG PLAYGROUND EQUIPMENT INSTALL FOR WASHINGTON, WESTSIDE AND JESMOND DENE PARKS PROJECT

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program budget for the CDBG Playground Equipment Installation at Wasington, Westside and Jesmond Dene Parks Project ("Project"); and

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

WHEREAS, pursuant to said notice, two sealed bids for the project were opened and evaluated on October 31, 2024; and

WHEREAS, Western State Builders 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 Western State Builders Inc., in the amount of $559,311.00.

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 Western State Builders 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.

CITY OF ESCONDIDO
PUBLIC IMPROVEMENT AGREEMENT

This Public Improvement Agreement ("Agreement") is made and entered into as of the last date of signature below ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Ed C Vasquez, Project Manager
760-546-3944
("CITY")

And: Western State Builders, Inc.
a California corporation
2141 Orange Ave.
Escondido CA 92029
Attn: Scott Bando
760-546-2405 X102
("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 Community Development Block Grant (CDBG) playground equipment install for the Washington, Westside, and Jesmond Dene Parks Project ("Project"), occurring on property located at 501 N. Rose St., Escondido, CA 92027 (Washington Park), 333 S. Spruce St., Escondido, CA 92025 (Westside Park), and 2401 N. Broadway, Escondido, CA 92026 (Jesmond Dene Park) and having assessor's parcel numbers (APN) 230-530-45-00, 232-290-23-00, and 187-310-09-00 ("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 **$559,311** ("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 **60 days** of the notice to proceed being issued("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. 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: _____

_____
Dane White, Mayor

Western State Builders Inc.

Date: _____

_____
Jared Moen, President / Secretary

Date: _____

_____
Julian Moen, Vice President / Treasurer

1069677
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

November 20, 2024
File Number 0480-07

SUBJECT

FY 2023-24 REGIONAL REALIGNMENT RESPONSE GRANT AND BUDGET ADJUSTMENT

DEPARTMENT

Escondido Police Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2024-172 authorizing the Chief of Police to accept a FY 2023-24 Regional Realignment Response Grant in the amount of $80,000 from the State of California Board of Community Corrections; authorize 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. Funding was provided by Assembly Bill 118 and Senate Bill 89, initiatives to reduce state prison overcrowding and support local law enforcement efforts to efficiently manage offenders and parole-violators. Escondido's allocation is used to support regional and local enforcement operations. Funds must be used for police officer overtime and associated overhead.

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

Presenter: Edward Varso, Chief of Police

ESSENTIAL SERVICE – Yes, internal requirement in support of Police Services

COUNCIL PRIORITY – Improve Public Safety; Increase Retention and Attraction of People and Businesses to Escondido.

FISCAL ANALYSIS

This will have no impact on the General Fund Budget. The FY 2023-24 Regional Realignment Response Grant is state funded. Funding will cover expenses through June 30, 2025.

PREVIOUS ACTION

On October 25, 2023, the City Council authorized the Chief of Police to accept an $80,000 FY 2022-23 Regional Realignment Response Grant.

CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

The Escondido Police Department has been allocated $80,000 under the FY 2023-24 Regional Realignment Response Grant through the State of California Board of Community Corrections. This funding was provided by Assembly Bill 118 and Senate Bill 89, initiatives to reduce state prison overcrowding and support local law enforcement efforts to efficiently manage offenders and parole-violators. These bills allow for the release of subjects into the community from prison before their sentences were fully served, putting the responsibility of monitoring them on local law enforcement. Grant funds are used for regional and local enforcement operations to monitor prisoners that were released as a result of Assembly Bill 118 and Senate Bill 89.

RESOLUTIONS

a) Resolution No. 2024-172

ATTACHMENTS

b) Budget Adjustment

RESOLUTION NO. 2024-172

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CHIEF OF POLICE TO ACCEPT A FY 2023-24 REGIONAL REALIGNMENT RESPONSE GRANT FROM THE STATE OF CALIFORNIA BOARD OF COMMUNITY CORRECTIONS IN THE AMOUNT OF $80,000, EXECUTE ALL DOCUMENTS NECESSARY FOR THE MANAGEMENT AND COMPLETION OF THE GRANT SCOPE; AND AUTHORIZING THE NECESSARY BUDGET ADJUSTMENT

WHEREAS, the FY 2023-24 Regional Realignment Response Grant will be financed from funds made available by the State of California Board of Community Corrections, through Assembly Bill 118 and Senate Bill 89, initiatives to reduce state prison overcrowdingand support local law enforcement efforts to efficiently manage offenders and parole-violators; and

WHEREAS, the City of Escondido desires to support local law enforcement efforts in regards to legislation reducing state prison overcrowding; and

WHEREAS, the Escondido Police Department has received a grant funding to support these efforts during the project period of July 1, 2024 through June 30, 2025; and;

WHEREAS, the Escondido Police Department has designated the FY 2023-24 Regional Realignment Response Grant to conduct specific programs to address these goals.

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 Chief of Police of the City of Escondido to accept the FY 2022-23 Regional Realignment Response Grant in the amount of $80,000 and execute all documents necessary for the management and completion of the grant scope.

3. That the City Council hereby also approves and authorizes the necessary budget adjustment needed to establish a new project number for tracking and spending of grant funds.

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

Docusign Envelope ID: D94D6D17-2421-4F82-93A6-E9E7F33F05D1

BUDGET ADJUSTMENT REQUEST

Department:	Police Department	**For Finance Use Only** **BA #** _____ **Fiscal Year** _____
Department Contact:	Barbara MarLett	
City Council Meeting Date: *(attach staff report)*	November 20, 2024	

EXPLANATION OF REQUEST

A budget adjustment is needed to receive grant funds and establish a spending account for police officer overtime and overhead expenses related to the FY 2023-24 Regional Realignment Response Grant funds.

(Project/Grant number request: RRRG24)

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Revenue	**4127-451-NEW PROJECT**	**$80,000**	
Police Grants	**451-NEW PROJECT**	**$80,000**	

APPROVALS

Signed by: Edward Varso DC4B0C7FA65B4BD...	11/12/2024	DocuSigned by: Lorena Rocha 99A33925FA6B449...	11/12/2024
DEPARTMENT HEAD	**DATE**	**FINANCE**	**DATE**

STAFF REPORT

November 20, 2024
File Number 0480-70

SUBJECT

FY 2023-24 U.S. DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT – LOCAL SOLICITATION AND BUDGET ADJUSTMENT

DEPARTMENT

Escondido Police Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2024-171 to authorize the Police Department to accept a $37,697 FY 2023-24 Edward Byrne Memorial Justice Assistance Grant ("JAG"); authorize 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. Grant funds will cover salary expenses for part-time patrol technicians.

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

Presenter: Edward Varso, Chief of Police

ESSENTIAL SERVICE – Yes, internal requirement in support of Police Services

COUNCIL PRIORITY – Improve Public Safety; Increase Retention and Attraction of People and Businesses to Escondido.

FISCAL ANALYSIS

This action will have no impact on the FY 2024-25 Operating Budget. Grant funds will be used for expenses related salary and benefits of part-time patrol technicians.

PREVIOUS ACTION

On January 10, 2023, the City Council approved a FY 2022-23 U.S. Department of Justice Edward Byrne Memorial Justice Assistance Local Solicitation Grant.

BACKGROUND

The Escondido Police Department has been awarded a $37,697 FY 2023-24 U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant. Grant funds will cover salary and benefit expenses for two part-time patrol technicians.

CITY of ESCONDIDO

STAFF REPORT

Patrol Technicians are assigned to the Patrol Division and are utilized to augment front-line law enforcement services allowing officers to focus on crime-prevention and suppression efforts.

Patrol Technicians are an asset to the community. They take non-violent crime reports, prepare and process paperwork, impound found property and evidence, bring important paperwork to the District Attorney and the courts, as well as other necessary tasks. All of these duties would otherwise be performed by sworn police officers. The support of the Patrol Technicians allows for sworn police officers to handle their patrol duties, more serious crime investigations, and other vital assignments.

RESOLUTIONS

a) Resolution No. 2024-171

ATTACHMENTS

b) Budget Adjustment

RESOLUTION NO. 2024-171

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CHIEF OF POLICE TO ACCEPT THE FISCAL YEAR 2023-24 U.S. DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF $37,697; AND EXECUTE ALL NECESSARY BUDGET ADJUSTMENTS

WHEREAS, the City of Escondido desires to improve efficient law enforcement services to the community; and

WHEREAS, the Escondido Police Department has designated the Fiscal Year 2023-24 U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant ("JAG") to fund salary and benefit expenses of part-time personnel to address this goal; and

WHEREAS, the Fiscal Year 2023-24 U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant funds are made available through the U.S. Department of Justice in the amount of $37,697.

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 Chief of Police of the City of Escondido to accept the Fiscal Year 2023-24 U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant in the amount of $37,697, and execute all documents necessary for the management and completion of the grant scope, including any extensions and amendments thereof.

3. That the City Council approves and adopts the budget adjustment to accept and expend the grant funds.

Docusign Envelope ID: 224746F4-7823-426E-9DDF-D867A94D4EAE

BUDGET ADJUSTMENT REQUEST

Department:	Police Department	**For Finance Use Only**
Department Contact:	Barbara MarLett	**BA #** _____
City Council Meeting Date: *(attach staff report)*	November 20, 2024	**Fiscal Year** _____

EXPLANATION OF REQUEST

A budget adjustment is needed to spend FY 2023-24 Edward Byrne Memorial Justice Assistance Grant (JAG) funds for part-time personnel.

(Request new project/grant # GEBM24)

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Revenue	**4128-451-New Project Number**	**$37,697**	
Police Grants	**451-New Project Number**	**$37,697**	

APPROVALS

Signed by: Ed Varso DC4B0C7FA65B4BD...	11/12/2024	DocuSigned by: Lorena Rocha 99A33925FA6B449...	11/12/2024
DEPARTMENT HEAD	**DATE**	**FINANCE**	**DATE**

STAFF REPORT

November 20, 2024
File Number 0480-70

SUBJECT

FY 2024-25 STATE OF CALIFORNIA CITIZEN'S OPTIONS FOR PUBLIC SAFETY PROGRAM GRANT AND BUDGET ADJUSTMENT

DEPARTMENT

Escondido Police Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2024-170 authorizing the Escondido Police Department to accept a FY 2024-25 Citizens' Option for Public Safety Program Grant in the amount of $231,644; 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; and approving budget adjustments needed to spend grant funds. Grand Funds will cover salary expenses for part-time Police Department employees.

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

Presenter: Edward Varso, Chief of Police

ESSENTIAL SERVICE – Yes, internal requirement in support of police services

COUNCIL PRIORITY – Improve Public Safety; Increase Retention and Attraction of People and Businesses to Escondido.

FISCAL ANALYSIS

Grant funds will be used to augment the Escondido Police Department Operating Budget and will have no impact on the General Fund Budget.

PREVIOUS ACTION

On January 10, 2024, the City Council accepted FY 2023-2024 State of California Citizens' Option for Public Safety Program Grant in the amount of $232,909, to cover salary expenses for part-time Police Department employees.

CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

Existing law establishes Supplemental Law Enforcement Services Funds and requires monies from these funds to be allocated to counties and cities for purposes of the Citizens' Option for Public Safety Program. In September 2000, the California State Legislature chaptered AB 1913, the Schiff-Cardenas Crime Prevention Act of 2000, which increased appropriations for these funds and established new formulas for State Citizens' Option for Public Safety allocations.

The Escondido Police Department received a FY 2024-25 Citizens' Option for Public Safety Program Grant award in the amount of $231,644. This grant supports front-line law enforcement services with the intention of enhancing public safety within the community.

The Police Department proposes to use its allocation to cover part-time employees' salaries and benefits. Positions funded by the allocation include Department Specialists in the Traffic Division, Patrol Division, Investigations Bureau, Services Bureau, and the Internal Affairs Unit. These part-time employees perform support services that allow front-line law enforcement officers to handle high-priority calls.

These grant funds have been an integral component for the Escondido Police Department's operations for nearly twenty years. Without this funding, the Police Department would be unable to maintain its part-time staff. Approximately 45 part-time employees are funded by this grant. These employees perform administrative and operational duties that would otherwise fall to sworn officers. This necessary funding has allowed for support staff to remain a vital part of the operations of the Escondido Police Department.

RESOLUTIONS

a) Resolution No. 2024-170

ATTACHMENTS

b) Budget Adjustment

RESOLUTION NO. 2024-170

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CHIEF OF POLICE TO ACCEPT THE FISCAL YEAR 2024-25 STATE OF CALIFORNIA CITIZEN'S OPTION FOR PUBLIC SAFETY PROGRAM GRANT IN THE AMOUNT OF $231,644; AND EXECUTE ALL NECESSARY BUDGET ADJUSTMENTS

WHEREAS, the City of Escondido desires to improve efficient law enforcement services to the community; and

WHEREAS, the Escondido Police Department has designated the Fiscal Year 2024-25 State of California Citizen's Option for Public Safety Program Grant to fund salary and benefit expenses of part-time personnel to address this goal; and

WHEREAS, the Fiscal Year 2024-25 State of California Citizen's Option for Public Safety Program Grant is made available by the California State Legislature AB 1913 through the Schiff-Cardenas Crime Prevention Act of 2000 in the amount of $231,644.

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 Chief of Police of the City of Escondido to accept the Fiscal Year 2024-25 State of California Citizen's Option for Public Safety Program Grant in the amount of $231,644 and execute all documents necessary for the management and completion of the grant scope including any extensions and amendments thereof.

3. That the City Council approves and adopts the budget adjustment to accept and expend the grant funds.

Docusign Envelope ID: D8E12D54-8E82-4296-A9C3-3B60B8CE496F

BUDGET ADJUSTMENT REQUEST

Department:	Police Department	**For Finance Use Only**
Department Contact:	Barbara MarLett	**BA #** _____
City Council Meeting Date: *(attach staff report)*	November 20, 2024	**Fiscal Year** _____

EXPLANATION OF REQUEST

A budget adjustment is needed to spend FY 2024-25 grant funds for part-time salaries and overhead to support Escondido Police Department activities.

(Request new project/grant # GCOP25)

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Revenue	**4127-450-New Project Number**	**$231,644**	
Police Grants	**450-New Project Number**	**$231,644**	

APPROVALS

Signed by: Ed Varso DC4B0C7FA65B4BD...	11/13/2024	DocuSigned by: Lorena Rocha 99A33925FA6B449...	11/13/2024
DEPARTMENT HEAD	**DATE**	**FINANCE**	**DATE**

STAFF REPORT

November 20, 2024
File Number 0480-70

SUBJECT

ESCONDIDO WILDFIRE PREVENTION PROJECT GRANT ACCEPTANCE

DEPARTMENT

Fire Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2024-173 to authorize the Escondido Fire Department to accept CAL FIRE Escondido Wildfire Prevention Project Grant funds; authorize the Fire Chief or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds

Staff Recommendation: Approval (Fire Department: John Tenger, Fire Chief)

Presenter: La Vona Koretke, Deputy Fire Marshall

ESSENTIAL SERVICE – Yes, Fire/EMS

COUNCIL PRIORITY –Improve Public Safety

FISCAL ANALYSIS

This is a reimbursable grant that will provide $245,939.10 to cover the costs of distributing annual wildfire prevention education mailers, focusing on vegetation clearance and defensible space standards. The mailers will be sent to all properties within the High and Very High Fire Severity Zones through 2029.

PREVIOUS ACTION

None

BACKGROUND

In January of 2023, City Staff applied for a CAL FIRE Wildfire Prevention grant to request funds to distribute wildfire prevention education materials to residents of Escondido annually through 2029. The Wildfire Prevention Education Project aims to reduce wildfire risk and enhance community resilience in High and Very High Fire Severity Zones by providing residents with critical information on vegetation clearance and defensible space standards ensuring they are informed about best practices for fire prevention, proper landscaping, and maintaining defensible space around structures.

CITY of ESCONDIDO

STAFF REPORT

The mailers will include easy-to-understand guidelines on how to create defensible space, such as maintaining defensible zones around homes, clearing combustible vegetation, and using fire-resistant materials. Additionally, the mailers will highlight local regulations and provide resources for residents to access professional services or fire prevention tools.

By regularly educating residents on fire-safe practices, this initiative seeks to empower communities to take proactive measures that mitigate the risk of wildfire destruction, protect lives and property, and contribute to broader fire resilience efforts in high-risk areas.

Key Objectives:

- Raise awareness of the importance of vegetation clearance and defensible space.
- Promote compliance with local wildfire safety regulations.
- Provide ongoing education to residents in high-risk fire zones.
- Foster a culture of fire safety through consistent, accessible information distribution.

Through these efforts, the project seeks to reduce the severity of future wildfires and protect vulnerable communities in fire-prone regions.

RESOLUTIONS

a) Resolution No. 2024-173
b) Resolution No. 2024-173 – Exhibit “A” – Grant Agreement

ATTACHMENTS

a) Budget Adjustment

RESOLUTION NO. 2024-173

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE FIRE CHIEF TO ACCEPT, ON BEHALF OF THE CITY, A WILDFIRE PREVENTION GRANT WITH THE CALIFORNIA STATE DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE); EXECUTE ALL NECESSARY GRANT DOCUMENTS; AND AUTHORIZE THE NECESSARY BUDGET ADJUSTMENT

WHEREAS, the Governor of the State of California in cooperation with the California State Legislature has enacted State of California Climate Investment, which provides funds to the State of California and its political subdivisions for fire prevention programs; and

WHEREAS, the State Department of Forestry and Fire Protection ("CAL FIRE") has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies, non-profit organizations, and others under the program; and

WHEREAS, CAL FIRE has awarded the City of Escondido a grant in the amount of $245,939.10 for the purpose of funding the Escondido Wildfire Prevention Project, which will include the distribution of annual wildfire prevention education mailers on vegetation clearance and defensible space standards to residents in high-risk fire zones; and

WHEREAS, the City of Escondido desires to accept said grant and carry out the project to enhance wildfire prevention efforts and increase community awareness of fire safety measures within the City's High and Very High Fire Severity Zones; and

WHEREAS, it is necessary to authorize the Fire Chief to act on behalf of the City to execute all necessary documents required for the acceptance and implementation of the grant, including but not limited to any agreements, amendments, and certifications; and

WHEREAS, the City Council must also approve a budget adjustment to allocate the grant funds for the project's expenses and ensure appropriate tracking and expenditure of funds.

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 Fire Chief is hereby authorized to accept the CAL FIRE Escondido Wildfire Prevention Project Grant, on behalf of the City of Escondido.

3. That the City Council certifies that staff will expend grant funds prior to March 15, 2030.

4. The Fire Chief is authorized to execute all necessary documents and agreements required to accept, implement, and administer the grant, including any amendments, certifications, or other related documents, including but not limited to the Grant Agreement attached to this Resolution as Exhibit "A".

5. The City Council hereby authorizes the necessary budget adjustment to allocate the grant funds for the purposes outlined in the grant application and agreement.

DEPARTMENT OF FORESTRY AND FIRE PROTECTION
P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 653-7772
Website: www.fire.ca.gov

November 5, 2024

Chief John Tenger
City of Escondido
1163 North Centre City Parkway
Escondido, CA 92026

5GG23236; "Escondido Wildfire Prevention Project"

This Agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact Cheyenne Borello at (619) 590-3123 if you have questions concerning services to be performed.

1. ☒ Full grant agreement including terms and conditions, project grant application form, scope of work, budget, map, and other exhibits enclosed. Please sign, scan, and return the agreement to Bobby Nguyen at Bobby.Nguyen@fire.ca.gov no later than **November 29, 2024**.

   Alternatively, you may opt to print (single sided), sign in blue ink, and return the agreement with original signature to:
   CAL FIRE
   Attn: Grants Management Unit/WP Grants
   P.O. Box 944246
   Sacramento, CA 94244-2460

   In order to expedite your agreement, a scanned/electronic signature copy of the agreement is preferred.

2. ☐ Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Bobby Nguyen
Grants Analyst
Grants Management Unit

Enclosures

State of California
Department of Forestry and Fire Protection (CAL FIRE)
Office of the State Fire Marshal
GRANT AGREEMENT

APPLICANT: **City of Escondido**

PROJECT TITLE: **Escondido Wildfire Prevention Project**

GRANT AGREEMENT: **5GG23236**

PROJECT PERFORMANCE PERIOD is from date of latter signature by CAL FIRE Deputy Director or Grantee through March 15, 2030.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

PROJECT DESCRIPTION: The Escondido Wildfire Prevention Project will include a large planning element and a smaller public education element. For the wildfire prevention planning activity, the project will update the City of Escondido and Rincon Del Diablo Fire Protection District's Community Wildfire Protection Plan (CWPP).

Total State Grant not to exceed $ **245,939.10** (or project costs, whichever is less).

The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.

City of Escondido	**STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION**
Applicant	
By	By
Signature of Authorized Representative	
Print Name/ Title:	Title: **Frank Bigelow, State Fire Marshal**
Date	Date

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER **5GG23236**	PO ID	SUPPLIER ID
FUND **3228**	FUND NAME **Greenhouse Gas Reduction Fund**	
PROJECT ID **24WFFPGRANTS**	ACTIVITY ID **GRANTS**	AMOUNT OF ESTIMATE FUNDING $ **245,939.10**
GL UNIT **3540**	BUD REF **102**	ADJ. INCREASING ENCUMBRANCE **$ 0.00**
PROGRAM NUMBER **2465010**	ENY **2024**	ADJ. DECREASING ENCUMBRANCE **$ 0.00**
ACCOUNT **5340580**	ALT ACCOUNT **5340580000**	UNENCUMBERED BALANCE $ **245,939.10**
REPORTING STRUCTURE **35405909**	SERVICE LOCATION **91049**	

Acknowledged - I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

Certification of CAL FIRE Accounting Officer — Date

GRANT NUMBER 5GG23236
City of Escondido
Escondido Wildfire Prevention Project

TERMS AND CONDITIONS OF GRANT AGREEMENT

I. RECITALS

1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as "STATE" and, City of Escondido, hereinafter referred to as "GRANTEE".

2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed Two Hundred Forty Five Thousand Nine Hundred Thirty Nine Dollars and Ten Cents (**$245,939.10**).

3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.

   a. California Climate Investments Department of Forestry and Fire Protection Wildfire Prevention Grants Program Procedural Guide FY 2023-2024

   b. The submitted Application, Scope of Work, Project Workbook, GHG Emissions Workbook and Exhibits

   c. ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

II. SPECIAL PROVISIONS

1. Recipients of GRANT FUNDS pursuant to California Public Resources Code Section §4124.5 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.

2. As precedent to the STATE's obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.

3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment produced with the use of GRANT FUNDS shall be available for public use.

III. GENERAL PROVISIONS

1. Definitions

a. The term “Agreement” means grant agreement number 5GG23236.

b. The term “GRANT FUNDS” means the money provided by the STATE to the GRANTEE in this Agreement.

c. The term “GRANTEE” means an applicant who has a signed Agreement for the award for GRANT FUNDS.

d. The term “Other Sources of Funds” means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.

e. The term “STATE” means the State of California, Department of Forestry and Fire Protection (CAL FIRE).

f. The term “Project” means the development or other activity described in the “Project Scope of Work”.

g. The term “Project Budget Detail” as used herein defines the approved budget plan.

h. The term “Project Scope of Work” as used herein means the individual scope of work describing in detail the approved tasks.

2. Project Representatives

The project representatives during the term of the agreement will be:

STATE: CAL FIRE	GRANTEE: City of Escondido
Section/Unit: SDU	Section/Unit: N/A
Attention: Cheyenne Borello	Attention: Chief John Tenger
Mailing Address: 2249 Jamacha Road El Cajon, CA 92019	Mailing Address: 1163 North Centre City Parkway Escondido, CA 92026
Phone Number: (619) 590-3123	Phone Number: (760) 839-5401
Email Address: Cheyenne.Borello@fire.ca.gov	Email Address: jtenger@escondido.org

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

3. Project Execution

a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.

b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.

c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but no less than 60 days from the Agreement expiration date. The STATE may waive the minimum timeframe for amendments at their discretion. Approval of amendment is at the STATE's discretion.

d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.

e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the latter date of signature by the Grantee Authorized Representative or CAL FIRE Deputy Director. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking

property or project boundaries, contacting and signing up landowners, etc.).

f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.

g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE. No person who, as an officer, employee, or agent of the STATE participated in the preparation or creation of or determination to award this Grant Agreement shall serve as an agent or employee of GRANTEE including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

4. Project Costs and Payment Documentation

a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.

b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates and activities specified in the Final Project Budget Detail, Application, Scope of Work and Exhibits, and made a part of this Agreement.

c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project for which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE. Grantee must provide reporting on equipment disposition no less frequently than biannually to CAL FIRE or upon CAL FIRE's request after completion of the grant project until notified in writing by the CAL FIRE Wildfire Prevention Grant Program that additional reporting is no longer required.

d. GRANTEE shall submit, in arrears, not more frequently than once a month, and required quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. In the event no expenses are incurred, GRANTEE shall identify that no costs have been incurred within the respective quarterly progress report in lieu of submitting a zero balance invoice. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, signature of an authorized representative of GRANTEE, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), match funds when applicable, and appropriate supporting documentation consistent with the Project Costs section, as detailed in the California Climate Investments Department of Forestry and Fire Protection Wildfire Prevention Grants Program Procedural Guide 2022-2023.

e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.

f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Budget approved by the STATE. The dollar amount of an item in a budget category may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from other budget categories, without approval by the STATE; however, GRANTEE shall notify the STATE in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget category must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.

g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.

h. GRANTEE shall submit each invoice for payment electronically using the grants management system identified by CAL FIRE. Hard copy submissions will not be accepted.

i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization, a local agency, a special district, a private forest landowner or a Native American tribe. Advance payment made by the STATE shall be subject to the following provisions.

- GRANTEE shall submit a written request identifying how funds will be used over a six-month period. The written request must be accompanied by an invoice that contains the same level of detail as a regular invoice.
- GRANTEE shall file an accountability report with STATE four months from the date of receiving the funds and every four months thereafter.
- Multiple advance payments may be made to a GRANTEE over the life of a project.
- No single advance payment shall exceed 25% of the total grant amount. For grants funding equipment, the maximum advance request may be increased up to 50% of the total grant amount or cost of equipment purchase, whichever is less. Advance funds and must be spent on eligible costs within six months of the advance payment receipt.
- GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. CAL FIRE will bill for the return of unliquidated advance funds after the approved timeframe..
- All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.
- Any advance payment received by a GRANTEE and not used for project eligible costs within the time period approved by STATE shall be returned to the STATE. The amount will be returned to the grant balance.
- Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and used toward offsetting the project cost or returned to the STATE.

j. The GRANTEE shall immediately reimburse or credit, as determined by the STATE, the STATE for any over payment of any invoice, including final invoice, when either party determines an overpayment was made.

5. Budget Contingency Clause

a. If STATE funding for any fiscal year is reduced or deleted for purposes of the Wildfire Prevention Program California Climate Investments Grant Program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

6. Project Administration

    a. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.

    b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.

    c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

7. Financial Records

    a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date the audit is completed or the three (3) years, whichever date is later.

    b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.

    c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.

    d. GRANTEE shall use any generally accepted accounting system.

8. Research

    a. GRANTEE that receives funding, in whole or in part, in the form of a research grant shall provide for free public access to any publication of a peer-reviewed manuscript describing STATE funded knowledge, STATE

funded invention, or STATE funded technology shall be subject to the following conditions:

i. GRANTEE is responsible for ensuring that any publishing or copyright agreements concerning peer-reviewed manuscripts fully comply with this section
ii. GRANTEE shall report to STATE the final disposition of the peer-reviewed manuscript, including, but not limited to, if it was published, date of publication, where it was published, and, when the 12-month time period from official date of publication expires, where the peer-reviewed manuscript will be available for open access.

b. For a peer-reviewed manuscript that is accepted for publication pursuant to the terms and conditions of this Agreement, the GRANTEE shall ensure that an electronic version of the peer-reviewed manuscript is available to STATE and on an appropriate publicly accessible repository approved by the state agency, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, the California State University's ScholarWorks at the Systemwide Digital Library, or PubMed Central, to be made publicly available not later than 12 months after the official date of publication. GRANTEE shall make reasonable efforts to comply with this requirement by ensuring that the peer-reviewed manuscript is accessible on an approved publicly accessible repository, including notifying the state agency that the manuscript is available on a state-agency-approved repository. If the grantee is unable to ensure that his or her manuscript is accessible on an approved, publicly accessible repository, the grantee may comply by providing the manuscript to the state agency not later than 12 months after the official date of publication.

c. For publications other than those described in (b), including scientific meeting abstracts, GRANTEE shall comply by providing the manuscript to the STATE not later than 12 months after the official date of publication.

d. The grant shall not be construed to authorize use of a peer-reviewed manuscript that would constitute an infringement of copyright under the federal copyright law described in Section 101 of Title 17 of the United States Code and following.

e. Use of GRANT FUNDS for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution are allowable costs but must be within the GRANT FUNDS and item 4 of the agreement.

f. GRANTEE may request a waiver to the publication requirement if GRANTEE has an existing publication requirement that meets or exceeds the requirements of the research provision. Waiver shall include information on GRANTEE's existing requirements. Approval of the waiver is at STATE's discretion.

9. Project Termination

a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days written notice to the other party.

b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.

d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

10. Hold Harmless

a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnity

(see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.

b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.

c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

11. Tort Claims

FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

12. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. GRANTEE shall not discriminate against any person on any of these bases.

13. Conflict of Interest

GRANTEE or anyone acting on behalf of GRANTEE shall not have any conflicting personal and/or financial interests in carrying out the duties of the Agreement.

14. Incorporation

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

15. Severability

If any provision of this Agreement or the Project Scope of Work thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

16. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

17. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.

18. Survival Clause

The obligations of the Parties under Section III General Provisions, Items 4 (c) and (j) of the Project Costs and Payment Documentation and Item 10 Hold Harmless of this Agreement shall survive the termination or expiration of the Agreement.

GRANT NUMBER 5GG23236
City of Escondido
Escondido Wildfire Prevention Project

ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

I. SPECIAL PROVISIONS

1. Grant funds shall be used on projects with the primary goal of reducing greenhouse gases (GHGs) and furthering the purposes of California's Global Warming Solutions Act of 2006, Division 25.5 (commencing with Section 38500) of the Health and Safety Code, and related statutes.

2. Grant funds shall be used on projects limited to specific activities as described in CCI Grants Procedural Guides.

3. Grantee shall report project and benefits information when requested by the State. This may include, but is not limited to, funding expended, acres treated, GHG emissions, trees planted, disadvantaged community benefits, energy/water savings, job creation, and other co-benefits.

4. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, CCI dollars allocated, and leveraged funds throughout the duration of the project.

5. Failure of Grantee to meet the agreed upon terms of achieving required GHG reduction may result in project termination and recovery of funds.

II. MONITORING AND REPORTING REQUIREMENTS

All funds expended through CCI are subject to emissions reporting and requirements. Grantee is expected to provide the appropriate materials for completing program quantification methodology. Grantee shall use the current reporting template provided by the STATE. The reporting shall be submitted to the STATE no less frequently than quarterly. In addition, STATE may request additional information in order to meet current CARB reporting requirements. The requirements are available on the CARB CCI Quantification, Benefits and Reporting Materials webpage: https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials.

III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

1. All projects funded both fully and partially by the GGRF must clearly display, identify and label themselves as being part of the "California Climate Investments" program. The acknowledgement must contain the California Climate Investments and CAL FIRE logos as well as the following statement:

"Funding for this project provided by the California Department of Forestry and Fire Protection's (CAL FIRE) Wildfire Prevention Grants Program as part of the California Climate Investments Program."

A draft of the acknowledgement must be approved by the STATE prior to publication. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other project types, such as vehicles, equipment, and consumer-based incentives, acknowledgement is encouraged by using a decal, sticker or other signage.

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at: www.caclimateinvestments.ca.gov/logo-graphics-request.

2. In addition, all projects funded both fully and partially by GGRF must contain the following statement in public announcements or press releases on said projects:

"Escondido Wildfire Prevention Project, is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment– particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov."

23-WP-SDU- 57706088

Application Form :

Profile : manderson@escondido.org

Project Information

Project Name/Title : Escondido Wildfire Prevention Project

In which county is the majority of your project located? : San Diego County

The full Project Tracking Number will be auto-generated within Grants Portal. Please use the format 23-WP-UUU and replace your 3-character unit identifier from your selected county above. : 23-WP-SDU-

Are there additional counties? : No

Did you have communication with CAL FIRE about this project? : Yes

In which California State Assembly district(s) is your project located? :

76th - San Diego

In which California State Senate district(s) is your project located? :

40th - San Diego

Project End Date : 2030-03-15

Project Description Summary

Please provide a paragraph summarizing proposed project including the location, habitable structures, acres treated, etc. : The Escondido Wildfire Prevention Project will include a large planning element and a smaller public education element. For the wildfire prevention planning activity, the project will update the City of Escondido and Rincon Del Diablo Fire Protection District's Community Wildfire Protection Plan (CWPP). Originally completed and adopted in 2010, the CWPP provided a comprehensive, scientifically-based analysis of wildfire-related hazards and risks in the Wildland-Urban Interface (WUI) areas served by the City of Escondido Fire Department. The analysis in the CWPP followed the standards for that established at the time by the Healthy Forests Restoration Act (HFRA). The CWPP made recommendations to aid stakeholders in reducing or potentially preventing the threat of wildfire in the study area, addressed structural ignitability risk and mitigation and discussed local firefighting capabilities. However, the CWPP is outdated and needs to be updated. Factors that have changed over the past 12 years include the expansion of development converting wildland to urban and suburban areas, changes to roadways, grass and brush growth, an expanded understanding or the effects of extreme weather conditions and the completion of some projects in the original CWPP. For the Wildfire Prevention Education, the City will increase distribution of its annual mailer covering vegetation clearance and defensible space standards. Currently, the City sends an annual mailer only to its Very High Fire Severity Zone parcels (approximately 2,400 parcels). This project would increase the audience to include all parcels in the High Fire Severity Zones (approximately 20,200 additional parcels) for five years through 2029.

Award Request Amount

Total Amount of Award Request : $245,939.10

Indirect Cost Rate

Are you requesting an Indirect Cost Rate in excess of 12%? : No

Organization Information

Organization Type : Incorporated Cities and Counties

Board Resolution or Attesting Document : 23-WP-SDU-57706088-Draft Council Resolution.pdf

Applicant Name/Sponsoring Organization : City of Escondido

Project Manager Name : Chief John Tenger

Project Manager Mailing Address : 1163 North Centre City Parkway

Project Manager Mailing Address Line 2 :

City : Escondido

State : US-CA

Zip Code : 92026

Project Manager Phone Number : (760) 839-5401

Project Manager Email : jtenger@escondido.org

Project Activities

For which primary activity is funding being requested? : Wildfire Prevention Planning

Wildfire Prevention Planning Document : Community Plans Revised

Project Treatment Area

Primary Land Ownership Class : Local Government

Does your project include work on Tribal Lands? : No

Limiting Factors: Check the box if there are any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the fire prevention proposed activity? :

Timber Harvest Plans (THP): For Hazardous Fuels Reduction projects, If there is a timber harvesting document on any portion of the proposed project area for which a "Notice of Completion" has not been filed with CAL FIRE check the box. :

California Environmental Quality Act (CEQA) Compliance: Desc how compliance with CEQA will be achieved in the Scope of Work. Is there an existing CEQA document that addresses this project or can be used to meet CEQA requirements?

Please indicate the CEQA document type (For planning, education and other projects that are exempt from CEQA, select "Not Applicable") : Not Applicable

Existing Document Identification Number :

Federal Responsibility Area: Does your project include work on Federal Lands that might require a National Environmental Policy Act (NEPA) document, or use a framework similar to Good Neighbor Authority? : No

Community Metrics

Fire Risk Reduction Community List (FRRC)

Is the Sponsoring Organization a local agency? (city, county, or other publicly funded entity serving a city and/or county) : Yes

If yes, please select from the Fire Risk Reduction Community List options : Not on the FRRC list

If yes, is the Sponsoring Organization reporting defensible space data to CAL FIRE? :

Community at Risk: Is the project associated with a community that is listed as a Community at Risk? : Yes

Number of Risk Communities in the project area : 1

Disadvantaged/Low Income Community: Is the project associated with a disadvantaged/low-income community? : Yes

If Yes, select all that applies: :

Low Income

Project Area Statistics: For all Hazardous Fuels Reduction projects, provide an estimate of the Treatment Influence Zone (TIZ) acres. Include Local Responsibility Area (LRA), Federal Responsibility Area (FRA) and State Responsibility Area (SRA) as applicable for TIZ.

The Treatment Influence Zones (TIZ) are the treatment areas within a project, where on-the-ground activities are accomplished. There can be multiple treatment areas associated with a project. Wildfire Prevention Planning and Wildfire Prevention Public Education projects will NOT have treatment areas.

Local Responsibility Area (LRA) Treatment acres :

Federal Responsibility Area (FRA) Treatment acres :

State Responsibility Area (SRA) Treatment acres :

Total Treatment Acres : 0

Fire Hazard Severity Zones (FHSZ)

What Fire Hazard Severity Zones (FHSZ) are in the project area? Fire Hazard Severity Zone ratings are available at: https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones (https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones). Copy and paste the link or right-click to open in a new tab. Please provide an approximate number of acres or percentage of the project area in each zone.

Number of Acres in the Very High SRA FHSZ : 900

Number of Acres in the Very High LRA FHSZ : 9,100

Number of Acres in the High SRA FHSZ : 700

Number of Acres in the High LRA FHSZ : 12,600

Number of Acres in the Moderate SRA FHSZ : 100

FHSZ Total Acres : 23400

Document Uploads

Letters of Support :

Letters of Commitment :

In addition to the online project mapping program treatment Geopoint and polygons, include a pdf map(s) of the project with the project application. The maps shall meet the requirements of Appendix G in the Procedural Guide.

PDF Project Map : 23-WP-SDU-57706088-Escondido PDF Project Map.pdf

The below required standard forms can be found in the forms section of the solicitation. To get to the Solicitation Link click back to the solicitation, then click on the three lines next to the application and click the solicitation link. The below documents are required at the time of submission.

STD 19 Nondiscrimination Compliance Statement form : 23-WP-SDU-57706088-STD 19.pdf

STD 21 A Drug-Free Workplace Certification form : 23-WP-SDU-57706088-STD 21.pdf

STD 204 Payee Data Record form : 23-WP-SDU-57706088-STD 204.pdf

Miscellaneous Form Upload Field #1 : 23-WP-SDU-57706088-Example Proactive Vegetation Management Information.pdf

Miscellaneous Form Upload Field #2 :

Miscellaneous Form Upload Field #3 :

Miscellaneous Form Upload Field #4 :

Project Mapping Program

Project Mapping Program: Create a Geopoint and Polygon(s) via the weblink. copy and paste the link or right-click to open in a new tab:https://grant-access-calfire-forestry.hub.arcgis.com (https://grant-access-calfire-forestry.hub.arcgis.com) The Online Project Mapping Component is a requirement for a complete application submission.

View Budget Worksheet : https://portal.ecivis.com/#/peerBudget/2EFFF940-CBE8-49E3-B329-279107BC4718

Average Score : 0.00

Application Goals :

View Application Goals : https://portal.ecivis.com/#/peerGoals/FC25EE2A-BB28-4288-BA5F-33F0D08BC7DD

# of Reviews : 1

# of Denials : 0

Created by : zengine+37946@srm.ecivis.com

Record ID # : 57706088

Last change : 2024-05-14T16:09:43+0000

Escondido Wildfire Prevention Project

Linked Form Profile :

Linked Form Submissions : 23-WP-SDU- 57706088

Scope of Work :

Project Name : Escondido Wildfire Prevention Project

Project Tracking Number : 23-WP-SDU-57706088

Please use the Tracking Number that was automatically assigned by Grants Portal. The format will be 23-WP-UUU-XXXXXXXX

Project Description

Please provide a comprehensive project description including the location, habitable structures, acres treated, etc. (please note there are no space limitations) : The Escondido Wildfire Prevention Project will include a large planning element and a smaller public education element. For the wildfire prevention planning activity, the project will update the City of Escondido and Rincon Del Diablo Fire Protection District's Community Wildfire Protection Plan (CWPP). Originally completed and adopted in 2010, the CWPP provided a comprehensive, scientifically-based analysis of wildfire-related hazards and risks in the Wildland-Urban Interface (WUI) areas served by the City of Escondido Fire Department. The analysis in the CWPP followed the standards for that established at the time by the Healthy Forests Restoration Act (HFRA). The CWPP made recommendations to aid stakeholders in reducing or potentially preventing the threat of wildfire in the study area, addressed structural ignitability risk and mitigation and discussed local firefighting capabilities. However, the CWPP is outdated and needs to be updated. Factors that have changed over the past 12 years include the expansion of development converting wildland to urban and suburban areas, changes to roadways, grass and brush growth, an expanded understanding or the effects of extreme weather conditions and the completion of some projects in the original CWPP. The updated plan will be completed in accordance with the process and structure designed by the Fire Safe Council of San Diego County, with focus on two main functions: to identify and prioritize fuel reduction treatments needed in the EFD response area and outline methods for addressing these, and to make recommendations for measures that reduce structural ignitability. For the Wildfire Prevention Education, the City will increase distribution of its annual mailer covering vegetation clearance and defensible space standards. Currently, the City sends an annual mailer only to its Very High Fire Severity Zone parcels (approximately 2,400 parcels). This project would increase the audience to include all parcels in the High Fire Severity Zones (approximately 20,200 additional parcels) for five years through 2029.

Section I :

Primary Activity Type : Wildfire Prevention Planning

Wildfire Prevention Planning

1. Describe the geographic scope of the project, including the communities that will benefit, and an estimate of the number of structures within the project area. : The Wildfire Planning Project will cover the entire City of Escondido and Rincon del Diablo Fire Protection District, which is served by the Escondido Fire Department. The project area consists of approximately 50 square miles. As of the last CWPP, there were 47,584 housing units: 27,371 were single-family dwellings, 16,477 condos or apartments, and 3,736 mobile homes. There are

approximately 3.12 people per household. There are approximately 153,614 people living within the response area. The EFD response area is bordered by Deer Springs Fire Protection District, San Marcos Fire Department, Rancho Santa Fe Fire Protection District, City of San Diego Fire Department, CAL FIRE and Valley Center Fire Protection District (which has a contract with CAL FIRE for fire services). The majority of Escondido is considered to be in the Southern California Coast ecoregion, Coastal Terraces subsection. Elevation ranges from 400 feet to 2,100 feet above sea level. Temperatures are fairly moderate, with the average high being 77.5° F and the low being 52.3° F. Average rainfall is 15.29” per year, with the maximum occurring in February (3.66”) and the minimum in August (0.03”). The EFD has already defined 16 planning units within the study area that are considered “wildland-urban interface,” and an additional unit was added on the west side as a result of the 2011 study. The 2011 community-level assessment identified 10 of the 25 communities in the study area to be at a very high or high risk for fire. In addition to these 25 communities, six “areas of special interest” (ASI) have been identified: Bear Valley Power Plant, Daley Ranch (3,201-acre conservation area), Escondido Water Treatment Plant, Lake Dixon, San Diego Zoo Safari Park, and the Hubbard Hill communications towers. Although these areas may not include residences, they contain critical infrastructure, buildings, and/or other structures that necessitate serious attention from a fire mitigation standpoint.

2. Describe how the project will assess the risks to residents, structures and prioritize projects to reduce this risk over time. : CWPP consultants are expected to collect comprehensive data, update the existing CWPP, and develop a revised annual work plan. The data collected will focus on assessing risks to residents and structures, including a wall-to-wall risk assessment of the jurisdiction, property fire risk assessment leveraging fire department proximity data, identifying neighborhood boundaries, and prioritizing projects for structural hardening, defensible space, fuels treatment, and evacuation planning. The associated annual workplan will establish a priority list of projects to reduce these risks, with a focus on increasing the protection of people, structures, and communities.

3. Does the proposed plan add or build upon previous wildfire prevention planning efforts in the general project area? : The proposed plan will update an outdated Community Wildfire Protection Plan completed in 2010. Updates are expected to include the expansion of development converting wildland to urban and suburban areas, changes to roadways, grass and brush growth, an expanded understanding or the effects of extreme weather conditions and the completion of some projects in the original CWPP. Additionally, the Education side of the project will build upon the City’s existing Wildfire Prevention Education program, which educates the public on making homes and communities more wildfire resilient, including defensible space training. Education efforts will be expanded from 2,365 parcels to 22,564 parcels.

4. Identify a diverse group of key stakeholders, including local, state, and federal officials where appropriate, to collaborate with during the planning process. Discuss how the project proponent plans to engage with these targeted stakeholders. : Broad participation in planning will provide important information to Escondido Fire while increasing the likelihood that planning outcomes reflect the interests and concerns of diverse stakeholder groups. As a result, participation can improve the decisions that our agency and our public officials make and create legitimacy and public buy-in for successful project implementation. Stakeholders involved in the creation of the 2010 CWPP included the Escondido Fire Department, the City of Escondido, San Diego County Fire Protection District, California Chaparral Institute, Lake Hodges Fire Safe Council, San Diego Gas and Electric, California Department of Fish and Game, San Dieguito River Valley Conservancy, and the consultant hired to create the CWPP. For the proposed update, these community and agency partners will determine priority actions and mutually agree on the CWPP final contents as outlined in the HFRA. A sample benefit gleaned from collaboration with Fire Safe Councils is obtaining local knowledge, such as indigenous or anecdotal knowledge that would be beneficial to Escondido Fire. Our regional public utility company, SDG&E, has invested $1.5 billion since 2007 in fire risk mitigation. This includes robust efforts to fire harden the power grid, enhance situational awareness, update operating protocols and build community partnerships to improve the region's overall ability to respond to wildfires. Their collaboration is imperative to the success of our CWPP. The City of Escondido’s Public Works Department

committed to vegetation management within the City boundaries and works closely with Escondido's Fire offic
Their commitment to the safety and security of our citizens makes them an invaluable partner in the update of the CWPP.

5. Describe the pathways for community involvement that will be incorporated in the planning process. : For the CWPP update, the consultant will be expected to collect input from both community members and people in the stakeholder group. This will likely take the form of surveys, virtual input, and/or public meetings/workshops. Prior to official adoption by the City Council, the CWPP will be presented to the public, with opportunities for community members to provide feedback directly to City Leadership. For the Community Education project, recipients are encouraged to contact the fire department for more information. 60 days after the mailers are sent out, Fire Department staff will conduct visual inspections of the project areas to assess progress and compliance.

Section II :

Degree of Risk

1. Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps. : Escondido, CA, has a higher wildfire risk to homes than 99.4% of communities in the nation. (Source: Wildfire Risk to Communities. Scott JH, Gilbertson-Day JW, Moran C, Dillon GK, Short KC, & Vogler KC. (2020). Wildfire Risk to Communities: Spatial datasets of landscape-wide wildfire risk components for the United States. Fort Collins, CO: Forest Service Research Data Archive. Updated 25 November 2020. As reported by the CWDG Data Tool, https://wildfirerisk.org/cwdg-tool/600022804). Additionally, the CALFIRE Fire Hazard Severity Zone Viewer (https://egis.fire.ca.gov/FHSZ/), using data from the State Fire and Resource Assessment Program, shows Escondido almost entirely surrounded by Very High Fire Hazard Severity Zones in Local Responsibility, State Responsibility, and Federal Responsibility Areas.

2. Describe the geographic proximity of the project to structures at risk to damage from wildfire in the WUI. : As a planning and education project, this would impact the risk and safety of every structure within the Escondido Fire Department response area. This area includes approximately 50 square miles of residential, commercial, and industrial structures almost entirely surrounded by Moderate, High, and Very High Fire Hazard Severity Zones. The goal of both the Prevention Planning and Education projects is to reduce the risk of wildfire damage, with special focus on risk to damage from wildfire in the WUI.

Section III :

Community Support

1. Does the project include any matching funds from other funding sources or any in-kind contributions that are expected to extend the impact of the proposed project? : The Escondido Fire Department will continue to fund the "Very High Fire Severity Zone" mailers as budgeted, which currently costs approximately $1,000 annually. The funds requested from Calfire will be applied directly to increasing the reach of the mailer to the approximately 20,200 additional parcels in the "High Fire Severity Zone" areas of the City.

2. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives and progress of the project. Activities such as planned press releases, project signage, community meetings, and field tours are encouraged. : The Department will create a project-related webpage on the Fire Department website to keep stakeholders informed on the progress and status of the CWPP planning process and to collect input. All public outreach efforts will include methods to ensure that low-income communities and Spanish speaking stakeholders can participate in the discussion and development of the CWPP.

3. Describe any plans to maintain the project after the grant period has ended. : Once the CWPP has be revised, the Department will establish an annual meeting of all stakeholders to review the identified goals and project benchmarks. Furthermore, the Department is committed to establish budgeted funds to review and revise the updated CWPP every five years going forward. This will ensure that the CWPP and the annual work plan are constantly valid, aligned with currently adopted State and Local Building and Fire codes, relevant, and updated on an ongoing basis. Once updated, the CWPP will serve as the guiding document to improve the City's wildfire preparedness, with identified projects and goals to maintain resilient landscapes, fire adapted communities, and safe, effective risk-based wildfire response. City staff will explore all potential funding sources to complete these implementation projects, including the USFS Community Wildfire Defense Grant, the CALFIRE Wildfire Prevention Grant, and other opportunities from various Federal, State, and private sources.

4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level? : The Escondido Fire Department works with a number of stakeholders to address fire hazard reduction throughout the region. These stakeholders include the San Diego County Fire Protection District, California Chaparral Institute, Lake Hodges Fire Safe Council, San Diego Gas and Electric, California Department of Fish and Game, and San Dieguito River Valley Conservancy.

Section IV :

Project Implementation

1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account. : For the Planning Portion, within three months of approval for grant funding, EFD will obtain a minimum of three written quotes to secure a contract with a qualified consultant. The consultant will be required to conduct a kick-off meeting with expert stakeholders to review the existing plan, present the process or updating the CWPP, and get feedback on moving forward with the CWPP process. The stakeholders will include the Escondido Fire Department, San Diego County Fire Protection District, California Chaparral Institute, Deer Springs Fire Safe Council, Lake Hodges Fire Safe Council, San Diego Gas and Electric, California Department of Fish and Game, the Bureau of Land Management, business groups, community organizations and representatives from local homeowners' associations. Once the stakeholder meetings are completed, the consultant will spend an estimated three months to conduct the CWPP hazard, defensibility, and risk assessments, keeping expert stakeholders involved as needed throughout the process. Once the CWPP hazard, defensibility, and risk assessments are completed, an expert stakeholder meeting will be conducted to outline the results of the assessments. The consultant will draft the revised CWPP, validate the draft with all stakeholders and conduct a series of public workshops designed to educate public stakeholders, business and community organizations on the development of the Draft CWPP, outreach activities, results of the final analyses, and introduction of the draft action plan. The second portion of these workshops will be an interactive session where stakeholders can ask questions, voice concerns, and provide input for revisions of the CWPP. This portion of the project is estimated to take about six months, with completion estimated before month 15 after grant approval. The Department will create a project-related webpage on the Fire Department website to keep stakeholders informed on the progress and status of the CWPP planning process and to collect input. All public outreach efforts will include methods to ensure that low-income communities and Spanish speaking stakeholders can participate in the discussion and development of the CWPP. Once the Draft CWPP is complete, the Department will host another series of workshops and start the Initial Study to move forward in identifying the significant impacts as required by CEQA. Finally, the CWPP will be reviewed and adopted by the Escondido City Council and Rincon Del Diablo Fire Protection District Board of Directors. The anticipated maximum timeline for the project is estimated to take approximately 24 months. The Fire Prevention Education Project will send out annual educational materials each April throughout the project period (2025, 2026, 2027, 2028, 2029). These materials are updated each year to address the most pressing concerns and new information from Code Compliance, and will be tailored to action steps determined through the update of the CWPP.

2. Verify the expected timeframes to complete the project will fall under the required completion dates depending on the source of the funds awarded. : The CWPP update is expected to be finished within 24 months, well before the deadline of 3/15/2030. The Mailer education project will be sent every April through April 2029. This will give time for compliance assessments to be completed well before the deadline of 3/15/2030.

3. Please list the milestones that will be used to measure the progress of the project. : Planning Project: • Selection of Consultant • Completion of Data Collection • Draft CWPP Complete • Public input complete • Final CWPP Adopted Education Project: • 2025 Design Complete • 2025 Mailers Sent • 2025 Visual Inspections Complete • 2026 Design Complete • 2026 Mailers Sent • 2026 Visual Inspections Complete • 2027 Design Complete • 2027 Mailers Sent • 2027 Visual Inspections Complete • 2028 Design Complete • 2028 Mailers Sent • 2028 Visual Inspections Complete • 2029 Design Complete • 2029 Mailers Sent • 2029 Visual Inspections Complete

4. Please list the measurable outcomes (i.e. project deliverables) that will be used to measure the project's success. : • Completed and adopted Community Wildfire Prevention Plan • 5-year Action Plan associated with CWPP • Fewer vegetation abatement cases/complaints

5. If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met? : Not Applicable

6. List any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the wildfire prevention proposed activity? : Not Applicable

Section V :

Administration

1. Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project applicant or manager having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project support. : The City completed a CWPP in 2010, which will be the foundation for the current project's update. Additionally, the City currently administers an educational mailer program, which this project would simply expand. In its experience, most residents will engage in clearing defensible space and reach out to discuss clearing concerns on neighboring properties.

2. Identify who will be responsible for tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds. : Project expenses will be tracked by the Escondido Fire Department Deputy Fire Marshall and Fire Administrative Services Manager. The City Finance Department will oversee expenses and project records to ensure compliance with best practice accounting principles.

Section VI :

Budget

A detailed project budget should be provided in the online budget included in this solicitation. The space provided here is to allow for a narrative description to further explain the proposed budget.

1. Explain how the grant funds, if awarded, will be spent to support the goals and objectives of the project. If equipment grant funds are requested, explain how the equipment will be utilized and maintained beyond the life of the grant. : Wildfire Prevention Planning: Consultant professional services contract budget of $150,000 will be used for the consultant to complete data collection, update the existing CWPP and develop a revised ann

work plan. This cost includes the time and personnel hours the consultant will need to provide community and stakeholder input. Consultant will Provide the items below for $54,000: • Provide a wall-to-wall risk assessment of our jurisdiction • Compile a property fire risk assessment leveraging fire department proximity data • Identify neighborhood boundaries • Structural Hardening Priorities • Defensible Space Priorities • Fuels Treatment Priorities • Evacuation Planning Priorities • Other Mitigation & Preparedness Priorities The CWPP Update Budget is estimated to be $65,000 The Annual Work Plan Budget is estimated to be $16,000 Additional consultant admin/production/travel & expenses are estimated at $15,000 Total Planning Budget: $150,000 Wildfire Prevention Education: The City of Escondido received a vendor quote of $13,585 to cover printing, mail fulfillment, envelope/addressing, and standard mail postage for 20,199 additional 3-page letters printed on 24# text stock (full color), folded/inserted in 24# standard #10 addressed envelopes. City staff have included a 4% annual increase for the additional four years to cover inflation, rising postage costs, and the inclusion of additional parcels in future Fire Hazard Severity Zone maps. The staff time associated with updating the mailer each year with the latest information from code enforcement and fire prevention will be covered by the City of Escondido, leaving the City's request to Calfire to only cover the costs of increasing the mailer audience to include the additional parcels in the High Fire Hazard Severity Zones. Total Education Budget: $73,581 Indirect Costs: The City of Escondido requests reimbursement of indirect costs up to 10%, which would be up to $22,358. Total Request: $245,939

2. Are the costs for each proposed activity reasonable for the geographic area where they are to be performed? Identify any costs that are higher than usual and explain any special circumstances within the project that makes these increased costs necessary to achieve the goals and objectives of the project. : Yes, all costs are reasonable.

3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project? : Yes, the total cost is appropriate for the City-wide impact of the projects.

4. Please list each object category amount that you are requesting and the detail of how that would support meeting the grant objectives. : Contract: $223,581 - $150,000 will support an updated CWPP and Action Plan, which will be used to increase the protection of people, structures, and communities. $73,581 will support distribution of the Educational Mailer, which will be used to increase defensible space around homes in High and Very High Fire Hazard Severity Zones, to make homes and communities more wildfire resilient. Indirect (10%): $22,358 - will support the general operations of the City of Escondido related to the management, completion, and tracking of this Wildfire Prevention project. **All Wildfire Prevention Grants projects will clearly display, identify, and label themselves as being funded by CAL FIRE. Acknowledgments will contain the CAL FIRE logo as well as the following statement: Funding for this project provided by CAL FIRE's Wildfire Prevention Grants Program. And will include the California Climate Investments funding boilerplate and logo with the CAL FIRE logo on all outreach and public-facing materials including but not limited to press releases, media advisories, printed collateral, event invitations, signs, and project/program websites additions related to this project.

5. Does your project include the purchase of capital equipment (more than $5,000 per item)? : No

Section VII :

California Climate Investments

The space provided here is to allow for a narrative description to further explain how the project/activity will reduce Greenhouse Gas emissions.

1. How will the project/activity reduce Greenhouse Gas emissions? : By reducing or preventing the spread of wildfire, these projects will inherently reduce the Greenhouse Gas Emissions created by the combustion of plants and structures. Additionally, the removal of combustible materials through vegetation abatement and defensible space clearing helps to sequester carbon and reduce Greenhouse Gas emissions. The local waste collection

company, Escondido Disposal, Inc., collects all organics, including landscape trimmings and yard waste, and processes them into mulch, fertilizer, and renewable energy using an Anaerobic Digestion Facility. This process diverts organic matter from the landfill, further reducing the creation of greenhouse gasses.

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Record ID # : 57706184

Last change : 2024-05-14T15:39:57+0000

Budget Report

Passthrough Agency: California Department of Forestry and Fire Protection (CAL FIRE)
Program: FY 2023-2024 Wildfire Prevention Grants
Project Name/Title: Escondido Wildfire Prevention Project
Org Name: City of Escondido
Stage: Pre-Award

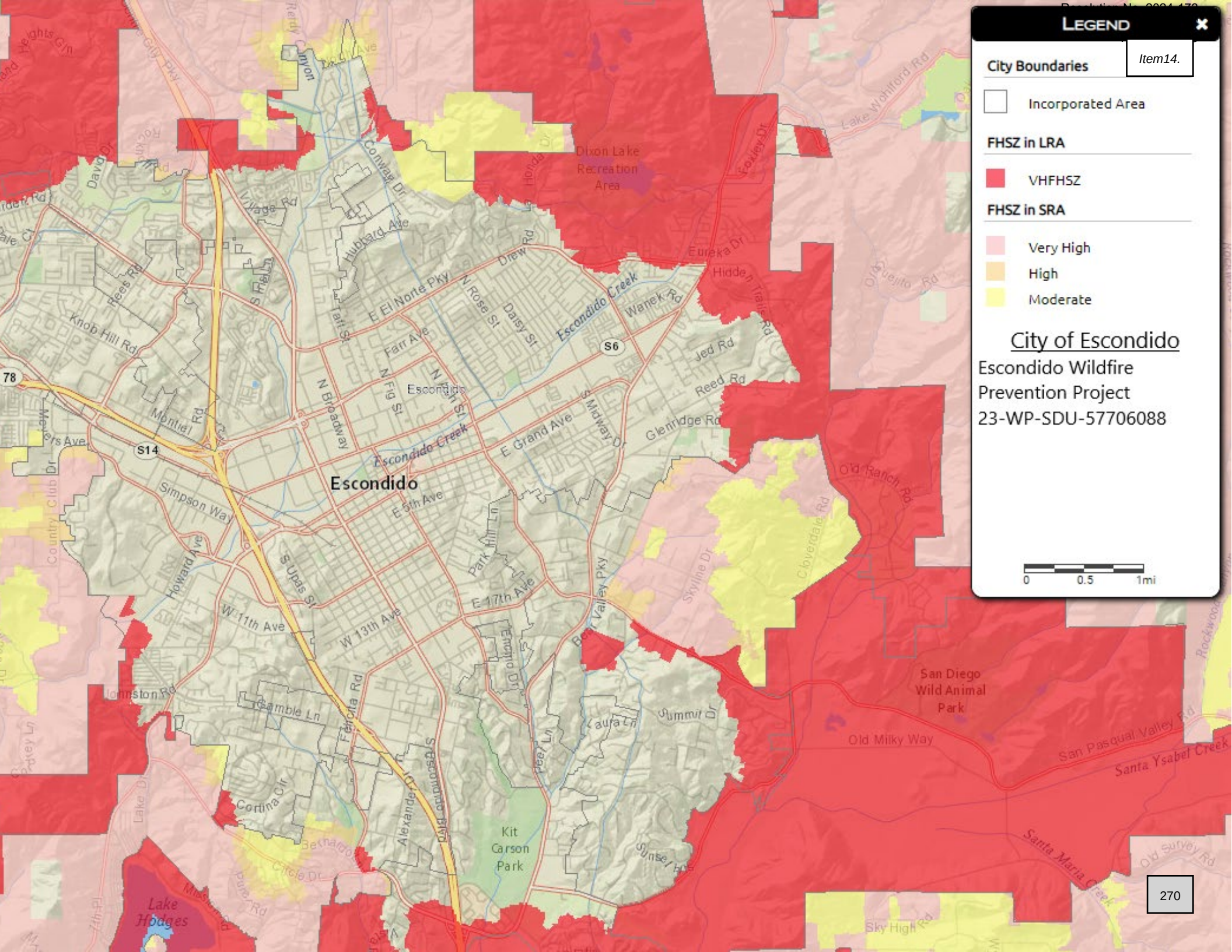
Report Date: 08/12/2024
Requested By: Matthew Anderson
manderson@escondido.org

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share
Salaries & Wages									
Salaries & Wages Total			**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
Employee Benefits									
Employee Benefits Total			**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
Contractual									
	CWPP Update	Contract total for data collection, community engagement, and CWPP update	1	$150,000.00	$150,000.00	$150,000.00	$15,000.00		$0.00
	Print/Mail Fulfillment (years 1-5)	Contract total for printing, mail fulfillment, envelope/addressing and postage for years 1-5	1	$73,581.00	$73,581.00	$73,581.00	$7,358.10		$0.00
Contractual Total			**2**	**$223,581.00**	**$223,581.00**	**$223,581.00**	**$22,358.10**		**$0.00**
Travel & Per Diem									
Travel & Per Diem Total			**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
Supplies									
Supplies Total			**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
Equipment									
Equipment Total			**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
Other Costs									
Other Costs Total			**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
Indirect Cost									
	To be used by CAL FIRE staff only	To be used by CAL FIRE staff only	0	$0.00	$0.00	$0.00	$0.00		$0.00
Indirect Cost Total			**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**

Other

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share
Other									
Other Total			**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
Grant Total			**2**	**$223,581.00**	**$223,581.00**	**$223,581.00**	**$22,358.10**		**$0.00**
							Total with IDC		**$245,939.10**


LEGEND
City Boundaries
Incorporated Area
FHSZ in LRA
VHFHSZ
FHSZ in SRA
Very High
High
Moderate
City of Escondido
Escondido Wildfire
Prevention Project
23-WP-SDU-57706088
0
0.5
1mi
Escondido
Dixon Lake Recreation Area
San Diego Wild Animal Park
Kit Carson Park
Lake Hodges
Escondido Creek
Santa Ysabel Creek
Santa Maria Creek
E El Norte Pky
E Grand Ave
E 5th Ave
E 17th Ave
W 11th Ave
W 13th Ave
Simpson Way
Old Milky Way
San Pasqual Valley Rd
Bear Valley Pky
Summit Dr
Old Ranch Rd
Glenridge Rd
Reed Rd
Jed Rd
Wanek Rd
Eureka Dr
Hidden Trails Rd
Lake Wohlford Rd
Knob Hill Rd
Montiel Rd
Rees Rd
Village Rd
Hubbard Ave
Conway Dr
Drew Rd
Farr Ave
N Rose St
Daisy St
N Broadway
N Fig St
N Fish St
S Midway Dr
S Upas St
Park Hill Ln
Howard Ave
Johnston Rd
Gamble Ln
Fencita Rd
Cortina Cir
Alexander Dr
S Escondido Blvd
Peer Ln
Laura Ln
Sunset Hill
Sky High Rd
Old Survey Rd
Cloverdale Rd
Skyline Dr
Country Club Dr
Meyers Ave
Bernardo
Circle Dr
Lake Dr
Rockwood
S6
S14
78

Docusign Envelope ID: 2480EB7D-A231-4F52-A895-5072C283432A

BUDGET ADJUSTMENT REQUEST

Department:	Fire	**For Finance Use Only**
Department Contact:	Laura Costello	**BA #** _____
City Council Meeting Date: *(attach staff report)*	November 20, 2024	**Fiscal Year** _____

EXPLANATION OF REQUEST

A budget adjustment is needed to spend CAL FIRE Escondido Wildfire Prevention Project funds to distribute annual wildfire prevention education mailers on vegetation clearance and defensible space standards to residents in high-risk fire zones through 2029.

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
CAL FIRE Wildfire Prevention Grant	**451- WPPG25**	**245,939.10**	
State Funding	**451-4127**	**245,939.10**	

APPROVALS

Signed by: John Tenger DC8BB8E97011433...	11/12/2024	DocuSigned by: Lorena Rocha 99A33925FA6B449...	11/12/2024
DEPARTMENT HEAD	**DATE**	**FINANCE**	**DATE**

STAFF REPORT

November 20, 2024
File Number 0480-49

SUBJECT

RESIDENTIAL AND COMMERCIAL SOLID WASTE RATE INCREASE

DEPARTMENT

Utilities Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2024-143, approving 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, 2025.

Staff Recommendation: Approval (Utilities: Angela Morrow, Director of Utilities)

Presenter: Angela Morrow, Director of Utilities

ESSENTIAL SERVICE – Yes, Keep City Clean for Public Health and Safety; Recycling and Waste Management

COUNCIL PRIORITY –Improve Public Safety and Increase Retention and Attraction of People and Businesses to Escondido

FISCAL ANALYSIS

The Franchise Agreement allows for annual percentage increases in EDI's fees for service up to the annual percentage increase in the San Diego Consumer Price Index ("CPI"). The San Diego CPI for all urban consumers increased by 3.4788 percent from the first half of 2023 to the first half of 2024 (from 358.515 to 370.987). Pending City Council approval of the proposed rate increase, solid waste, and recycling rates will increase by the same percentage. Future annual CIP adjustments can be made on January 1 each year, through 2029.

The City collects a franchise fee from EDI for the exclusive right to collect and process commercial and residential solid waste, recyclables, and green waste. Escondido's current franchise fee is 13 percent of EDI's gross revenues, which totaled approximately $3,596,490 in fiscal year 2023 General Fund revenues. With this council approval, the Franchise Fee paid to the City by EDI will increase up to 0.5 percent, from 13 percent to 13.5 percent. The result will be increased revenue for the city from franchise fees and increased revenue associated with the adjusted CPI rates. The City would, therefore, collect an additional

CITY of ESCONDIDO

STAFF REPORT

$0.31 per month per customer in Franchise Fees for essential residential services. For basic commercial services, the Franchise Fee will increase by $1.41 per monthly customer.

The above-described Franchise Fees are revenue for the City's General Fund. Increases in base rates for residential and commercial services will be detailed in the Background section of this report. These base rates are distinct from the Franchise Fee and are retained by EDI. The complete list of recommended increases is provided in Exhibit "A".

PREVIOUS ACTION

On June 19, 2019, the City Council adopted Resolution No. 2019-142, authorizing a Franchise Agreement ("Agreement") between the City, Escondido Disposal, Inc., and Escondido Resource Recovery, divisions of EDCO Refuse Services, Inc. The Agreement specified rates to be charged for solid waste and recycling services, established initial maximum rates paid by the ratepayers, and authorized the contractor to increase rates annually by a percentage equal to the previous year's CPI increase. The Agreement established that the City Council must adopt, by resolution, the proposed annual increases submitted by EDI for these rates to take effect.

On November 20, 2019, the City Council conducted a Proposition 218 Hearing and adopted Resolution No. 2019-142, approving Franchise Fee increases through 2024, and including approval of a 2.7824 percent increase for residential and commercial collection services, effective January 1, 2020.

On October 28, 2020, the City Council adopted Resolution No. 2020-130, approving a 1.3057 percent increase for residential and commercial collection services, effective January 1, 2021.

On November 3, 2021, the City Council adopted Resolution No. 2021-158, approving a 4.0524 percent increase for residential and commercial collection services, effective January 1, 2022.

On November 16, 2022, the City Council adopted Resolution No. 2022-158, approving an 8.1468 percent increase for residential and commercial collection services, effective January 1, 2023.

On November 15, 2023, the City Council adopted Resolution No. 2023-136, approving a 5.4810 percent increase for residential and commercial collection services, effective January 1, 2024.

The rate increases in the table below were requested by EDI and approved by the City Council for basic residential and commercial collection services over the last five years:

CITY of ESCONDIDO

STAFF REPORT

Date	Residential Increase	Commercial Increase
January 2019	2.62%	1.46%
January 2020	2.7824%	2.7824%
January 2021	1.3057%	1.3057%
January 2022	4.0524%	4.0524%
January 2023	8.1468%	8.1468%
January 2024	5.4810%	5.4810%
Proposed January 2025	**3.4788%**	**3.4788%**

BACKGROUND

On September 4, 2024, the City received notice from Escondido Disposal, Inc., requesting an increase in the solid waste and recycling rates in accordance with Section 13.2(A) of the City of Escondido Waste and Recycling Franchise Agreement.

The proposed rate increases are set by the 3.4788 percent change in the CPI between the first half of 2023 and the first half of 2024. Pending approval of the rate increases by the City Council, residential and commercial rate increase notices will be mailed to customers in November 2024. Under the proposed CPI rate increase for residential accounts, the total monthly rate for curbside trash and recycling collection will increase by $1.19 per month, from $30.33 to $31.52. The same change in CPI will increase current commercial rates. A typical commercial rate for a three-yard container serviced once a week will increase by $5.46 per month from $135.95 to $141.41. The proposed 3.48 percent increase would become effective January 1, 2025, and will apply to all residential and commercial collection rates and services as presented in Exhibit “A” to Resolution No. 2024-143.

Household Hazardous Waste (“HHW”) fees and AB 939 fees were established in 1994. AB 939 is an Assembly bill enacted into law that authorizes the collection of fees to fund recycling and waste reduction programs required by the California Integrated Waste Management Act of 1989. HHW fees were last increased on January 1, 2006, from $0.35 to $0.52 per month. AB939 fees were last increased on January 1, 2019, from $0.52 per month to $0.63 per month. No increases in either AB 939 or HHW fees are being requested at this time, so the HHW fee will remain at $0.52 per month, and the AB 939 fee will remain at $0.63 per month.

If the City Council adopts the proposed increases, the residential total monthly base rate for solid waste organics and recycling services and the commercial total monthly rate (using a three-yard permanent bin collected once per week as an example) will increase according to the following tables. These tables are for illustrated purposes; the complete list of recommended increases is provided in Exhibit “A”.

CITY of ESCONDIDO

STAFF REPORT

Basic Residential Rates

Basic Residential Rate	Current	Proposed Increase	Effective 1/1/2025
Base	$25.39	$0.88	$26.27
Franchise Fee	$3.79	$0.31	$4.10
AB939	$0.63	No Increase	$0.63
HHW	$0.52	No Increase	$0.52
Total	**$30.33**	**$1.19 Total Increase**	**$31.52**

Typical Commercial Rate

Basic Commercial Rate	Current	Proposed Increase	Effective 1/1/2025
3-yard bin, once/week	$116.33	$4.05	$120.38
Franchise Fee	$17.38	$1.41	$18.79
AB939	$1.72	No Increase	$1.72
HHW	$0.52	No Increase	$0.52
Total	**$135.95**	**$5.46 Total Increase**	**$141.41**

The proposed increases to the rates and fees charged by EDI would become effective January 1, 2025, and apply to all commercial and residential collection rates. The complete tables of the new proposed rates are shown in Exhibit "A" to Resolution No. 2024-143.

RESOLUTIONS

a) Resolution No. 2024-143
b) Resolution No. 2024-143 – Exhibit "A" – Solid Waste & Recycling Service Fees for CY 2025

RESOLUTION NO. 2024-143

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A RATE INCREASE PURSUANT TO THE CITY OF ESCONDIDO WASTE AND RECYCLING FRANCHISE AGREEMENT WITH EDCO REFUSE SERVICES, INC.

WHEREAS, in June 2019 the City of Escondido ("City") approved a Waste and Recycling Franchise Agreement ("Agreement") with Escondido Resource Recovery and Escondido Disposal, Inc., Divisions of EDCO Refuse Services, Inc. ("EDI") to provide residential, commercial, and industrial trash and recycling collection services; and

WHEREAS, Section 13 of the Agreement allows for an annual increase in the base rates by an amount not to exceed the percentage increase in the Consumer Price Index ("CPI") for the previous year; and

WHEREAS, such base rate increases will be considered by the City Council upon receipt of written notice of the proposed increase, with notice coming no later than 60 days prior to the effective date of the proposed increase; and

WHEREAS, EDI requested an increase in the residential and commercial rates and fees to be effective January 1, 2025, and this request was made in writing on September 4, 2024; and

WHEREAS, revised residential and commercial rates and fees were last approved on November 15, 2023, with a January 1, 2024 effective date; and

WHEREAS, the rates are being increased pursuant to the Agreement and in compliance with the notice and majority protest requirements of Proposition 218 (California Constitution, Article XIII D, Section 6); and

WHEREAS, a Public Notice was mailed to customers of record on October 3, 2024, which provided the 45 day notice of hearing for residential and commercial rates and fees; and

WHEREAS, the City has conducted, in compliance with Proposition 218, a public hearing to consider the proposed rate and fee increases on November 20, 2024; and

WHEREAS, California Government Code section 53756 permits the adoption of a schedule of fees authorizing automatic adjustments for a period not to exceed five years; and

WHEREAS, the proposed revised residential and commercial rates and fees, to be effective January 1, 2025, and the calculation of the increased percentage in the Consumer Price Index is attached as Exhibit "A"; and

WHEREAS, notice of the residential and commercial rates revised for the allowed annual CPI increase are being mailed to all affected customers in Escondido in November 2024; and

WHEREAS, the Director of Utilities recommends approval of the proposed increase in Solid Waste Disposal and Recycling rates and fees for residential and commercial accounts, effective January 1, 2025.

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 Residential and Commercial Solid Waste Disposal Organics and Recycling Rates set forth in Exhibit "A" of the Agreement attached to this Resolution and incorporated by this reference, will supersede all prior rates and fees for services as set forth in Exhibit "A."

3. The Residential and Commercial Solid Waste Disposal Organics and Recycling Rates set forth in Exhibit "A" will be effective for all changes on or after January 1, 2025, unless otherwise specified in writing.

ESCONDIDO DISPOSAL, INC.
WASTE & RECYCLING SERVICES

September 4, 2024

Angela Morrow
Director of Utilities – City of Escondido
201 N. Broadway
Escondido, CA 92025

RE: Solid Waste & Recycling Service Fees for CY 2025

Dear Angela:

Section 13.2 of the City of Escondido Waste and Recycling Franchise Agreement allows Escondido Disposal Inc. (EDI) to propose an annual rate adjustment. This approval was granted back in 2020, following a Prop 218 5-year rate review. A new Prop 218 5-year rate hearing should be held so that subsequent rate adjustments can be implemented starting January 1, 2025.

To complete the adjustment process, EDI is providing three (3) attachments for your review. The first attachment is the proposed rate schedule for all service levels for the 2025 calendar year based on changes in the San Diego area Consumer Price Index (CPI). Also included is a 0.5% increase in the City of Escondido's franchise fee. The second attachment is a copy of the CPI. The third attachment is the draft Prop 218 five (5) year notices.

EDI rate adjustments are based on changes in the San Diego CPI for the first half of 2023 compared to the first half of 2024. The 2024 index was 370.987 compared to the 2023 index of 358.515. The difference between the old base index and the new base index is 12.472 or 3.4788%. Current residential rates may be increased **$1.19 per month.** Of that increase, $0.88 is a result of a CPI increase on EDI's Base Rate, $0.31 is a result of a franchise fee increase to 13.5%.

Current commercial rates may be increased **$5.46 per month**. Of that increase, $4.05 is a result of a CPI increase on EDI's 3-yard 1/week service rate, $1.41 is a result of a franchise fee increase.

The AB 939 and the Household Hazardous Waste (HHW) fees remained unchanged. Both residential and commercial increases will be effective January 1, 2025.

Please review the attached information and call me with any questions.

Sincerely,

Jim Ambroso
General Manager

Solid Waste Disposal, Recycling and Commingled Recycling Franchise Agreement
Attachment A - Residential Rates
Effective 1/1/2025

Last 12 month period for which statistics are available is the first half of 2023 compared to the first half of 2024 in the San Diego area

All Urban Consumers (all items), base period of 1982-84 = 100

Current CPI	370.987	(first half of 2024)
Previous CPI	358.515	(first half of 2023)
Change	12.472	points

CPI Percentage change **3.4788%**

BASIC RESIDENTIAL RATE	**Current Per Month**	**Proposed 1/1/2025**	
Base Rate including organics	$ 25.39	**$ 26.27**	
Franchise Fee 13%	$ 3.79	**4.10**	Increases to: 13.50%
AB939	$ 0.63	**0.63**	
HHW	$ 0.52	**0.52**	
Total Rate - Residential Service	**$ 30.33**	**$ 31.52**	

MISCELLANEOUS	**Current Per Month**	**Proposed 1/1/2025**	
Bulk item	$ 15.39	**$ 16.00**	per item
Tires (under 17") Rim Diam.	$ 4.60	**$ 4.78**	/each
(17" - 23") Rim Diam.	$ 18.48	**$ 19.22**	/each
(Over 23") Rim Diam.	$ 307.64	**$ 319.88**	/each
Refrigerator, freezer, air conditioner	$ 61.56	**$ 64.01**	/each
Bags (under 25 lbs.)	$ 1.56	**$ 1.62**	/each

MOBILE HOME CURB SERVICE RATE			
Service	$ 26.43	**$ 27.48**	Per month

ADDITIONAL CART			
Trash	$ 5.39	**$ 5.60**	Per additional cart (3 month minimum)
Recycling	$ -	**$ -**	Per additional cart

AUTOMATED OVERAGE CHARGES			
	$ 15.39	**$ 16.00**	Trip charge
	$ 1.57	**$ 1.63**	Per bag

GREEN WASTE CART RENTAL	$ 4.17	**$ 4.34**	additional 4th cart and above

City of Escondido
Commercial Rates Effective 1/1/25

CONSUMER PRICE INDEX CALCULATION

Last 12 month period for which statistics are available is the first half of 2023 compared to the first half of 2024 in the San Diego area

All Urban Consumers (all items), base period of 1982-84 = 100

Current CPI	370.987	(first half of 2024)
Previous CPI	358.515	(first half of 2023)
Change	12.472	points
Percentage change	**3.4788%**	

BASIC COMMERCIAL RATE

	Current 1/1/2024	Proposed 1/1/2025	
3yard 1/week	$ 116.33	$ 120.38	
Franchise Fee 13%	$ 17.38	$ 18.79	Increases from 13% to 13.5%
AB939	$ 1.72	$ 1.72	
HHW	$ 0.52	$ 0.52	
Total	$ 135.95	$ 141.41	-

PERMANENT BINS

BIN SIZE	Frequency 1 x WK	2 x WK	3 x WK	4 x WK	5 x WK	6 x WK
1 1/2 YARD	$ 95.47	$ 160.70	$ 225.99	$ 291.27	$ 356.55	$ 421.86
3 YARD	$ 141.41	$ 247.74	$ 354.10	$ 460.39	$ 566.70	$ 672.99
4 YARD	$ 184.73	$ 328.60	$ 472.54	$ 616.46	$ 760.33	$ 904.24

EXTRA DUMP CHARGES FOR PERMANENT BINS

	1 1/2 YARD	3 YARD	4 YARD
Per Bin Dump	$ 27.67	$ 40.92	$ 51.24

T-BINS $ 125.52 $ 150.59
Customer is allowed to keep bin for 1 week

GREENS T-BIN $ 111.95 $ 138.55

CONSTRUCTION BINS

BIN SIZE	1 x WK	2 x WK	3 x WK	4 x WK	5 x WK
1 1/2 YARD	$ 138.40	$ 218.28	$ 298.18	$ 378.08	$ 457.97
3 YARD	$ 196.06	$ 355.87	$ 515.76	$ 675.55	$ 835.39
4 YARD	$ 224.31	$ 437.45	$ 650.50	$ 863.65	$ 1,076.75

NOTE: ALL CONSTRUCTION BINS HAVE A ONE TIME DELIVERY FEE OF: $ 46.78

EXTRA DUMP CHARGES FOR CONSTRUCTION BINS

	1 1/2 YARD	3 YARD	4 YARD
Per Bin Dump	$ 36.10	$ 46.57	$ 59.68

OFF-RD BINS

BIN SIZE	1 x WK	2 x WK	3 x WK	4 x WK	5 x WK
1 1/2 YARD	$ 168.22	$ 322.07	$ 475.90	$ 629.79	$ 783.63
3 YARD	$ 193.88	$ 373.36	$ 552.86	$ 732.34	$ 911.83
4 YARD	$ 210.96	$ 407.60	$ 604.21	$ 800.89	$ 997.50

NOTE: ALL OFF ROAD BINS HAVE A ONE TIME DELIVERY FEE OF: $ 46.78

EXTRA DUMP CHARGES FOR OFF ROAD BINS

1 1/2 YARD	3 YARD	4 YARD
$ 36.10	$ 49.12	$ 59.69

MATRIX FOR 3 YARD AND 4 YARD BINS

3 YARD BINS

# OF BINS	Frequency					
	1 x WK	2 x WK	3 x WK	4 x WK	5 x WK	6 x WK
1	$ 141.41	$ 247.74	$ 354.10	$ 460.39	$ 566.70	$ 672.99
2	$ 282.82	$ 495.48	$ 708.20	$ 920.78	$ 1,133.40	$ 1,345.98
3	$ 424.23	$ 743.22	$ 1,062.30	$ 1,381.17	$ 1,700.10	$ 2,018.97
4	$ 565.64	$ 990.96	$ 1,416.40	$ 1,841.56	$ 2,266.80	$ 2,691.96
5	$ 707.05	$ 1,238.70	$ 1,770.50	$ 2,301.95	$ 2,833.50	$ 3,364.95
6	$ 848.46	$ 1,486.44	$ 2,124.60	$ 2,762.34	$ 3,400.20	$ 4,037.94
7	$ 989.87	$ 1,734.18	$ 2,478.70	$ 3,222.73	$ 3,966.90	$ 4,710.93
8	$ 1,131.28	$ 1,981.92	$ 2,832.80	$ 3,683.12	$ 4,533.60	$ 5,383.92
9	$ 1,272.69	$ 2,229.66	$ 3,186.90	$ 4,143.51	$ 5,100.30	$ 6,056.91
10	$ 1,414.10	$ 2,477.40	$ 3,541.00	$ 4,603.90	$ 5,667.00	$ 6,729.90

4 YARD BINS

# OF BINS	Frequency					
	1 x WK	2 x WK	3 x WK	4 x WK	5 x WK	6 x WK
1	$ 184.73	$ 328.60	$ 472.54	$ 616.46	$ 760.33	$ 904.24
2	$ 369.46	$ 657.20	$ 945.08	$ 1,232.92	$ 1,520.66	$ 1,808.48
3	$ 554.19	$ 985.80	$ 1,417.62	$ 1,849.38	$ 2,280.99	$ 2,712.72
4	$ 738.92	$ 1,314.40	$ 1,890.16	$ 2,465.84	$ 3,041.32	$ 3,616.96
5	$ 923.65	$ 1,643.00	$ 2,362.70	$ 3,082.30	$ 3,801.65	$ 4,521.20
6	$ 1,108.38	$ 1,971.60	$ 2,835.24	$ 3,698.76	$ 4,561.98	$ 5,425.44
7	$ 1,293.11	$ 2,300.20	$ 3,307.78	$ 4,315.22	$ 5,322.31	$ 6,329.68
8	$ 1,477.84	$ 2,628.80	$ 3,780.32	$ 4,931.68	$ 6,082.64	$ 7,233.92
9	$ 1,662.57	$ 2,957.40	$ 4,252.86	$ 5,548.14	$ 6,842.97	$ 8,138.16
10	$ 1,847.30	$ 3,286.00	$ 4,725.40	$ 6,164.60	$ 7,603.30	$ 9,042.40

Multi- Family Recycling Fee per month per dwelling unit **$ 1.33**

COMPACTOR / DOB RATES

COMPACTORS:

"C"	$ 292.98	$ 64.48	Per Ton Landfill fees
"D"	$ 299.05	$ 64.48	Per Ton Landfill fees
"F"	$ 313.30	$ 64.48	Per Ton Landfill fees
"P"	$ 264.44	$ 64.48	Per Ton Landfill fees

DOB'S	Haul	Disposal (6 tons)	Sub-total	Del Charge	Total
14 YARD (8' X 16' X 3')	$ 303.91	$ 386.88	$ 690.79	$ 71.39	$ 762.18
25 YARD (8' X 18' X 5')	$ 303.91	$ 386.88	$ 690.79	$ 71.39	$ 762.18
38 YARD (8' X 22' X 6')	$ 303.91	$ 386.88	$ 690.79	$ 71.39	$ 762.18
GREENS DOB:	$ 329.11	$ 283.28	$ 612.39	$ 79.33	$ 691.72
C&D DOB	$ 303.91	+ Tip Fee		$ 71.39	
SCRAP METAL DOB	$ 326.58	$ 181.65	$ 508.23	$ 79.33	$ 587.56
CARDBOARD DOB	$ 326.58	$ -	$ 326.58	$ 79.33	$ 405.91

STEAM CLEAN:	$ 46.10	Per hour
UNABLE TO SERVICE:	$ 109.29	
STANDBY TIME:	$ 4.28	Per minute
DOB DEL. CHARGE:	$ 71.73	(One time charge)
Container Rental	$ 5.12	Per day starting with the 8th day (temporary boxes)
	$ 5.09	Per day starting with the 13th day (permanent boxes 3 months or more)

DOB - MANIFESTED WASTE:

	Haul	Disposal (6 tons)	Sub-total	Del Charge	Total
14 YARD (8' X 16' X 3')	$ 303.91	$ 527.01	$ 830.92	$ 71.73	$ 902.65
25 YARD (8' X 18' X 5')	$ 303.91	$ 527.01	$ 830.92	$ 71.73	$ 902.65
38 YARD (8' X 22' X 6')	$ 303.91	$ 527.01	$ 830.92	$ 71.73	$ 902.65

MANIFEST FEE:	$ -	
SPECIAL HANDLING:	$ -	
PORTAL TO PORTAL CHARGE:	$ -	Per hour

RECYCLE BIN RATES

	1 x WK	2 x WK	3 x WK	4 x WK	5 x WK
1 1/2 YARD	$ 58.78	$ 121.81	$ 184.77	$ 247.77	$ 310.75
3 YARD	$ 73.50	$ 136.48	$ 199.47	$ 262.50	$ 325.50
4 YARD	$ 94.46	$ 157.51	$ 220.50	$ 283.49	$ 346.50

EXTRA DUMP CHARGES FOR OFF-ROAD RECYCLING BINS

1 1/2 YARD	3 YARD	4 YARD
$ 29.39	$ 43.54	$ 54.43

95 GALS	Commercial Recycling Carts	SERVICE	RATE/MO OR FEE	
950T	Extra Dump		$ 11.54	Fee
950N	Newspaper	1 X WK	$ 26.27	Per month
950G	Glass	1 X WK	$ 26.27	Per month
950P	Plastic & Aluminum	1 X WK	$ 26.27	Per month
950GR	Green Waste	1 X WK	$ 4.48	Per month Per Cart

COMPACTOR BIN FORMULA

Less bin rental	$ 683.83	- $18 =	$ 665.83
Divide by 4.333 weeks	$ 665.83	/ 4.333 =	$ 153.66
Divide by # of days pick up	$ 153.66	/ 6 =	$ 25.61
Multiply by 3 to 1 ratio	$ 25.61	x 3 =	$ 76.83
Multiply by # of days pick up	$ 76.83	x 6 =	$ 460.98
Multiply by 52 weeks	$ 460.98	x 52 =	$ 23,970.96
Divide by 12 months	$ 23,970.96	/ 12 =	$ 1,997.58

COMPACTOR PER DUMP FORMULA

FOR EXTRA DUMPS

Rate less bin rental	$ 144.74	- $18 =	$ 126.74
Divide by 4.333	$ 126.02	/ 4.333	$ 29.08
Multiply by 3 to 1 ratio	$ 29.08	x 3 =	$ 87.24
Add'l overhead labor cost			$ 30.94
Total per dump			$ 118.18

COMPACTOR BOX RENTAL Large Compactors $ 191.41 Per month

ROLL OUT FEE SCHEDULE:

ANYTHING UNDER 25 FEET IS FREE; OVER IS $.06 PER FOOT
i.e. Roll out 100 ft @ 2/Week is figured as follows:

100 ft - 25 ft = 75 ft x 2 (number of days dumped per week) = 150 x $.05516681 (per foot charge)
$8.28 (weekly charge) x 52 (weeks per year) = $43.56 (yearly charge / 12 (months per year)
$35.10 (monthly charge) then add to regular charges.
Minimum charge is $1.01per month.

Per Foot Charge			$ 0.07
Days Dumped Per Week (2)	100 ft - 25 ft = 75 ft x 2		150 feet
Weekly Charge	Weekly Charge		$ 10.50
Annual Charge	$ 10.50	x 52 =	$ 546.00
Monthly Charge for Roll-Out 2X week	$ 546.00	/ 12 =	$ 45.50

MISCELLANEOUS COMMERCIAL FEES

Locking Lids	$ 8.34	Per Month
Balanced Lids	$ 10.00	Per Month
Enclosure Cleaning	$ 75.16	Minimum-subject to estimate
Brakes	$ 83.49	1 time charge
Bar Locks	$ 50.68	1 time charge
Extra Keys	$ 2.50	each
Locks	$ 25.88	each
Lock & Unlock Charge (Barlock Bins)	$ 1.66	for each lock/unlock (x per wk service)

Commercial Commingled Organics

Bins & Carts

1st Bin Size	Frequency 1	2	3	Extra Pickup
Cart (65 gl)	$ 115.69	$ 231.37	$ 347.05	$ 46.28
Cart (96 gl)	$ 130.47	$ 260.93	$ 391.43	$ 52.19
1.5 CY	$ 211.61	$ 423.20	$ 634.79	$ 84.64

Each Additional Bin Frequency

Size	1	2	3
Cart (65 gl)	$ 109.92	$ 219.80	$ 329.68
Cart (96 gl)	$ 123.93	$ 247.89	$ 371.83
1.5 CY	$ 201.00	$ 402.05	$ 603.08

City of Escondido
Split Bin Rates
1/1/2025

3 CY Split Recycle & Trash Bin Rates

	Service Frequency	Service	AB939	HHW	Total Rate
Trash	1x Week	$ 93.23	$ 1.72	$ 0.52	$ 95.47
	2x Week	$ 156.22	$ 3.44	$ 1.04	$ 160.70
	3x Week	$ 219.27	$ 5.16	$ 1.56	$ 225.99
	4x Week	$ 282.31	$ 6.88	$ 2.08	$ 291.27
	5x Week	$ 345.35	$ 8.60	$ 2.60	$ 356.55
Recycle	1x Week	$ 58.78			$ 58.78
	2x Week	$ 121.81			$ 121.81
	3x Week	$ 184.77			$ 184.77
	4x Week	$ 247.77			$ 247.77
	5x Week	$ 310.75			$ 310.75
3CY Split Bin Rate	**1x Week**	**$ 152.01**	**$ 1.72**	**$ 0.52**	**$ 154.25**
	2x Week	**$ 278.03**	**$ 3.44**	**$ 1.04**	**$ 282.51**
	3x Week	**$ 404.04**	**$ 5.16**	**$ 1.56**	**$ 410.76**
	4x Week	**$ 530.08**	**$ 6.88**	**$ 2.08**	**$ 539.04**
	5x Week	**$ 656.10**	**$ 8.60**	**$ 2.60**	**$ 667.30**

Consumer Price Index for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUURS49ESA0
Not Seasonally Adjusted
Series Title: All items in San Diego-Carlsbad, CA, all urban
Area: San Diego-Carlsbad, CA
Item: All items
Base Period: 1982-84=100
Years: 2014 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2014													265.145	265.251	265.039
2015													269.436	267.346	271.526
2016													274.732	272.628	276.837
2017											285.961		283.012	281.561	284.464
2018	288.331		290.810		289.243		295.185		295.883		293.858		292.547	290.076	295.018
2019	295.761		297.226		300.303		299.333		301.033		301.520		299.433	298.147	300.718
2020	302.564		302.589		301.317		305.611		304.443		306.334		303.932	302.040	305.823
2021	307.688		315.035		317.141		323.906		324.138		326.422		319.761	314.282	325.241
2022	332.990		339.852		343.502		347.462		350.721		348.145		344.416	339.886	348.945
2023	354.453		358.026		361.339		362.412		367.185		366.343		362.022	358.515	365.529
2024	367.917		370.858		372.858									370.987	
												Index Change		12.472	
												CPI % Change		3.4788%	eff 1/1/25

STAFF REPORT

November 20, 2024
File Number 0830-20

SUBJECT

SPECIFIC PLAN AMENDMENT, CONDITIONAL USE PERMIT, AND DESIGN REVIEW PERMIT- PL23-0296, PL23-0297 AND PL24-0217 – CHICK-FIL-A DRIVE THROUGH ESTABLISHMENT

DEPARTMENT

Development Services Department, Planning Division

RECOMMENDATION

Request the City Council adopt Resolution No. 2024-160 for approval of a Specific Plan Amendment to the South Centre City Specific Plan to allow for "eating establishments with a drive-through" as a conditionally permitted use within the 13th Avenue Corners District, specifically on the subject site; a Conditional Use Permit to the permit the proposed drive-through use; and a Design Review Permit for construction of the drive-through facility. The project would demolish an existing 9,558 square-foot restaurant building. The new drive-through restaurant consists of a 3,124-gross square-foot, one-story building, with an outdoor dining area of approximately 1,026 square feet (48 outdoor seats). The Project also includes adoption of a Mitigated Negative Declaration prepared for the Project.

Staff Recommendation: Approval (Development Services Department: Christopher McKinney, Deputy City Manager/Interim Director of Development Services)

Presenter: Veronica Morones, City Planner / Greg Mattson, AICP, Contract Planner

ESSENTIAL SERVICE – Yes, Land Use/Development Services

COUNCIL PRIORITY - Increase Retention and Attraction of People and Businesses to Escondido

FISCAL ANALYSIS

The applicant would be responsible for payment all applicable Development Impact Fees.

BACKGROUND

4G Development & Consulting ("Applicant"), representing Chick-Fil-A, submitted a request for a Specific Plan Amendment ("SPA") to amend the South Centre City Specific Plan to permit "eating establishments with a drive-through" within the 13th Avenue Corners District subject to a Conditional Use Permit. The SPA would also revise language within the Chapter 3 of the Specific Plan document for consistency purposes which pertains to district specific development standards (see Attachment "1" – strikethrough/underline of the SPA). The request also includes a Conditional Use Permit and Design Review Permit for the proposed

use, as permitted by the SPA, and for the construction of the facilities in conformance with Article 64 (Design Review) of the Escondido Zoning Code ("Project").

The Project site is located at the southwest corner of W. 13th Avenue and S. Pine Street, and is addressed as 515 W 13th Avenue.

ANALYSIS

The proposed Project consists of four components. The first component is a Specific Plan Amendment modifying the South Centre City Specific Plan to allow eating establishments with a drive through via the Conditional Use Permit process within the 13th Avenue Corners District which currently prohibits this type of use. The second component is a Conditional Use Permit ("CUP") to permit the proposed drive through use. The third component is a Design Review Permit to allow the construction of the 3, 124 square foot Chick-Fil-A restaurant, 1,026 square foot open-air outdoor dining area, and associated site improvements with drive through operations. The final component is an Initial Study/Mitigated Negative Declaration (IS/MND) checklist for the review and analyze the Project characteristics with the intent of identifying any potential impacts to the environment.

A complete analysis of the Project may be found within the attached Planning Commission staff report, dated October 08, 2024 (see Attachment "2" – Planning Commission staff report).

PREVIOUS ACTION

On October 08, 2024, the Planning Commission held a duly noticed Public Hearing for the Project. The Planning Commission voted 5 – 1 – 1 recommending approval of the Project to the City Council. Planning Commission received no public comments for the Project.

The Planning Commission adopted Resolution No. 2024-19, recommending the City Council approve the Project as proposed, and conditioned.

ENVIRONMENTAL ANALYSIS

The California Environmental Quality Act ("CEQA") applies to proposed projects initiated by, funded by, or requiring discretionary approvals from state or local government agencies. CEQA Guidelines Section 15367 states that a lead agency, in this case the City of Escondido, is the agency that has the principal responsibility for carrying out or approving a project and is responsible for compliance with CEQA. As lead agency, the City must complete an environmental review to determine if implementation of the Project would result in significant adverse environmental impacts. In compliance with CEQA, an Initial Study ("IS") has been prepared to assist in making that determination. Based on the nature and scope of the Project and the evaluation contained in the IS environmental checklist, the City has concluded that a Mitigated Negative Declaration ("MND") is the appropriate level of analysis for the Project.

CITY of ESCONDIDO

STAFF REPORT

As provided in CEQA Statute Section 21064.5, and stated in CEQA Guidelines section 15070, an MND can be prepared when "(a) the initial study shows that there is not substantial evidence, in light of the whole record before the agency, that the project may have a significant effect on the environment, or (b) the initial study identifies potentially significant effects, but (1) revisions in the project plans or proposals made by, or agreed to by the applicant before a proposed mitigated negative declaration and initial study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur; and (2) there is no substantial evidence, in light of the whole record before the agency, that the project as revised may have a significant effect on the environment." The MND prepared for the Project identified potentially significant impacts in the areas of Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Noise, and Transportation. However, through incorporation of mitigation measures, the impacts can be reduced to a less-than-significant level.

A Draft Initial Study/Mitigated Negative Declaration ("IS/MND") was prepared for the proposed Project and identified any potentially significant impacts associated with the Project, such as impacts to Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Noise, and Transportation. The Draft IS/MND was circulated for public review for 30 days (August 16, 2024 - September 16, 2024), and the City received no comments during the public review period. Mitigation measures have been identified that would reduce all potential impacts to a less-than-significant level. Therefore, preparation of an Environmental Impact Report is not required and an IS/MND is the appropriate level of environmental review. The Final IS/MND and Mitigation Monitoring and Reporting Program has been included as Exhibit "C" of Resolution No. 2024-160, and is attached to the staff report as Attachment "3". There is a staff administrative correction to the Conditions of Approval related to Item 12a., there is "no" exemption being applied to this project. The applicant has prepared a Mitigated Negative Declaration for the proposed Project, as described above.

City staff will file a Notice of Determination (see Attachment "4") with the County Clerk.

CONCLUSION AND RECOMMENDATION

The Project includes the redevelopment of a vacant building, and would permit a new land use that is consistent with the goals and policies of the South Centre City Specific Plan, and the City's 2012 General Plan. The Specific Plan Amendment would permit eating establishments with a drive-through via a Conditional Use Permit, allowing for the City to exercise discretionary review of applications for any future proposed uses. Furthermore, the subject site is appropriate for a drive-through use as the site is an existing closed restaurant with existing adequate access, and utility services on-site. The Project complies with the standards as required by the Specific Plan. An environmental review analyzed any potential impacts under the CEQA guidelines, and any identified impacts may be considered less than significant with mitigation incorporated. The proposed building meets all of the development standards for the subject zone as required by the SCCSP.

CITY of ESCONDIDO

STAFF REPORT

Based on the analysis contained in this staff report, and the Planning Commission staff report, dated October 08, 2024, Planning staff recommends that the City Council adopt Resolution No. 2024-160, approving the Project as proposed.

RESOLUTIONS

a) Resolution No. 2024-160
b) Resolution No. 2024-160 – Exhibit "A"— Legal Description
c) Resolution No. 2024-160—Exhibit "B"— Appendix A
d) Resolution No. 2024-160—Exhibit "C"— Final Initial Study/Mitigated Negative Declaration
e) Resolution No. 2024-160—Exhibit "D"— Mitigation Monitoring and Reporting Program
f) Resolution No. 2024-160—Exhibit "E"—Plans
g) Resolution No. 2024-160—Exhibit "F"— Findings of Fact
h) Resolution No. 2024-160—Exhibit "G"— Conditions of Approval

ATTACHMENTS

a) Attachment "1"— South Centre City Specific Plan Strikethrough/Underline
b) Attachment "2"— Planning Commission Staff Report, dated October 8, 2024
c) Attachment "3"—Final Initial Study/Mitigated Negative Declaration
d) Attachment "4"— Notice of Determination

RESOLUTION NO. 2024-160

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A SPECIFIC PLAN AMENDMENT, CONDITIONAL USE PERMIT, DESIGN REVIEW PERMIT FOR A DRIVE-THROUGH ESTABLISHMENT; AND ADOPTING A MITIGATED NEGATIVE DECLARATION PREPARED FOR THE PROJECT

WHEREAS, Chick-Fil-A, Inc. ("Applicant"), filed a land use development application, Planning Case Nos. PL23-0296, PL23-0297, and PL24-0217 ("Application"), constituting a request for a Specific Plan Amendment to amend the South Centre City Specific Plan ("SCCSP") to allow drive-through uses on the subject site; a Conditional Use Permit for a drive-through restaurant use; and, a Design Review Permit for the construction of a 3,124 square-foot, single-story dual-lane drive through restaurant use ("Project") on a 1.4 gross acre site located at 515 West 13th Avenue (APNs 236-161-06 and 236-161-07), within the General Plan land use designation of Specific Plan Area 15 ("SPA 15") and in the Specific Plan ("S-P") zoning district; and

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

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

WHEREAS, a Specific Plan Amendment is permitted by the SCCSP and Article 61 (Administration and Enforcement) of the Escondido Zoning Code; and

WHEREAS, the Applicant seeks to amend the SCCSP to allow for auto-oriented uses within the 13th Avenue Corners District, subject to a Conditional Use Permit ("CUP"), revise text within Chapters 3 and 5 of the SCCSP, specifically for consistency regarding the Specific Plan's setting, the District Specific Development Standards, and Design Guidelines (Section 3.7.1, 5.3.3.1, and 3.7.4.1, respectively), and to revise the definition for "eating establishments, all types" of Appendix A, all as shown in Exhibit "B"; and

WHEREAS approval of the Specific Plan Amendment would allow for textual modifications and clarifications to this conditionally permitted use; and

WHEREAS, the Applicant submitted a Conditional Use Permit application to construct a dual-lane drive-through use on the subject; and

WHEREAS, a Design Review Permit is required for the Project as outlined in Article 64 (Design Review) of the Escondido Zoning Code; and

WHEREAS, the Project includes architecture and site design that meets or exceeds the standards for design of new construction within the City; and

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

WHEREAS, a Draft Initial Study and Mitigated Negative Declaration (IS/MND) was prepared, circulated, and notice made of its availability for public review and comment during the period from August 16, 2024, to September 16, 2024, and no public comments were received and no corrections/additions to the Draft IS/MND were necessary; and

WHEREAS, Final IS/MND is attached as Exhibit “C” and incorporated herein by this reference, was subsequently prepared, which is comprised of any and all public comment letters received during the public review period, response to comments, corrections/additions to the Draft IS/MND, and revisions and additions to the appendices or other referenced documents; and

WHEREAS, in addition to the Final IS/MND, a Mitigation Monitoring and Reporting Program (MMRP) has been prepared for the Project, attached as Exhibit “D” and incorporated herein by this reference, to ensure compliance with the required mitigation measures or project revisions during project implementation; and

WHEREAS, the Planning Division studied the Application, performed necessary investigations, prepared a written report, and hereby recommends approval of the Project as depicted on the plans shown in Exhibit “E”, and a made a part hereof by this reference as though fully set forth herein; and

WHEREAS, the Planning Commission of the City of Escondido held a duly noticed public hearing on October 8, 2024, as prescribed by law, at which time the Planning Commission received and considered the reports and recommendation of the Planning Division and gave all interested persons were given the opportunity to appear and present their views with respect to the Application. Evidence was submitted to and considered by the Planning Commission, including written and oral testimony from City staff, interested parties, and the public. Following the public hearing, the Planning Commission adopted Resolution No. 2024-19, which recommended that the City Council approve the Project; and

WHEREAS, the City Council held a duly noticed public hearing on November 20, 2024, as prescribed by law, at which time the City Council received and considered the staff report, dated November 20, 2024 with attachments, and recommendation of the Planning Division and Planning

Commission, and gave all person's full opportunity to be heard and to present evidence and testimony regarding the Project. Evidence was submitted to and considered by the City Council, including, without limitation:

a. Written information including plans, studies, written and graphical information, and other material, submitted by the Applicant; and

b. Oral testimony from City staff, interested parties, and the public; and

c. The City Council staff report, dated November 20, 2024, with its attachments as well as City staff's recommendation on the Project, which is incorporated herein as though fully set forth herein; and

d. The Planning Commission's recommendation; and

e. Additional information submitted during the public hearing; and

WHEREAS, 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 material shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

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

1. That the above recitations are true.

2. That the City Council has reviewed and considered the Final IS/MND prepared for the Project in conformance with CEQA, and Article 47 (Environmental Quality), the staff report dated November

20, 2024, and testimony given at the public hearing, and makes the environmental determinations included within the Finding of Fact attached as Exhibit “F”, hereto and incorporated by this reference. The Final IS/MND adequately addresses all environmental issues associated with the Project, and the Project would not result in any significant impacts to the environment. Approval of this resolution includes the adoption of the Final IS/MND prepared for the Project.

3. That the MMRP identifies mitigation measures necessary to reduce all impacts to a less-than-significant level, and assigns on-going responsibility for carrying out mitigation responsibilities which are appropriate to address and mitigate project-related impacts.

4. That the Findings of Fact, attached as Exhibit “F” hereto and incorporated by this reference, were made by the City Council, and upon their consideration along with the staff reports, public testimony presented at the hearing, and all other oral and written evidence on this Project, the City Council approves the Project, subject to the Conditions of Approval set forth in Exhibit “G” hereto and incorporated by this reference. The City Council expressly declares that it would not have made this decision except upon and subject to each and all of said conditions, each and all of which shall run with the land and be binding upon the Applicant, the owner, and all subsequent owners of the Property, and all persons who use the Property for the uses permitted hereby.

5. 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.

6. The development plans for the Project are on file in the Planning Division of the Development Services Department and are available for inspection by anyone interested herein, and the development plans are incorporated herein by this reference as if they were fully set forth herein. The Project is conditionally approved as set forth on the Application and Project drawings, and which shall not

be altered without the express authorization by the Planning Division. Any deviations from the approved development plans shall be reviewed by the City for substantial compliance and may require amendment by the appropriate hearing body.

7. That concurrently with this Resolution, the City Council is taking a number of actions in furtherance of the Project, as generally described by the November 20, 2024, City Council staff report. No single component of the series of actions made in connection with the Project shall be effective unless and until it is approved by an Ordinance or Resolution and is procedurally effective in the manner provided by state law. Therefore, this Resolution shall become effective and operative on the day immediately subsequent to the date that Resolution No. 2024-160 becomes effective.

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

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

2. NOTICE IS FURTHER GIVEN that the 90-day period during which to protest the imposition of any fee, dedication, reservation, or other exaction described in this Resolution begins on the effective date

of this Resolution, and any such protest must be in a manner that complies with Government Code section 66020.

Legal Description

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

LOTS 9 AND 10 IN BLOCK 220 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886. EXCEPTING FROM SAID LOT 9 THAT PORTION THEREOF GRANTED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSES IN DEED RECORDED MARCH 11, 1948, IN BOOK 2708, PAGE 47 OF OFFICIAL RECORDS.

EXCEPTING ALSO THE INTEREST CONVEYED TO THE CITY OF ESCONDIDO BY DEED RECORDED JANUARY 7, 1976 AS FILE NO. 76-004339 OF OFFICIAL RECORDS.

APN: 236-161-07-00 (Affects Lot 9)
236-161-06-00 (Affects Lot 10)

3.7 13TH AVENUE CORNERS DISTRICT

3.7.1 Setting.

Located at the intersection of Centre City Parkway and 13th Avenue, this 9-acre District consists of the parcels that create four commercially designated "corners" of the intersection. Existing uses at the time of this plan's adoption on the west side of the intersection include a Sprouts grocery store and a sit-down casual restaurant. On the east side of Centre City Parkway a strip-commercial center and fast-food outlet on one corner, and on the remaining corner is a building that was previously a single-story motel, occupied by a camper sales business.

3.7.2 13th Avenue Corners District Vision.

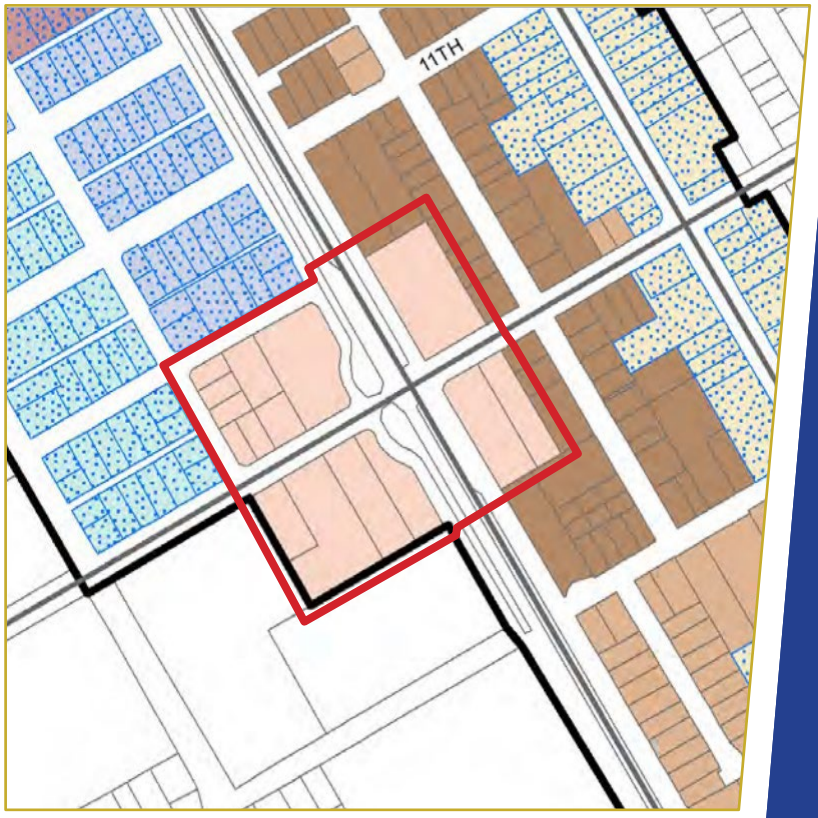
As one of the signalized intersections along South Centre City Parkway, the 13th Avenue Corners District is a focal point along the corridor. The Pine Street Pathway is an important component of the identity of this District, making it a destination for pedestrians and bicyclists. Both public and private right-of-way will be activated along the western side of Centre City Parkway by providing amenities desirable to users of the recreational trail and commercial businesses, such as parcourse exercise equipment, play structures, and benches for enjoying the nearby food offerings, and for social interaction.

Enhanced pedestrian crosswalks are attractive, improve safety, and encourage walking in the area. Bicycle crossings are separated from the pedestrian crossings for safety of both groups of users. A unique landscape theme unifies the four corners of the district, adding to the ambiance and appearance. A public art program at this intersection further enhances the appearance of the 13th Avenue Corners and defines the district as distinct and unique. A robust wayfinding program that incorporates elements of public art further encourages walking, bicycling, and use of the nearby transit stop at the intersection of 13th Avenue and Escondido Boulevard.

3.7.3 13th Avenue Corners District Concepts.

3.7.3.1 Land Use Concepts.

The following land use concepts highlight some of the key ways land use will help achieve the vision for this district. See the Land Use Table in Chapter 4 for permitted uses in the 13th Avenue Corners District.



Encourage underutilized property to redevelop.

The property at the northeast corner of Centre City Parkway and 13th Avenue is likely to redevelop over the life of the Specific Plan. Commercial development at this location is envisioned to be consistent with the other three corners of this intersection. The attractive design, character and setbacks of the existing southwest commercial building will be replicated on this parcel. Redeveloping this property is an ideal opportunity to tie the four corners together with a combination of public and private improvements.

3.7.3.2 Mobility Concepts:

The mobility concepts for this district encourage more walking and bicycling, and are detailed in the Mobility Chapter of this plan and outlined below:

Improve the intersection of 13th Avenue, Centre City Parkway and Pine Street.

Intersection improvements will enhance safety, and thereby increase pedestrian and bicycling opportunities. Improvements include attractive crosswalks, integrated bike lanes, and seamless connections to the Pine Street Pathway and associated recreational amenities near this location.

Provide pedestrian amenities.

Wayfinding signs and information kiosks will inform and direct pedestrians to nearby transit, downtown, and other nearby places of interest.

Provide bicycle parking.

Safe, secure bicycle parking will be included as part of new development to promote biking, particularly to patronize the commercial businesses in this district.

3.7.3.3 Design Concepts.

Create a signature intersection.

A distinct landscape theme, combined with the identified mobility improvements, will create a more prominent intersection. Wayfinding signs and the streetscape amenities discussed for the Pine Street Pathway help create a distinctive appearance. Canopy trees shall be preserved or replaced

Emphasize public art.

A public art theme incorporating sculptures or other interesting art pieces strategically located at the four corners of the intersection will unify the district and provide Centre City Parkway more of a neighborhood scale and identity.

3.7.3.4 Parks, Recreation, and Open Space Concepts.

Strategically link the Pine Street Pathway to commercial uses. Integrating picnic tables or benches for resting in the lesser-used eastern part of the grocery store parking lot with the Pine Street Pathway would promote greater use of the nearby recreational amenities.

3.7.4 District Specific Development Standards and Design Guidelines.

3.7.4.1 Development Standards.

1. Landscaping along Centre City Parkway shall be “canopy” restorative to the extent practicable, to the satisfaction of the Director of Community Development. For meeting the intent of the section, a buffer yard shall be provided along the entire frontage and feature a strong collection of industry and canopy trees.
2. Refer to Chapter 5 for Development Standards.

3.7.4.1 Design Guidelines.

1. Infill development at the northeast corner of Centre City Parkway and 13th Avenue is anticipated during the life of the plan. Redevelopment of this corner should be consistent with the setbacks and design character of (existing objective pedestrian-oriented development) southwest corner commercial building.
2. All corners of the intersection of 13th Avenue and Centre City Parkway should have consistent and compatible landscaping to emphasize the intersection as a key commercial destination along 13th Avenue and Centre City Parkway.
3. Provide pedestrian amenities at landscape corners and along the Pine Street Pathway, such as wayfinding signs or information kiosks.
4. Provide interesting outdoor pedestrian destinations such as public art, plazas, food courts, tables, benches, and/or other site amenities.

2. Rooftop deck, patio, or shade structure
3. Vegetation associated with rooftop deck or garden
4. Skylights
5. Solar panel, wind turbine, rainwater collectors
6. Rooftop screening equipment

5. An attic does not count as a story where 50% or more of the attic floor area has a clear height of less than 7.5 feet, measured from the finished floor to the finished ceiling.
6. A basement with 50% or more of its perimeter wall area (measured from finished floor elevation) surrounded by finished grade is not considered a story.

5.3.2.2 Design Guidelines.

1. Provide massing breaks along wall expanses. Avoid box-like building mass and form with large expanse of solid unbroken surfaces.
2. "Franchise architecture" is strongly discouraged.
3. Architectural gimmicks, such as distinctive roof shapes, that sacrifice the integrity of a streetscape to promote a single structure or development should be avoided.
4. Larger projects should be designed to emulate the existing rhythm and scale of the South Escondido and 9th Avenue Overlay Districts.

5.3.3 Architecture.

5.3.3.1 Development Standards.

1. For commercial facades, at least 60% of the total area of the first-floor facade facing the primary street shall be window display or otherwise provide for visual transparency into the publicly accessible activities of the building. Projects proposing less than this amount may seek alternative compliance through an Administrative Adjustment provided that the intent of the Specific Plan is met or exceeded in some way, to the satisfaction of the Director of Community Development.
2. Walls exposed to side streets or pedestrian passageways between buildings shall have doors and/or windows, or fixed glazing areas of at least 30% of the total surface area of the wall facing these open spaces.
3. Storefronts shall accentuate the structural bays of the building and allow for clear views of the interior of the commercial business at the ground level.

Building materials, supplies, and hardware.
The retail sales of lumber, heating/air conditioning, plumbing, electrical, floor covering and installations, paint, glass, wallpaper, home improvement items, and other similar merchandise. Does not include outdoor storage.

Build-to-Line (BTL).
A line parallel to the property line where the façade of the building is required to be located. The BTL is measured from the property line unless otherwise specified. Building articulation that does not exceed 12" in depth meets the definition of the BTL.

Build-to-Line Range (BTLR).
A pair of lines parallel to the property line that establishes the range within which a percentage of the façade of the building is required to be located. A Build-to-Line Range (BTLR) may have a minimum BTL (BTL-MIN), which is the line that is closest to the specified property line, and a maximum BTL (BTL-MAX), which is the line that is farthest from the specified property line.

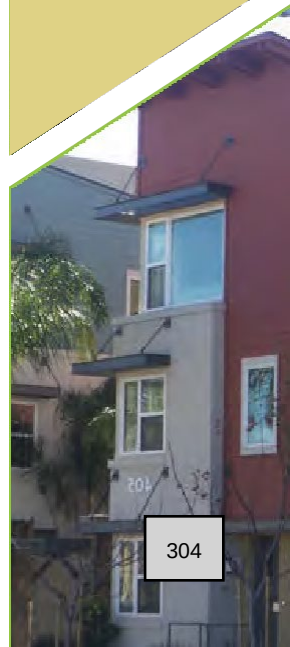
Car wash.
Permanent, self-service and/or attended car washing establishments, including fully mechanized facilities. May be stand-alone or accessory to another auto-related use, such as a gasoline station. May include detailing services. Does not include temporary car washes for fund-raising activities.

Community Garden.
A single piece of land or open space where participants share in the maintenance and products of the garden, utilizing either individual or shared plots on private or public land, while producing fruit, vegetables, and/or plants that are grown for attractive appearances.

Craft brewery, winery, or distillery.
A small-scale facility where beer, malt beverages, wine, or spirits are made on-premises and then sold or distributed, and which produces 15,000 barrels (or equivalent gallons) per year or less. Its products are primarily intended for local and/or regional consumption. The brewer may sell to a retailer or directly to a customer. Retail sales to the public is limited to incidental use as provided for in Sec. 33-567. (Incidental uses) of the Escondido Zoning Code.

Eating establishments, all types.
An establishment providing food service from an on-site operating commercial-grade kitchen, and/or dessert service from an on-site operating commercial-grade freezer/refrigerator with or without incidental sales of alcoholic beverages, including full-service, limited service, take-out, etc., and outdoor dining. Does not include drive-through service (except as allowed on southwest corner within the W. 13th Avenue Corners District, where drive-through service is permitted) and amplified entertainment or dancing.

General retail sales.
Includes new goods and merchandise sold in department stores, drugstores/pharmacies, and retail establishments selling items such as apparel/accessories/shoes (including incidental shoe repair), toys, flowers, gifts, stationery, jewelry, leather, dishware/glassware/ kitchenware, handcrafts/arts and crafts, yardage goods, pets/pet supplies, art/hobby supplies, automobile supply (without installation), music (including incidental recording, instruction, and instrument repair), books/magazines/newspapers, video sales/ rental, sporting goods (includes bicycles, golf, camping, hunting/ammunition/firearms, fishing, surfing, etc.), small household appliance sales and incidental service, cameras/photographic supplies, electronics/office business, and other similar retail goods and incidental services NEC. Prohibited uses include uses classified more specifically in this section, retail uses with across-the-board maximum pricing/ "everything



LAND USES	WEST MERCADO DISTRICT		9TH AVE OVERLAY	13TH AVE. CORNERS DISTRICT	FELICITA DISTRICT	ESCONDIDO BOULEVARD DISTRICT		SOUTHERN ENTRY DISTRICT	
	WM General	WM Commercial				EB Mixed-Use Overlay	EB Commercial	SE Commercial	SE Mixed-Use Overlay
• Tractor or heavy truck sales, storage, rental (Subject to Article 57 of the EZC)	CUP	---	---	---	---	---	---	---	---
Food and liquor:									
• Food stores (grocery, produce, candy, baked goods, meat, delicatessen, etc.), with general license for off sale of beer and wine	---	P	P	P	P	P	P	P	P
• Liquor store, packaged (off-sale alcoholic beverages)	---	---	---	CUP	CUP	CUP	CUP	CUP	CUP
EATING AND DRINKING ESTABLISHMENTS									
Eating establishments (Includes outdoor dining in conjunction with an approved eating establishment, Subject to Article 57):									
• Without incidental on-sale beer and wine and/or on-sale general licenses.	---	P	P	P	P	P	P	P	P
• With incidental on-sale beer and wine and/or on-sale general licenses, including microbreweries.	---	P	P	P	P	P	P	P	P
• With indoor amplified entertainment or dancing.	---	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP
• Auto-oriented (drive-in, drive-through) (Subject to Section 33-341 of the EZC)	---	CUP	----	---[-4]	CUP	---	---	---	---
Drinking establishments, wine and beer tasting establishments, bars, taverns, and nightclubs, with or without live entertainment and/or dancing. Includes comedy clubs, magic clubs, etc., with or without alcoholic beverages.	---	CUP	---	CUP	CUP	CUP	CUP	CUP	CUP
Specialized food from pushcarts (Subject Section 33-342 of the EZC)	---	P	P	P	P	P	P	P	P
Specialized open-air food service court or concession food gallery	---	---	CUP#	---	CUP#	---	---	---	---

Notes

P = Permitted
CUP = Conditional Use Permit Required
CUP# = (Minor)
PD = Planned Development Permit Required
--- = Not Permitted

LAND USES	WEST MERCADO DISTRICT		9TH AVE OVERLAY	13TH AVE. CORNERS DISTRICT	FELICITA DISTRICT	ESCONDIDO BOULEVARD DISTRICT		SOUTHERN ENTRY DISTRICT	
	WM General	WM Commercial				EB Mixed-Use Overlay	EB Commercial	SE Commercial	SE Mixed-Use Overlay
• Major	---	---	---	---	---	---	---	---	---
Live entertainment	---	CUP#	CUP#	CUP#	CUP#	CUP#	CUP#	CUP#	---
Public art displays, murals, sculptures, and other visual art	P	P	P	P	P	P	P	P	P
Outdoor display	(Subject to the EZC)	(Subject to the EZC)	(Subject to the EZC)	(Subject to the EZC)	(Subject to the EZC)	(Subject to the EZC)	(Subject to the EZC)	(Subject to the EZC)	(Subject to the EZC)
Outdoor storage:									
• Miscellaneous storage fully screened (NO CARS)	P	P	P	P	P	P	P	P	P
• Vehicles and fleet vehicle storage (overnight or after normal business hours, or for rent) less than or equal to 10% of all parking provided for that use	P	P	P	P	P	P	P	P	P
• Vehicles and fleet vehicle storage (after normal business hours) more than 10% of all parking provided for that use	CUP#	CUP#	CUP#	CUP#	CUP#	CUP#	CUP#	CUP#	CUP#
• Vehicles used for business operations and deliveries during normal business hours	P	P	P	P	P	P	P	P	P
Sustainable accessory uses as described in Chapter 8	P	P	P	P	P	P	P	P	P
Urban agriculture	CUP#	CUP#	CUP#	CUP#	CUP#	CUP#	CUP#	CUP#	CUP#

Notes

P = Permitted
CUP = Conditional Use Permit Required
CUP# = (Minor)
PD = Planned Development Permit Required
--- = Not Permitted

Notes:

Refer to the base zone for primary, accessory, and temporary uses not otherwise specified, unless specifically prohibited.

With the adoption of this Specific Plan, nonconforming uses and structures shall be subject to the provisions of the EZC.

1. Within the Mixed-Use Overlay in the 9th Avenue Overlay District, the South Escondido Boulevard District, and the Southern Entry District, stand-alone, multi-family residential, and mixed-use (commercial with residential) is permitted by approval of a Plot Plan.
2. Mixed-Use development requires a Plot Plan as provided for in (Article 61) of the Zoning Code.
3. Refer to Chapter 4.2 for a discussion on the land use table and methodologies in determining permitted land uses for each district and subarea.
4. Except on the southwest corner (W. 13th Avenue and S. Pine Street) where drive-through service is permitted.

EXHIBIT "C"

PLANNING CASE NOS. PL23-0296/PL23-0297/PL24-0217

Final Initial Study/Mitigated Negative Declaration

Due to the number of pages of Exhibit "C," links have been provided for review of the following items:

The Final Initial Study/Mitigated Negative Declaration may be found at the links below:

https://www.escondido.gov/DocumentCenter/View/6785/Final-ISMND-West-13th-Centre-City-Pkwy-PDF

https://www.escondido.gov/DocumentCenter/View/6528/Public-Review-Draft-ISMND---West-13th-Centre-City-PDF

The Technical Appendices may be reviewed at the following links:

Appendix A – Air Quality/Greenhouse Gas/Energy Data (https://www.escondido.gov/DocumentCenter/View/6529/Appendix-A---AQGHGEnergy-Data-PDF)

Appendix B – Cultural Resources Assessment (https://www.escondido.gov/DocumentCenter/View/6521/Appendix-B---Cultural-Resources-Assessment-PDF)

Appendix C – Geotechnical Analysis (https://www.escondido.gov/DocumentCenter/View/6522/Appendix-C---Geotechnical-Analysis-PDF)

Appendix D – Phase 1 Environmental Site Assessment/Asbestos Survey (https://www.escondido.gov/DocumentCenter/View/6523/Appendix-D---Phase-1-Environmental-Site-AssessmentAsbestos-Survey-PDF)

Appendix E – Hydrology/Water Quality Documentation (https://www.escondido.gov/DocumentCenter/View/6524/Appendix-E---HydrologyWater-Quality-Documentation-PDF)

Appendix F – Acoustical Analysis Report (https://www.escondido.gov/DocumentCenter/View/6525/Appendix-F---Acoustical-Analysis-Report-PDF)

Appendix G – Vehicle Miles Traveled Analysis (https://www.escondido.gov/DocumentCenter/View/6526/Appendix-G---Vehicle-Miles-Traveled-Analysis-PDF)

MITIGATION MONITORING AND REPORTING PROGRAM
ENVIRONMENTAL DOCUMENT REFERENCE NUMBER (SCH 2024080684)

PROJECT NAME: Chick-fil-A West 13th & Centre City
PROJECT LOCATION: The proposed Chick-fil-A West 13th & Centre City Project (Project) site involves an approximately 1.40-acre parcel located at 515 West 13th Avenue (Assessor's Parcel Numbers [APNs] 236-161-06-00 and -07-00).

PROJECT DESCRIPTION: The Project proposes to demolish an existing restaurant building and construct a new Chick-fil-A restaurant with a dual lane drive-through, associated surface parking improvements, and landscaping improvements. The new Chick-fil-A restaurant would be a 3,124 square-foot (gross area), one-story building (up to 22 feet in height). The new restaurant would have a 1,026 square foot outdoor dining area (48 outdoor seats [including three Americans with Disabilities Act-compliant seats]), kitchen area, and service area.

LEAD AGENCY: City of Escondido
CONTACT PERSON/TELEPHONE NO.: Greg Mattson, AICP, Contract Planner | (619) 895-7177

APPLICANT: Chick-fil-A, Inc.
CONTACT PERSON/TELEPHONE NO.: Erik Baker, Principal Development Lead | (949) 285-1457

Mitigation Measure No.	Mitigation Measure	Time Frame for Implementation	Responsible Agency/Party	Verification of Compliance		
				Initials	Date	Remarks
Biological Resources						
BIO-1	In the event that construction activities cannot be avoided during the avian nesting season, generally between February 15 and September 15, the project Applicant shall retain a qualified biologist to conduct a pre-construction nesting bird survey no more than three days prior to commencement of construction activities. The completed survey shall be provided to the City of Escondido Planning Division prior to site disturbance activities. If no active bird nests are observed on the project site or within the vicinity during the pre-construction nesting bird survey, site disturbance activities may resume. If an active avian nest is discovered during the pre-construction nesting bird survey, construction activities shall stay outside of a 300-foot buffer around the active nest, as defined by the biologist. For listed and raptor species, this buffer shall be 500 feet. A biological monitor shall be present to delineate the boundaries of the buffer area and to monitor the active nest to ensure that nesting behavior is not adversely affected by construction activity. No work shall be conducted within the established buffers until the biological monitor determines the avian nest is no longer active.	Prior to Ground Disturbance / During Construction as Applicable	City of Escondido Planning Division / Qualified Biologist / Construction Contractor			

Mitigation Measure No.	Mitigation Measure	Time Frame for Implementation	Responsible Agency/Party	Verification of Compliance		
				Initials	Date	Remarks
Cultural Resources						
CUL-1	Prior to the issuance of a grading permit, the Applicant shall enter into a Tribal Cultural Resource Treatment and Monitoring Agreement (also known as a Pre-Excavation Agreement) with a tribe that is traditionally and culturally affiliated with the project location ("TCA Tribe"). The purposes of the agreement are (1) to provide the Applicant with clear expectations regarding tribal cultural resources, and (2) to formalize protocols and procedures between the Applicant/Owner and the TCA Tribe for the protection and treatment of, including but not limited to, Native American human remains, funerary objects, cultural and religious landscapes, ceremonial items, traditional gathering areas and cultural items, located and/or discovered through a monitoring program in conjunction with the construction of the project, including additional archaeological surveys and/or studies, excavations, geotechnical investigations, grading, and all other ground-disturbing activities. The agreement shall incorporate, at a minimum, the performance criteria and standards, protocols, and procedures set forth in Mitigation Measures CUL-2 through CUL-10, and the following information:	Prior to Grading Permit	Project Applicant / Qualified Archaeologist / Native American Monitor			

Mitigation Measure No.	Mitigation Measure	Time Frame for Implementation	Responsible Agency/Party	Verification of Compliance		
				Initials	Date	Remarks
	• Parties entering into the agreement and contact information. • Responsibilities of the Property Owner or their representative, archaeological monitors, and tribal monitors. • Project grading and development scheduling, including determination of authority to adjust in the event of unexpected discovery, and terms of compensation for the monitors, including overtime and weekend rates, in addition to mileage reimbursement. • Requirements in the event of unanticipated discoveries, which shall address grading and grubbing requirements including controlled grading and controlled vegetation removal in areas of cultural sensitivity, analysis of identified cultural materials, and on-site storage of cultural materials. • Treatment of identified Native American cultural materials. • Treatment of Native American human remains and associated grave goods.					

Mitigation Measure No.	Mitigation Measure	Time Frame for Implementation	Responsible Agency/Party	Verification of Compliance		
				Initials	Date	Remarks
	• Confidentiality of cultural information including location and data. • Negotiation of disagreements should they arise. • Regulations that apply to cultural resources that have been identified or may be identified during project construction.					
CUL-2	Prior to issuance of a grading permit, the Applicant shall provide written verification to the City of Escondido (City) that a qualified archaeologist and a Native American monitor associated with a tribe that is traditionally and culturally affiliated with the project location ("TCA Tribe") have been retained to implement the monitoring program. The archaeologist shall be responsible for coordinating with the Native American monitor. This verification shall be presented to the City in a letter from the project archaeologist that confirms the selected Native American monitor is associated with a TCA Tribe. The City, prior to any pre-construction meeting, shall approve all persons involved in the monitoring program.	Prior to Grading Permit	City of Escondido Planning Division / Project Applicant / Qualified Archaeologist / Native American Monitor			
CUL-3	The qualified archaeologist and a Native American monitor shall attend all applicable pre-construction meetings with the General Contractor and/or associated subcontractors to explain and coordinate	Prior to Grading / During Grading	Construction Contractor / Qualified Archaeologist / Native American Monitor			

Mitigation Measure No.	Mitigation Measure	Time Frame for Implementation	Responsible Agency/Party	Verification of Compliance		
				Initials	Date	Remarks
	the requirements of the monitoring program.					
CUL-4	During the initial grubbing, site grading, excavation or disturbance of the ground surface (including both on- and off-site improvement areas), the qualified archaeologist and the Native American monitor shall be present full-time. If the full-time monitoring reveals that the top soil throughout the project impact area (both on and off-site) has been previously removed during the development of the roads and buildings within the project area, then a decrease of monitoring to part-time monitoring or the termination of monitoring can be implemented, as deemed appropriate by the qualified archaeologist in consultation with the Native American monitor. The frequency of subsequent monitoring shall depend on the rate of excavation, the materials excavated, and any discoveries of tribal cultural resources as defined in California Public Resources Code Section 21074. The qualified archaeologist, in consultation with the Native American monitor, shall be responsible for determining the duration and frequency of monitoring considering these factors. Archaeological and Native American monitoring shall be discontinued when the depth of grading and soil conditions no longer retain the potential to contain cultural deposits (i.e., soil	During Grading / Site Disturbance	Qualified Archaeologist / Native American Monitor			

Mitigation Measure No.	Mitigation Measure	Time Frame for Implementation	Responsible Agency/Party	Verification of Compliance		
				Initials	Date	Remarks
	conditions are comprised solely of fill or granitic bedrock).					
CUL-5	In the event that previously unidentified tribal cultural resources are discovered, all work must halt within a 100-foot radius of the discovery. The qualified archaeologist and the Native American monitor shall evaluate the significance of the find and shall have the authority to modify the no-work radius as appropriate, using professional judgment. The qualified archaeologist and Native American Monitor shall consider the criteria identified by California Public Resources Code sections 21083.2(g) and 21074, and CEQA Guidelines sections 15064 and 15064.5(c) in determining the significance of a discovered resource. If the professional archaeologist and Native American monitor determine that the find does not represent a culturally significant resource, work may resume immediately, and no agency notifications are required. Isolates and clearly non-significant deposits shall be documented in the field and collected, and monitored grading can immediately proceed. All unearthed archaeological resources or tribal cultural resources shall be collected, temporarily stored in a secure location, and repatriated for later reburial on the project site, pursuant to the terms of the Pre-	During Grading / Site Disturbance	Qualified Archaeologist / Native American Monitor			

Mitigation Measure No.	Mitigation Measure	Time Frame for Implementation	Responsible Agency/Party	Verification of Compliance		
				Initials	Date	Remarks
	Excavation Agreement established in Mitigation Measure CUL-1.					
CUL-6	If the qualified archaeologist and Native American monitor determine that the find does represent a potentially significant tribal cultural resource, considering the criteria identified by California Public Resources Code sections 21083.2(g) and 21074, and CEQA Guidelines sections 15064 and 15064.5(c), the archaeologist shall immediately notify the City of Escondido (City) of said discovery. The qualified archaeologist, in consultation with the City, the consulting tribe(s) that is/are traditionally and culturally affiliated with the project location ("TCA Tribe[s]"), and the Native American monitor, shall determine the significance of the discovered resource. A recommendation for the tribal cultural resource's treatment and disposition shall be made by the qualified archaeologist in consultation with the TCA Tribe(s) and be submitted to the City for review and approval. If the find is determined to be a Tribal Cultural Resource under CEQA, as defined in California Public Resources Code Section 21074(a) though (c), appropriate treatment measures shall be implemented. Work shall not resume within the no-work radius until the City, through consultation as set forth herein, determines either that: 1) the discovery does not constitute a Tribal	During Grading / Site Disturbance	City of Escondido Planning Division / Qualified Archaeologist / Native American Monitor			

Mitigation Measure No.	Mitigation Measure	Time Frame for Implementation	Responsible Agency/Party	Verification of Compliance		
				Initials	Date	Remarks
	Cultural Resource under CEQA, as defined in California Public Resources Code Section 21074(a) through (c); or 2) the approved treatment and disposition measures have been completed.					
CUL-7	All sacred sites, significant tribal cultural resources, and unique archaeological resources encountered within the project area shall be avoided and preserved as the preferred mitigation. The avoidance and preservation of the significant tribal cultural resource or unique archaeological resource must first be considered and evaluated in consultation with the consulting tribe(s) that is/are traditionally and culturally affiliated with the project location ("TCA Tribe[s]") as required by CEQA and in compliance with all relevant mitigation measures for the project. If any significant tribal cultural resource or unique archaeological resource has been discovered and such avoidance or preservation measure has been deemed to be infeasible by the City of Escondido's (City) Director of Community Development (after a recommendation is provided by the qualified archaeologist, in consultation with the TCA Tribe(s), making a determination of infeasibility that takes into account the factors listed in California Public Resources Code sections 21061.1, 21081(a)(3), and CEQA Guidelines section 15091, and in accordance with all relevant	During Grading	City of Escondido Planning Division / Qualified Archaeologist / Native American Monitor			

	mitigation measures for the project), then culturally appropriate treatment of those resources, including but not limited to funding an ethnographic or ethnohistoric study of the resource(s), and/or developing a research design and data recovery program to mitigate impacts shall be prepared by the qualified archaeologist (using professional archaeological methods), in consultation with the TCA Tribe and the Native American monitor, and shall be subject to approval by the City. No artifact sampling for analysis is allowed, unless requested and approved by the consulting TCA Tribe(s). Before construction activities are allowed to resume in the affected area, the research design and data recovery program activities shall be concluded to the satisfaction of the City.					
CUL-8	As specified by California Health and Safety Code section 7050.5, if human remains are found on the project site during construction or during archaeological work, the person responsible for the excavation, or his or her authorized representative, shall immediately notify the San Diego County Coroner's (Coroner) office. Determination of whether the remains are human shall be conducted on-site and in situ where they were discovered by a forensic anthropologist, unless the forensic anthropologist and the Native American monitor agree to remove the remains to a temporary off-site location for examination.	During Grading	City of Escondido Planning Division / Qualified Archaeologist / Native American Monitor / County Coroner			

	No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the Coroner has made the necessary findings as to origin and disposition. A temporary construction exclusion zone shall be established surrounding the area of the discovery so that the area be protected, and consultation and treatment may occur as prescribed by law. If the Coroner determines the remains are Native American and not the result of a crime scene, the Coroner shall notify the Native American Heritage Commission (NAHC), which then shall designate a Native American Most Likely Descendant (MLD) for the project (California Public Resources Code § 5097.98) for proper treatment and disposition in accordance with California Public Resources Code section 5097.98. The designated MLD shall have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. If the City of Escondido does not agree with the recommendations of the MLD, the NAHC can mediate (California Public Resources Code § 5097.94). If no agreement is reached, the remains shall be kept in situ, or reburied in a secure location in close proximity to where they were found and where they would not be further disturbed (California Public Resources Code § 5097.98). Work may not resume within the no work radius until the lead agency,					

	through consultation as appropriate, determines that the treatment measures have been completed to their satisfaction. The analysis of the remains shall only occur on-site in the presence of the MLD, unless the forensic anthropologist and the MLD agree to remove the remains to an off-site location for examination.					
CUL-9	If the qualified archaeologist elects to collect any tribal cultural resources, the Native American monitor shall be present during any cataloging of those resources. Moreover, if the qualified archaeologist does not collect the cultural resources that are unearthed during the ground-disturbing activities, the Native American monitor may, at their discretion, collect said resources for later reburial on the project site or storage at a local curation facility. Any tribal cultural resources collected by the qualified archaeologist shall be repatriated to the tribe that is traditionally and culturally affiliated with the project location ("TCA Tribe") for reburial on the project site. Should the TCA Tribe(s) decline the collection, the collection shall be curated at the San Diego Archaeological Center. All other resources determined by the qualified archaeologist, in consultation with the Native American monitor, to not be tribal cultural resources, shall be curated at the San Diego Archaeological Center.	During Grading	Qualified Archaeologist / Native American Monitor			
CUL-10	Prior to the release of the grading bond, a monitoring report and/or evaluation report, if appropriate, that describes the results,	Post-Grading	City of Escondido Planning Division / Qualified			

	analysis, and conclusions of the archaeological monitoring program and any data recovery program on the project site, shall be submitted by the qualified archaeologist to the City of Escondido (City). The Native American monitor shall be responsible for providing any notes or comments to the qualified archaeologist in a timely manner to be submitted with the report. The report shall include California Department of Parks and Recreation Primary and Archaeological Site Forms for any newly discovered resources. A copy of the final report shall be submitted to the South Coastal Information Center after approval by the City.		Archaeologist / Native American Monitor			
Geology and Soils						
GEO-1	Prior to the commencement of excavation activities, the Applicant shall retain a Society of Vertebrate Paleontology (SVP) qualified paleontologist to conduct full-time paleontological monitoring during excavation activities in areas with the potential to support unknown buried paleontological resources. Monitoring logs shall be submitted to the City of Escondido Director of Community Development. If evidence of subsurface paleontological resources is discovered during excavation activities, Mitigation Measure GEO-2 shall be implemented.	Prior to Excavation Activities / During Grading	City of Escondido Planning Division / Project Applicant / Qualified Paleontologist / Construction Contractor			

	A qualified professional paleontologist is a professional with a graduate degree in paleontology, geology, or related field, with demonstrated experience in the vertebrate, invertebrate, or botanical paleontology of California, as well as at least one year of full-time professional experience or equivalent specialized training in paleontological research (i.e., the identification of fossil deposits, application of paleontological field and laboratory procedures and techniques, and curation of fossil specimens), and at least four months of supervised field and analytic experience in general North American paleontology as defined by the SVP.					
GEO-2	If evidence of subsurface paleontological resources is found during construction activities, excavations within 50 feet of the find shall cease and the construction contractor shall contact the City of Escondido Director of Community Development. With direction from the City of Escondido Director of Community Development, a qualified paleontologist certified by the County of San Diego shall be retained to evaluate the find prior to resuming construction activities in the immediate vicinity of the find. If the City of Escondido determines the resources is significant and cannot be immediately recovered, then the qualified paleontologist shall prepare and execute a Paleontological Resources Mitigation Program (PRMP) for the salvage and	During Grading	City of Escondido Planning Division / Qualified Paleontologist / Construction Contractor			

	curation of the identified resource(s). The PRMP shall specify the fieldwork and laboratory methods to be undertaken, curation requirements, proposed staff qualifications, and whether the entire resource is to be collected or a specified statistically significant sample.					
Hazards and Hazardous Materials						
HAZ-1	Prior to any work that would disturb asbestos-containing materials (ACMs) or create an airborne asbestos hazard (i.e., demolition of the existing building), the project Applicant shall require that contractors submit a notice to the San Diego County Air Pollution Control District (SDCAPCD) prior to demolition activities, follow proper removal processes for ACMs (e.g., wetting of exposed ACMs to limit dust, utilization of a proper ventilation system co-capture particulate asbestos materials, encasing ACMs in proper wrappings), and follow proper waste handling and disposal practices (e.g., ACMS are placed in proper containers and/or wrappings, adequate wetting of ACMs during transport, proper labeling of containers and/or wrappings of ACMs) in accordance with SDCAPCD Rule 1206, *Asbestos removal, renovation, and demolition*, and California Code of Regulations (CCR) Title 8, Section 1529, *Asbestos*. ACMs shall also require disposal at a waste disposal facility operated in accordance with the provisions of 40 Code of Federal Regulations (CFR), Part 61, Section 61.154, *Standard for*	Prior to Demolition Activities / During Demolition Activities	Certified Asbestos Consultant or Site Surveillance Technician / Construction Contractor			

	active waste disposal sites, or a U.S. Environmental Protection Agency-approved site that converts regulated-ACMs and asbestos-containing waste materials into non-asbestos (asbestos-free) material in accordance with the provisions of 40 CFR, Part 61, Section 61.155, *Standard for operations that convert asbestos-containing waste material into nonasbestos (asbestos-free) material*. The removal of asbestos shall also require the supervision of a certified asbestos consultant or site surveillance technician, retained by the project Applicant, during the removal process.					
Noise						
NOI-1	To reduce noise levels during construction activities, the Applicant must demonstrate, to the satisfaction of the City of Escondido Community Development Department, that the project complies with the following: • Construction contracts must specify that all construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers and other state-required noise attenuation devices. • A sign, legible at a distance of 50 feet, shall be posted at the project construction site providing a contact name and a telephone number where residents can	Prior to Grading and Construction Activities / During Construction Activities	City of Escondido Planning Division / Project Applicant / Noise Disturbance Coordinator			

	inquire about the construction process and register complaints. This sign shall indicate the dates and duration of construction activities. In conjunction with this required posting, a noise disturbance coordinator shall be identified to address construction noise concerns received. The coordinator shall be responsible for responding to any local complaints about construction noise. When a complaint is received, the disturbance coordinator shall notify the City within 24 hours of the complaint and determine the cause of the noise complaint (starting too early, malfunctioning muffler, etc.) and shall implement reasonable measures to resolve the complaint, as deemed acceptable by the City. All signs posted at the construction site shall include the contact name and the telephone number for the noise disturbance coordinator. • During construction, stationary construction equipment shall be placed such that emitted noise is directed away from sensitive noise receivers. • Per Section 17-234 and Section 17-238 of the Municipal Code, grading activities shall be limited					

	to the hours between 7:00 a.m. and 6:00 p.m. Monday through Friday, and construction activities shall be limited to the hours between 7:00 a.m. and 6:00 p.m. Monday through Friday and between 9:00 a.m. and 5:00 p.m. on Saturday. All construction activities shall be prohibited on Sundays or holidays. • Prior to grading activities, a temporary noise barrier or enclosure shall be used along the southern property line to break the line-of-sight between the construction equipment and the adjacent residences. The temporary noise barrier shall have a sound transmission class (STC) of at least 10 or greater in accordance with American Society for Testing and Materials Test Method E90, or at least 2 pounds per square foot to ensure adequate transmission loss characteristics. In order to achieve this, the barrier may consist of 3-inch steel tubular framing, welded joints, a layer of 18-ounce tarp, a 2-inch-thick fiberglass blanket, a half-inch-thick weatherwood asphalt sheathing, and 7/16-inch sturdy board siding with a heavy duct seal around the perimeter. The length, height, and location of					

	noise control barrier walls shall be adequate to assure proper acoustical performance. In addition, to avoid objectionable noise reflections, the source side of the noise barrier shall be lined with an acoustic absorption material meeting a noise reduction coefficient rating of 0.70 or greater in accordance with American Society for Testing and Materials Test Method C423. All noise control barrier walls shall be designed to preclude structural failure due to such factors as winds, shear, shallow soil failure, earthquakes, and erosion. The temporary noise barrier can be removed upon completion of grading activities or paving activities, whichever is later.					

Transportation						
TRA-1	Prior to the initiation of construction, the project Applicant shall prepare a Traffic Management Plan (TMP) for approval by the City of Escondido Traffic Engineer. The TMP shall include measures such as construction signage, limitations on timing for lane closures to avoid peak hours, temporary striping plans, and the need for a construction flag person to direct traffic during heavy equipment use. The TMP shall specify that one direction of travel in each direction must always be maintained for the surrounding roadways throughout project construction. The TMP shall be incorporated into project specifications for verification prior to final plan approval.	Prior to Construction Activities	Project Applicant / City of Escondido Traffic Engineer			

EXHIBIT E

CODE INFORMATION

BUILDING CODE:	2022 CALIFORNIA BUILDING CODE
PLUMBING CODE:	2022 CALIFORNIA PLUMBING CODE
MECHANICAL CODE:	2022 CALIFORNIA MECHANICAL CODE
ELECTRICAL CODE:	2022 CALIFORNIA ELECTRICAL CODE
ACCESSIBILITY CODE:	2022 CALIFORNIA BUILDING CODE
ENERGY CODE:	2022 CALIFORNIA ENERGY CODE
FIRE CODE:	2022 CALIFORNIA FIRE CODE
GAS CODE:	2022 CALIFORNIA PLUMBING CODE

BUILDING DATA

OCCUPANCY:	A2 (RESTAURANT)
FIRE SPRINKLERED:	YES
CONSTRUCTION TYPE:	V-B (FULLY-SPRINKLERED)
SITE AREA:	61,090 s.f. (1.402 Acres)
BUILDING AREA:	3,124 s.f.
OPEN-AIR DINING AREA:	1,026 s.f.
LANDSCAPE AREA:	18,083 s.f.
FAR:	5.1%
ZONING:	S-P : SPECIFIC PLAN AREA, SPA 15 : SOUTH CENTRE CITY SPECIFIC PLAN, 13TH AVE. CORNERS DISTRICT
APN:	236-161-07-00 & 236-161-0600

PARKING

PARKING SPACES REQUIRED:	22
BASIS: 20 SPACES FOR THE FIRST 4,000 SF + 1 PER ADDITIONAL 100 SF AREA.	
BUILDING AREA: 3,124 SQ FT	
OPEN-AIR DINING: 1,026 SQ FT	
PARKING NEEDED : 20 + (150/ 100) = 22 SPACES	
PARKING SPACES PROVIDED:	56
STANDARD SPACES:	40 (NO COMPACTS)
ACCESSIBLE SPACES:	3 (1 VAN ACCESSIBLE)
EVCS SPACES:	3 (1 VAN ACCESSIBLE)
EV READY SPACES :	10 (FUTURE EV)
SHORT-TERM BICYCLE SPACES : 5% OF PARKING	3 REQ'D.
LONG-TERM BICYCLE SPACE : 5% OF EMPLOYEE PARKING OF 20 STALLS	1 REQ'D.
TOTAL BICYCLE SPACE PROVIDED:	10 (8 SHORT TERM + 2 LONG TERM)
TOTAL CAR STACK PROVIDED :	41 (20 FEET PER CAR)

Architect:

C.R.H.O.
1833 17TH STREET; SUITE 301
SANTA ANA, CA. 92705
PHONE: (714) 832-1834
FAX: (714) 832-1910
CONTACT: AMIN ATLASCHI
E-MAIL: amin@CRHO.COM

Landscape Architect:

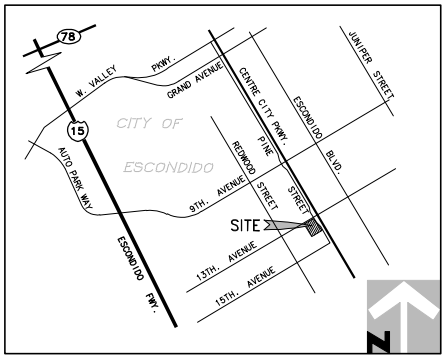
JOHN HOURIAN & ASSOCIATES
414 OLIVE STREET #227
SANTA BARBARA, CA 93101
PHONE: (949) 489-5623 x 101
FAX: (858) 810-0335
CONTACT: NICOLE HOURIAN
E-MAIL: nhourian@hourianassociates.com

Civil Engineer:

TRUXAW AND ASSOCIATES
1915 W. ORANGEWOOD AVE.
SUITE 101
ORANGE, CA 92868
PHONE: (714) 935-0265
CONTACT: RANDY DECKER
E-MAIL: randydecker@truxaw.com

5200 Buffington Road
Atlanta, Georgia 30349-2998
Phone: (404) 765-8000
Fax: (404) 684-8550

515 W. 13TH AVENUE
ESCONDIDO, CA 92025



1 VICINITY MAP
NOT TO SCALE

DRAWING INDEX

G-000	TITLE SHEET
SP-1	SITE PLAN
1 OF 4	CIVIL TITLE SHEET
2 OF 4	CIVIL CONCEPTUAL CONSTRUCTION NOTES
3 OF 4	CIVIL CONCEPTUAL GRADING PLAN
4 OF 4	CIVIL CONCEPTUAL UTILITY PLAN
1 OF 3	ALTA TITLE SHEET
2 OF 3	ALTA (BOUNDARY)
3 OF 3	ALTA (TOPO)
L1.0	PRELIMINARY LANDSCAPE PLAN
L1.1	PRELIMINARY PARKING SPACE SHADE PLAN
L2.0	PRELIMINARY IRRIGATION PLAN
L2.1	PRELIMINARY WATER CONSERVATION PLAN
A-101	FLOOR PLAN
A-103	REFUSE ENCLOSURE PLAN, ELEVATIONS & DETAILS
A-230	ROOF PLAN
A-301	EXTERIOR ELEVATIONS
A-302	EXTERIOR ELEVATIONS
A-401	BUILDING SECTIONS
PH-1	PHOTOMETRIC SITE PLAN

PROJECT DESCRIPTION

A NEW QUICK-SERVICE RESTAURANT IN AN EXISTING COMMERCIAL CORNER PROPERTY CURRENTLY USED FOR A SIT-DOWN RESTAURANT. NEW RESTAURANT PROPOSES A 2-LANE DRIVE-THROUGH & OPEN-AIR DINING (48 SEATS). CLOSED ON SUNDAYS.

BUILDING AREA : 3,124 SQ. FT.
OPEN-AIR DINING AREA : 1,026 SQ. FT.

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

crho architects
1833 E. 17th Street
3rd Floor - Suite 301
Santa Ana,CA 92705
Phone 714.832.1834

CHICK-FIL-A
SWC of W 13TH & CENTRE CITY
515 W. 13TH AVENUE
ESCONDIDO, CA

STORE # 05524

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
	07-24-23	CUP Submittal
	11-10-23	CUP Resubmittal
	05-03-24	CUP Resubmittal
	05-28-24	CUP Resubmittal
	07-12-24	CUP Resubmittal

ARCHITECT'S PROJECT #	22-185
PRINTED FOR	CUP Resubmittal
DATE	07-12-24
DRAWN BY	FP

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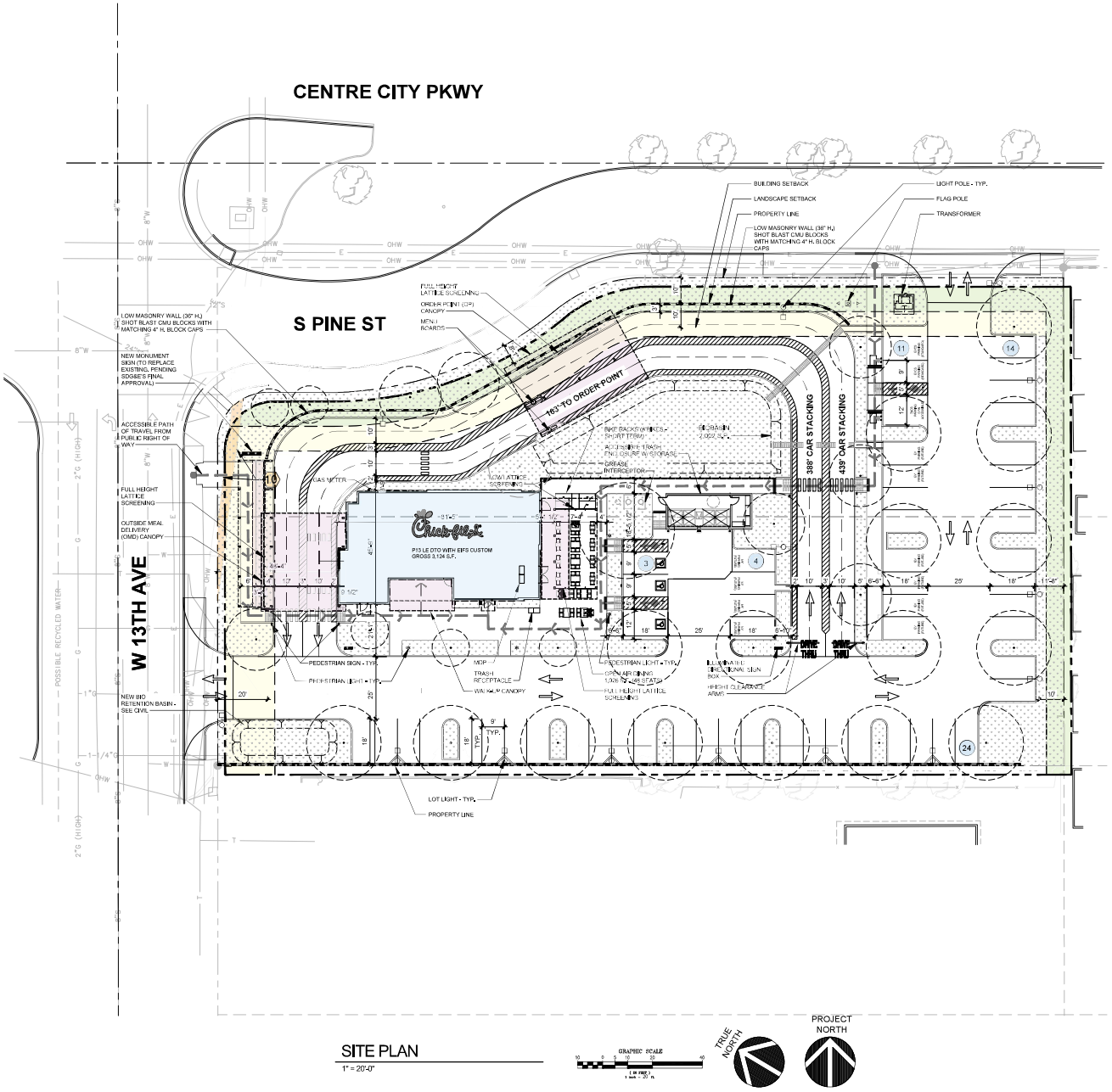
SHEET TITLE SHEET

SHEET NUMBER

CUP RESUBMITTAL

Item16.
Resolution No. 2024-160
Exhibit "E"
of 20



SITE PLAN

1" = 20'-0"

GRAPHIC SCALE

TRUE NORTH

PROJECT NORTH

SITE INFORMATION

OCCUPANCY:	A2 (RESTAURANT)
FIRE SPRINKLER:	N/A
CONSTRUCTION TYPE	V-B
SITE AREA:	61,090 SQ. FT. (1.402 ACRES)
BUILDING AREA:	3,124 SQ. FT.
OPEN-AIR DINING AREA:	1,026 SQ. FT.
LANDSCAPE AREA:	18,083 SQ. FT.
FAR:	5.1 %
ZONING:	S-P : SPECIFIC PLAN AREA, SPA 15 : SOUTH CENTRE CITY SPECIFIC PLAN, 13TH AVE. CORNERS DISTRICT
APN:	236-161-07-00 & 236-161-06-00

PARKING CALCULATION

PARKING SPACES REQUIRED:	22
BASIS:	20 SPACES/ 4,000 SF + 1 SPACE/ ADDITIONAL 100 SF
BUILDING AREA :	3,124 SF
OPEN AIR DINING AREA:	1,026 SF
TOTAL AREA :	4,150 SF (> 4,000 SF)
PARKING SPACES NEEDED:	22 SPACES
PARKING SPACES PROVIDED:	56
STANDARD SPACES:	40 (NO COMPACTS)
ACCESSIBLE SPACES:	3 (1 VAN ACCESSIBLE)
EVCS SPACES:	3 (1 VAN ACCESSIBLE)
EV READY:	10 (FUTURE EV)
TOTAL SHORT-TERM BICYCLE SPACE REQUIRED - 5% OF PARKING STALLS :	3 SPACES
TOTAL SHORT-TERM BICYCLE SPACES PROVIDED:	8 SPACES
TOTAL LONG-TERM BICYCLE SPACE REQUIRED - 5% OF 20 STAFF PARKING STALLS :	1 SPACE
TOTAL LONG-TERM BICYCLE SPACES PROVIDED:	2 SPACES (INSIDE BUILDING)
TOTAL CAR STACK SPACES PROVIDED:	41

EASEMENT NOTES

(10) AN EASEMENT FOR PUBLIC UTILITIES, INGRESS AND EGRESS AND INCIDENTAL PURPOSES, RECORDED MAY 25, 1976 AS INSTRUMENT NO. 1976-157930 OF OFFICIAL RECORDS.

LEGEND

- PROPOSED LANDSCAPE AREA:
- NEW CONC. SIDEWALK
- PROPERTY LINE:
- PROPOSED CFA WORK LIMIT :
- PROPOSED CANOPY AREA
- NEW CONC. CURB:
- PATH OF TRAVEL
- NUMBER OF PARKING SPACES: (X)

SITE STATISTICS

56 PARKING SPACES TOTAL (20 SPACES REQUIRED)
LOADING ZONE : NOT REQUIRED FOR BUILDING UNDER 10,000 SF
CAR STACK LENGTH: 827 FT TOTAL (41 CARS)
ORDER POINT: 163 FT INNER LANE (8 TH CAR)

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

crho architects
1039 E. 17th Street
3rd Floor - Suite 301
Santa Ana, CA 92705
Phone 714.892.1034

CHICK-FIL-A

SWC of W 13TH & CENTRE CITY

515 W. 13TH AVENUE
ESCONDIDO, CA

STORE # **05524**

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
	07-24-23	CUP Submittal
1	10-19-23	CUP Resubmittal
	05-03-24	CUP Resubmittal
	05-28-24	CUP Resubmittal
	07-12-24	CUP Resubmittal

ARCHITECT'S PROJECT # 22-188
PRINTED FOR CUP Resubmittal
DATE 07-12-24
DRAWN BY FP

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SHEET
SITE PLAN

SHEET NUMBER

CUP RESUBMITTAL

Item16.
Resolution No. 2024-160
Exhibit "E"
of 20

CONCEPTUAL GRADING PLANS
FOR
CHICK-FIL-A RESTAURANT NO. 05524
WEST 13TH & CENTRE CITY
515 W. 13TH AVENUE, ESCONDIDO, CA 92025

**** TITLE REPORT**

THIS SURVEY AND EASEMENTS SHOWN HEREON ARE BASED ON INFORMATION CONTAINED IN THE COMMITMENT BY:

FIRST AMERICAN TITLE INSURANCE COMPANY
4380 LA JOLLA VILLAGE DRIVE, SUITE 110
SAN DIEGO, CA 92122
(858) 410-3916
ORDER/FILE NUMBER: NCS-1165837-SD
DATED: FEBRUARY 3, 2023
TITLE OFFICER: JANICE TREANOR

**** LEGAL DESCRIPTION**

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

LOTS 9 AND 10 IN BLOCK 220 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886. EXCEPTING FROM SAID LOT 9 THAT PORTION THEREOF GRANTED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSES IN DEED RECORDED MARCH 11, 1948, IN BOOK 2708, PAGE 47 OF OFFICIAL RECORDS.

EXCEPTING ALSO THE INTEREST CONVEYED TO THE CITY OF ESCONDIDO BY DEED RECORDED JANUARY 7, 1976 AS FILE NO. 76-004339 OF OFFICIAL RECORDS.

APN: 236-161-07-00 (AFFECTS LOT 9) 236-161-06-00 (AFFECTS LOT 10)

**** EXCEPTION, EASEMENTS & DISPOSITION NOTES**

(10) AN EASEMENT FOR PUBLIC UTILITIES, INGRESS AND EGRESS AND INCIDENTAL PURPOSES, RECORDED MAY 25, 1976 AS INSTRUMENT NO. 1976-157930 OF OFFICIAL RECORDS.
IN FAVOR OF: SAN DIEGO GAS & ELECTRIC COMPANY
AFFECTS: AS DESCRIBED THEREIN

NOTE: SAID INSTRUMENT AFFECTS THE SURVEYED LAND AND IS PLOTTED HEREON.

**** SITE PLANNING DATA**

DISCLAIMER: INFORMATION PROVIDED BY 4G DEVELOPMENT AND CONSULTING INC. SHOWN IN THE SITE INVESTIGATION REPORT DATED 02/27/2023.

ZONING: S-P SPECIFIC PLAN AREA, SPA 15: SOUTH CENTRE CITY SPECIFIC PLAN, 13TH. AVE CORNERS DISTRICT

MAXIMUM BUILDING HEIGHT: 45 FEET

SETBACKS

BUILDING: NORTH = 20 FEET; SOUTH = 10 FEET;
EAST = 10-20 FEET; WEST = 0-10 FEET

LANDSCAPING: NORTH = 0 FEET; SOUTH = 10 FEET;
EAST = 10 FEET; WEST = 0 FEET

**** RECORD DATA**

(R) = RECORD OF SURVEY MAP NO. 17797, FILED IN THE COUNTY OF SAN DIEGO.

(R1) = MAP NO. 336, "TOWN OF ESCONDIDO", FILED IN THE COUNTY OF SAN DIEGO, JULY 10, 1886.

(D) = GRANT DEED RECORDED JANUARY 7, 1976 AS FILE NO. 76-004339 OF OFFICIAL RECORDS.

**** BASIS OF BEARINGS**

THE BEARING OF N30°49'22"W SHOWN HEREON, ESTABLISHED FROM FOUND MONUMENTS ON THE CENTER LINE OF CENTER CITY PARKWAY AS SHOWN ON RECORD OF SURVEY MAP NO. 17797, OFFICIAL RECORDS OF SAN DIEGO COUNTY, STATE OF CALIFORNIA WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

**** BENCHMARK**

CITY OF ESCONDIDO BENCHMARK NO. 287-A

1-1/2" DIAMETER BRASS DISK MARKED "COE BM 287-A", SET IN TOP OF CURB AT THE WESTERLY EDGE OF A PEDESTRIAN RAMP, ON THE NW CORNER OF 13TH AVE. AND PINE ST., SET 6/2016.

ELEVATION: 655.11 FEET (NGVD 1929)

**** PARKING COUNT**

88 PARKING STALLS EXIST WITHIN THE SUBJECT SITE TITLE REPORT LEGAL DESCRIPTION SHOWN HEREON. (INCLUDES 4 HANDICAP STALLS)

**** SOURCE OF BOUNDARY & EASEMENT INFORMATION.**

THE TOPOGRAPHIC INFORMATION SHOWN ON THESE PLANS WERE TAKEN FROM THE PLAN REFERENCED BELOW.

DATE OF SURVEY: MARCH 10, 2023

ALTA SURVEY BY: TRUXAW AND ASSOCIATES, INC.
1915 W. ORANGEWOOD AVE., SUITE 101
ORANGE, CA 92868
(714) 935-0265
JOB # CFA23008

**** SITE AREA**

THE SUBJECT SITE, LEGAL DESCRIPTION PER TITLE REPORT HEREON CONTAINS APPROXIMATELY:

61,090 SQ. FT. OR 1.402 ACRES

**** FLOOD ZONE**

COMMUNITY NUMBER: 060290; MAP OR PANEL NUMBER: 1077G
EFFECTIVE DATE: 05/16/2012

ZONE: X

PROPERTY NOT IN A SPECIAL FLOOD HAZARD AREA, AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

INFORMATION OBTAINED FROM CERTIFIED FLOOD SYSTEMS, INC. ON 3/29/23

**** UTILITY PURVEYORS**

SEWER.....CITY OF ESCONDIDO.....760-839-4284.....UTILITY DIVISION
WATER.....CITY OF ESCONDIDO.....760-839-4284.....WATER DIVISION
STORM DRAIN....CITY OF ESCONDIDO.....760-839-4651.....HECTAR FARELA
GAS.....SDGE.....858-636-6805.....FERNANDO ESQUER
CABLE.....COX COMMUNICATION.....619-266-5628.....JOHN LEO
PHONE.....AT&T.....858-790-0265.....BREANDAN LEE
ELECTRIC.....SDGE.....858-378-3746.....JAMES TODD
TRAFFIC.....CITY OF ESCONDIDO.....760-839-4595.....OWEN TUNNELL

GENERAL NOTES

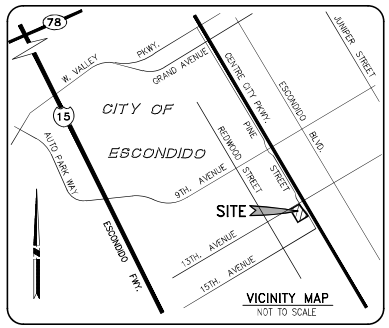
1. CONTRACTOR SHALL VERIFY ALL EXISTING FIELD CONDITIONS AND NOTIFY DESIGN ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
2. CONTRACTOR TO VERIFY POINTS OF CONNECTION TO PIPES, INLETS, CURBS, GUTTERS, ETC. AND NOTIFY TRUXAW AND ASSOCIATES OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
3. REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS, BUILDING SETBACKS, CONCRETE COLORS AND FINISHES, STRUCTURAL DETAILS, WALKWAYS, EXPANSION JOINT LOCATIONS, UTILITIES, ETC.
4. ALL WORK SHALL BE DONE IN STRICT CONFORMANCE WITH CURRENT **CITY OF ESCONDIDO, SAN DIEGO REGIONAL STANDARD DRAWINGS,** AND SPPWC STANDARDS. WORK SHALL ALSO CONFORM TO APPLICABLE BUILDING CODES (CA BUILDING CODE, CA PLUMBING CODE, ETC.) AS INTERPRETED BY THE **CITY OF ESCONDIDO.**
5. ALL CONTRACTORS PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE THEMSELVES WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM THEIR OPERATIONS, WHETHER OR NOT SHOWN ON THESE PLANS.
6. EXISTING UNDERGROUND UTILITY LINE LOCATIONS WERE TAKEN FROM AVAILABLE RECORDS. OTHER UTILITIES MAY EXIST THAT ARE NOT PLOTTED HEREON.
7. EXISTING UNDERGROUND UTILITIES ARE TO BE RELOCATED AS REQUIRED TO AVOID CONFLICT WITH PROPOSED STRUCTURES.
8. EXISTING PUBLIC UTILITY EASEMENTS IN CONFLICT WITH PROPOSED STRUCTURES ARE TO BE QUITCLAIMED WITH THE APPROVAL OF THE UTILITY COMPANY. NEW EASEMENTS ARE TO BE GRANTED AT PROPOSED UTILITY LOCATIONS.
9. CALL UNDERGROUND SERVICE ALERT FOR UNDERGROUND LOCATIONS 48 HOURS BEFORE YOU DIG 811.
10. THE CONTRACTOR SHALL RENEW OR REPLACE ANY EXISTING TRAFFIC STRIPING AND/OR PAVEMENT MARKINGS, WHICH DURING HIS OPERATIONS HAVE BEEN EITHER REMOVED OR THE EFFECTIVENESS OF WHICH HAS BEEN REDUCED.
11. THE CONTRACTOR SHALL COMPLY WITH THE SOILS REPORT (AND ADDENDA) FOR THIS PROJECT AND ALL RECOMMENDATIONS FROM THE SOILS ENGINEER.
12. ALL TOPOGRAPHIC AND BOUNDARY INFORMATION SHOWN HEREON WAS OBTAINED FROM AN ALTA/ACSM TITLE SURVEY DATED **MARCH 25TH, 2023** BY TRUXAW AND ASSOCIATES, INC.
13. ALL STORM DRAIN AND SEWER PIPE SHALL BE PLACED BEGINNING AT THE DOWNSTREAM POINT OF CONNECTION AND CONTINUING TO THE UPSTREAM TERMINUS. PIPE PLACEMENT SHALL BE CONTINUOUS. DEVIATIONS FROM THIS SEQUENCE WILL NOT BE PERMITTED. POTHOLING INFORMATION, WHERE REQUIRED, SHALL BE OBTAINED AND PROVIDED TO TRUXAW AND ASSOCIATES PRIOR TO CONSTRUCTION.
14. ALL IMPROVEMENTS BEYOND THE LIMITS OF GRADING ARE TO BE PROTECTED IN PLACE UNLESS NOTED OTHERWISE.
15. THESE PLANS ARE BASED ON THE SITE PLAN PROVIDED TO TRUXAW AND ASSOCIATES, RECEIVED **JUNE 26, 2023** THE SITE PLAN PROVIDED WAS NOT AN AGENCY APPROVED SITE PLAN.
16. SITE CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR THE EXACT DIMENSIONS OF THE BUILDING AND THE LOCATION OF DOORWAYS, UTILITIES, ETC.

LEGEND

AB	= AGGREGATE BASE	TRW	= TOP OF RETAINING WALL
AC	= ASPHALT CONCRETE	TW	= TOP OF WALL
BLK	= CONCRETE BLOCK	UG	= UNDERGROUND
BS	= BACK OF SIDEWALK	UP	= UTILITY POLE
CB	= CATCH BASIN	VAR	= VARIABLE
CF	= CURB FACE	W	= WASHER
CL	= CENTERLINE	WDF	= WOOD FENCE
CLF	= CHAIN LINK FENCE	WM	= WATER METER
CO	= CLEANOUT	WV	= WATER VALVE
DCV	= DETECTOR CHECK VALVE		
DS	= ROOF DOWNSPOUT	N.	= NORTH
EG	= EDGE OF GUTTER	S.	= SOUTH
EP	= EDGE OF PAVEMENT	E.	= EAST
FD	= FOUND	W.	= WEST
FDC	= FIRE DEPT. CONNECTION	NLY	= NORTHERLY
FF	= FINISHED FLOOR	SLY	= SOUTHERLY
FG	= FINISHED GRADE	ELY	= EASTERLY
FH	= FIRE HYDRANT	WLY	= WESTERLY
FL	= FLOW LINE	N/O	= NORTH OF
FS	= FINISHED SURFACE	S/O	= SOUTH OF
GB	= GRADE BREAK	E/O	= EAST OF
GM	= GAS METER	W/O	= WEST OF
GR	= TOP OF GRATE	℄	= PROPERTY LINE
GV	= GAS VALVE	℄	= CENTERLINE
HP	= HIGH POINT	R/W	= RIGHT OF WAY
HT	= HEIGHT	Δ	= DELTA
ICV	= IRRIGATION CONTROL VALVE	R	= RADIUS
INV	= INVERT	L	= LENGTH
IP	= IRON PIPE	T	= TANGENT
LS	= LIGHT STANDARD	M	= MEASURED DATA
L&T	= LEAD & TAG	C	= CALCULATED DATA
MH	= MANHOLE	(RAD)=	RADIAL BEARING
NG	= NATURAL GROUND	PRO.	= PROPORTIONATE MEASUREMENT
N&T	= NAIL & TAG	(210.00' R)	= RECORD DATA
OHW	= OVERHEAD WIRE	210.00' M.	= MEASURED DATA
PB	= PULL BOX	210.00' PRO.	= PRORATED DATA
POC	= CONCRETE	210.00' C.	= CALCULATED DATA
PIV	= POST INDICATOR VALVE	(427.00) TC	= EXISTING ELEVATION
PL	= PROPERTY LINE	427.00 TC	= DESIGN ELEVATION
RD	= ROOF DRAIN	CATV	= CABLE TV LINE
RWH	= REDWOOD HEADER	E	= ELECTRICAL LINE
SCB	= SIGNAL CONTROL BOX	FW	= FIRE WATER LINE
SMH	= SEWER MANHOLE	G	= GAS LINE
SPK	= SPIKE	GR GB	= GRADE BREAK LINE
SW	= SIDEWALK	R R	= HEDGE LINE
TC	= TOP OF CURB	S	= SEWER LINE
TE	= TRASH ENCLOSURE	SD	= STORM DRAIN LINE
TP	= TELEPHONE POLE	T	= TELEPHONE LINE
TRAN	= TRANSITION	W	= WATER LINE
TRANS=	TRANSFORMER		

SYMBOLS

FIRE HYDRANT
STREET LIGHT
TRAFFIC SIGNAL
TRAFFIC SIGNAL ARM & POLE
LIGHT STANDARD
UTILITY POLE
GUY WIRE & ANCHOR
WATER METER
GAS METER
WATER VALVE
GAS VALVE
PULL BOX
GRATE INLET
SIGN
VENT
SEWER MANHOLE
STORM DRAIN MANHOLE
TELEPHONE MANHOLE
MANHOLE
SEWER CLEANOUT
MONITORING WELL
HANDICAP PARKING STALL
LANDSCAPED AREA
PROTECT IN PLACE
REMOVE AND DISPOSE OFFSITE
RELOCATE
PLOTABLE EASEMENT ITEM No. PER TITLE REPORT
(427.0) EXIST. CONTOUR
427.0 DESIGN CONTOUR



VICINITY MAP
NOT TO SCALE

SHEET #		TITLE
1	—	TITLE SHEET
2	—	CONCEPTUAL CONSTRUCTION NOTES
3	—	CONCEPTUAL GRADING PLAN
4	—	CONCEPTUAL UTILITY PLAN
* 1	—	ALTA 1 (TITLE SHEET)
* 2	—	ALTA 2 (BOUNDARY)
* 3	—	ALTA 3 (TOPO)

* FOR REFERENCE ONLY

PLANS PREPARED FOR
Chick-fil-A, Inc.
5200 BUFFINGTON ROAD
ATLANTA, GEORGIA 30349

ARCHITECT
CRHO ARCHITECTS
1833 E 17TH STREET; SUITE 301
SANTA ANA, CA 92705
(714) 832-1834 FAX (714) 832-1910

THIS PLAN IS:
PRELIMINARY
(NOT FOR CONSTRUCTION)

NOTICE TO CONTRACTOR

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IMPORTANT NOTICE
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Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

Prepared by:
JOSEPH C. TRUXAW & ASSOCIATES, INC.
Civil Engineers and Land Surveyors
1915 W. ORANGEWOOD AVE. SUITE 101
ORANGE, CA 92868
(714) 935-0265
(714) 935-0106 (FAX)

REGISTERED PROFESSIONAL ENGINEER
RANDY J. DECKER
No. 81077
CIVIL
STATE OF CALIFORNIA

CHICK-FIL-A
WEST 13TH & CENTRE CITY
515 W. 13TH AVENUE
ESCONDIDO, CA 92025

FSU# 05524

REVISION SCHEDULE
NO. DATE DESCRIPTION

ENGINEER'S PROJECT #	CFA23008
PRINTED FOR	ENTITLEMENT
DATE	07-11-2024
DRAWN BY	KSV

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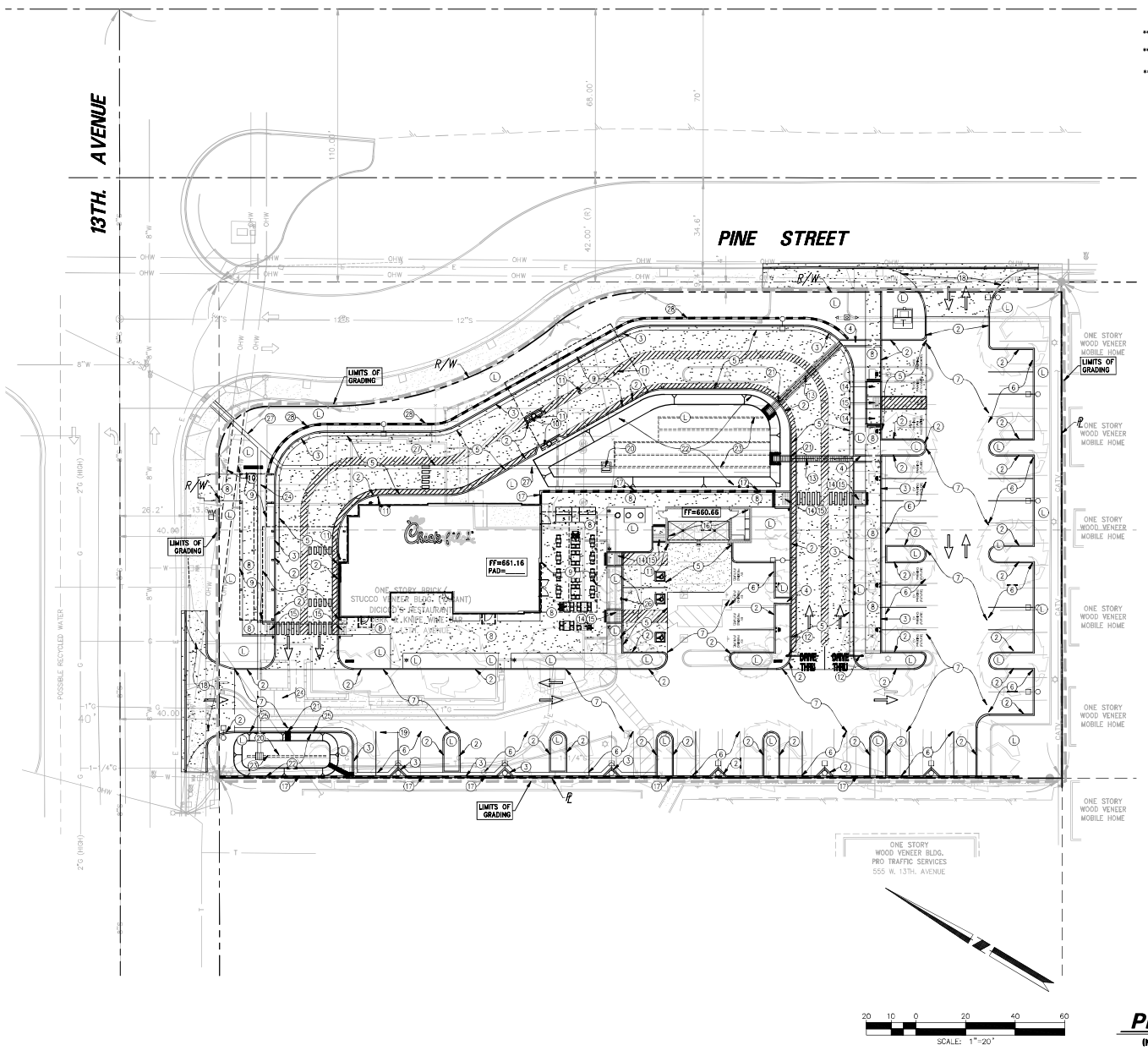
SHEET
TITLE SHEET

SHEET NUMBER

CUP SUBMITTAL

Resolution No. 2024-160
Exhibit "E"
Item16.
of 20

330



CONSTRUCTION NOTES–ONSITE

1. SAWCUT & REMOVE EXIST. AC PAVING, CONCRETE CURBS, CONCRETE DRIVE–THRU, ETC.
2. CONSTRUCT CURB; CF=6" UNLESS OTHERWISE SHOWN ON PLANS.
3. CONSTRUCT 6" CURB & 24" GUTTER.
4. CONSTRUCT DOUBLE 6" CURB WITH 24" CHANNEL.
5. ** PAVE WITH 6–INCH PCC OVER 4–INCH AB OVER COMPACTED SUBGRADE
6. ** PAVE WITH 3–INCH AC OVER 4–INCH AB OVER COMPACTED SUBGRADE. (PARKING STALLS).
7. ** PAVE WITH 3–INCH AC OVER 6–INCH AB OVER COMPACTED SUBGRADE. (DRIVE LANES).
8. CONSTRUCT CONCRETE SIDEWALK.
9. CANOPY PER ARCHITECTURAL PLANS. (PER SEPARATE PERMIT)
10. MENU BOARD PER SIGN PLANS. (PER SEPARATE PERMIT)
11. INSTALL BOLLARD
12. HEIGHT ARM PER SIGN PLANS.
13. CONSTRUCT 24–INCH WIDE CONCRETE TRENCH DRAIN WITH FRAME AND GRATE
14. CONSTRUCT ACCESSIBLE RAMP PER CBC REQUIREMENTS
15. PLACE TRUNCATED DOMES PER CBC REQUIREMENTS
16. COVERED TRASH ENCLOSURE/STORAGE ROOM AND CONCRETE APRON PER ARCHITECTURAL DETAILS.
17. CONSTRUCT RETAINING WALL PER STRUCTURAL PLANS
18. CONSTRUCT ALLEY–TYPE DRIVEWAY PER CITY OF ESCONDIDO STD. DWG. G–5–E
19. GREASE INTERCEPTOR PER PLUMBING PLAN.
20. CONSTRUCT 36–INCH SQUARE CONCRETE CATCH BASIN
21. CONSTRUCT CURB OPENING
22. CONSTRUCT BIOFILTRATION BASIN
23. INSTALL 6" PERFORATED PIPE
24. INSTALL 15–INCH PVC SDR–35 PIPE WITH FITTINGS.
25. CONSTRUCT 6" RETAINING CURB & 24" GUTTER
26. INSTALL CONCRETE BOLLARD WITH PROPOSED SIGN
27. INSTALL 18–INCH PVC SDR–35 PIPE WITH FITTINGS.
28. CONSTRUCT SCREENED WALL PER STRUCTURAL PLANS
L. LANDSCAPE AREA PER SEPARATE LANDSCAPE PLANS

** PAVEMENT SECTIONS SHALL COMPLY WITH GEOTECHNICAL REPORT RECOMMENDATIONS.

NOTE:

SEE SHEET 1 FOR LIST OF ABBREVIATIONS AND SYMBOLS

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REGISTERED PROFESSIONAL ENGINEER
RANDY J. DECKER
No. 80077
CIVIL
STATE OF CALIFORNIA

CHICK-FIL-A

WEST 13TH & CENTRE CITY

515 W. 13TH. AVENUE
ESCONDIDO, CA 92025

FSU# 05524

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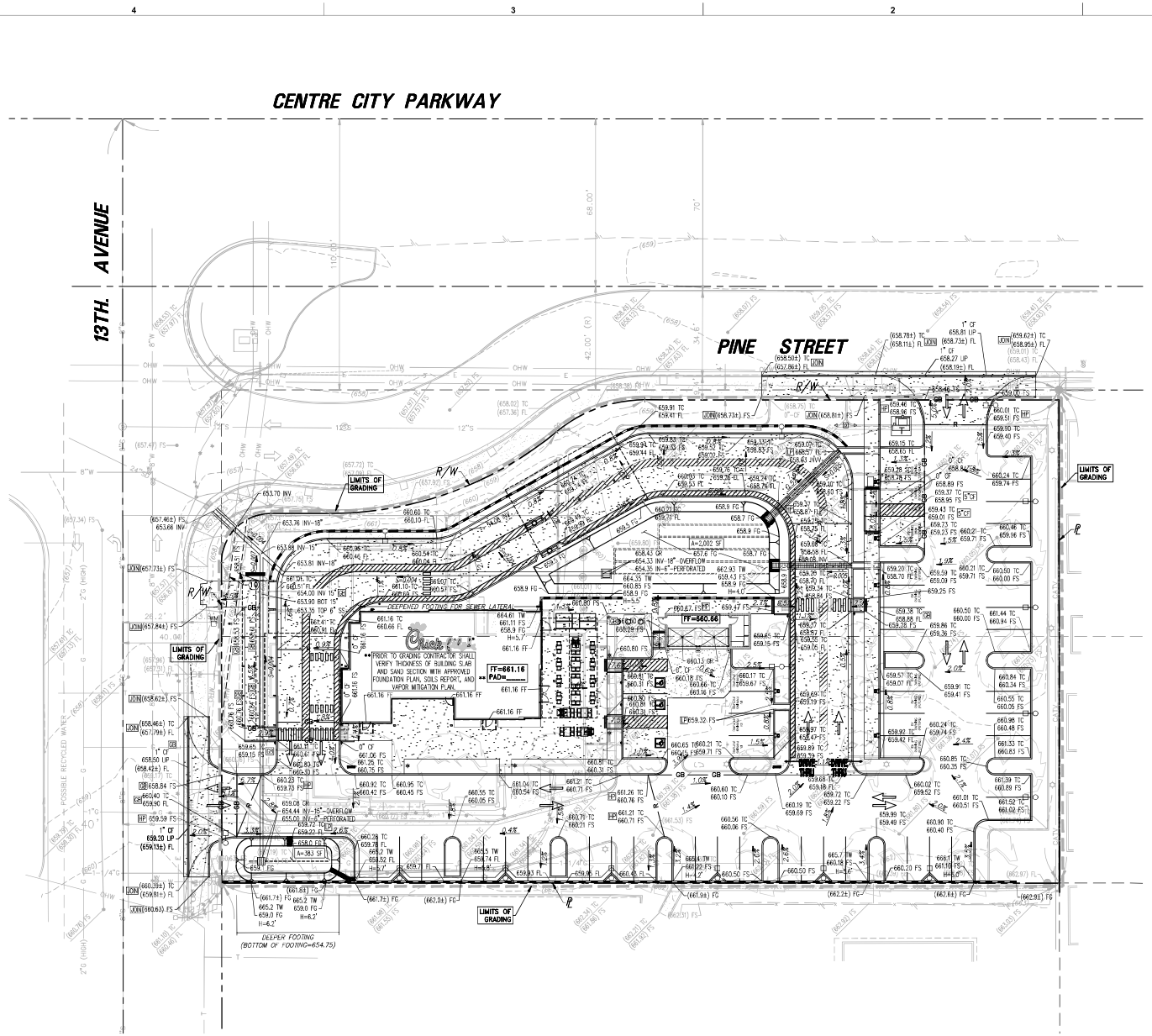
SHEET
CONCEPTUAL CONSTRUCTION NOTES PLAN

SHEET NUMBER

CUP SUBMITTAL

Resolution No. 2024-160
Exhibit "E"
Item16.
of 20



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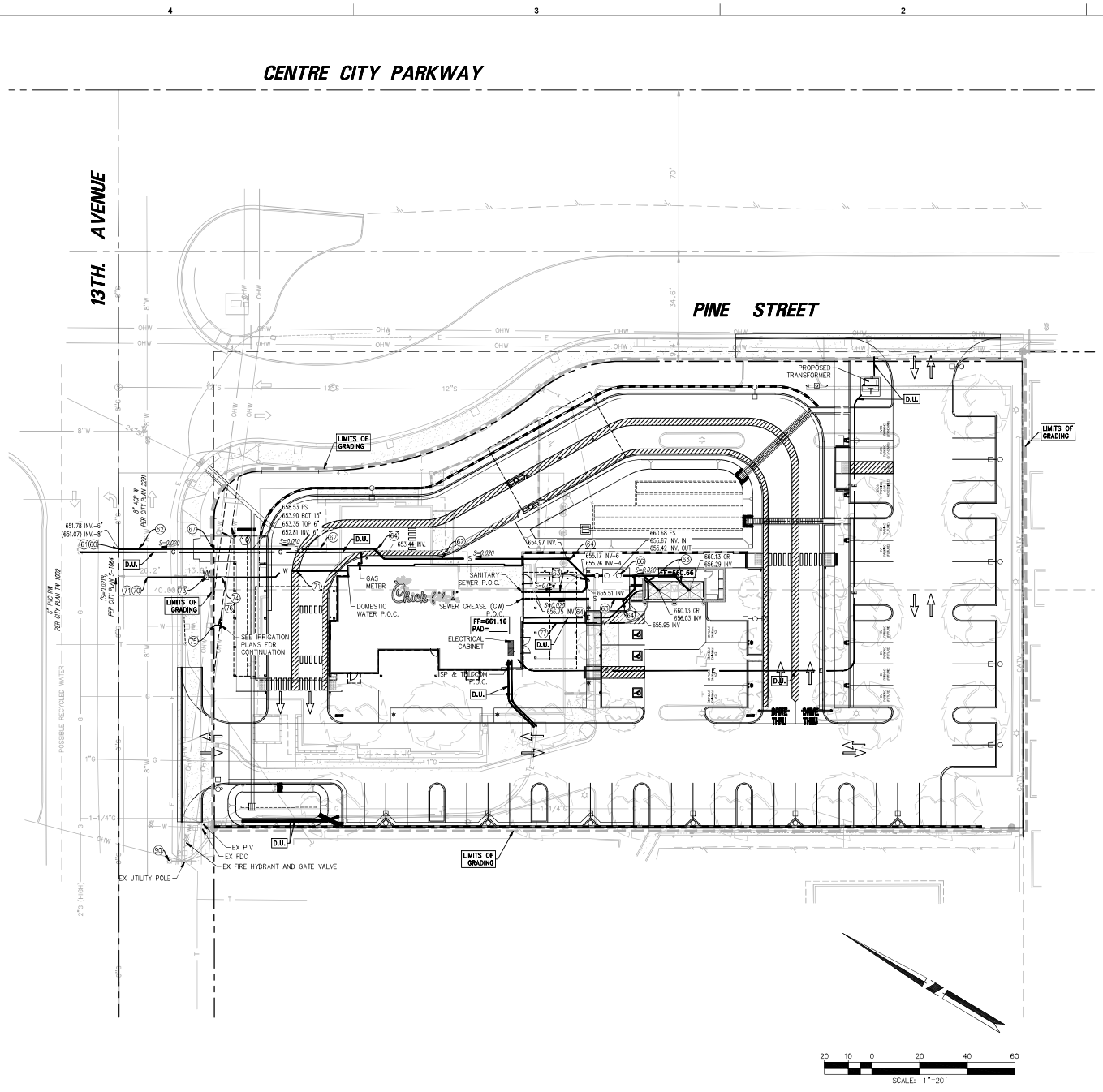
SHEET
CONCEPTUAL GRADING PLAN

SHEET NUMBER

CUP SUBMITTAL

Resolution No. 2024-160
Exhibit "E"
Item16.
of 20



CONSTRUCTION NOTES – SEWER

(60) POTHOLE AND VERIFY THE EXISTENCE, LOCATION, DEPTH, MATERIAL, SIZE, AND CONDITION OF EXISTING 15-INCH SEWER LATERAL. REPORT FINDINGS TO TRUXAW & ASSOCIATES PRIOR TO CONSTRUCTION.

(61) CONNECT TO EXISTING 8-INCH SEWER LATERAL AND CONSTRUCT 6" SEWER LATERAL PER CITY OF **ESCONDIDO** STANDARDS AND SPECIFICATIONS.

(62) PLACE 6-INCH SDR-35 PVC SEWER PIPE PER CPC REQUIREMENTS. PIPE BEDDING AND BACKFILL PER RECOMMENDATIONS OF SOILS ENGINEER.

(63) PLACE 4-INCH SDR-35 PVC SEWER PIPE PER CPC REQUIREMENTS. PIPE BEDDING AND BACKFILL PRE RECOMMENDATIONS OF SOILS ENGINEER.

(64) INSTALL CLEANOUT PER CITY OF **ESCONDIDO** REQUIREMENTS. SIZE TO MATCH DOWNSTREAM PIPE SIZE.

(65) DRAIN IN TRASH ENCLOSURE PER PLUMBING PLANS.

(66) GREASE INTERCEPTOR AND SAMPLE BOX PER PLUMBING PLANS.

(67) INSTALL BACKWATER VALVE

WATER (DOMESTIC & IRRIGATION)

(70) POTHOLE AND VERIFY THE EXISTENCE, LOCATION, SIZE, DEPTH, MATERIAL AND CONDITION OF EXISTING **8-INCH WATER MAIN**. REPORT FINDINGS TO TRUXAW & ASSOCIATES PRIOR TO CONSTRUCTION. (DOMESTIC & IRRIGATION)

(71) CONNECT 2-INCH WATER SERVICE TO EXISTING **8-INCH WATER MAIN** PER CITY OF **ESCONDIDO** STANDARDS AND SPECIFICATIONS. (DOMESTIC & IRRIGATION)

(72) PLACE 2-INCH SCH. 80 PVC WATER LINE (DOMESTIC).

(73) INSTALL **2-INCH** WATER METER PER CITY OF **ESCONDIDO** STANDARDS AND SPECIFICATIONS. (DOMESTIC)

(74) INSTALL 2-INCH BACKFLOW PREVENTOR (DOMESTIC).

(75) CONNECT TO EXISTING BACKFLOW PREVENTOR. (IRRIGATION)

(76) PLACE 1-INCH SCH. 80 PVC WATER LINE (IRRIGATION).

(77) INSTALL 3/4-INCH SCH. 80 PVC WATER LINE (TRASH ENCLOSURE).

WATER (FIRE SERVICE)

(80) POTHOLE AND VERIFY THE EXISTENCE, LOCATION, DEPTH, MATERIAL, SIZE, AND CONDITION OF THE EXISTING 6-INCH WATER LATERAL. REPORT FINDINGS TO TRUXAW & ASSOCIATES PRIOR TO CONSTRUCTION.

*** (81) CONNECT 6-INCH FIRE SERVICE TO EXISTING 8-INCH WATER LATERAL AT PROPERTY LINE PER CITY OF **ESCONDIDO** SPECIFICATIONS.

*** (82) PLACE 6-INCH C-900, CL-200 PVC FIRE WATER LINE. PIPE BEDDING AND BACKFILL **PER RECOMMENDATION OF SOILS ENGINEER.**

*** (83) INSTALL 6-INCH STAINLESS STEEL ONE-PIECE FIRE RISER PIECE PER MANUFACTURER'S SPECIFICATIONS AND CONNECT TO FIRE RISER. PIPE BEDDING AND BACKFILL **PER RECOMMENDATION OF SOILS ENGINEER.**

*** (84) INSTALL 6-INCH DOUBLE DETECTOR CHECK ASSEMBLY PER MANUFACTURER'S SPECIFICATIONS.

*** (85) PLACE 6-INCH 45° ELBOW AND CONSTRUCT THRUST BLOCK PER CITY OF ESCONDIDO STANDARDS AND SPECIFICATIONS. ELBOW ANGLE PER PLAN.

*** (86) PLACE 4-INCH C-900, CL-200 PVC FIRE WATER LINE. PIPE BEDDING AND BACKFILL PER RECOMMENDATION OF SOILS ENGINEER.

*** (87) INSTALL FDC PER CITY OF **ESCONDIDO** SPECIFICATIONS.

*** (88) PLACE 6-INCH 90° ELBOW AND CONSTRUCT THRUST BLOCK PER CITY OF ESCONDIDO STANDARDS AND SPECIFICATIONS. ELBOW ANGLE PER PLAN.

*** FIRE PROTECTION PIPE LINE AND SPRINKLERS IN THE BUILDING TO BE DESIGNED AND PERMITTED BY SEPARATE PLANS. PRIOR TO CONSTRUCTION OF FIRE WATER SYSTEM SHOWN ON THIS PLAN, CONTRACTOR SHALL VERIFY VIA HYDRAULIC CALCULATIONS ACCEPTABLE TO THE FIRE DEPARTMENT THAT SIZE OF FIRE SERVICE & DETECTOR CHECK ARE OF SUFFICIENT SIZE TO SERVE BUILDING. (SIZE SHOWN FOR PLAN CHECK & BID PURPOSES ONLY).

CONSTRUCTION NOTES – UTILITIES

(90) EXISTING LS-1 RENTED STREET LIGHT TO BE REMOVED. INSTALL LED STREET LIGHT NEXT TO THE PROPOSED DRIVEWAY PER CITY OF ESCONDIDO STD. DWG. E-1-E.

ALL UTILITY POINTS AND SIZES OF CONNECTION SHALL BE VERIFIED

DRY UTILITIES (D.U.)

PROPOSED ELECTRIC, TELEPHONE, CABLE TV, AND GAS LINES ARE SHOWN HEREON FOR COORDINATION PURPOSES. CONTRACTOR TO VERIFY POINTS OF CONNECTION AND CONSTRUCT PROPOSED SERVICE LINES IN ACCORDANCE WITH SERVICE PLANNING DOCUMENTS PREPARED BY EACH RESPECTIVE UTILITY COMPANY.

NOTE:

SEE SHEET 1 FOR LIST OF ABBREVIATIONS AND SYMBOLS.

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REGISTERED PROFESSIONAL ENGINEER — NANCY J. DEZER — No. 81077 — CIVIL — STATE OF CALIFORNIA

CHICK-FIL-A

WEST 13TH & CENTRE CITY

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SHEET
CONCEPTUAL UTILITY PLAN

SHEET NUMBER

CUP SUBMITTAL

TITLE REPORT

THIS SURVEY AND EASEMENTS SHOWN HEREON ARE BASED ON INFORMATION CONTAINED IN THE COMMITMENT BY:

FIRST AMERICAN TITLE INSURANCE COMPANY
4380 LA JOLLA VILLAGE DRIVE, SUITE 110
SAN DIEGO, CA 92122
(858) 410-3916
ORDER/FILE NUMBER: NCS-1165837-SD
DATED: FEBRUARY 3, 2023
TITLE OFFICER: JANICE TREANOR

LEGAL DESCRIPTION

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

LOTS 9 AND 10 IN BLOCK 220 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886. EXCEPTING FROM SAID LOT 9 THAT PORTION THEREOF GRANTED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSES IN DEED RECORDED MARCH 11, 1948, IN BOOK 2708, PAGE 47 OF OFFICIAL RECORDS.

EXCEPTING ALSO THE INTEREST CONVEYED TO THE CITY OF ESCONDIDO BY DEED RECORDED JANUARY 7, 1976 AS FILE NO. 76-004339 OF OFFICIAL RECORDS.

APN: 236-161-07-00 (AFFECTS LOT 9) 236-161-06-00 (AFFECTS LOT 10)

EXCEPTION, EASEMENTS & DISPOSITION NOTES

REFER TO TITLE REPORT FOR ADDITIONAL INFORMATION AND DETAILS:

1 ITEM THAT DEALS WITH TAXES.

2 ITEM THAT DEALS WITH TAXES.

3 ITEM THAT DEALS WITH TAXES.

4 ITEM THAT DEALS WITH TAXES.

5 ITEM THAT DEALS WITH TAXES.

6 THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO CHAPTER 3.5 COMMENCING WITH SECTION 75 OF THE CALIFORNIA REVENUE AND TAXATION CODE.

7 AN EASEMENT AND RIGHT OF WAY NOT EXCEEDING 10 FEET IN WIDTH FOR ALL PIPE LINES AND 20 FEET IN WIDTH FOR ALL DITCH LINES, FOR WATER PURPOSES AND INCIDENTAL PURPOSES THERETO UPON THE TERMS AND CONDITIONS CONTAINED THEREIN AS GRANTED TO THE ESCONDIDO IRRIGATION DISTRICT IN A DEED RECORDED AUGUST 1, 1895, IN BOOK 238 OF DEEDS, PAGE 390.

BY AN INSTRUMENT RECORDED DECEMBER 16, 1905, IN BOOK 372 OF DEEDS, PAGE 307, ALL RIGHTS, TITLE AND INTEREST OF THE GRANTEE WAS PASSED TO THE ESCONDIDO MUTUAL WATER COMPANY, A CORPORATION

BY INSTRUMENT RECORDED DECEMBER 30, 1987 AS INSTRUMENT NO. 87-712928 OF OFFICIAL RECORDS, ALL RIGHTS, TITLE AND INTEREST OF ESCONDIDO MUTUAL WATER COMPANY, A CORPORATION PASSES AND NOW VEST IN THE CITY OF ESCONDIDO.

NOTE: THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD. UNABLE TO DETERMINE AFFECT OF SAID DOCUMENTS/INSTRUMENTS UPON THE SURVEYED LAND FROM RECORD. REFER TO DOCUMENTS/INSTRUMENTS FOR FULL PARTICULARS.

8 AN EASEMENT FOR THE RIGHT TO LAY WATER PIPES AT LEAST TWO FEET BELOW THE SURFACE AND INCIDENTAL PURPOSES IN FAVOR OF ESCONDIDO LAND AND TOWN COMPANY, ITS SUCCESSORS AND/OR ASSIGNS, RECORDED JANUARY 10, 1907 IN BOOK 249 OF DEEDS, PAGE 300 AND MARCH 3, 1908 IN BOOK 249 OF DEEDS, PAGE 336 RESPECTIVELY.

NOTE: THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD. REFER TO DOCUMENTS/INSTRUMENTS FOR FULL PARTICULARS.

9 AN EASEMENT FOR PUBLIC UTILITIES, INGRESS AND EGRESS AND INCIDENTAL PURPOSES, RECORDED APRIL 13, 1976 AS INSTRUMENT NO. 1976-108728 OF OFFICIAL RECORDS.
IN FAVOR OF: SAN DIEGO GAS & ELECTRIC COMPANY
AFFECTS: AS DESCRIBED THEREIN

NOTE: SAID INSTRUMENT AFFECTS THE SURVEYED LAND. THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD. REFER TO DOCUMENTS/INSTRUMENTS FOR FULL PARTICULARS.

(10) AN EASEMENT FOR PUBLIC UTILITIES, INGRESS AND EGRESS AND INCIDENTAL PURPOSES, RECORDED MAY 25, 1976 AS INSTRUMENT NO. 1976-157930 OF OFFICIAL RECORDS.
IN FAVOR OF: SAN DIEGO GAS & ELECTRIC COMPANY
AFFECTS: AS DESCRIBED THEREIN

NOTE: SAID INSTRUMENT AFFECTS THE SURVEYED LAND AND IS PLOTTED HEREON.

11 AN UNRECORDED LEASE DATED FEBRUARY 25, 2000, EXECUTED BY KARL KELLER AND KAY LORI KELLER AS LESSOR AND MARIE CALLENDER VENTURES, INC., A CALIFORNIA CORPORATION AS LESSEE, AS DISCLOSED BY A MEMORANDUM OF LEASE RECORDED MARCH 17, 2000 AS INSTRUMENT NO. 2000-0137894 OF OFFICIAL RECORDS.

DEFECTS, LIENS, ENCUMBRANCES OR OTHER MATTERS AFFECTING THE LEASEHOLD ESTATE, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

12 A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS OF $2,790,000.00 RECORDED MAY 15, 2020 AS INSTRUMENT NO. 2020-0248853 OF OFFICIAL RECORDS.
DATED: APRIL 27, 2020
TRUSTOR: TIPP INVESTMENTS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY TRUSTEE: FIDELITY NATIONAL TITLE COMPANY, A FLORIDA CORPORATION
BENEFICIARY: KARL H KELLER, TRUSTEE OF THE KHKEL TRUST, DATED MARCH 18, 2010

ACCORDING TO THE PUBLIC RECORDS, THE BENEFICIAL INTEREST UNDER THE DEED OF TRUST WAS ASSIGNED TO KARLENE L. KELLER, TRUSTEE OF THE KHKEL TRUST DATED MARCH 18, 2010 BY ASSIGNMENT RECORDED MARCH 18, 2022 AS INSTRUMENT NO. 2022-0121198 OF OFFICIAL RECORDS.

13 A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS OF $210,000.00 RECORDED MAY 15, 2020 AS INSTRUMENT NO. 2020-0248854 OF OFFICIAL RECORDS.
DATED: APRIL 27, 2020
TRUSTOR: TIPP INVESTMENTS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
TRUSTEE: FIDELITY NATIONAL TITLE COMPANY, A FLORIDA CORPORATION
BENEFICIARY: KARL H KELLER, TRUSTEE OF THE KHKEL TRUST DATED MARCH 13, 2010

ACCORDING TO THE PUBLIC RECORDS, THE BENEFICIAL INTEREST UNDER THE DEED OF TRUST WAS ASSIGNED TO KARLENE L. KELLER, TRUSTEE OF THE KHKEL TRUST DATED MARCH 18, 2010 BY ASSIGNMENT RECORDED MARCH 18, 2022 AS INSTRUMENT NO. 2022-0121199 OF OFFICIAL RECORDS.

14 ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH WOULD BE DISCLOSED BY A CORRECT ALTA/NSPS SURVEY.

15 AN ALTA/NSPS SURVEY OF RECENT DATE WHICH COMPLIES WITH THE CURRENT MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS.

16 ANY CLAIM THAT THE TITLE IS SUBJECT TO A TRUST OR LIEN CREATED UNDER THE PERISHABLE AGRICULTURAL COMMODITIES ACT, 1930 (7 U.S.C. §§499A, ET SEQ.) OR THE PACKERS AND STOCKYARDS ACT (7 U.S.C. §§181 ET SEQ.) OR UNDER SIMILAR STATE LAWS.

CONSIDERATION FOR THE DELETION OF THIS EXCEPTION IS HIGHLY FACT INTENSIVE. PLEASE CONTACT THE UNDERWRITER ASSIGNED TO YOUR FILE AS SOON AS POSSIBLE TO DISCUSS.

(AFFECTS LOT 9)

17 ADDITIONAL MATTERS, IF ANY, FOLLOWING REVIEW BY THE COMPANY'S WATERWAYS AND BOUNDARIES UNDERWRITERS.

18 WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

19 RIGHTS OF PARTIES IN POSSESSION.

RECORD DATA

(R) = RECORD OF SURVEY MAP NO. 17797, FILED IN THE COUNTY OF SAN DIEGO.

(R1) = MAP NO. 336, "TOWN OF ESCONDIDO", FILED IN THE COUNTY OF SAN DIEGO, JULY 10, 1886.

(D) = GRANT DEED RECORDED JANUARY 7, 1976 AS FILE NO. 76-004339 OF OFFICIAL RECORDS.

BASIS OF BEARINGS

THE BEARING OF N30°49'22"W SHOWN HEREON, ESTABLISHED FROM FOUND MONUMENTS ON THE CENTER LINE OF CENTER CITY PARKWAY AS SHOWN ON RECORD OF SURVEY MAP NO. 17797, OFFICIAL RECORDS OF SAN DIEGO COUNTY, STATE OF CALIFORNIA WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

BENCHMARK

CITY OF ESCONDIDO BENCHMARK NO. 287-A

1-1/2" DIAMETER BRASS DISK MARKED "COE BM 287-A", SET IN TOP OF CURB AT THE WESTERLY EDGE OF A PEDESTRIAN RAMP, ON THE NW CORNER OF 13TH AVE. AND PINE ST., SET 6/2016.

ELEVATION: 655.11 FEET (NGVD 1929)

PARKING COUNT

88 PARKING STALLS EXIST WITHIN THE SUBJECT SITE TITLE REPORT LEGAL DESCRIPTION SHOWN HEREON. (INCLUDES 4 HANDICAP STALLS)

SITE AREA

THE SUBJECT SITE, LEGAL DESCRIPTION PER TITLE REPORT HEREON CONTAINS APPROXIMATELY:

61,090 SQ. FT. OR 1.402 ACRES

FLOOD ZONE

COMMUNITY NUMBER: 060290; MAP OR PANEL NUMBER: 1077G
EFFECTIVE DATE: 05/16/2012

ZONE: X

PROPERTY NOT IN A SPECIAL FLOOD HAZARD AREA, AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

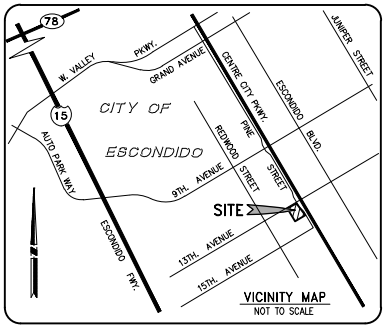
INFORMATION OBTAINED FROM CERTIFIED FLOOD SYSTEMS, INC. ON 3/29/23

UTILITY PURVEYORS

SEWER.....CITY OF ESCONDIDO.....760-839-4284.....UTILITY DIVISION
WATER.....CITY OF ESCONDIDO.....760-839-4284.....WATER DIVISION
STORM DRAIN.....CITY OF ESCONDIDO.....760-839-4651.....HECTAR FARELA
GAS.....SDGE.....858-636-6805.....FERNANDO ESQUER
CABLE.....COX COMMUNICATION.....619-266-5628.....JOHN LEO
PHONE.....AT&T.....858-790-0265.....BREANDAN LEE
ELECTRIC.....SDGE.....858-378-3746.....JAMES TODD
TRAFFIC.....CITY OF ESCONDIDO.....760-839-4595.....OWEN TUNNELL

NOTE:

THE FOLLOWING UTILITIES, PLOTTED PER RESEARCH PROVIDED BY THEIR RESPECTIVE UTILITY PURVEYORS, DO NOT BENEFIT FROM RECORDED EASEMENTS:
GAS, CABLE TELEVISION (CATV) AND TELEPHONE.
SEE SHEET C-100.3 FOR LOCATIONS.



VICINITY MAP
NOT TO SCALE

SITE PLANNING DATA

DISCLAIMER: INFORMATION PROVIDED BY 4G DEVELOPMENT AND CONSULTING INC. SHOWN IN THE SITE INVESTIGATION REPORT DATED 02/27/2023.

ZONING: S-P SPECIFIC PLAN AREA, SPA 15: SOUTH CENTRE CITY SPECIFIC PLAN, 13TH. AVE CORNERS DISTRICT

MAXIMUM BUILDING HEIGHT: 45 FEET

SETBACKS

BUILDING: NORTH = 20 FEET; SOUTH = 10 FEET;
EAST = 10-20 FEET; WEST = 0-10 FEET

LANDSCAPING: NORTH = 0 FEET; SOUTH = 10 FEET;
EAST = 10 FEET; WEST = 0 FEET

SURVEYOR'S NOTES

1. IT IS NOT WITHIN THE PURVIEW OF THIS SURVEYOR TO MAKE DETERMINATIONS OF OWNERSHIP. AS TO "ENCROACHMENTS" SPECIFICALLY, NO INFERENCE TO SUCH DETERMINATION IS INTENDED OR IMPLIED.
2. LOCATIONS OF UNDERGROUND UTILITIES / STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES / STRUCTURES MAY EXIST. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES / STRUCTURES. THE LOCATIONS OF UNDERGROUND FEATURES SHOWN HEREON ARE PLOTTED FROM AVAILABLE RECORD INFORMATION AND VISIBLE SURFACE INDICATIONS. BEFORE ANY EXCAVATIONS ARE PERFORMED, UTILITY PURVEYORS SHOULD BE CONTACTED FOR VERIFICATION OF UTILITY TYPE AND FIELD LOCATIONS.
3. VEHICULAR ACCESS TO THE "SUBJECT SITE" EXISTS CURRENTLY FROM DRIVE ENTRANCES ALONG WEST 13TH. AVENUE AND SOUTH PINE STREET.
4. ALL MATTERS SHOWN ON RECORDED PLATS LISTED IN RECORD DATA HEREON THAT ARE PERTINENT TO THE SURVEY OF THE SUBJECT SITE ARE SHOWN ON THIS ALTA SURVEY HEREON.
5. AT THE TIME OF SURVEY NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR ADDITIONS WERE OBSERVED ON THE SUBJECT SITE.
6. NO RECENT CHANGES IN STREET RIGHTS-OF-WAY OR STREET CONSTRUCTION OR REPAIRS WERE OBSERVED AT THE TIME OF SURVEY.
7. THERE WAS NO EVIDENCE OF THE PROPERTY BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL AT THE TIME OF THE SURVEY.

SURVEY CERTIFICATION

TO: CHICK-FIL-A, INC. AND FIRST AMERICAN TITLE INSURANCE COMPANY,

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 6(a), 7, 8, 9, 11(b), 13, 16 & 17 OF "TABLE A" THEREOF.
THE FIELD WORK WAS COMPLETED ON MARCH 25, 2023.

THIS CERTIFICATION IS SUBMITTED PURSUANT TO SECTION 8770.6 OF THE PROFESSIONAL LAND SURVEYORS ACT, BUSINESS AND PROFESSIONS CODE, STATE OF CALIFORNIA.

04/14/2023
MICHAEL P. HERNANDEZ, P.L.S. NO. 9281 DATE

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

Prepared by:
JOSEPH C. TRUXAW & ASSOCIATES, INC.
Civil Engineers and Land Surveyors
1915 W. ORANGEWOOD AVE. SUITE 101
ORANGE, CA 92868
(714) 935-0265
(714) 935-0106 (FAX)

CHICK-FIL-A
WEST 13TH & CENTRE CITY
515 W. 13TH. AVENUE
ESCONDIDO, CA 92025

FSU# 05524

REVISION SCHEDULE
NO. DATE DESCRIPTION

ENGINEER'S PROJECT # CFA23008
PRINTED FOR ENTITLEMENT
DATE 04-14-23
DRAWN BY SDS

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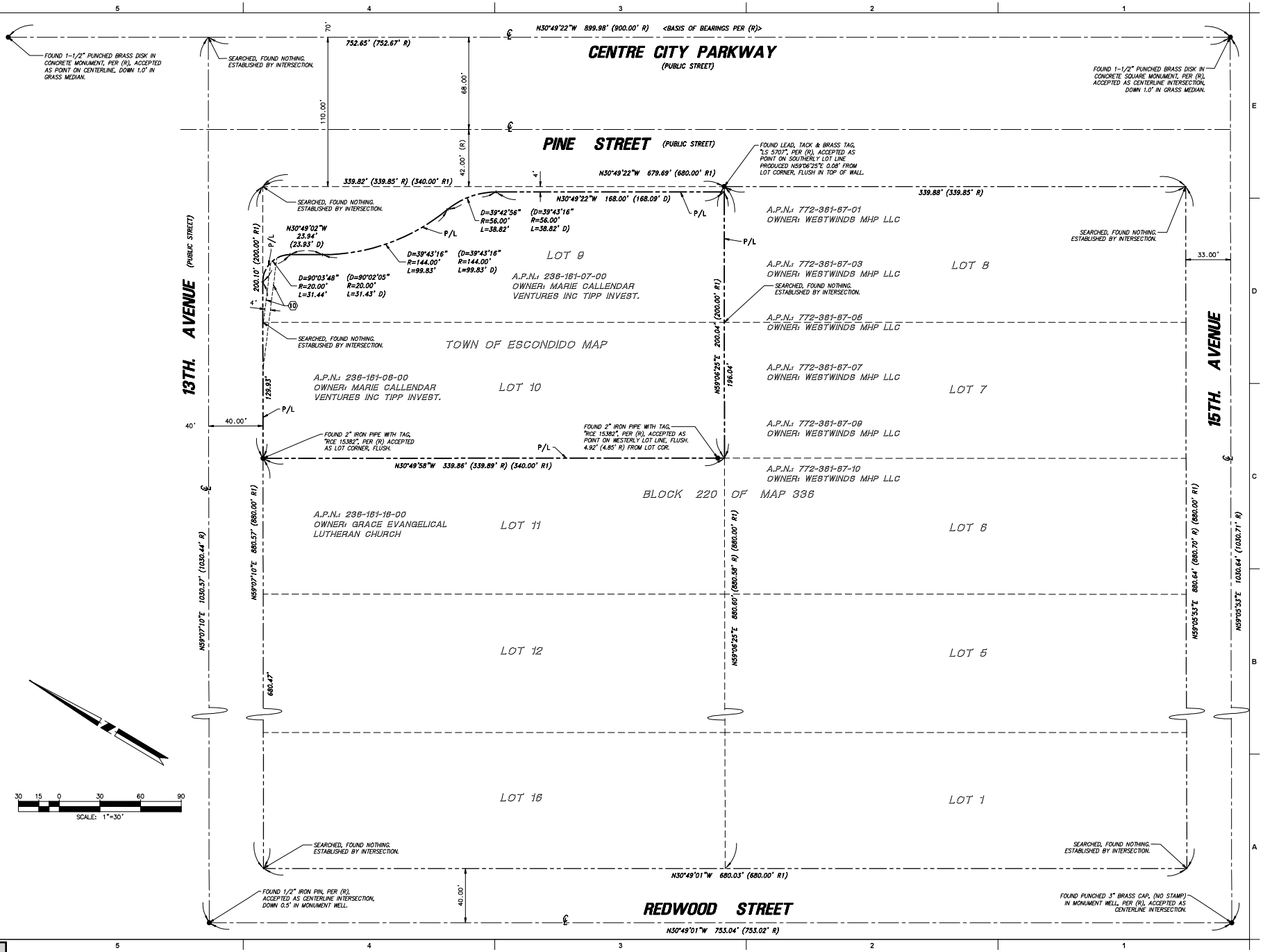
SHEET
ALTA/NSPS LAND TITLE SURVEY

SHEET NUMBER
C-100.1



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WEST 13TH & CENTRE CITY

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REVISION SCHEDULE

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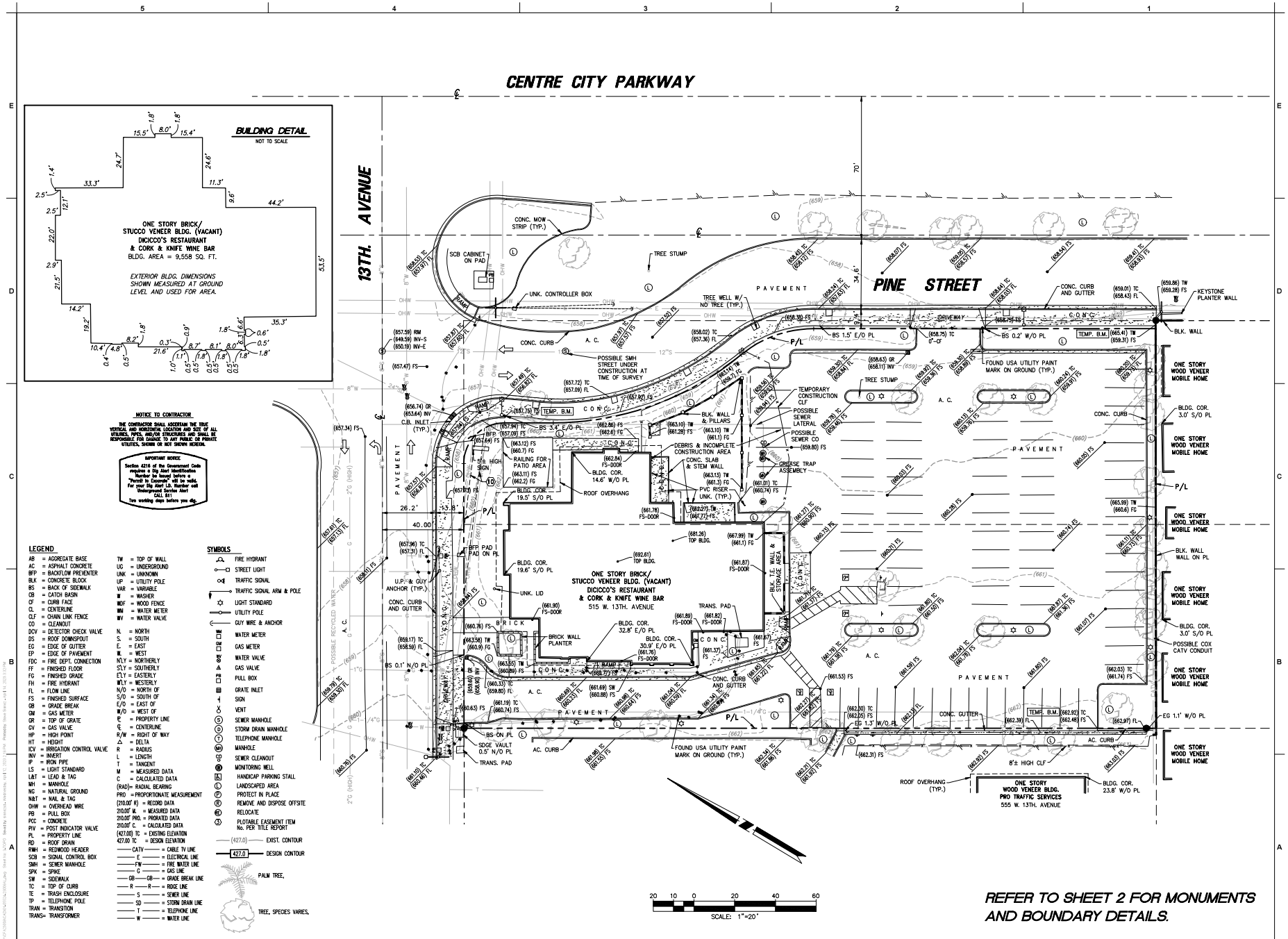
SHEET
ALTA/NSPS LAND TITLE SURVEY

SHEET NUMBER
C-2

Item16.
Resolution No. 2024-160
Exhibit "E"
2 of 20



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FSU# 05524

REVISION SCHEDULE
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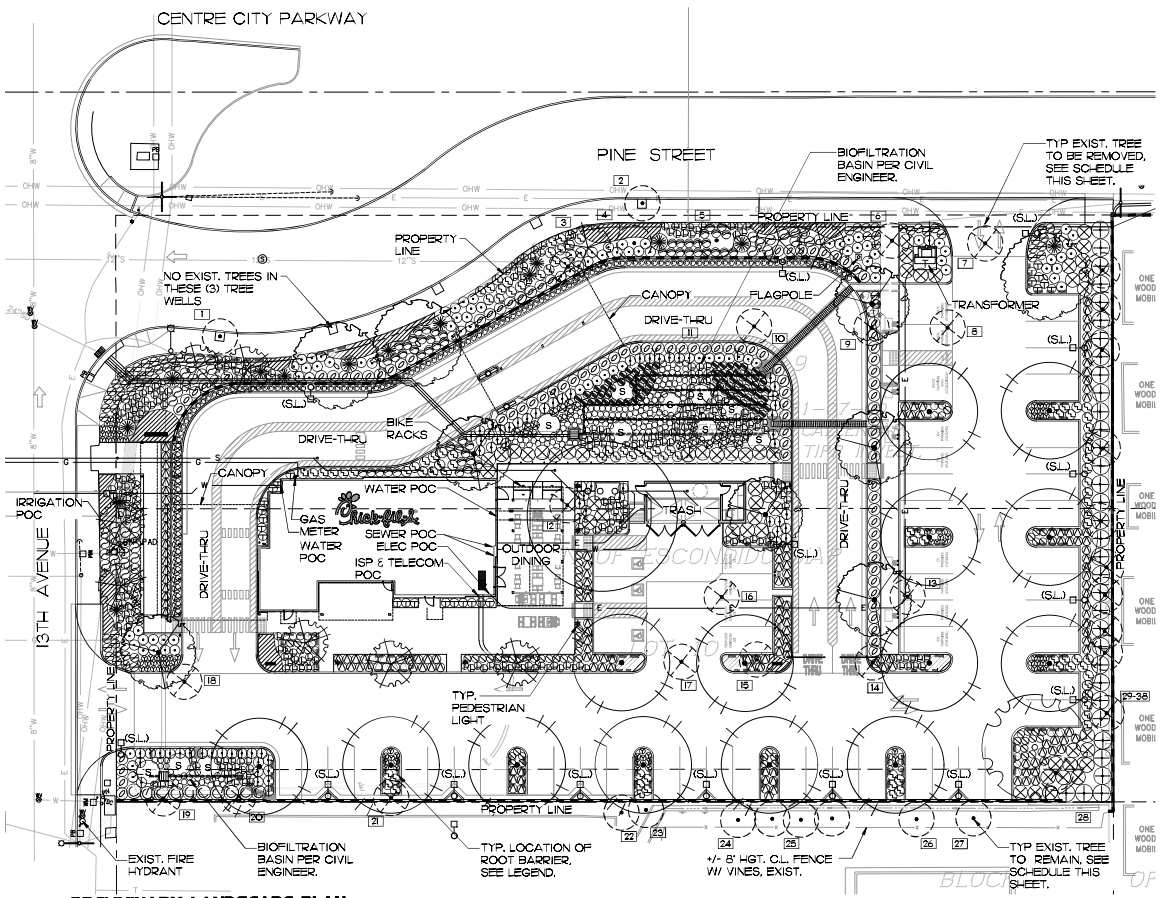
SHEET
ALTA/NSPS LAND TITLE SURVEY
SHEET NUMBER
C1

Resolution No. 2024-160 Exhibit "E" Item16. 33 of 20



PRELIMINARY LANDSCAPE PLAN

SCALE: 1" = 20'-0"

PLANTING LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	REMARKS	WUCOLS IV REGION 4
	TREES					
	ARBUTUS 'MARINA'	STRAWBERRY TREE	24" BOX	3	STANDARD EVERGREEN	M
	CERCIS OCCIDENTALIS	WESTERN REDBUD	24" BOX	6	STANDARD DECIDUOUS	L
	LAGERSTROEMIA X 'NATCHEZ'	CRAPE MYRTLE	24" BOX	10	STANDARD DECIDUOUS	M
	QUERCUS ILEX	HOLLY OAK	24" BOX	1	STANDARD EVERGREEN	L
	ZELKOVA SERRATA 'SCHMIDTLOW'	SAWLEAF ZELKOVA	24" BOX	14	STANDARD DECIDUOUS	M
	EXISTING TREE TO BE REMOVED - (28) TOTAL					
	EXISTING TREE TO REMAIN WITHIN LIMIT OF WORK - (2) TOTAL EXISTING TREE TO REMAIN OUTSIDE LIMIT OF WORK - (10) TOTAL					
	SHRUBS					
	AGAVE ATTENUATA 'MEDIOPICTA ALBA'	VARIEGATED FOXTAIL AGAVE	5 GAL.	6	AS SHOWN	L
	AGAVE VILMORINIANA	OCTOPUS AGAVE	5 GAL.	8	AS SHOWN	L
	ALOE VERA	MEDICINAL ALOE	5 GAL.	165	3'-0" O.C.	L
	ARCTOSTAPHYLOS EDMUNDSII 'CARMEL SUR'	LITTLE SUR MANZANITA	5 GAL.	10	5'-0" O.C.	L
	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	5 GAL.	68	3'-0" O.C.	M
	CHONDROPETALUM TECTORUM	CAPE RUSH	5 GAL.	112	2'-0" O.C.	L
	DIANELLA REVOLUTA 'LITTLE REV'	BLACK ANTHER FLAX LILY	5 GAL.	24	3'-0" O.C.	L
	DIETES BICOLOR	FORTNIGHT LILY	5 GAL.	53	3'-0" O.C.	L
	FESTUCA MAIREI	ATLAS FESCUE	5 GAL.	80	2'-6" O.C.	M
	FRANGULA CALIFORNICA 'MOUND SAN BRUNO'	COFFEEBERRY	5 GAL.	51	5'-0" O.C.	L
	HESPERALOE PARVIFLORA 'PINK PARADISE'	RED YUCCA	5 GAL.	63	3'-0" O.C.	L
	JUNCUS PATENS 'CARMAN'S GRAY'	CALIFORNIA GRAY RUSH	5 GAL.	178	2'-0" O.C.	L
	LAVANDULA ANGUSTIFOLIA 'HIDCOTE SUPERIOR'	ENGLISH LAVENDER	5 GAL.	72	2'-6" O.C.	L
	LEYMUS CONDENSATUS 'CANYON PRINCE'	WILD RYE	5 GAL.	298	2'-6" O.C.	L
	MUHLENBERGIA CAPILLARIS 'WHITE CLOUD'	WHITE MUHLY	5 GAL.	78	3'-6" O.C.	L
	MUHLENBERGIA RIGENS	DEER GRASS	5 GAL.	86	3'-6" O.C.	L
	OLEA EUROPAEA 'LITTLE OLLIE'	DWARF OLIVE	15 GAL.	98	4'-0" O.C.	L
	PENNISETUM SPATHIOLATUM	SLENDER VELDT GRASS	5 GAL.	86	2'-0" O.C.	M
	PHLOMIS FRUTICOSA	JERUSALEM SAGE	5 GAL.	96	3'-6" O.C.	L
	PRUNUS CAROLINIANA 'BRIGHT N TIGHT'	CAROLINA LAUREL CHERRY	15 GAL.	34	AS SHOWN	M
	SALVIA GREGGII 'PURMAN'S RED'	AUTUMN SAGE	5 GAL.	41	3'-6" O.C.	L
S	SAMBUCUS MEXICANA	MEXICAN ELDERBERRY	15 GAL.	11	AS SHOWN	L
	GROUNDCOVERS					
	ALOE 'SAFARI ROSE'	SAFARI ROSE ALOE	1 GAL.	950 S.F.	24" O.C.	L

NOTE: ALL SHRUB PLANTING AREAS ARE TO RECEIVE A 3" THICK LAYER OF ORGANIC BARK MULCH (WITH EXCEPTION OF BASIN PLANTINGS)

– – – TYP. ROOT BARRIER SYMBOL. INSTALL PER CITY REQUIREMENTS AND MANUFACTURER'S RECOMMENDATIONS.

PLANTING NOTES

1. CONTRACTOR IS TO REVIEW PLANS, VERIFY SITE CONDITIONS AND PLANT QUANTITIES PRIOR TO INSTALLATION. CONFLICTS BETWEEN THE SITE AND THESE PLANS OR WITHIN THESE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO LANDSCAPE INSTALLATION. ANY DEVIATIONS) FROM THE PLANS OR SPECIFICATIONS IS TO HAVE WRITTEN APPROVAL.
2. ALL PLANT MATERIAL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "AMERICAN NURSERY AND LANDSCAPE ASSOCIATION" STANDARDS. WWW.ANLA.ORG
3. LANDSCAPE ARCHITECT SHALL APPROVE PLANT MATERIAL PLACEMENT BY CONTRACTOR PRIOR TO INSTALLATION.
4. CONTRACTOR TO INCLUDE IN HIS BID THE REPAIR OF ANY AND ALL DAMAGE RESULTING FROM INSTALLATION OF PLANTING ITEMS. CONNECT TO EXISTING CONDITIONS.
5. PERIMETER OF ALL RAISED PLANTERS TO HAVE A ROOT BARRIER TO REDIRECT ROOT GROWTH PER MANUFACTURER'S SPECIFICATIONS.
6. FINISH GRADE TO BE 2" BELOW TOP OF CURB OR SIDEWALK FOR PLANTING AREAS.
7. FERTILIZER FOR ALL PLANTING AREAS SHALL BE AS SPECIFIED WITHIN THE SOILS REPORT.
8. ALL PLANTING AND IRRIGATION ON THIS PROJECT TO MEET OR EXCEED CITY LANDSCAPE GUIDELINES, STANDARDS AND AGENCY REQUIREMENTS.
9. ALL PLANTER AREAS SHALL BE TOP DRESSED WITH 3" MINIMUM MULCH COVER.
10. ALL PLANTING AREAS SHALL BE IRRIGATED WITH SUB-GRADE BUBBLERS FOR TREES AND DRIPLINE OR DRIP EMITTERS FOR SHRUBS/GROUND COVERS. CONNECTED TO AUTOMATIC REMOTE CONTROL VALVES AND TIED INTO AN AUTOMATIC IRRIGATION "SMART" CONTROLLER.
11. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN ALL PLANTED AREAS BY MEANS OF CONTINUOUS WATERING, PRUNING, RAISING TREE BALLS WHICH SETTLE BELOW GRADE, FERTILIZING, APPLICATION OF SPRAYS WHICH ARE NECESSARY TO KEEP THE PLANTINGS FREE OF INSECTS AND DISEASES, WEEDING, AND/OR OTHER OPERATIONS NECESSARY FOR PROPER CARE AND UPKEEP. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN ALL PLANTINGS AS SPECIFIED ABOVE FOR A PERIOD OF NINETY (90) DAYS.
12. ALL PLANTER BEDS TO BE AMENDED WITH SOIL PREPARATION PER SPECIFICATIONS. NO DEVIATIONS ARE ALLOWED.

LANDSCAPE CALCULATIONS

SHRUB & GROUNDCOVER AREA:	14,318 SQ. FT.
BIO-RETENTION BASINS:	3,765 SQ. FT.
TURF AREA:	0 SQ. FT.
TOTAL LANDSCAPE AREA:	18,083 SQ. FT.

REFER TO SHEET L1.1 FOR EXISTING TREE LISTING.
REFER TO SHEET L1.1 FOR PRELIMINARY PARKING SPACE SHADE PLAN.
REFER TO SHEET L2.0 FOR PRELIMINARY IRRIGATION PLAN.
REFER TO SHEET L2.1 FOR PRELIMINARY WATER CONSERVATION PLAN.

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

N

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ROBERT A. HOUNAN
#2824
REGISTERED LANDSCAPE ARCHITECT
STATE OF CALIFORNIA

CHICK-FIL-A

W 13TH & CENTRE CITY
SWC OF W 13TH AVE & CENTRE CITY PKWY
ESCONDIDO, CA

STORE # **05524**

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
	7-24-23	CUP Submittal
1	1-14-24	CUP Resubmittal
2	5-3-24	CUP Resubmittal

ARCHITECT'S PROJECT #
PRINTED FOR: CUP Resubmittal
DATE: 7-15-24
DRAWN BY: VSNW

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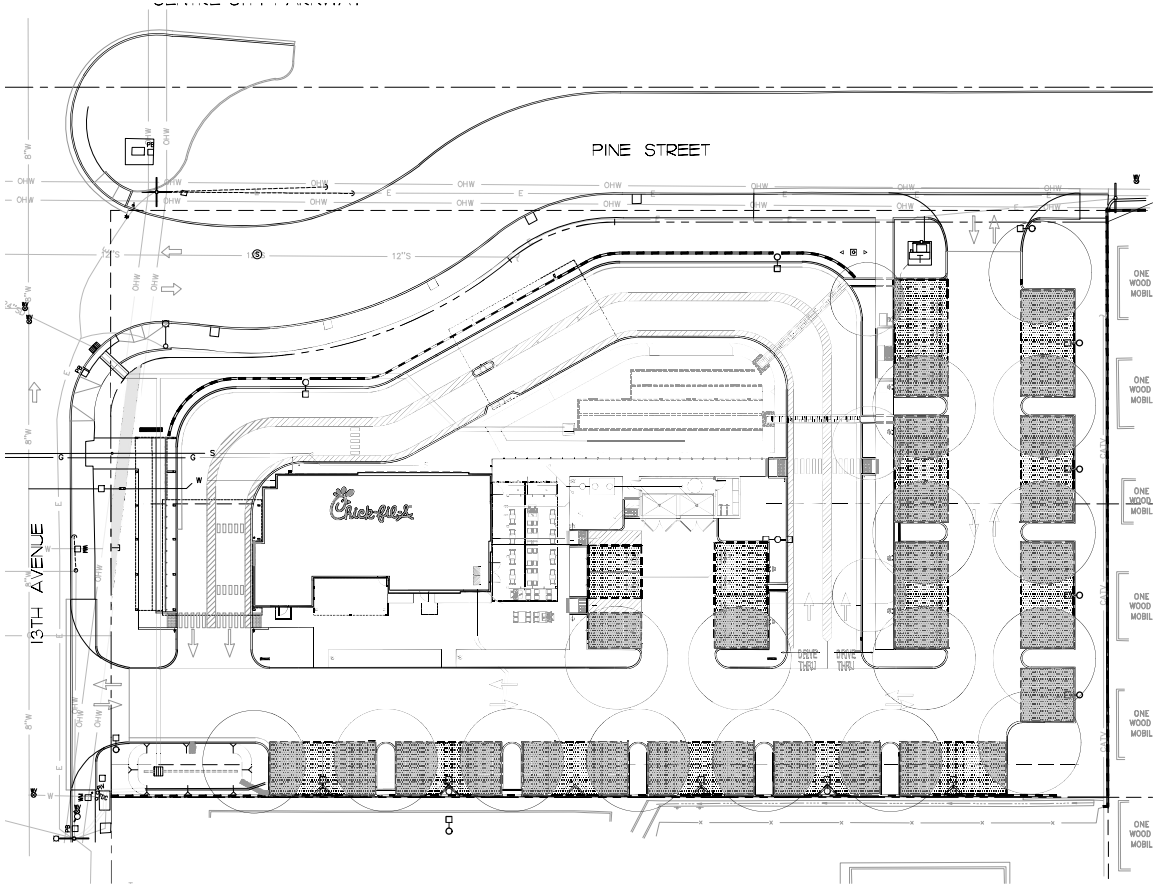
SHEET: PRELIMINARY LANDSCAPE PLAN
SHEET NUMBER

CUP RESUBMITTAL

Item16.
Exhibit "E" of 20
Resolution No. 2024-160



1 PRELIMINARY PARKING SPACE SHADE PLAN

SCALE: 1" = 20'-0"

EXISTING TREE LEGEND

1	FICUS SP.	FICUS	REMAIN	STREET TREE-OFFSITE
2	FICUS SP.	FICUS	REMAIN	STREET TREE-OFFSITE
3	ARBUTUS SP.	STRAWBERRY TREE	REMAIN	YOUNG TREE
4	ARBUTUS SP.	STRAWBERRY TREE	REMAIN	YOUNG TREE
5	ARBUTUS SP.	STRAWBERRY TREE	REMAIN	YOUNG TREE
6	ARBUTUS SP.	STRAWBERRY TREE	REMAIN	YOUNG TREE
7	ARBUTUS SP.	STRAWBERRY TREE	REMOVE	PER CONSTRUCTION
8	CUPANIOPSIS ANACARDIOIDES	CARROTWOOD	REMOVE	PER CONSTRUCTION
9	CUPANIOPSIS ANACARDIOIDES	CARROTWOOD	REMOVE	PER CONSTRUCTION
10	CUPANIOPSIS ANACARDIOIDES	CARROTWOOD	REMOVE	PER CONSTRUCTION
11	CUPANIOPSIS ANACARDIOIDES	CARROTWOOD	REMOVE	PER CONSTRUCTION
12	EUCALYPTUS SP.	EUCALYPTUS	REMOVE	PER CONSTRUCTION
13	CUPANIOPSIS ANACARDIOIDES	CARROTWOOD	REMOVE	PER CONSTRUCTION
14	CUPANIOPSIS ANACARDIOIDES	CARROTWOOD	REMOVE	PER CONSTRUCTION
15	CUPANIOPSIS ANACARDIOIDES	CARROTWOOD	REMOVE	PER CONSTRUCTION
16	CUPANIOPSIS ANACARDIOIDES	CARROTWOOD	REMOVE	PER CONSTRUCTION
17	CUPANIOPSIS ANACARDIOIDES	CARROTWOOD	REMOVE	PER CONSTRUCTION
18	CUPANIOPSIS ANACARDIOIDES	CARROTWOOD	REMOVE	PER CONSTRUCTION
19	EUCALYPTUS SP.	EUCALYPTUS	REMOVE	PER CONSTRUCTION
20	EUCALYPTUS SP.	EUCALYPTUS	REMOVE	PER CONSTRUCTION
21	EUCALYPTUS SP.	EUCALYPTUS	REMAIN	MATURE TREE
22	UNKNOWN	UNKNOWN	REMAIN	OFFSITE
23	UNKNOWN	UNKNOWN	REMAIN	OFFSITE
24	LIQUIDAMBAR SP.	SWEET GUM	REMAIN	OFFSITE
25	LIQUIDAMBAR SP.	SWEET GUM	REMAIN	OFFSITE-FLANKED BY (2) SMALL FAN PALMS
26	LIQUIDAMBAR SP.	SWEET GUM	REMAIN	OFFSITE
27	LIQUIDAMBAR SP.	SWEET GUM	REMAIN	OFFSITE
28	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	REMOVE	POOR MAINTENANCE
29-38	JUNIPERUS CHINENSIS 'TORULOSA' (10 TOTAL)	HOLLYWOOD JUNIPER	REMOVE	

EXISTING TREE INFORMATION BASED ON SITE SURVEY COMPLETED JUNE 30, 2023

SEE SHEET L1.0 PRELIMINARY LANDSCAPE PLAN FOR EXISTING TREE PLAN LOCATIONS.

TREE LEGEND

35' DIA — TYP. 35' DIA. SHADE TREE SUCH AS:
ARBUTUS 'MARINA', STRAWBERRY TREE
QUERCUS ILEX, HOLLY OAK
ZELKOVA SERRATA, SAWLEAF ZELKOVA

25' DIA — TYP. 20-25' DIA. SHADE TREE SUCH AS:
CERCIS OCCIDENTALIS, WESTERN REDBUD
LAGERSTROEMIA INDICA HYBRID, CRAPE MYRTLE

TREE SHADING LEGEND

PARKING AREA TO BE SHADED BY TREES

PORTION OF TREE CANOPY PROVIDING SHADE

SHADING SUMMARY

TOTAL PARKING SPACE AREA: (EXCLUDES DRIVE AISLES)	9,339 S.F.
50% SHADING REQUIRED:	4,670 S.F.
PARKING AREA SHADED BY TREES:	6,059 S.F. 65% OF PARKING SPACE AREA

NOTE:
TREE SIZE SHOWN AT 15 YEARS MATURITY.

NOTE:
THIS PLAN REFLECTS TREE LOCATIONS THAT WILL SHADE PARKING SPACES, AND NOT ALL SITE TREES ARE REPRESENTED. REFER TO SHEET L1.0 PRELIMINARY LANDSCAPE PLAN FOR ADDITIONAL TREE LOCATIONS, EXISTING AND NEW.

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

N

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ESCONDIDO, CA

STORE # 05524

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
	7-24-23	CUP Submittal
	11-10-23	CUP Resubmittal
	5-3-24	CUP Resubmittal

ARCHITECT'S PROJECT #
PRINTED FOR CUP Resubmittal
DATE 7-13-24
DRAWN BY VB/NH

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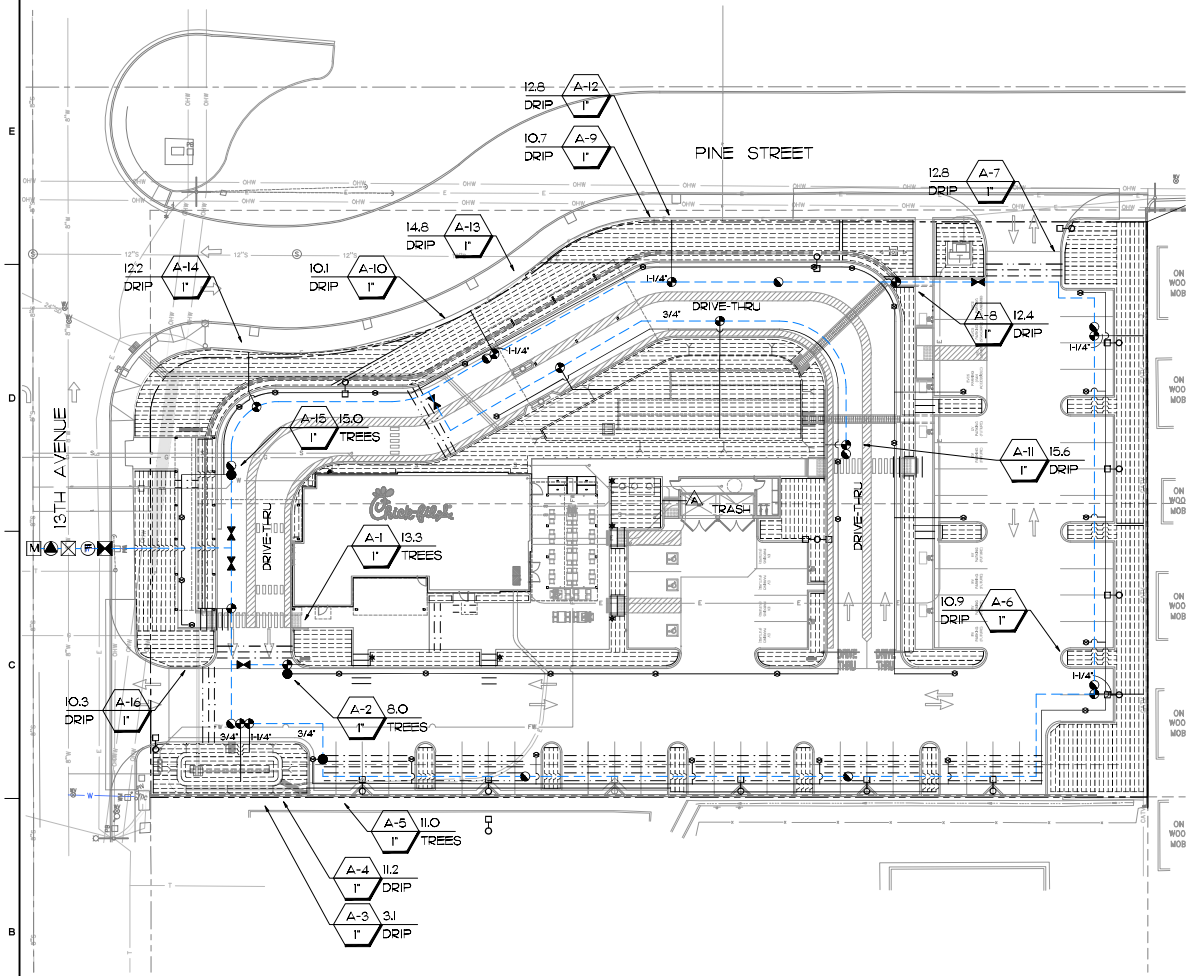
CUP RESUBMITTAL

SHEET
PRELIMINARY PARKING SPACE SHADE PLAN
SHEET NUMBER

Resolution No. 2024-160
Exhibit "E"
Item16.
of 20



1 PRELIMINARY IRRIGATION PLAN

SCALE: 1" = 20'-0"

IRRIGATION LEGEND

SYMBOL	MFG.	DESCRIPTION	PSI	GPM	RAD	PATTERN
⊕	RAIN BIRD	RWS-B-C-1402 ROOT WATERING SYSTEM (2) PER TREE	30	0.50	--	FLOOD
	RAIN BIRD	100-PEB 1" IRRIGATION REMOTE CONTROL VALVE				
	RAIN BIRD	XCZ-100-PRS-COM CONTROL ZONE KIT (FOR DRIP IRRIGATION) WITH 1" PEB VALVE AND 1" PRESSURE REGULATING (40PSI) FILTER.				
	RAIN BIRD	33-DLRC QUICK COUPLER VALVE AND KEY. 3/4" VALVE WITH 1" PVC CONNECTION TO MAIN.				
	NIBCO	T-580-A LINE SIZED BALL VALVE.				
	EZ FLOW	HC-25 FERTIGATION SYSTEM - 25 GALLON CAPACITY. INSTALL PER MANUFACTURERS SPECIFICATIONS.				
Ⓕ	RAIN BIRD	MJIOOR FLOW SENSOR - 1" SIZE COMPATIBLE WITH CONTROLLER LISTED BELOW. INSTALL PER MANUFACTURER'S SPECIFICATIONS. PROVIDE SEPARATE CONDUIT FROM SENSOR TO CONTROLLER.				
	GRISWOLD	#223O PRESSURE REGULATING MASTER VALVE. SET AT 65 PSI. 1"				
	FEBCO	825Y REDUCED PRESSURE BACKFLOW PREVENTION DEVICE - 1"				
M	BY OTHERS	POTABLE WATER METER (PER UTILITY PLANS BY OTHERS) - IRRIGATION ONLY. 1".				
A	RAIN BIRD	ESP4ME3+O|ESPSMo+LNK WIFI+W2+MJIOOR 4 STATION OUTDOOR WALL MOUNT AUTOMATIC IRRIGATION CONTROLLER WITH (2) 6 STATION EXPANSION MODULES (FOR A TOTAL OF 22 STATIONS) - MOUNT IN INSIDE OF TRASH ENCLOSURE 48" MIN. ABOVE FINISH SURFACE. INCLUDES LNK-WIFI MODULE AND WR2-RFC WIRELESS RAIN SENSOR. INSTALL PER MANUFACTURER'S RECOMMENDATIONS. FINAL LOCATION TO BE APPROVED BY LANDSCAPE ARCHITECT. SEE FLOW SENSOR INFORMATION ABOVE.				
NO SYMBOL	RAIN BIRD	FLUSH VALVE. INSTALL 1/2" BALL VALVE AT THE END OF EACH SCH PVC RUN				
NO SYMBOL	RAIN BIRD	AIR/VACUUM RELIEF VALVE. INSTALL AT HIGH POINT OF SYSTEM				
NO SYMBOL	RAIN BIRD	OPERING OPERATION INDICATOR. REFER TO DETAIL. INSTALL PER MANUFACTURER'S SPECIFICATIONS. PROVIDE (1) PER DRIP SYSTEM AND IN AN INCONSPICUOUS AREA.				
- - - - - - -	RAIN BIRD	XFCV-06-12 SUB-SURFACE DRIPLINE (0.60 GPH EMITTERS SPACED AT 12" O.C.). LATERAL LINES SPACED AT 18" O.C. MAX. BURY 3" BELOW FINISH GRADE PRIOR TO MULCH.				
———	RAIN BIRD	QPS SERIES DRIPLINE HEADER - BARBS AT 18" O.C.				
- - - - - - -	AS APPROVED	PRESSURE MAINLINE PVC SCH 40, 1-1/2", SOLVENT WELD, BURY MIN. 24" BELOW GRADE.				
———	AS APPROVED	NON-PRESSURE LATERAL SCHEDULE 40, BURY MIN. 12". SIZE AS NOTED ON PLANS.				
= : = : =	AS APPROVED	PIPE SLEEVING PVC SCH 40, EXTEND MIN. 12" BEYOND EDGE OF PAVING (2 X PIPE DIAMETER - TYPICAL).				
- - - - - - -	AS APPROVED	WIRE SLEEVING PVC SCH 40, EXTEND MIN. 12" BEYOND EDGE OF PAVING. BURY MIN 12" BELOW GRADE.				

A-16 — VALVE SEQUENCE NUMBER
1" — FLOW IN GPM / HYDROZONE / VALVE SIZE

NOTE: IRRIGATION PLAN IS DIAGRAMMATIC. CONTRACTOR SHALL ROUTE PIPING IN ORDER TO AVOID OBJECTS LIKE LIGHT STANDARDS, TRANSFORMER PADS, EQUIPMENT VAULTS, SUB-SURFACE ROCK TOO LARGE TO REMOVE, ETC.

CONTRACTOR SHALL COMPUTE EXACT FLOW BASED UPON FINAL PLANTING. CONTRACTOR SHALL NOT EXCEED SPECIFIED VALVE CAPACITY IN TERMS OF MANUFACTURER'S RECOMMENDED FLOW VS. FRICTION LOSS SPECIFICATIONS.

ALL MAIN LINE PIPING, NON-PRESSURE PIPING AND CONTROL WIRE SLEEVING SHALL BE INSTALLED IN SEPARATE SLEEVES ACROSS ALL STREETS, DRIVES AND WALKS. MAIN LINE AND LATERAL LINE SLEEVE SIZE SHALL BE A MINIMUM OF TWICE (2X) THE DIAMETER OF THE PIPE TO BE SLEEVED. CONTROL WIRE SLEEVES SHALL BE OF SUFFICIENT SIZE FOR THE REQUIRED NUMBER OF WIRES.

IRRIGATION NOTES

1. ALL MAIN LINE PIPING, NON-PRESSURE PIPING AND CONTROL WIRE SLEEVING SHALL BE INSTALLED IN SEPARATE SLEEVES. MAINLINE SLEEVE SIZE SHALL BE A MINIMUM OF TWICE (2X) THE DIAMETER OF THE PIPE TO BE SLEEVED. CONTROL WIRE SLEEVES SHALL BE OF SUFFICIENT SIZE FOR THE REQUIRED NUMBER OF WIRES.
2. ALL LATERAL LINE PIPING UNDER PAVING SHALL BE PVC SCH. 40 PIPE AND SHALL BE INSTALLED PRIOR TO PAVING.
3. PIPE SIZES SHALL CONFORM TO THOSE SHOWN ON THE DRAWINGS. NO SUBSTITUTIONS OF SMALLER PIPE SIZES SHALL BE PERMITTED, BUT SUBSTITUTIONS OF LARGER SIZES MAY BE APPROVED. ALL DAMAGED AND REJECTED PIPE SHALL BE REMOVED FROM THE SITE AT THE TIME OF SAID REJECTION.
4. FINAL LOCATION OF THE AUTOMATIC CONTROLLER SHALL BE APPROVED BY LANDSCAPE ARCHITECT.
5. 120 VAC ELECTRICAL POWER SOURCE AT CONTROLLER LOCATION SHALL BE PROVIDED BY GENERAL CONTRACTOR. THE IRRIGATION CONTRACTOR SHALL MAKE THE FINAL CONNECTION FROM THE ELECTRICAL SOURCE TO THE CONTROLLER.
6. THE IRRIGATION CONTRACTOR SHALL FLUSH AND ADJUST ALL SPRINKLER HEADS AND VALVES FOR OPTIMUM COVERAGE WITH MINIMAL OVERSPRAY ONTO WALKS, STREETS, WALLS, ETC.
7. THIS DESIGN IS DIAGRAMMATIC. ALL PIPING, VALVES, ETC. SHOWN WITHIN PAVED AREAS ARE FOR DESIGN CLARIFICATION ONLY AND SHALL BE INSTALLED IN PLANTING AREAS WHEREVER POSSIBLE. THE CONTRACTOR SHALL LOCATE ALL VALVES IN SHRUB AREAS.
8. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE HIMSELF WITH ALL GRADE DIFFERENCES, LOCATION OF WALLS, RETAINING WALLS, STRUCTURES AND UTILITIES. THE IRRIGATION CONTRACTOR SHALL REPAIR OR REPLACE ALL ITEMS DAMAGED BY HIS WORK. HE SHALL COORDINATE HIS WORK WITH OTHER CONTRACTORS FOR THE LOCATION AND INSTALLATION OF PIPE SLEEVES AND LATERALS THROUGH WALLS, UNDER ROADWAYS AND PAVING, ETC.
9. DO NOT WILLFULLY INSTALL THE IRRIGATION SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN OBSTRUCTIONS, GRADE DIFFERENCES OR DIFFERENCES IN THE AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED. AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. SUCH OBSTRUCTIONS OR DIFFERENCES SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.
10. ALL IRRIGATION EQUIPMENT NOT OTHERWISE DETAILED OR SPECIFIED SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.
11. REFER TO SPECIFICATIONS FOR STANDARDS OF MATERIALS AND WORKMANSHIP.

LANDSCAPE CALCULATIONS

SHRUB & GROUNDCOVER AREA:	20,857 SQ. FT.
TURF AREA:	0 SQ. FT.
TOTAL LANDSCAPE AREA:	20,857 SQ. FT.

PIPE SIZING CHART

PIPE SIZE	FLOW (GPM)
3/4"	0-8
1"	8-12
1-1/4"	12-20
1-1/2"	20-30
2"	30 +

POINT OF CONNECTION:

CONNECT INTO 1" POTABLE IRRIGATION WATER METER (PER CIVIL ENGINEERING PLANS) AND PROVIDE PROPOSED 1" IRRIGATION BACKFLOW PREVENTER, MASTER VALVE, FLOW SENSOR, FERTILIZER INJECTOR SYSTEM AND BALL VALVES AS SHOWN. LOCATE ALL EQUIPMENT IN PLANTER AREAS WITHIN LIMIT OF WORK - SHOWN FOR CLARITY ONLY.

STATIC WATER PRESSURE....70 PSI
HIGHEST FLOW (GPM).....21.3 GPM
DESIGN PRESSURE.....60 PSI

IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO VERIFY EXISTING STATIC WATER PRESSURE AND TO NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCY. FAILURE TO DO SO MAY RESULT IN CHANGES TO THE IRRIGATION SYSTEM AT NO ADDITIONAL COST TO THE OWNER.

CONTROLLER LOCATION:

120 VOLT 2 AMP 60 CYCLE POWER AVAILABLE. LOCATE CONTROLLER IN TRASH ENCLOSURE MIN. 66" ABOVE FINISH SURFACE (REFER TO ARCHITECT'S PLANS). FINAL LOCATION TO BE APPROVED BY LANDSCAPE ARCHITECT. IRRIGATION CONTRACTOR TO MAKE FINAL HOOK-UP OF FIELD WIRES.

CONSTRUCTION NOTE:

LANDSCAPE CONTRACTOR SHALL COORDINATE WITH THE GENERAL CONTRACTOR FOR THE PLACEMENT OF SLEEVING AND LATERAL LINES UNDER PAVING PRIOR TO POURING OF CONCRETE OR ASPHALT.

REFER TO SHEET LI.0 FOR PRELIMINARY LANDSCAPE PLAN.
REFER TO SHEET LI.1 FOR EXISTING TREE LISTING.
REFER TO SHEET L1.1 FOR PRELIMINARY PARKING SPACE SHADE PLAN.
REFER TO SHEET L2.1 FOR PRELIMINARY WATER CONSERVATION PLAN.

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

N

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE 1-800 227-2600
TWO WORKING DAYS BEFORE YOU DIG
"CAUTION": REMEMBER THAT THE USA CENTER NOTIFIES ONLY THOSE UTILITIES BELONGING TO THE CENTER. THERE COULD BE OTHER UTILITIES PRESENT AT THE WORK SITE. THE CENTER WILL INFORM YOU OF WHOM THEY WILL NOTIFY.

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STORE # 05524

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
	7-24-23	CUP Submittal
	11-17-23	CUP Resubmittal
	3-13-24	CUP Resubmittal

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SHEET
PRELIMINARY IRRIGATION PLAN
SHEET NUMBER

CUP RESUBMITTAL

Resolution No. 2024-160
Exhibit "E"
Item16.
of 20

WATER CONSERVATION STATEMENT

WATER CONSERVATION IS ACHIEVED IN THIS LANDSCAPE CONSTRUCTION DOCUMENT AS DESCRIBED BELOW,

1. ALL PLANT MATERIALS SELECTED FOR THIS SITE ARE APPROPRIATE FOR THE GEOGRAPHICAL LOCATION AND LOCAL CLIMATE, AND THEIR ADAPTABILITY TO DROUGHT. DATA FROM WUCOLS IV HAS BEEN USED FOR DETERMINING THE SPECIES' PLANT FACTOR FOR THE WATER USE CALCULATIONS.
2. PLANTS WITH SIMILAR WATER USE REQUIREMENTS ARE GROUPED TOGETHER.
3. THE MAJORITY OF LANDSCAPE AREAS ARE PLANTED WITH LOW WATER USE PLANTS, WITH THE BALANCE IN MODERATE WATER USE PLANTS. NO HIGH WATER USE PLANTS ARE USED.
4. IRRIGATION SECTIONS: HYDROZONES ARE SEPARATED BY CONSIDERING PLANT SPECIES FACTOR, PLANT DENSITY AND MICROCLIMATE. IF LOW WATER USE PLANTS ARE MIXED WITH MODERATE WATER USE PLANTS IN THE SAME HYDROZONE, THE MODERATE WATER USE FACTOR IS USED FOR WATER USE CALCULATIONS. SEE HYDROZONE EXHIBIT.
5. THE IRRIGATION SYSTEM UTILIZES A LOW-VOLUME DISTRIBUTION SYSTEM WITH A MASTER VALVE, FLOW SENSOR, CHECK VALVES, ET BASED AUTOMATIC CONTROLLERS WITH CYCLE PLUS SOAK AND WATER BUDGETING CAPABILITY, WEATHER STATION, AND RAIN SHUT-OFF.
6. THE USE OF TURF IS ELIMINATED. ALL TREE, SHRUB AND GROUNDCOVER AREAS WILL BE DRESSED WITH A 3" LAYER OF MULCH FOR MOISTURE RETENTION AND TO DISCOURAGE WEEDS.
7. THERE ARE NO SPECIAL LANDSCAPE AREAS IN THIS PROJECT.

MAINTENANCE MANUAL

THIS MANUAL TO BE KEPT AT THE CONTROLLER LOCATION AT ALL TIMES.

IRRIGATION SYSTEMS:

1. AUTOMATIC CONTROLLER TO BE CHECKED MONTHLY BY LANDSCAPE MAINTENANCE FOREMAN AND CHECKED WEEKLY BY MAINTENANCE CREW LEADER, TO PROVIDE OPTIMUM PLANT GROWTH AND WATER CONSERVATION. (IF SMART CONTROLLER IS IN USE, CHECK ELECTRICAL POWER ONLY)
2. LANDSCAPE MAINTENANCE CONTRACTOR TO CHECK ALL SYSTEMS ONCE PER MONTH BY TURNING ON EACH SYSTEM MANUALLY.
3. LANDSCAPE MAINTENANCE CONTRACTOR TO VISUALLY CHECK ALL SYSTEMS EVERY WEEK DURING MAINTENANCE OF LANDSCAPE.
4. ALL IRRIGATION FILTERS AT THE WYE STRAINER (AT THE BACKFLOW DEVICE) AND ALL FILTERS AT THE DRIP IRRIGATION VALVES TO BE CLEANED MONTHLY OR AS NEEDED.
5. CHECK RAIN SHUT OFF DEVICE AT THE BEGINNING OF THE RAINY SEASON AND RE-CALIBRATE AS NEEDED. MAKE SURE DEVICE IS CLEAN, FREE OF ANY DEBRIS, AND IN GOOD WORKING ORDER.
6. BACKFLOW DEVICE TO BE VISUALLY CHECKED ON A MONTHLY BASIS. TEST AND RE-CERTIFY ANNUALLY AS PER ALL CODES AND ORDINANCES.
7. SCHEDULE ALL SPRAY SYSTEMS TO RUN ONLY BETWEEN THE HOURS OF 2:00 AM AND 9:00 AM.
8. ON A MONTHLY BASIS, FLUSH ALL DRIP SYSTEM LINES AND CHECK VALVE BOXES TO SEE THAT THEY DRAIN PROPERLY. CLEAN OUT ANY DEBRIS, MUD OR PLANT GROWTH ANNUALLY.
9. TWICE A YEAR CHECK ALL QUICK COUPLERS AND MAKE ALL REPAIRS AS NECESSARY. REPLACE PEA GRAVEL IN VALVE BOXES AS NEEDED.
10. COVER OR PROTECT ALL BACKFLOW DEVICES DURING FREEZING WEATHER.
11. OWNER TO PROVIDE FOR A WATER AUDIT EVERY FIVE YEARS FROM OPENING OF STORE.

Appendix B – Sample Water Efficient Landscape Worksheet.

WATER EFFICIENT LANDSCAPE WORKSHEET

This worksheet is filled out by the project applicant and it is a required element of the Landscape Documentation Package.

Reference Evapotranspiration (ETo) 54.2 — **COMMERCIAL ETAF** 0.45

Hydrozone # /Planting Description[1]	Plant Factor (PF)	Irrigation Method[2]	Irrigation Efficiency (IE)[3]	ETAF (PF/IE)	Landscape Area (sq. ft.)	ETAF x Area	Estimated Total Water Use (ETWU)[4]
Regular Landscape Areas							
LOW SHRUBS	0.30	DRIP	0.81	0.37	17,208	6,373.3	214,169
MOD TREES	0.40	BUBBLER	0.75	0.53	875	466.7	15,682
				Totals	(A)	(B)	
Special Landscape Areas					18,083	6,840.0	
				1	0	0	
				1			
				1	18,083	6,840.0	
				Totals	(C)	(D)	
						ETWU Total	229,851
						Maximum Allowed Water Allowance (MAWA)[5]	273,448

[1] *Hydrozone #/Planting Description*
E.g.
1) front lawn
2) low water use plantings
3) medium water use planting

[2] *Irrigation Method*
overhead spray or drip

[3] *Irrigation Efficiency*
0.75 for spray head
0.81 for drip

[4] *ETWU (Annual Gallons Required) =* ETo x 0.62 x *ETAF x Area* where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year.

[5] *MAWA (Annual Gallons Allowed) =* (ETo) (0.62) [(*ETAF* x LA) + ((1-*ETAF*) x SLA)] where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, SLA is the total special landscape area in square feet, and ETAF is .55 for residential areas and 0.45 for non-residential areas.

MAWA = (54.2) (0.45) (18,083) (0.62) = 273,448

ETAF Calculations

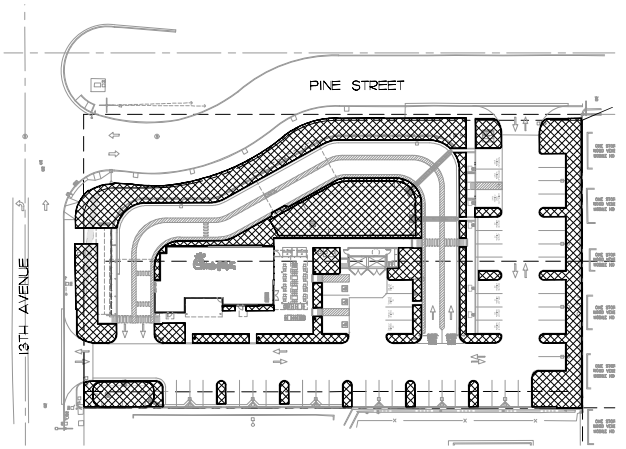
Regular Landscape Areas

Total ETAF x Area	(B)	6,840.0
Total Area	(A)	18,083
Average ETAF	B ÷ A	0.39

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

All Landscape Areas

Total ETAF x Area	(B+D)	6,840.0
Total Area	(A+C)	18,083
Sitewide ETAF	(B+D) ÷ (A+C)	0.39



HYDROZONE MAP		
SYMBOL	DESCRIPTION	AREA
	LOW/MODERATE WATER USE PLANTING:	18,083 S.F.
	TOTAL LANDSCAPE AREA:	18,083 S.F.

LANDSCAPE CALCULATIONS	
SHRUB/GROUNDCOVER AREA:	18,083 S.F.
TURF AREA:	0 S.F.
TOTAL LANDSCAPE AREA:	18,083 S.F.

1 HYDROZONE PLAN
SCALE: 1" = 40'-0"

N

REFER TO SHEET L1.0 FOR PRELIMINARY LANDSCAPE PLAN.
EFER TO SHEET L1.1 FOR EXISTING TREE LISTING.
REFER TO SHEET L1.1 FOR PRELIMINARY PARKING SPACE SHADE PLAN.
REFER TO SHEET L2.0 FOR PRELIMINARY IRRIGATION PLAN.

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	7-24-23	CUP Submittal
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2	5-3-24	CUP Resubmittal

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SHEET
PRELIMINARY WATER CONSERVATION PLAN

SHEET NUMBER
L1.2

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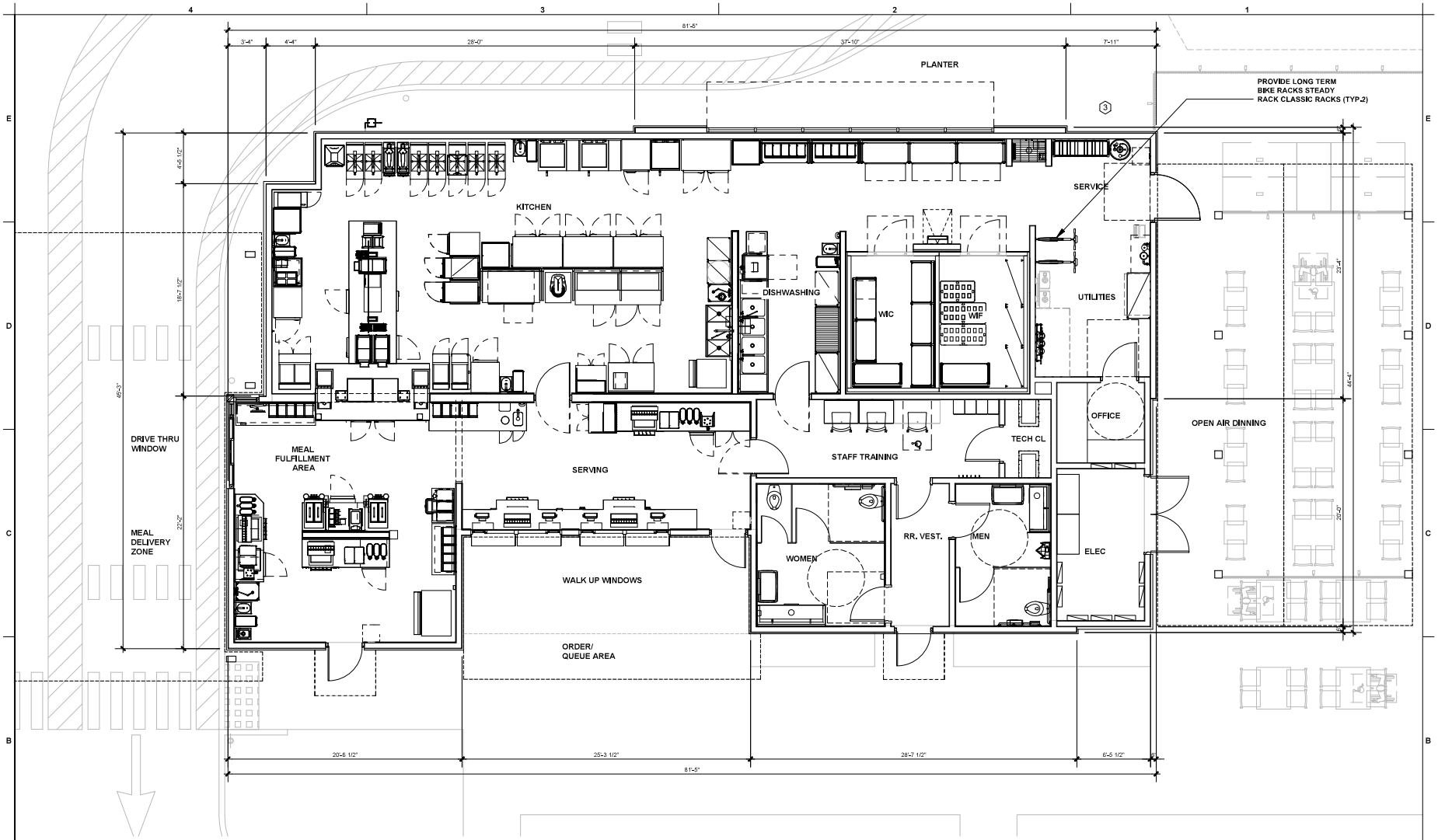

FLOOR PLAN DATA

TOTAL SEATS :	48
ACCESSIBLE SEATS (5% RULE) :	3
PUBLIC AREA (RR. VEST./ RESTROOMS) :	319 SQ FT
PRIVATE AREA (KITCHEN/ SERVING/ STAFF TRAINING / OFFICE/	2,805 SQ FT
TECH CL./ ELEC.):	3,124 SQ FT
TOTAL AREA :	

FLOOR PLAN

1/4" = 1'-0"

GRAPHIC SCALE

TRUE NORTH

PROJECT NORTH

PLUMBING FIXTURE

OCCUPANT LOAD CALCULATION PER CPC TABLE 4-1
KITCHEN AREA: 2179 S.F. / 50 S.F. = 44 OCC
OFFICE & STAFF TRAINING: 65 SF/150 S.F. = 1 OCC
OUTDOOR PATIO : 614 S.F. / 30 = 21
TOTAL: 66 OCC.
CALCULATION PER TABLE 422.1: 66 OCC. / 2 = 33 (MALE OCCUPANTS) 33 (FEMALE OCCUPANTS)

	TYPE OF BUILDING OR OCCUPANCY	WATER CLOSETS FIXTURES PER PERSON		URINALS FIXTURES PER PERSON	LAVATORIES FIXTURES PER PERSON	
	RESTAURANTS, BANQUET HALLS, AND FOOD COURTS	MALE	FEMALE	MALE	MALE	FEMALE
REQUIRED		1:1-50	2:26-50	1:1-200	1:1.150	1:1.150
PROVIDED		1	2	1	1	2

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ESCONDIDO, CA

STORE # **05524**

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	05-03-24	CUP Resubmittal
	05-28-24	CUP Resubmittal
	07-12-24	CUP Resubmittal

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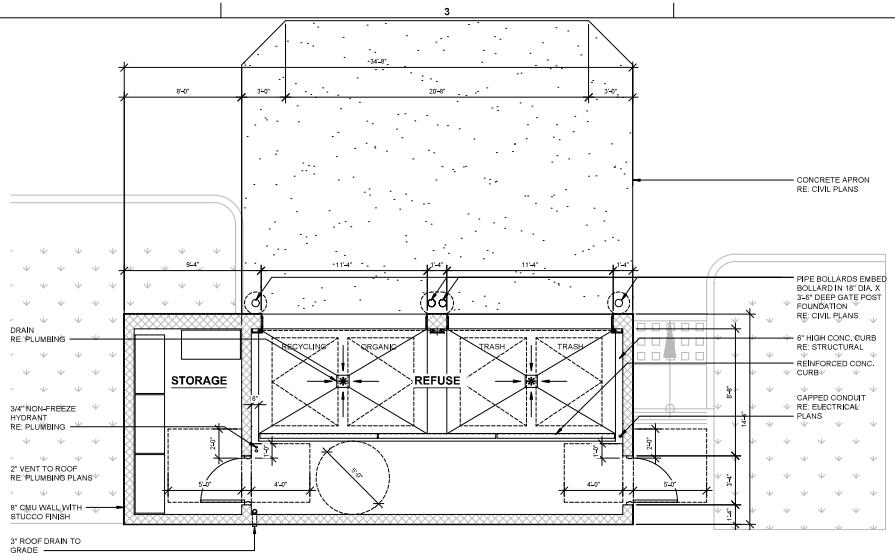
SHEET
FLOOR PLAN

SHEET NUMBER

CUP RESUBMITTAL

Resolution No. 2024-160
Exhibit "E"
Item16.
of 20

EXTERIOR FINISHES	
STC-2	STUCCO COLOR TO MATCH DUNN EDWARDS DE6214 "PIGEON GRAY"
PT-2	STEEL ROLL UP DOOR COLOR TO MATCH DUNN EDWARDS DET453 "MAJOLICA EARTHENWARE"
PT-13	EXTERIOR PAINT COLOR: "DARK BRONZE"

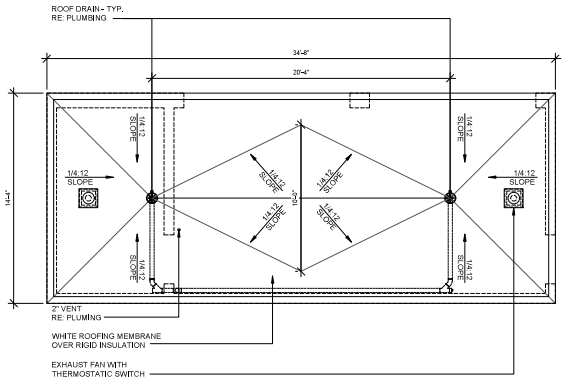


TE FLOOR PLAN
1/4" = 1'-0"

GRAPHIC SCALE

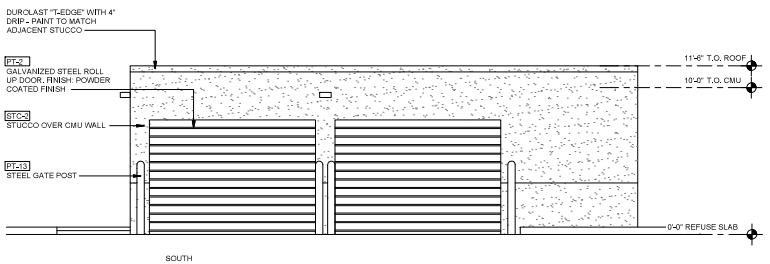
TRUE NORTH

PROJECT NORTH



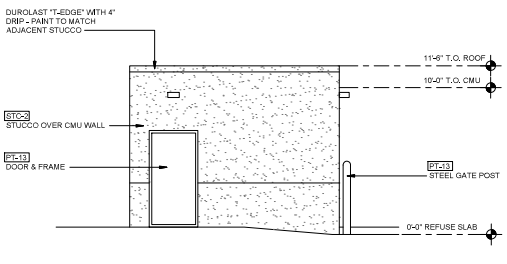
TE ROOF PLAN
1/4" = 1'-0"

GRAPHIC SCALE



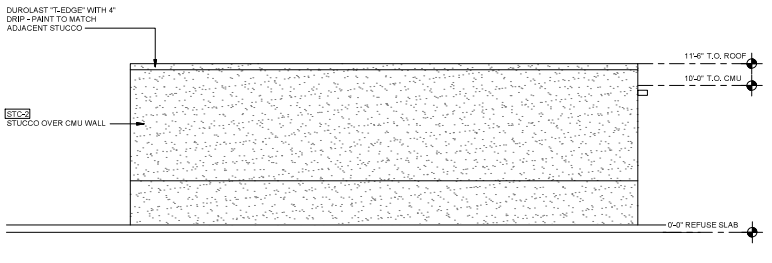
TE SOUTH ELEVATION
1/4" = 1'-0"

GRAPHIC SCALE



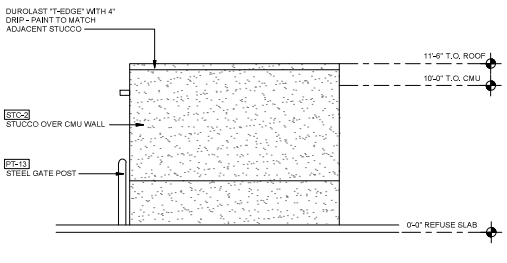
TE WEST ELEVATION
1/4" = 1'-0"

GRAPHIC SCALE



TE NORTH ELEVATION
1/4" = 1'-0"

GRAPHIC SCALE



TE EAST ELEVATION
1/4" = 1'-0"

GRAPHIC SCALE

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	05-28-24	CUP Resubmittal
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SHEET
REFUSE ENCLOSURE
PLAN, ELEVATIONS & DETAILS

SHEET NUMBER

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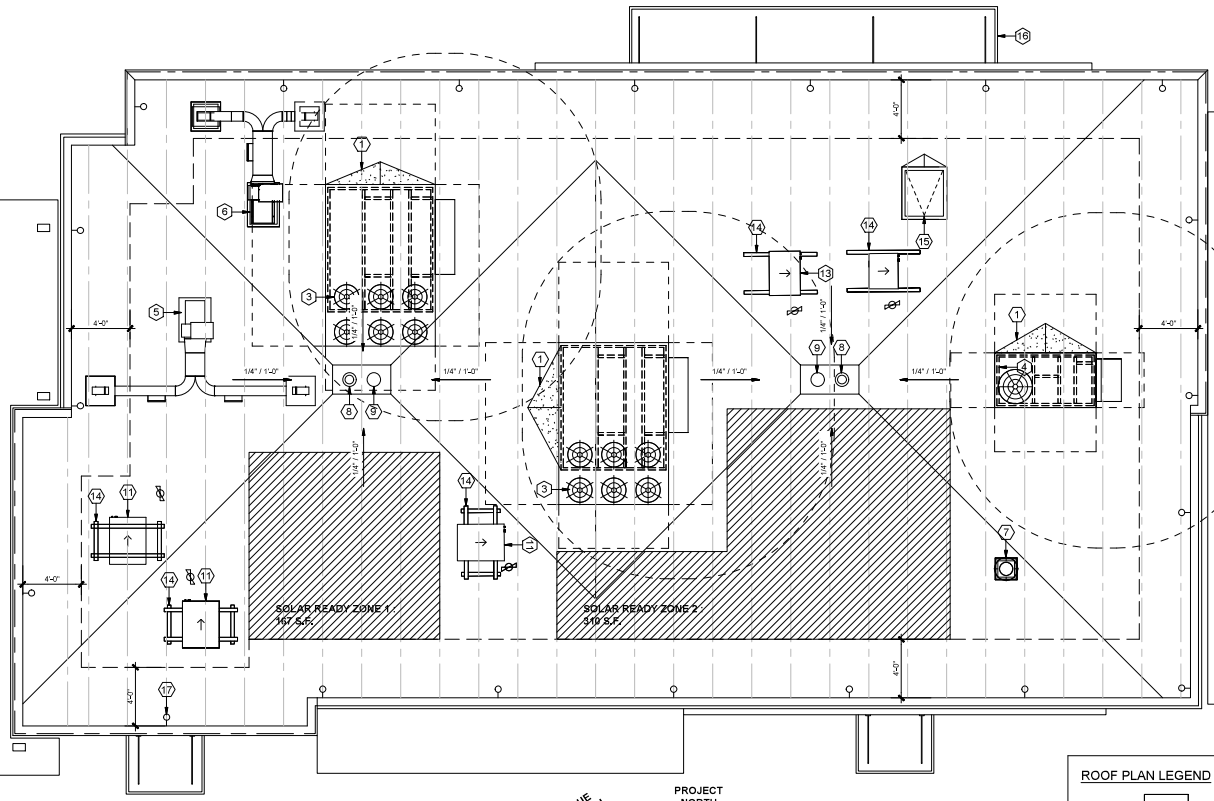
Exhibit "E"
Item16.
8 of 20



ROOF PLAN

1/4" = 1'-0"

GRAPHIC SCALE

TRUE NORTH

PROJECT NORTH

ROOF PLAN KEYNOTES

1	CRICKET CONSTRUCTED OF ROOF MEMBRANE ON RIGID INSULATION -SLOPE AT 1/4"PER FT MIN
2	RTU ,1-RE MECHANICAL ELECTRICAL &PLUMBING
3	RTU ,2-RE MECHANICAL ELECTRICAL &PLUMBING
4	RTU ,3-RE MECHANICAL ELECTRICAL &PLUMBING
5	EF ,1-RE MECHANICAL &ELECTRICAL
6	EF ,2-RE MECHANICAL &ELECTRICAL
7	EF ,3-RE MECHANICAL &ELECTRICAL
8	1/2ROOF DRAIN ,RE DETAIL 3A/A & 5/03-PLUMBING
9	1/2OVERFLOW DRAIN ,RE DETAIL 2A/A & 5/03-PLUMBING
10	GRAY WALK PAD MEMBRANES, TYPICAL.
11	ICE MACHINE CONDENSER ,RE MECHANICAL ,ELECTRICAL &PLUMBING
12	FREEZER CONDENSER ,RE ELECTRICAL &PLUMBING
13	COOLER CONDENSER ,RE ELECTRICAL &PLUMBING
14	ALUMINUM EQUIPMENT STAND SUPPORTS MANUFACTURED BY AVCOA CORPORATION OF FORT LAUDERDALE , FLORIDA OR APPROVED EQUAL AT WALK-IN CONDENSERS 2) -STANDS (EACH CONSISTING OF "S-S 2)LONG RAILS SPACED "3/APART ,AT ICE MAKER CONDENSERS 3)--STANDS (EACH CONSISTING OF "S-S 2)LONG RAILS SPACED "24 APART WITH 2)SUPPORTS UNDERNEATH ,STANDS SHALL PROVIDE "18MINIMUM CLEARANCE "48I.O.C .AT ICE MAKER CONDENSERS)AND SHALL BE SEED INSTALLED ACCORDING TO THE MANUFACTURER'S LOAD CHARTS AND PRINTED INSTALLATION DETAILS ,CONTACT,800-266-7212 .
15	ROOF HATCH ,RE1 A/A604-
16	CANOPY BELOW BY FABRICATOR
17	"3/8X "1/2 4EYE SCREW ANCHORS @INSTALL 2X SOLID BLOCKING BETWEEN STUDS TO ATTACH ANCHOR).VERIFY WITH OWNER AND CONSTRUCTION MANAGER ,DETAIL 4B/A505-
18	V.M.S.VENT ,RE V/C SHEETS

ROOF PLAN GENERAL NOTES

A.1 R-VALUE OF RIGID INSULATION MAY VARY DEPENDING ON MANUFACTURER , GC SHALL BE RESPONSIBLE FOR VERIFYING APPROPRIATE THICKNESS TO MEET R-VALUE REQUIREMENTS.

A.2 VERTICAL ROOF MEMBRANE SURFACES ON VERTICAL BACK WALLS OF PARAPET AND KICKERS (WHERE USED) SHALL BE TAN, ALL OTHER ROOF MEMBRANES SURFACES SHALL BE WHITE.

A.3 PROVIDE PIPE SUPPORTS (NOT SHOWN HERE) FOR GAS AND CONDENSATE LINES AT 4'-0" O.C. MAX.

A.4 REFER TO MECHANICAL, ELECTRICAL, AND PLUMBING ROOF PLANS FOR INFORMATION NOT SHOWN HERE.

A.5 PAINT ALL EXPOSED GAS PIPING ON ROOF DARK BRONZE (2 COATS).

A.6 ALL CONDENSATE LINES SHALL BE INSTALLED TO PROVIDE POSITIVE DRAINAGE, GENERAL CONTRACTOR SHALL PROVIDE BLOCKING AS REQUIRED TO ELIMINATE SAGGING.

A.7 PROVIDE SIDEWALL MOUNTED LIGHT FIXTURE PER E1A/504, COORDINATE LOCATION WITH C.M.

A.8 ROOF PENETRATIONS TO BE INSTALLED PER DETAILS C/A/504 AND D1A/504.

SOLAR ZONE AREA CALCULATION:

	REQUIRED AREA (MIN. SOLAR AREA = 15% x (TOTAL ROOF AREA - TOTAL SKYLIGHT AREA))		PROVIDED AREA SOLAR ZONES ARE RAISED BY 3' - 6" ON RACKS TO AVOID SHADOWS CAST BY PARAPETS AND EQUIPMENT	
	TOTAL ROOF AREA:	3124 SF	SOLAR ZONE #1 AREA:	153 SF
	TOTAL SKYLIGHT AREA:	0 SF	SOLAR ZONE #2 AREA:	143 SF
			SOLAR ZONE #3 AREA:	182 SF
	MIN. SOLAR AREA 15% x (3124 SF - 0 SF) =	469 SF		
TOTAL AREA:		469 SF		478 SF

ROOF PLAN LEGEND

- WHITE WALK PAD MEMBRANES WITH YELLOW SAFETY STRIPES, TYP.
- 2'-6" X 3'-0" ROOF HATCH, BILCO OR EQUAL.
- REMOTE CONDENSING UNIT, RE: KITCHEN EQUIPMENT SCHEDULE
  - AIR FLOW DIRECTION
- RTU, RE: MECHANICAL
- PIPING PENETRATION, RE: D1/A-504 AND PLUMBING ROOF PLAN FOR PIPE DESCRIPTIONS
- RESTROOM EXHAUST, RE: MECH

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SWC of W 13TH & CENTRE CITY

515 W. 13TH AVENUE
ESCONDIDO, CA

STORE # **05524**

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
	07-24-23	CUP Submittal
1	11-10-23	CUP Resubmittal
	05-03-24	CUP Resubmittal
	05-28-24	CUP Resubmittal
	07-12-24	CUP Resubmittal

ARCHITECT'S PROJECT #	22-186
PRINTED FOR	CUP Resubmittal
DATE	07-12-24
DRAWN BY	FP

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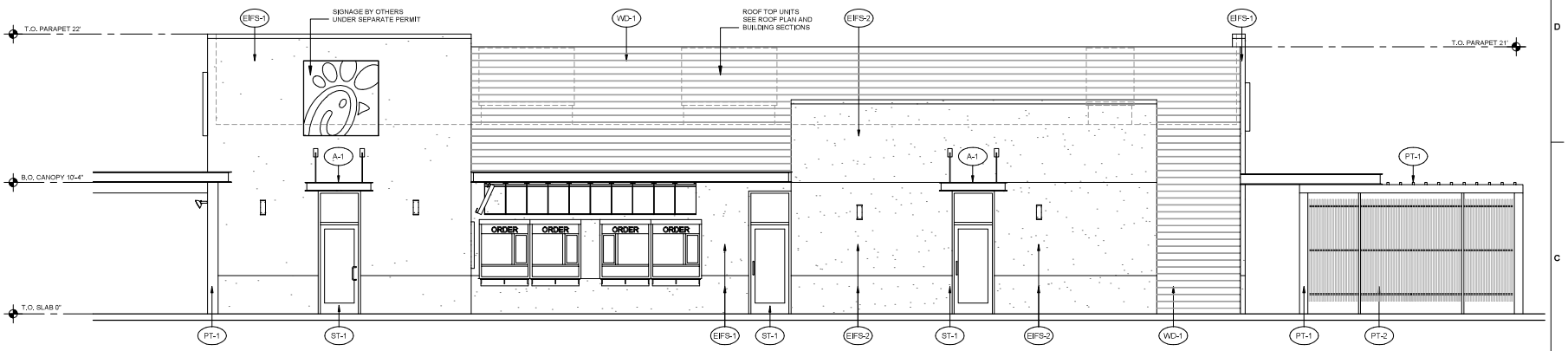
SHEET
ROOF PLAN

SHEET NUMBER

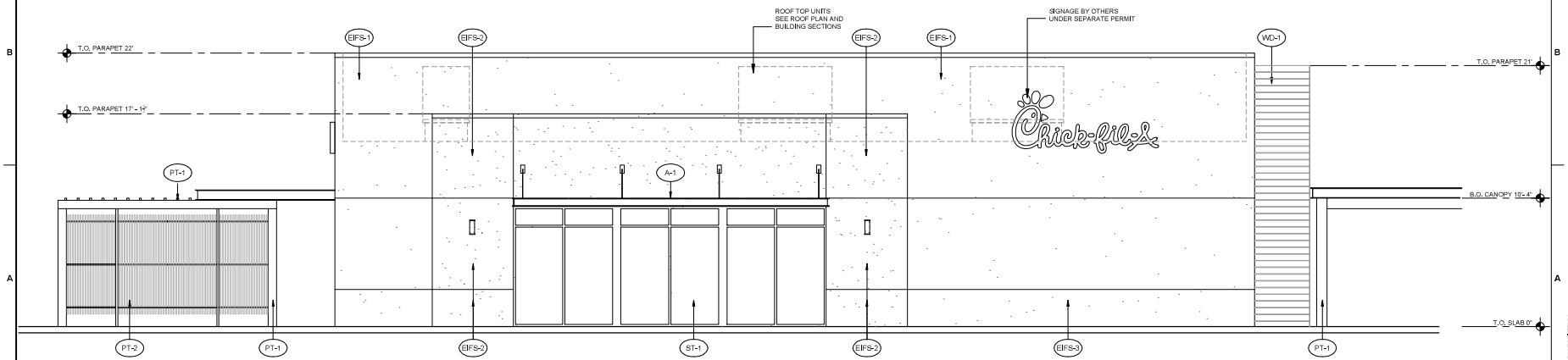
CUP RESUBMITTAL

Resolution No. 2024-160
Exhibit "E"
Item16.
of 20

EXTERIOR FINISHES			
EIFS-1	E.I.F.S. COLOR TO MATCH SHERWIN WILLIAMS SW7566 "WESTHIGHLAND WHITE"	ST-1	YKK STOREFRONT SYSTEM COLOR "DARK BRONZE"
EIFS-2	E.I.F.S. COLOR TO MATCH DUNN EDWARDS DE6214 "PIGEON GRAY"	PT-1	EXTERIOR PAINT COLOR TO MATCH: DARK BRONZE
WD-1	RESYSTA FVG C-08 COLOR: "BURMA"	PT-2	POWDER COAT COLOR TO MATCH DUNN EDWARDS DET453 "MAJOLICA EARTHENWARE"
A-1	ALUMINUM AWNING COLOR: DARK BRONZE		



SOUTH ELEVATION
1/4" = 1'-0"



NORTH ELEVATION
1/4" = 1'-0"

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SHEET
EXTERIOR ELEVATIONS

SHEET NUMBER
A

CUP RESUBMITTAL

Item16.
Resolution No. 2024-160
Exhibit "E"
of 20

EXTERIOR FINISHES			
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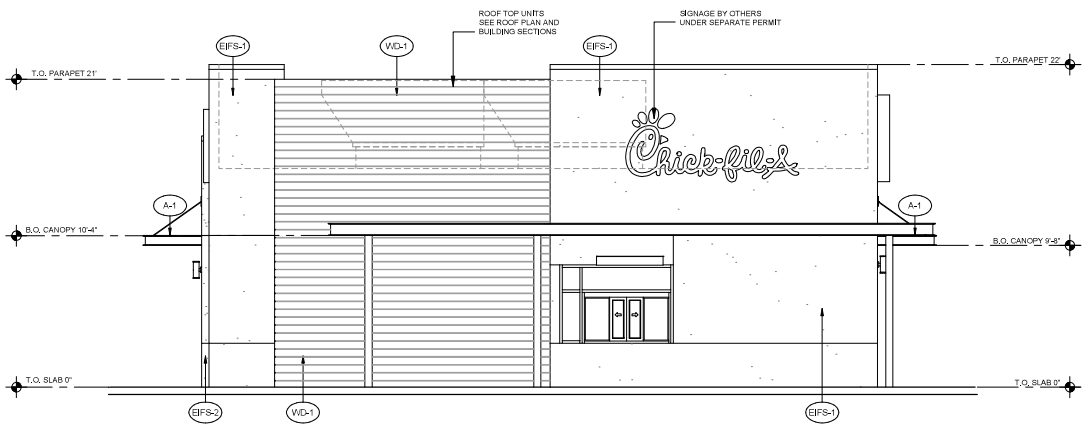
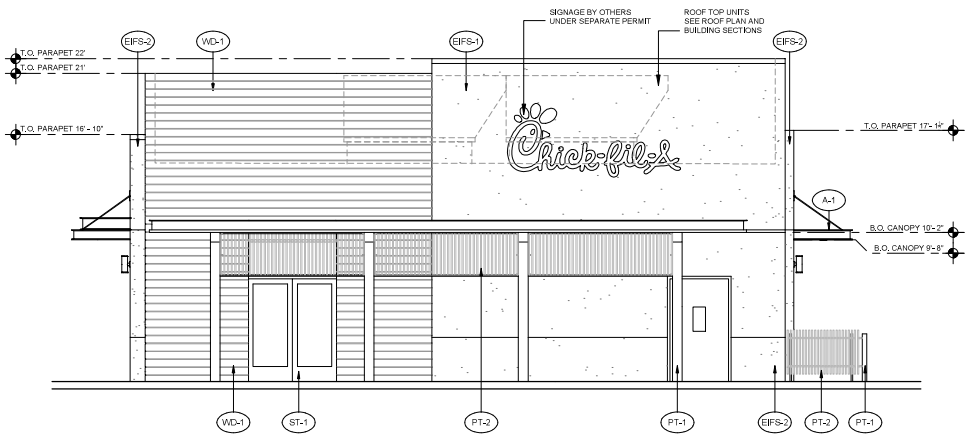


WEST ELEVATION
1/4" = 1'-0"



EAST ELEVATION
1/4" = 1'-0"

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ARCHITECT'S PROJECT #	22-188
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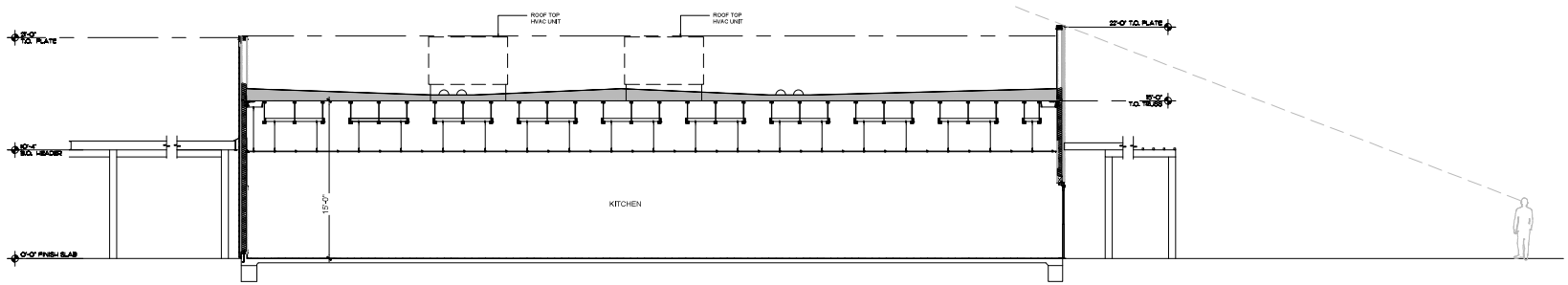
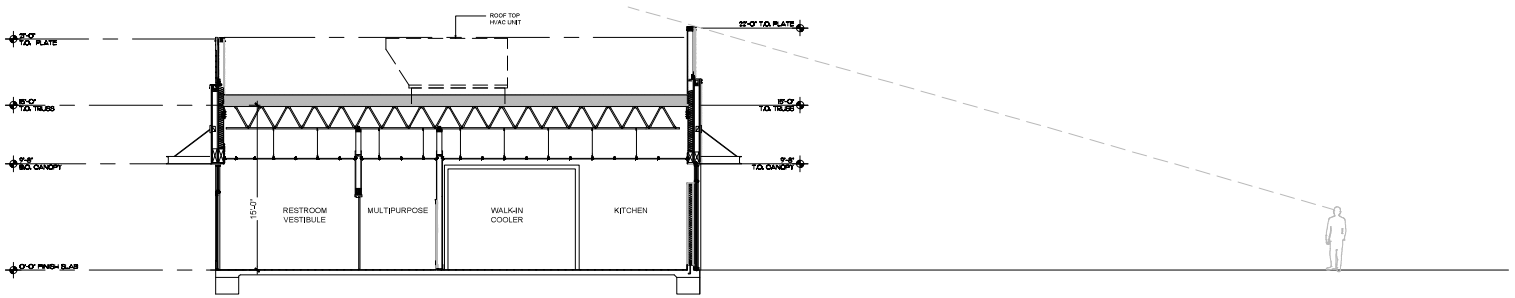
SHEET
EXTERIOR ELEVATIONS

SHEET NUMBER
A

CUP RESUBMITTAL



SECTION 1
SCALE : 3/16" = 1'-0"



SECTION 2
SCALE : 3/16" = 1'-0"

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SHEET
BUILDING SECTIONS

SHEET NUMBER

CUP RESUBMITTAL

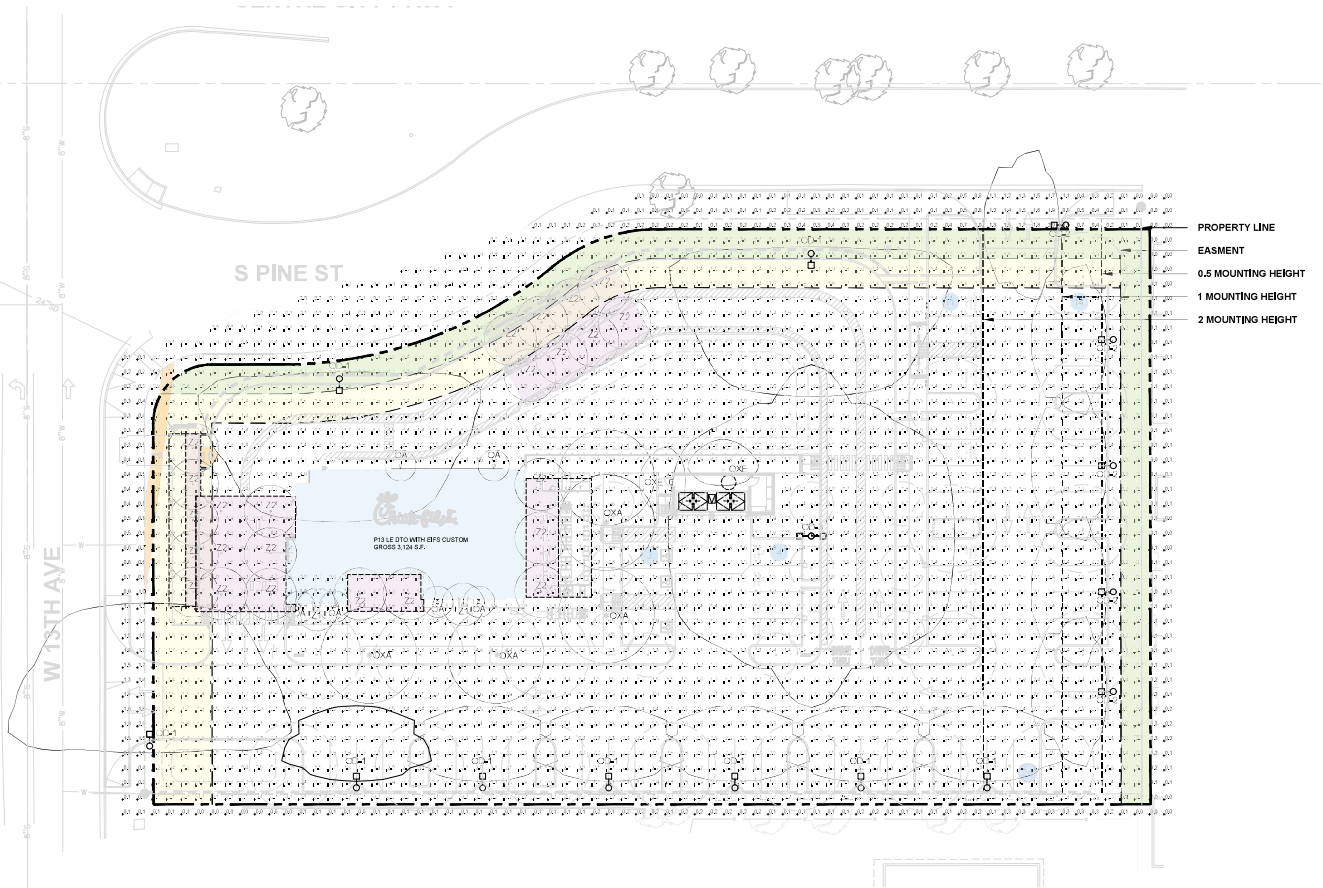
Item16.
Resolution No. 2024-160
Exhibit "E"
of 20

Schedule

Symbol	Label	QTY	Manufacturer	Catalog	Description	Lamp	Filename	Number Lamps	Lamp Output	LLF	Input Power
	OD-1	3	COOPER LIGHTING SOLUTIONS - McGRAW-EDISON (FORMERLY EATON)	GLEON-SAAA-730J-T4W-HSS	GALLEON AREA AND ROADWAY LUMINAIRE (4) 70 CRI, 3000K, 615mA LIGHTSQUARES WITH 16 LEDS EACH AND TYPE IV WIDE OPTICS WITH HOUSE SIDE SHIELD	HEIGHT: 27-0"	GLEON-SAAA-730J-T4W-HSS.ies	64	194	0.95	129
	OD-2	11	COOPER LIGHTING SOLUTIONS - McGRAW-EDISON (FORMERLY EATON)	GLEON-SA1A-730J-AFL-HSS	GALLEON AREA AND ROADWAY LUMINAIRE (1) 70 CRI, 3000K, 615mA LIGHTSQUARE WITH 16 LEDS AND AUTOMOTIVE FRONTLINE OPTICS WITH HOUSE SIDE SHIELD	HEIGHT: 27-0"	GLEON-SA1A-730J-AFL-HSS.ies	16	227	0.95	34
	OD-3	1	COOPER LIGHTING SOLUTIONS - McGRAW-EDISON (FORMERLY EATON)	GLEON-SAAA-730J-T4W-HSS	GALLEON AREA AND ROADWAY LUMINAIRE (4) 70 CRI, 3000K, 615mA LIGHTSQUARES WITH 16 LEDS EACH AND TYPE IV WIDE OPTICS WITH HOUSE SIDE SHIELD	HEIGHT: 27-0"	GLEON-SAAA-730J-T4W-HSS.ies	64	194	0.95	258
	Z1	2	COOPER LIGHTING SOLUTIONS - HALO (FORMERLY EATON)	RLD4069301EWH-WB	4" RL Deep Baffle, 91 CRI, 3000K, Matte White	(12) 3000K CCT, 91 CRI LEDS HEIGHT: 9'-8"	RLD4069301EWH-WB.ies	12	57	0.95	8.5
	Z2	24	LIGHTOLIER BY SIGNIFY	S7R930K10	SLIMSURFACE 7" ROUND 900 LM	90-30K HEIGHT: 9'-8"	S7R930K10.ies	1	1089	0.8	14.1
	OA	6	PROGRESS	P5675-3130K	5" 17W LED Direct/Indirect Cylinder	2- 3000K LED Modules HEIGHT: 8'-0"	PROG_P5675-3130K_17.0276.8_IesWebreports.ies	1	829	0.95	33.9
	OXE	2	BEGA Converted by LUMCat V 14.02.2017 / H.R.	22392K3		LED 17.9W HEIGHT: 9'-0"	22392K3_BEGA_.IES.ies	1	2821	0.4	22.9
	OXA	4	Louis Poulsen		Albertslund maxi LED 3000K BUG U2 21 fab Gray	LED 3000K HEIGHT: 10'-0"	US_Light_Measurement_ALB_MAX_FT_30K_70_CRI_05_A520_Louis_Poulsen.IES	1	4415	0.95	67

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #2	+	1.5 fc	9.3 fc	0.0 fc	N/A	N/A



PHOTOMETRIC SITE PLAN

1" = 20'-0"

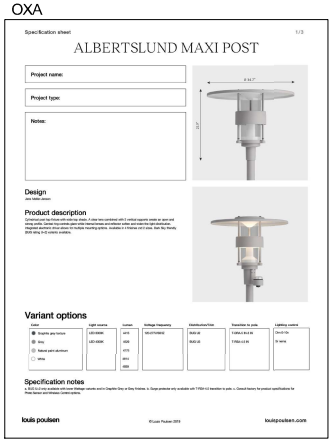
GRAPHIC SCALE

TRUE NORTH

PROJECT NORTH

OD-1/ OD-2/ OD-3

OXA



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SHEET: PHOTOMETRIC SITE PLAN

SHEET NUMBER

CUP RESUBMITTAL

EXHIBIT "F"

PLANNING CASE NOS. PL23-0296/PL23-0297/PL24-0217
FACTORS TO BE CONSIDERED/FINDINGS OF FACT

1. Environmental Determinations

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

b) An Initial Study/Mitigated Negative Declaration ("IS/MND") (SCH# SCH 2024080684) for the Project was prepared, published, circulated, and reviewed in accordance with the requirements of CEQA, the State CEQA Guidelines, and the local environmental procedures. Th decision-making body of the Lead Agency shall adopt the proposed IS/MND 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/MND reflects the Lead Agency's independent judgment and analysis.

c) The IS/MND was circulated for a 30-day public review period beginning August 13, 2024 and ending on September 16, 2024.

d) The Final IS/MND and Mitigation Monitoring and Reporting Plan ("MMRP"), collectively constitute the environmental documentation under and pursuant to CEQA, the CEQA Guidelines, and local environmental procedures relating to the project, and shall be referred to herein collectively as the "CEQA Documents."

e) 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/MND 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, or that cannot be fully mitigated. All previously identified impacts have been mitigated to less than a significant level.

- The City Council also finds that the mitigation measures listed in the MMRP will not cause any potentially significant effects.

- The Final IS/MND has been completed in compliance with CEQA and it constitutes a complete, accurate, adequate and good faith effort at full disclosure under CEQA.

f) Mitigation measures are recommended to be incorporated as part of the adoption of the Mitigated Negative Declaration. The recommended approval of the Project also includes the adoption of the MMRP, attached hereto this Resolution.

g) 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 Hall. 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.

2. Specific Plan Amendment (PL23-0296) (Section 33-1263 of Division 4 in Article 61 of the Escondido Zoning Code)

With respect to Planning Case No. PL23-0296, the City Council make the following findings for approval:

a) That the public health, safety and welfare will not be adversely affected by the proposed change;

The public health, safety and welfare would not be adversely affected by the proposed Specific Plan Amendment. The proposed amendment would permit for a new use type within a specific district in the Specific Plan area and sets the permitting process for drive-through establishments through a Conditional Use Permit ("CUP") thereby ensuring further development review on a case-by-case basis. The amendment would also revise several sections related to development standards, design review, and definitions within the Specific Plan. The application of a CUP for drive-through restaurant uses within the 13th Avenue Corners District would not be detrimental to surrounding properties because the proposed changes seek to activate an existing vacant restaurant site. The proposed amendment would limit the future potential proliferation of the use type in that it limits the use to one corner of the district where four corners exist.

The proposed amendment would allow for the proposed development project to construct a new drive-through restaurant at the Project site resulting in redevelopment of a previously developed site. This proposed reuse must comply with any applicable laws and standards, including the Building Code, the Fire Code, and any property standards bylaws. Furthermore, requiring a CUP for the proposed change would allow the City to exercise discretionary authority over any future proposed projects, and condition future projects to ensure land use compatibility.

b) *That the property involved is suitable for the uses permitted by the proposed zone;*

The Specific Plan Amendment would affect the 13th Avenue Corners District in that it would permit for a previously prohibited use of a drive-through eating establishment (i.e., drive-through restaurant). However, the proposed Project limits this allowance to only one of the corners within the district where four exist and continues to place emphasis and focus on the goals of the district and specific plan. The site subject to this allowance would entail redevelopment as part of this request.

c) That the uses permitted by the proposed zone would not be detrimental to surrounding properties;

The proposed Specific Plan Amendment would not be detrimental to surrounding properties because the limitations set forth as part of the amendment include an identified area where the proposed use would be permitted. The amendment language would ensure proliferation of this use is infeasible as it limits the allowable area for such uses to the subject site. Any future compatibility issues would be

analyzed and addressed as part of the CUP process on a case-by-case basis.
The proposed amendment would allow for the proposed development project to construct a new drive-through restaurant at the Project site resulting in redevelopment of a previously developed site. This proposed reuse must comply with any applicable laws and standards, including the Building Code, the Fire Code, and any property standards bylaws. Furthermore, requiring a CUP for the proposed change would allow the City to exercise discretionary authority over any future proposed projects, and condition future projects to ensure land use compatibility.

Further, the City prepared a set of conditions of approval that would be applied through the Conditional Use Permit process which would restrict activities to those resulting in negligible impacts on surrounding properties, as identified within the environmental review and through the Staff Development Review process.

d) That the proposed change is consistent with the adopted general plan;

The proposed Specific Plan Amendment would be consistent with the goals and polices of the General Plan in that specific plans are documents designed and written to implement the goals and policies of a general plan. The vision for the SCCSP includes developing the specific plan area with attractive design and economically viable development. Goals of the SCCSP include developing neighborhood serving specific commercial uses, as well as preserving and enhancing commercial development key nodes. The 13th Avenue Corners District is identified as a key commercial node that seeks to improve this specific intersection (Centre City Parkway and 13th Avenue) for the purposes of enhancing safety and increasing pedestrian and bicycling opportunities and amenities. While the Project would entail permitting of a drive-through use, the Project design integrates key pedestrian-oriented features intended to serve the surrounding neighborhoods and local uses. These include facets of the Project design not typically seen in intensive auto-oriented areas, such as a smaller building design with walkup ordering only; an enlarged outdoor dining area; identified pedestrian access from both street frontages--including striped pedestrian crosswalks on-site; and enhanced landscaping and buffering of the outdoor dining area from the drive-aisles. Therefore, the proposed Project is consistent with the vision and goals of the SCCSP.

The Project is also consistent with policies outlined in the Economic Prosperity Element chapter of the City's 2012 General Plan, specifically:

e) Employment Acreage Policy 1.4 Promote quality economic development that fosters job availability, economic revitalization, and tax revenues.

The Project would allow for additional employment (short/long term) opportunities within the SCCSP area, that are walkable, and bikeable to many of the area residents. The proposed restaurant use is replacing an existing vacant restaurant and is not anticipated to generate noise, traffic, lighting, or other impacts that would be detrimental to adjacent properties or uses than what was previously experienced.

In accordance with CEQA Guidelines, an Initial Study/Mitigated Negative Declaration ("IS/MND") was prepared for the project. The preparation of the environmental review in accordance with CEQA Guidelines and Article 47 of the Escondido Zoning Code ensures the Project's consistency with the General Plan's Environmental Review Goal 18.

f) That the proposed change of zone does not establish a residential below 70% of the maximum permitted density of any lot or parcel of land previously zone R-3, R-4, or R-5 unless the exceptions regarding dwelling unit density can be made pursuant to the provisions set forth in Article 6;

The Project consists of a Specific Plan Amendment to amend the South Centre City Specific Plan ("SCCSP"). As outlined in Table 4.2 (Permitted Land Uses for Specified District/Subareas) of the SCCSP, multi-family residential uses are not permitted within the 13th Avenue Corners District. The proposed Specific Plan Amendment amends the land use matrix in Table 4.2 to allow an auto-oriented restaurant use within the district, subject to a Conditional Use Permit. The proposed change does not establish residential densities in a district which currently does not permit residential development.

g) That the relationship of the proposed change is applicable to specific plans;

The proposed change is applicable to the SCCSP, and does not affect the Escondido Zoning Code in that the SCCSP sets the governing standards and allowed uses within it and does not defer to the Zoning Code for allowable uses. The proposed amendment would only impact the 13th Avenue Corners District and more specifically, only one corner of that district where four exist. As indicated in Table 4.2 of the SCCSP, auto-oriented uses continue to be subject to Section 33-341 (Commercial drive-through facilities requirements) of Article 16 (Commercial Zones) of the Escondido Zoning Code.

3. Conditional Use Permit (PL23-0297) (Section 33-1203 of Article 61 – Administration and Enforcement of the Escondido Zoning Code)

With respect to Planning Case No. PL23-0297, City Council make the following findings for approval:

a) A conditional use permit should be granted upon sound principles of land use and in response to services required by the community;

The Project includes construction of a new drive-through facility and associated parking areas and landscape improvements. The new drive-through facility conforms to the requirements of the Specific Plan design guidelines. Furthermore, the Project meets the requirements for new drive-through facilities as outlined in Article 16. The existing vacant restaurant and associated parking areas and landscaping would be demolished, and the Project would revitalize the South Centre City Specific Plan, specifically in the W. 13th Avenue Corners District in a manner that complements the surrounding commercial developments.

Surrounding uses to the Project site include commercial uses to the north and east, a religious facility to the west, and residential uses to the south. The Project entails a design that conforms with development standards for the commercial use, and exemplifies compatibility with all adjacent land uses. The southern property line would continue to have a masonry block wall separating the nonresidential site from the residential use. Additionally, the proposed Project has been designed and conditioned to comply with applicable Specific Plan Design Guidelines. The Project is located within an area that currently does not allow drive-through restaurants; however, through the Specific Plan Amendment the Project is required to process a CUP. The site layout, design, landscaping, and circulation is designed to promote pedestrian connectivity and to reduce land use conflicts with surrounding properties by placing the building and more intensive components of the use farthest from the adjacent residential uses to the south and religious facility to the west.

b) *A conditional use permit should not be granted if it will cause deterioration of bordering land uses or create special problems for the area in which it is located;*

Surrounding uses to the Project site include commercial uses to the north and east, a religious facility to the west, and residential uses to the south. The Project entails a design that conforms with development standards for the commercial use, and exemplifies compatibility with all adjacent land uses. The southern property line would continue to have a masonry block wall separating the nonresidential site from the residential use. Additionally, the proposed Project has been designed and conditioned to comply with applicable Specific Plan Design Guidelines. The Project is located within an area that currently does not allow drive-through restaurants; however, through the Specific Plan Amendment the Project is required to process a CUP. The site layout, design, landscaping, and circulation is designed to promote pedestrian connectivity and to reduce land use conflicts with surrounding properties by placing the building and more intensive components of the use farthest from the adjacent residential uses to the south and religious facility to the west.

The Project was analyzed for its potential impacts to the environment as required by the California Environmental Quality Act ("CEQA"). Based on the analysis contained within the Initial Study/Mitigated Negative Declaration ("IS/MND"), the Project with mitigation measures incorporated would not have a significant effect on the environment. The Project complies with the development standards related to commercial drive-through facilities as outlined Article 16 of the Escondido Zoning Code and those development standards outlined within the Specific Plan for the 13th Avenue Corners District. The Project would demolish an existing vacant restaurant and underutilized parking areas. The technical studies and analysis conducted for the proposed Project found that the Project would not be detrimental towards surrounding properties, including the mobile home residential uses to the south.

c) *A conditional use permit must be considered in relationship to its effect on the community or neighborhood plan for the area in which it is to be located;*

The Project site is located in the southwest corner of W. 13th Avenue and S. Pine Street intersection. The subject site is within South Centre City Specific Plan ("SCCSP") and the Project is subject to the design guidelines and standards specified within the SCCSP. The request to amend the SCCSP to add a new land use category within the 13th Avenue Corners District of "eating establishments with a drive through" would include such uses made subject to a Conditional Use Permit. The Specific Plan Amendment enables the review and consideration of the site development application through the issuance of a CUP. The amendment would only permit such use within a limited specified area (i.e., Project site) within the 13th Avenue Corners District in order to limit proliferation of drive-through uses within the district. Such limitation ensures consistency and alignment with the goals of both the Specific Plan and district. Specifically, Table 4.2 of the SCCSP would be modified to allow drive-through operations under a CUP process and the addition of Footnote #4 would allow this use on a site-specific basis for only the southwestern corner. Here, the granting of the proposed Conditional Use Permit is consistent with the historical restaurant use within the Specific Plan and aims to provide economic benefit to the community through new job opportunities for surrounding residents and provide for new development in an area that has not seen redevelopment recently.

4. Design Review Permit Findings (PL24-0217) (Section 33-1359 of Article 64 – Design Review of the Escondido Zoning Code)

With respect to Planning Case No. PL24-0217, the City Council make the following findings for approval:

a) *The proposed site plan has been designed in a manner which is compatible with the natural and urban characteristics of the site and the surrounding neighborhood;*

The proposed Project is replacing a vacant underutilized restaurant use with another restaurant with a drive-through component. The proposed Project is considered an urban in-fill project that has been designed with minimal grading, and existing infrastructure and utility availability that is complimentary with the neighborhood. The proposed Project would promote pedestrian activity through its unique walk-up design and enhanced outdoor dining area, and utilizes site design that promotes walkability, and bicycle uses, all in a design package that is similar in size, scale, and character of the adjacent commercial uses.

b) *The bulk, scale, and architectural design of the proposed structure are compatible with the character of the surrounding neighborhood;*

The proposed Project will replace the existing large scale and bulky restaurant structure (9,558 square feet) with a restaurant of reduced profile that is smaller in scale, size (3,126 square feet), and massing. The architectural designs are complimentary to surrounding color schemes, and provide a mixture of materials, and enhanced visibility (into and from the site). The proposed Project includes compatibility in terms of design and landscape components to that of the surrounding community. The proposed building's façades along W. 13th Avenue (i.e., the primary street) and S. Pine Street would include large windows, which would allow clear views into the interior to the restaurant. The use of lattice screening (low/high height) for the open-air dining and ordering/pickup areas would facilitate visual transparency and interest into the site and the new structures.

c) *The project incorporates landscaping, irrigation and screening which is drought tolerant, appropriate for the site, and in compliance with the landscape standards established by the city;*

The conceptual landscape design plans have been reviewed by City staff for community design and implementation of landscape palettes, color schemes, consistent public right of way enhancements, screening where appropriate, and to encourage the use of drought tolerant and/or native plant materials. The landscape designs are complimentary in use of plants, colors, shade trees (35 trees), and buffer plantings. The irrigation system proposes to incorporate water conservative measures and devices, and install flow and rain sensors to reduce water usage consistent with Article 62 of the Zoning Code.

d) *All grading related to the project is in conformance to design standards set by Article 55, Grading and Erosion Control;*

The Project site is an existing vacant restaurant use previously developed with parking area and landscaping. The grading activities would be concentrated around the removal of the existing building including the foundation, parking lot areas, and landscaping, as well as any necessary trenching for utility purposes and/or right-of-way improvements. All of the proposed grading would be reviewed during the final engineering process, subject to City grading standards, erosion control measures, and polices. The proposed conceptual grading is consistent with those requirements, and further detail and information necessary for earthwork would adhere and be reviewed through the postentitlement final engineering process.

e) *The project has incorporated the applicable design review standards contained in the ordinance codified in this section and other applicable ordinances into the site layout and building design;*
The proposed Project incorporates applicable design review standards, such as appropriate size and scale of the proposed restaurant structure; provides landscape buffers along Project edges; enhances public right-of-way by installing direct pedestrian connections from W. 13th Avenue and S. Pine Street; and includes onsite internal pathways and lighting safety features.

f) *The project is consistent with the goals and objectives on the city general plan;*

The proposed Project would be consistent with the goals and polices of the General Plan in that specific plans are documents designed and written to implement the goals and policies of a general plan. The vision for the SCCSP includes developing the specific plan area with attractive design and economically viable development. Goals of the SCCSP include developing neighborhood-serving specific commercial uses, as well as preserving and enhancing commercial development key nodes. The 13th Avenue Corners District is identified as a key commercial node that seeks to improve this specific intersection (Centre City Parkway and 13th Avenue) for the purposes of enhancing safety and increasing pedestrian and bicycling opportunities and amenities. While the Project would entail permitting of a drive-through use, the Project design integrates key pedestrian-oriented features intended to serve the surrounding neighborhoods and local uses. These include facets of the Project design not typically seen in intensive auto-oriented areas, such as a smaller building design with walkup ordering only; an enlarged outdoor dining area; identified pedestrian access from both street frontages--including striped pedestrian crosswalks on-site; and enhanced landscaping and buffering of the outdoor dining area from the drive-aisles. Therefore, the proposed Project is consistent with the vision and goals of the SCCSP.

The Project is also consistent with policies outlined in the Economic Prosperity Element chapter of the City's 2012 General Plan, specifically:
a) Employment Acreage Policy 1.4 Promote quality economic development that fosters job availability, economic revitalization, and tax revenues.

The Project would allow for additional employment (short/long term) opportunities within the SCCSP area, that are walkable, and bikeable to many of the area residents. The proposed restaurant use is replacing an existing vacant restaurant and is not anticipated to generate noise, traffic, lighting, or other impacts that would be detrimental to adjacent properties or uses than what was previously experienced.

In accordance with CEQA Guidelines, an Initial Study/Mitigated Negative Declaration ("IS/MND") was prepared for the project. The preparation of the environmental review in accordance with CEQA Guidelines and Article 47 of the Escondido Zoning Code ensures the Project's consistency with the General Plan's Environmental Review Goal 18.

In addition to the required findings for the requested entitlements, the South Centre City Specific Plan requires the additional specific findings for any major project within the Specific Plan area.

5. <u>South Centre City Specific Plan Findings for Approval (Section 9.2.2.1 of Chapter 9 of the South Centre City Specific Plan)</u>

With respect to the Project, the City Council make the following findings for approval of the Project:

a) *The project successfully reflects the goals and vision of the Specific Plan;*

The Project site is governed by the South Centre City Specific Plan ("SCCSP"). Specific Plans are documents designed and written to implement the goals and policies of a general plan. The vision for the SCCSP includes developing the specific plan area with attractive design and economically viable development. Goals of the SCCSP include developing neighborhood-serving specific commercial uses, as well as preserving and enhancing commercial development key nodes. The 13th Avenue Corners District is identified as a key commercial node that seeks to improve this specific intersection (Centre City Parkway and 13th Avenue) for the purposes of enhancing safety and increasing pedestrian and bicycling opportunities and amenities. While the Project would entail permitting of a drive-through use, the Project design integrates key pedestrian-oriented features intended to serve the surrounding neighborhoods and local uses. These include facets of the Project design not typically seen in intensive auto-oriented areas, such as a smaller building design with walk-up ordering only; an enlarged outdoor dining area; identified pedestrian access from both street frontages--including striped pedestrian crosswalks on-site; and enhanced landscaping and buffering of the outdoor dining area from the drive-aisles. Therefore, the proposed Project is consistent with the vision and goals of the SCCSP.

b) *The project represents successful implementation of the Specific Plan's development standards and complies with all other applicable provisions of local and State law;*

The Project complies with development standards outlined in the Specific Plan, and Article 16 (Commercial Zones) of the Escondido Zoning Code which further regulates auto-oriented uses. An Initial Study/Mitigated Negative Declaration was prepared in accordance with State Law, and found that any impacts from the Project may be mitigated to less than significant with mitigation incorporated.

c) *The Project exhibits overall, successful implementation of site and building design guidelines and the project reinforces the design context of the surrounding area;*

The Project site is governed by the South Centre City Specific Plan ("SCCSP"). Specific Plans are documents designed and written to implement the goals and policies of a general plan. The vision for the SCCSP includes developing the specific plan area with attractive design and economically viable development. Goals of the SCCSP include developing neighborhood-serving specific commercial uses, as well as preserving and enhancing commercial development key nodes. The 13th Avenue Corners District is identified as a key commercial node that seeks to improve this specific intersection (Centre City Parkway and W. 13th Avenue) for the purposes of enhancing safety and increasing pedestrian and bicycling opportunities and amenities. While the Project would entail permitting of a drive through use, the Project design integrates key pedestrian-oriented features intended to serve the surrounding neighborhoods and local uses. These include facets of the Project design not typically seen in intensive auto-oriented areas, such as a smaller building design with walk-up ordering only; an enlarged outdoor dining area; identified pedestrian access from both street frontages—including striped pedestrian crosswalks on-site; and enhanced landscaping and buffering of the outdoor dining area from the drive-aisles. Therefore, the proposed Project is consistent with the vision and goals of the SCCSP.

The proposed Project would replace the existing large scale and bulky restaurant structure (9,558 square feet) with a restaurant of reduced profile that is smaller in scale, size (3,126 square feet), and

massing. The architectural designs are complimentary to surrounding color schemes, and provide a mixture of materials, and enhanced visibility (into and from the site). The proposed Project includes compatibility in terms of design and landscape components to that of the surrounding community through use of buffered landscape areas between the adjacent public right-of-way and the site improvements. The proposed building's façades along W. 13th Avenue (i.e., the primary street) and S. Pine Street would include large windows, which would allow clear views into the interior to the restaurant. The use of lattice screening (low/high height) for the open-air dining and ordering/pickup areas would facilitate visual transparency and interest into the site and the new structures.

PLANNING CASE NOS. PL23-0296, PL23-0297 and PL24-0217

CONDITIONS OF APPROVAL
(Specific Plan Amendment, Conditional Use Permit, and Design Review Permit)

This Project is conditionally approved as set forth on the application received by the City of Escondido on **June 7, 2023**, and the Project drawings consisting of Site Plans, Architectural Elevations, Civil Sheets/Grading, Conceptual Landscape Plans, and Colored Elevations; all designated as recommend for approval **October 8, 2024**, 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 building 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 term's conditions of this Permit readily available to any member of the public or City staff upon request. Said terms and conditions shall be printed on any construction plans that are submitted to the Building Division for plan check processing.

8. Right to Entry. The holder of this Permit shall make the premises available for inspection by City staff during construction or operating hours and allow the investigations of property necessary to ensure that minimum codes, regulations, local ordinances and safety requirements are properly followed. The Applicant shall provide such business records, licenses, and other materials necessary upon request to provide evidence of compliance with the conditions of approval, as well as federal, state, or laws.

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

No part of this Permit's approval shall be construed to permit a violation of any part of the Escondido Municipal or Zoning Code. **During** Project construction and after Project

completion, the Applicant shall ensure the subject land use activities covered by this Permit is conducted in full compliance with all local and state laws.

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

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

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

12. **Clerk Recording.**

    a. State Law (SB 1535), effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. If the Project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with State law, or if the Project was analyzed through a negative declaration or environmental impact report, the Applicant shall remit to the City of Escondido Planning Division, within two working days of the effective date of the adoption of the environmental document, a check payable to the "San Diego County Clerk," in the amount that is published by the County Clerk's Office. Failure to remit the required fees in full within the specified time noted above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. In addition, Section 21089(b) of the Public Resources Code, and Section 711.4(c) of the Fish and Game Code provide that no project shall be operative, vested, or final until all the required filing fees are paid. The County Clerk's Office filing fees for other environmental review documents are adjusted annually by the California Department of Fish and Wildlife. If the fee increases after the date of this approval, the Applicant shall be responsible for the increase.

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

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~~ performed in furtherance of constructing the Project or as a result of the design of the Project, or such activity of any other person that is permitted by the Applicant or owner of the Property, occurring in furtherance of constructing the Project or as a result of the design of the Project, 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 furtherance of constructing the Project or as a result of the design of the Project, on, or about the Property; or (iii) any default in the performance of any obligation of the Applicant or the owner of the Property to be performed pursuant to any condition of approval for the Project or agreement related to the Project, or any such claim, action, or proceeding brought thereon. Provided, however, that the Applicant shall have no obligation to indemnify, hold harmless, or defend the City as to any Claims that arise from the sole negligence or willful misconduct of the City. In the event any such Claims are brought against the City, the Applicant, upon receiving notice from the City, shall defend the same at its sole expense by counsel reasonably acceptable to the City and shall indemnify the City for any and all administrative and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney's fees (including the full reimbursement of any such fees incurred by the City's outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City).

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

c. The City, in its sole discretion and upon providing notice to the Applicant, may require the Applicant to deposit with the City an amount estimated to cover costs, expenses, and fees (including attorney's fees) required to be paid by the Applicant in relation to any Claims referenced herein, which shall be placed into a deposit account from which the City may draw as such costs, expenses, and fees are incurred. Within 14 days after receiving written notice from the City, the Applicant shall replenish the deposit account in the amount the City determines is necessary in the context of the further defense of such Claims. To the extent such deposit is required by the City, the amount of such deposit and related terms and obligations shall be expressed in a written Deposit Account Agreement, subject to the City Attorney's approval as to form. The City, in its sole and reasonable discretion, shall determine the amount of any initial deposits or subsequent deposits of funds, and the Applicant may provide documentation or information for the City to consider in making its determinations. Nothing within this subsection shall be construed as to relieve the Applicant's obligations to indemnify, hold harmless, or defend the City as otherwise stated herein.

B. Construction, Maintenance, and Operation Obligations:

1. **Code Requirements.** All construction shall comply with the applicable requirements of the Escondido Municipal Code, Escondido Zoning Code, California Building Code; and the requirements of the Planning Division, Engineering Services Department, Director of Development Services, Building Official, City Engineer, and the Fire Chief in carrying out the

administration of said codes. Approval of this Permit request shall not waive compliance with any City regulations in effect at the time of Building Permit issuance unless specifically waived herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. **Phasing.** A phasing plan shall be submitted for all projects which include more than one building. The phasing plan shall identify the order in which all on- and off-site improvements will be installed, including triggers for improvements resulting from mitigation measures placed on the project through the environmental review process or required for General Plan conformance. The plan shall also identify the order in which structures will be built and

occupied, the location of construction fencing at each phase of construction, and any other means necessary to prevent conflicts between construction traffic and users of the occupied buildings. The phasing plan shall be approved by the City Planner, Building Official, City Engineer and Fire Marshal prior to the issuance of a grading permit for the project. The phasing plan shall not be modified without written consent from the City of Escondido.

C. Parking and Loading/Unloading.

1. Parking spaces provided by the Applicant, and any additional parking spaces 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, 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 lf the grading plan. The initial submittal of the landscape plans shall include the required plan check fees, paid in accordance with the prevailing fee schedule in effect at the time of submittal. Details of Project fencing and walls, including materials and colors, shall be provided on the landscape plans. (Building permits may also be required.) The landscape and irrigation plans shall be reviewed and approved by the Planning Division and Engineering Services Department prior to issuance of grading permits, and shall be equivalent or superior to the conceptual landscape plans included as part of the Approved Plan set, to the satisfaction of the Planning Division. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Landscape Standards) of the Escondido Zoning Code, except where stricter requirements are imposed by the State of California.

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

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

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

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

E. Specific Planning Division Conditions:

1. The Applicant shall be responsible for ensuring that all mitigation measures identified in the Mitigation Monitoring and Reporting Program, included as Exhibit B to this resolution, are implemented.

2. All uses, hours of operation, and activities shall be substantially consistent with the Details of Request on-file with the Planning Division, and as described within this report. Any substantial changes to the hours of operation shall subject to review and written approval by the Director of Community Development or his/her designee.

3. All new mechanical equipment (air conditioning units) and appurtenances placed on the roof structure shall be screened from public view to the satisfaction of the Planning Division. The preferred method of screening is by parapet wall or other architecture feature, which shall be clearly demonstrated on the building plans to the satisfaction of the Planning Division.

4. No outside storage is approved for this site, except the proposed long/short term bicycle parking/storage area adjacent to the outdoor patio area.

5. Project shall obtain a demolition permit for the existing restaurant structure, and shall comply with construction waste management requirements.

6. No expansion of the drive-through business would be allowed without a conditional use permit modification.

7. Approval of this conditional use permit in no way implies approval of any sign or sign location. A separate permit is required.

F. Specific Building Division Conditions:

1. Approval and subsequent development are subject to all conditions and requirements of the California Building Code and Building Division.

G. Specific Engineering Division Conditions:

GENERAL

1. The Developer shall provide the City Engineer with a current Preliminary Title Report covering subject property.

2. The location of all existing on-site and adjacent utilities shall be determined by the Developer's engineer. If a conflict occurs with the proposed project or improvements, these utilities shall be relocated subject to approval of the owner of the utility/facility prior to approval of Grading plans and issuance of Building Permits.

3. Improvement plans prepared by a Civil Engineer, required for all public street, traffic, 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 virtual plan review portal as a single package containing all items on the Engineering Initial Submittal Checklists. Landscaping Plans shall be prepared by a Landscape Architect.

4. The Developer shall post securities in accordance with the City prepared Bond and Fee Letter based on a final Engineer's Estimate of Grading and Improvements Cost prepared by the project engineer. The Developer is required to provide a Cash Clean Up deposit for all grading, landscaping, private Improvements and onsite drainage improvements prior to approval of Grading Plans and issuance of Grading Permit. This Cash Clean Up Deposit amount shall be 10% of the total cost of the project private improvements, drainage and landscaping. The Developer is required to provide Performance (100% of total public improvement cost estimate), Labor and Material (50% of total public improvement cost estimate) and Guarantee and Warrantee (10 % of total public improvement cost estimate) bonds for all public improvements prior to approval of the Improvement Plans and issuance of Building Permits. All improvements shall be completed prior to issuance of a Certificate of Occupancy.

5. As surety for the construction of any 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 any building permit.

6. If site conditions change adjacent to the proposed development prior to completion of the project, the Developer will be responsible to modify their 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 corrected by the Developer to the satisfaction of the City Engineer.

8. The Developer's engineer shall submit to the Planning Department a copy of the Plot Plan as conditionally approved. This copy shall be signed by the Planning Department certifying that this is a copy of the final approved Plot Plan and a PDF of this must be uploaded with the first Final Engineering submittal for plan check to the Engineering Department.

STREET IMPROVEMENTS AND TRAFFIC

1. All project driveways shall be alley-type in accordance with Escondido Standard Drawing No. G-5-E, with a minimum throat width of 24'.

2. The Developer shall install a High-visibility Crosswalk together with a Rectangular Rapid Flashing Red Beacon (RRFB) system across 13th Avenue on the east side of its intersection with Quince Street.

3. The Developer shall install two (2) High-visibility Crosswalks across Pine Street, one at the north and one at the south leg of its intersection with 13th Avenue.

4. The Developer shall restripe 13th Avenue at the Orange Street intersection to provide dedicated left turn pockets together with centerline transitions for both the east bound and west bound directions of 13th Avenue. This dedicated left turn pocket restriping will also require the removal of curb side parking along sections of 13th Avenue adjacent to these left turn pockets and the centerline striping transitions.

5. The Developer will be responsible for removal of all existing and the design, furnishing, and installation of all new signing and striping in compliance with current CA MUTCD standards and to the satisfaction of the City Engineer.

6. The Developer shall submit separate traffic equipment and signing and striping improvement plans prepared by a Traffic Engineer for review and approval by the City Engineer for the above conditioned items of work.

7. The Developer shall repaint all pavement striping and markings adjacent to the project that have been damaged and prematurely faded due to project construction traffic to the satisfaction of the City Engineer.

8. All unused driveways shall be removed and replaced with full height curb and gutter and sidewalk in accordance with City standards.

9. The Developer shall remove and replace all damaged sidewalk, curb and gutter, along all project frontages to the satisfaction of the City Engineer prior to issuance of a Certificate of Occupancy.

10. The Developer may be responsible for an overlay of portions 13th Avenue due to utility trenches necessary to serve this project. The determination of the extent of any required overlay shall be to the satisfaction of the City Engineer.

11. Pedestrian access routes meeting current ADA requirements shall be provided into the project to the satisfaction of the City Engineer and City Building Official.

12. Adequate horizontal sight distance shall be provided at all driveway entrances and at the project corner of 13th Avenue and Pine Street. Increased parkway widths, open space easements, and restrictions on landscaping may be required at the discretion of the City Engineer.

13. The Developer will be required to provide a detailed detour and traffic control plan, for all construction activities in the public right-of-way to the satisfaction of the City Engineer. This plan shall include any proposed sidewalk closures and provide for alternate pedestrian access around the project site. This plan shall be approved prior to the issuance of an Encroachment Permit for construction or other project activities within the public right-of-way.

GRADING

1. A site grading and erosion control plan prepared by a registered Civil Engineer shall be approved by the Engineering Department prior to issuance of building permits. The first submittal of the grading plan shall be accompanied by a copy of the preliminary soils and geotechnical report. The Soils Engineer will be required to indicate in the soils report that they have reviewed the grading design and found it to be in conformance with their recommendations.

2. Any proposed retaining walls not a part of the building foundations or stem walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retaining wall design is in conformance with the recommendations and specifications as outlined in the Geotechnical report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by Regional or City

Standard Drawings. The Developer will be required to pay for all required third party structural engineering review of these structural calculations and details. Stem walls, foundation structures, or deepened footings that are to be constructed as part of a building structure will be permitted as part of the Building Department plan review and Building Permit process.

3. All retaining walls and screen walls, stairs and raised landings shall be constructed completely within the Project property and shall not encroach into the public R/W.

4. The Developer will be required to obtain permission from adjoining property owners for any off-site grading or other work necessary to construct the project and/or the required improvements.

5. Erosion control, including riprap, interim slope planting, sandbags, or other erosion control measures shall be provided to control sediment and silt from the project. The Developer shall be responsible for maintaining all erosion control facilities throughout the project.

6. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.

7. All existing foundations, structures, trees not otherwise designated "to remain" on the Plot plan, shall be removed or demolished from the site.

8. 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.

9. All private access drives and parking areas shall be paved with a minimum of 3" asphalt concrete over 6" of aggregate base or 5.5" of Portland cement concrete over 6" aggregate base. All drive-through lanes shall be paved with Portland cement concrete.

10. All driveway grades shall conform to current Escondido Design Standards and Escondido Standard Drawings.

DRAINAGE

1. Final storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a Final 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 and basins are private. The responsibility for maintenance of these storm drains shall be that of the Property Owner.

3. The project shall limit drainage flows to their pre-construction rates. Details and calculations for any detention vaults shall be submitted and approved as part of the grading plan check.

4. A Final 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 calculations for treatment, hydromodification, and storage volumes. The SWQMP shall include detailed maintenance requirements and responsibilities for all onsite conveyance, treatment, hydromodification, and detention facilities. The SWQMP shall demonstrate how any proposed proprietary best management practices like modular wetlands meet bio-filtration treatment requirements in accordance with the City's Storm Water Design Manual.

5. All site drainage with emphasis on the roadway, parking and driveway areas shall be treated to remove expected contaminants. The City highly encourages the use of bio-retention basins where possible as the primary method of storm water retention and treatment. The landscape plans will need to reflect these areas of storm water treatment.

6. Trash enclosures shall be covered and be constructed to comply with storm water quality management requirements to the satisfaction of the City Engineer.

7. The Developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement.

8. All project installed storm water treatment and retention facilities and their drains including underground storage, any permeable paver areas shall be considered private. The maintenance and repair of all project constructed/installed post construction storm water treatment facilities shall be the responsibility of the Property Owner.

WATER SUPPLY

1. If required, fire hydrants and/or detector check assemblies together with an adequate water supply shall be installed at locations approved by the Fire Marshal. Fire hydrants and detector check assemblies shall connect to a minimum 8-inch water main.

2. If required, 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 Fire Marshal.

3. Any required fire suppression and sprinkler systems beyond the Detector Check Valves are private and shall be designed and constructed per current Building, Plumbing, and Fire Code Standards, and per the requirements of the City Fire Marshal and City Building Official and shall be approved by a separate submittal to the Building Department. Although private and approved by separate plans and permit, any fire suppression lines shall be shown for reference and review on the various final engineering plan sets.

4. Any on-site water lines and backflow prevention devices beyond a City water meter or DDCA shall be considered a private water system. The Property Owner shall be responsible for all maintenance of these water lines and appurtenances.

5. A 1-inch minimum water service, 1-inch water meter, and backflow prevention device shall be required for domestic water supply per City of Escondido Design Standards and Standard Drawings. Water meters and backflow prevention devices shall not be installed within a driveway apron or on private drive areas.

6. No trees or deep-rooted bushes shall be planted within 10-feet of any water mains or services.

7. There shall be no permanent private structures located within the City's Public Utility Easements.

8. Improvement plans for any required public water mains shall be prepared by a Civil Engineer and submitted to the City of Escondido for review and approval.

9. All public water mains shall be located under asphalt or concrete paving and not under curbs, gutters, median or sidewalks.

10. Backflow prevention assemblies are private and should be located on private property. Backflows shall be located directly behind the public meter.

11. 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 Director of Utilities and Water Distribution Department.

12. 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 Director of Utilities and Water Distribution Department.

13. The Developer shall disconnect at the public main, all water services and fire hydrants laterals to be abandoned, to the satisfaction of the Director of Utilities 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 right-of-way shall be constructed for the project and shown on the Improvement and Grading plans. Sewer laterals less than 8-inches in diameter shall connect to the sewer main with a wye or Inserta-Tee.

2. All sewer laterals shall be constructed per current City of Escondido Design Standards and Standard Drawings within the right-of-way or public easement and per the current the Uniform Plumbing Code onsite.

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. The project design shall be such that all existing or new sewer manholes are accessible at all times by the City Vactor truck for maintenance.

6. The Developer shall cap and plug at the public sewer main all sewer lines and laterals to be abandoned, to the satisfaction of the Director of Utilities and the City Inspector.

7. The location of all sewer laterals shall be shown on the grading and improvement plans.

LANDSCAPING

1. Project Landscaping and Irrigation plans for onsite and for all right-of-way areas along the project frontages shall be prepared by a Licensed Landscape Architect and submitted to the Engineering Department with the second submittal of the grading plans for review and approval by Engineering and Planning Departments. The initial submittal of the landscape plans shall include the required Planning Department Review fees in effect at the time of the submittal. The watering and maintenance of all landscaping and irrigation within the public right-of-way along the project frontages shall be the ongoing responsibility of the Property Owner.

EASEMENTS AND DEDICATIONS

1. All private and public easements affecting subject property both proposed and existing to remain shall be shown, delineated, dimensioned, and clearly labeled on all final engineering plan sets.

2. The Developer is responsible for making the arrangements to quitclaim all easements of record which conflict with the proposed project prior to issuance of Building Permits. If an easement of record contains an existing utility that must remain in service, proof of arrangements to quitclaim the easement once new utilities are constructed must be submitted to the City Engineer prior to approval of the Grading plans. Building permits will not be issued for structures in which construction will conflict with existing easements or utilities, nor will any securities be released until the existing easements are quitclaimed.

3. If needed the Developer shall grant a public water easement to the City for the placement of water mains, water meters, DDCAs, and air valves to the satisfaction of the City Engineer and Director of Utilities.

   Material necessary for processing a dedication or easement shall include: a current grant deed or title report, a legal description and plat of the dedication or easement signed and sealed by a person authorized to practice land surveying (document size) and traverse closure tapes. The City will prepare all final documents.

SURVEYING AND MONUMENTATION

1. All property corners shall be verified to be monumented by a person authorized to practice land surveying and a Record of Survey Map (or Corner Record if appropriate) shall be recorded if new monuments need to be set.

FEES

1. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public or private property and improvements, install Best Management Practices devices and materials, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by the City for cleanup or damage will be drawn from this security and the grading permit will be revoked by written notice to the Developer until the required cash security is replaced. The cleanup cash security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, retaining walls, walls, drainage facilities, landscaping and irrigation, and best management practices items of work up to a maximum of $50,000, unless a higher amount is deemed necessary by the City Engineer.

2. The Developer shall be required to pay all development fees of the City then in effect at the time, and in such amounts as may prevail when Building Permits are issued.

UTILITY UNDERGROUNDING AND RELOCATION

1. All existing overhead utilities within the project boundary or along fronting streets shall be relocated underground as required by the City's Undergrounding and Subdivision Ordinances. The Developer may request a waiver of this condition by writing a letter to the City Engineer explaining his/her reasons for requesting the waiver. The Developer will be required to pay a waiver fee as adopted by City Council resolution.

2. The Developer shall sign a written agreement stating that they have made all such arrangements as may be necessary to coordinate and provide utility construction, relocation and undergrounding. All new utilities shall be constructed underground.

CITY of ESCONDIDO

STAFF REPORT

Attachment 1

PLANNING CASE NOS. PL23-0296/PL23-0297/PL24-0217

Draft Specific Plan Amendment text in strikethrough and underline (excerpted pages only)

3.7 13TH AVENUE CORNERS DISTRICT

3.7.1 Setting.

Located at the intersection of Centre City Parkway and 13th Avenue, this 9-acre District consists of the parcels that create four commercially designated "corners" of the intersection. ~~Current uses~~ Existing uses at the time of this plan's adoption on the west side of the intersection include ~~are~~ a Sprouts grocery store and a sit-down casual restaurant. On the east side of Centre City Parkway ~~is~~ a strip-commercial center and fast-food outlet on one corner, and on the remaining corner is a building that was previously a single-story motel, ~~now~~ occupied by a camper sales business.

3.7.2 13th Avenue Corners District Vision.

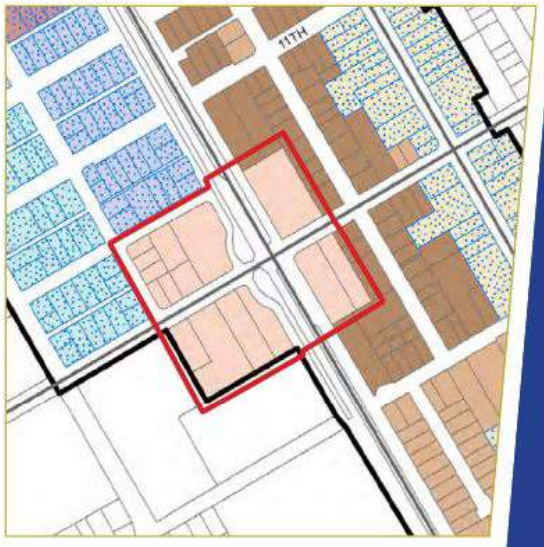
As one of the signalized intersections along South Centre City Parkway, the 13th Avenue Corners District is a focal point along the corridor. The Pine Street Pathway is an important component of the identity of this District, making it a destination for pedestrians and bicyclists. Both public and private right-of-way will be activated along the western side of Centre City Parkway by providing amenities desirable to users of the recreational trail and commercial businesses, such as parcourse exercise equipment, play structures, and benches for enjoying the nearby food offerings, and for social interaction.

Enhanced pedestrian crosswalks are attractive, improve safety, and encourage walking in the area. Bicycle crossings are separated from the pedestrian crossings for safety of both groups of users. A unique landscape theme unifies the four corners of the district, adding to the ambiance and appearance. A public art program at this intersection further enhances the appearance of the 13th Avenue Corners and defines the district as distinct and unique. A robust wayfinding program that incorporates elements of public art further encourages walking, bicycling, and use of the nearby transit stop at the intersection of 13th Avenue and Escondido Boulevard.

3.7.3 13th Avenue Corners District Concepts.

3.7.3.1 Land Use Concepts.

The following land use concepts highlight some of the key ways land use will help achieve the vision for this district. See the Land Use Table in Chapter 4 for permitted uses in the 13th Avenue Corners District.



Encourage underutilized property to redevelop.

The property at the northeast corner of Centre City Parkway and 13th Avenue is likely to redevelop over the life of the Specific Plan. Commercial development at this location is envisioned to be consistent with the other three corners of this intersection. The attractive design, character and setbacks of the existing southwest commercial building will be replicated on this parcel. Redeveloping this property is an ideal opportunity to tie the four corners together with a combination of public and private improvements

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2. Rooftop deck, patio, or shade structure
3. Vegetation associated with rooftop deck or garden
4. Skylights
5. Solar panel, wind turbine, rainwater collectors
6. Rooftop screening equipment

5. An attic does not count as a story where 50% or more of the attic floor area has a clear height of less than 7.5 feet, measured from the finished floor to the finished ceiling.
6. A basement with 50% or more of its perimeter wall area (measured from finished floor elevation) surrounded by finished grade is not considered a story.

5.3.2.2 Design Guidelines.

1. Provide massing breaks along wall expanses. Avoid box-like building mass and form with large expanse of solid unbroken surfaces.
2. "Franchise architecture" is strongly discouraged.
3. Architectural gimmicks, such as distinctive roof shapes, that sacrifice the integrity of a streetscape to promote a single structure or development should be avoided.
4. Larger projects should be designed to emulate the existing rhythm and scale of the South Escondido and 9th Avenue Overlay Districts.

5.3.3 Architecture.

5.3.3.1 Development Standards.

1. For commercial facades, at least 60% of the total area of the first-floor facade facing the primary street shall be window display or otherwise provide for visual transparency into the publicly accessible activities of the building. Projects proposing less than this amount may seek alternative compliance through an Administrative Adjustment provided that the intent of the Specific Plan is met or exceeded in some way, to the satisfaction of the Director of Community Development.
2. Walls exposed to side streets or pedestrian passageways between buildings shall have doors and/or windows, or fixed glazing areas of at least 30% of the total surface area of the wall facing these open spaces.
3. Storefronts shall accentuate the structural bays of the building and allow for clear views of the interior of the commercial business at the ground level.

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LAND USES	WEST MERCADO DISTRICT		9TH AVE OVERLAY	13TH AVE. CORNERS DISTRICT	FELICITA DISTRICT	ESCONDIDO BOULEVARD DISTRICT		SOUTHERN ENTRY DISTRICT	
	WM General	WM Commercial				EB Mixed-Use Overlay	EB Commercial	SE Commercial	SE Mixed-Use Overlay
• Tractor or heavy truck sales, storage, rental (Subject to Article 57 of the EZC)	CUP	—	—	—	—	—	—	—	—
Food and liquor:									
• Food stores (grocery, produce, candy, baked goods, meat, delicatessen, etc.), with general license for off sale of beer and wine	—	P	P	P	P	P	P	P	P
• Liquor store, packaged (off-sale alcoholic beverages)	—	—	—	CUP	CUP	CUP	CUP	CUP	CUP
EATING AND DRINKING ESTABLISHMENTS									
Eating establishments (includes outdoor dining in conjunction with an approved eating establishment, Subject to Article 57):									
• Without incidental on-sale beer and wine and/or on-sale general licenses.	—	P	P	P	P	P	P	P	P
• With incidental on-sale beer and wine and/or on-sale general licenses, including microbreweries.	—	P	P	P	P	P	P	P	P
• With indoor amplified entertainment or dancing.	—	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP
• Auto-oriented (drive-in, drive-through) (Subject to Section 33-341 of the EZC)	—	CUP	—	—[4]	CUP	—	—	—	—
Drinking establishments, wine and beer tasting establishments, bars, taverns, and nightclubs, with or without live entertainment and/or dancing. Includes comedy clubs, magic clubs, etc., with or without alcoholic beverages.	—	CUP	—	CUP	CUP	CUP	CUP	CUP	CUP
Specialized food from pushcarts (Subject Section 33-342 of the EZC)	—	P	P	P	P	P	P	P	P
Specialized open-air food service court or concession food gallery	—	—	CUP#	—	CUP#	—	—	—	—

Notes

P = Permitted
CUP = Conditional Use Permit Required
CUP# = (Minor)
PD = Planned Development Permit Required
--- = Not Permitted

CITY of ESCONDIDO

STAFF REPORT

LAND USES	WEST MERCADO DISTRICT		9TH AVE OVERLAY	13TH AVE. CORNERS DISTRICT	FELICITA DISTRICT	ESCONDIDO BOULEVARD DISTRICT		SOUTHERN ENTRY DISTRICT	
	WM General	WM Commercial				EB Mixed-Use Overlay	EB Commercial	SE Commercial	SE Mixed-Use Overlay
• Major	—	—	—	—	—	—	—	—	—
Live entertainment	—	CUP#	CUP#	CUP#	CUP#	CUP#	CUP#	CUP#	—
Public art displays, murals, sculptures, and other visual art	P	P	P	P	P	P	P	P	P
Outdoor display									
Outdoor storage:									
• Miscellaneous storage fully screened (NO CARS)	P	P	P	P	P	P	P	P	P
• Vehicles and fleet vehicle storage (overnight or after normal business hours, or for rent) less than or equal to 10% of all parking provided for that use	P	P	P	P	P	P	P	P	P
• Vehicles and fleet vehicle storage (after normal business hours) more than 10% of all parking provided for that use	CUP#	CUP#	CUP#	CUP#	CUP#	CUP#	CUP#	CUP#	CUP#
• Vehicles used for business operations and deliveries during normal business hours	P	P	P	P	P	P	P	P	P
Sustainable accessory uses as described in Chapter 8	P	P	P	P	P	P	P	P	P
Urban agriculture	CUP#	CUP#	CUP#	CUP#	CUP#	CUP#	CUP#	CUP#	CUP#

Notes

P = Permitted
CUP = Conditional Use Permit Required
CUP# = (Minor)
PD = Planned Development Permit Required
--- = Not Permitted

Notes:

Refer to the base zone for primary, accessory, and temporary uses not otherwise specified, unless specifically prohibited.

With the adoption of this Specific Plan, nonconforming uses and structures shall be subject to the provisions of the EZC.

1. Within the Mixed-Use Overlay in the 9th Avenue Overlay District, the South Escondido Boulevard District, and the Southern Entry District, stand-alone, multi-family residential, and mixed-use (commercial with residential) is permitted by approval of a Plot Plan.
2. Mixed-Use development requires a Plot Plan as provided for in (Article 61) of the Zoning Code.
3. Refer to Chapter 4.2 for a discussion on the land use table and methodologies in determining permitted land uses for each district and subarea.
4. Except on the southwest corner (W. 13th Avenue and S. Pine Street) where drive-through service is permitted.

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Building materials, supplies, and hardware.
The retail sales of lumber, heating/air conditioning, plumbing, electrical, floor covering and installations, paint, glass, wallpaper, home improvement items, and other similar merchandise. Does not include outdoor storage.

Build-to-Line (BTL).
A line parallel to the property line where the façade of the building is required to be located. The BTL is measured from the property line unless otherwise specified. Building articulation that does not exceed 12" in depth meets the definition of the BTL.

Build-to-Line Range (BTLR).
A pair of lines parallel to the property line that establishes the range within which a percentage of the façade of the building is required to be located. A Build-to-Line Range (BTLR) may have a minimum BTL (BTL-MIN), which is the line that is closest to the specified property line, and a maximum BTL (BTL-MAX), which is the line that is farthest from the specified property line.

Car wash.
Permanent, self-service and/or attended car washing establishments, including fully mechanized facilities. May be stand-alone or accessory to another auto-related use, such as a gasoline station. May include detailing services. Does not include temporary car washes for fund-raising activities.

Community Garden.
A single piece of land or open space where participants share in the maintenance and products of the garden, utilizing either individual or shared plots on private or public land, while producing fruit, vegetables, and/or plants that are grown for attractive appearances.

Craft brewery, winery, or distillery.
A small-scale facility where beer, malt beverages, wine, or spirits are made on-premises and then sold or distributed, and which produces 15,000 barrels (or equivalent gallons) per year or less. Its products are primarily intended for local and/or regional consumption. The brewer may sell to a retailer or directly to a customer. Retail sales to the public is limited to incidental use as provided for in Sec. 33-567. (Incidental uses) of the Escondido Zoning Code.

Eating establishments, all types.
An establishment providing food service from an on-site operating commercial-grade kitchen, and/or dessert service from an on-site operating commercial-grade freezer/refrigerator with or without incidental sales of alcoholic beverages, including full-service, limited service, take-out, etc., and outdoor dining. Does not include drive-through service (except as allowed on southwest corner within the W. 13th Avenue Corners District, where drive-through service is permitted) and amplified entertainment or dancing.

General retail sales.
Includes new goods and merchandise sold in department stores, drugstores/pharmacies, and retail establishments selling items such as apparel/accessories/shoes (including incidental shoe repair), toys, flowers, gifts, stationery, jewelry, leather, dishware/glassware/ kitchenware, handcrafts/arts and crafts, yardage goods, pets/pet supplies, art/hobby supplies, automobile supply (without installation), music (including incidental recording, instruction, and instrument repair), books/magazines/newspapers, video sales/ rental, sporting goods (includes bicycles, golf, camping, hunting/ammunition/firearms, fishing, surfing, etc.), small household appliance sales and incidental service, cameras/photographic supplies, electronics/office business, and other similar retail goods and incidental services NEC. Prohibited uses include uses classified more specifically in this section, retail uses with across-the-board maximum pricing/"everything

STAFF REPORT

October 8, 2024
PL23-0296, PL23-0297, and PL24-0217
515 W. 13th Avenue for Chick-Fil-A Restaurant Drive Through Restaurant

PROJECT NUMBER / NAME: **PL23-0296, PL23-0297 & PL24-0217 / Chick-Fil-A Restaurant Drive Through Restaurant**

REQUEST: Approve Resolution No. 2024-19 recommending approval to City Council of a Specific Plan Amendment to the South Centre City Specific Plan to allow for "auto-oriented eating establishments" as a conditionally permitted use within the 13th Avenue Corners District specifically on the subject site in addition to minor text changes to development standards and definitions; a Conditional Use Permit to permit a proposed drive-through use; and a Design Review Permit for construction of a drive through facility. The project would demolish an existing 9,558 square-foot restaurant building and construct a new 3,124 square-foot drive-through restaurant with a dual lane drive-through and associated menus, surface parking and landscaping improvements, and outdoor dining area. The request also includes adoption of the environmental document prepared for the project.

PROPERTY SIZE AND LOCATION: The 1.4-acre site is located at the southwest corner of W. 13th Avenue and S. Pine Street, addressed as 515 W. 13th Avenue (Assessor's Parcel Numbers(s): 236-161-07-00 and 236-161-06-00).

APPLICANT: 4G Development & Consulting

GENERAL PLAN / ZONING: South Centre City Specific Plan (SPA 15) / Specific Plan Area (S-P)

PRIMARY REPRESENTATIVE: Ed Hale, Senior Development Director, 4G Dev. & Consulting

DISCRETIONARY ACTIONS REQUESTED: Specific Plan Amendment, Conditional Use Permit, and Design Review Permit

PREVIOUS ACTIONS: N/A

CEQA RECOMMENDATION: Recommend adoption of the Initial Study/Mitigated Negative Declaration

STAFF RECOMMENDATION: Recommend approval to the City Council

REQUESTED ACTION: Approve Planning Commission Resolution No. 2024- 19

CITY COUNCIL HEARING REQUIRED: _X_YES ___NO

REPORT APPROVALS: X Dare DeLano, Senior Deputy City Attorney

X Veronica Morones, City Planner

CITY of ESCONDIDO

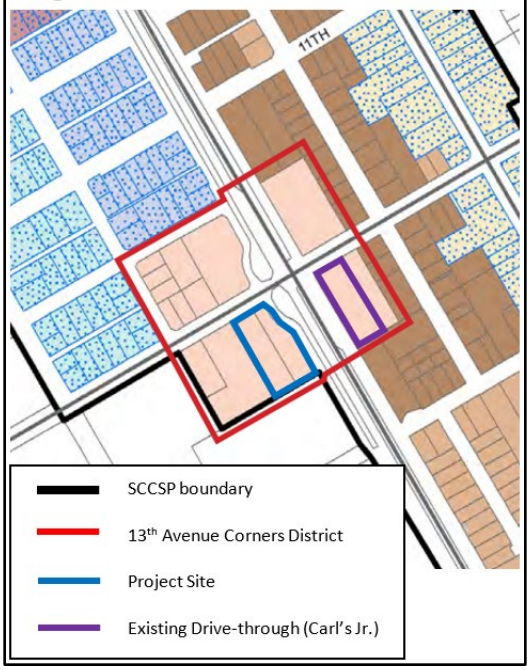
STAFF REPORT

BACKGROUND

On April 4, 2018, the City Council adopted the South Centre City Specific Plan ("SCCSP") (PHG15-0003). The SCCSP area is a pedestrian oriented environment meant to attract local and non-local visitors; provide integrated residential development in mixed use zones; and encourage additional residential opportunities throughout the area. Since its adoption, the SCCSP has been amended several times to reflect changes in land use patterns; address economic shifts; and to facilitate orderly development of the SCCSP area.

The project site is located within the 13th Avenue Corners District of the SCCSP, as shown in Figure 1. The project site sits adjacent to the SCCSP area boundary, and is surrounded by commercial development to the north and east, a religious facility to the west, and residential to the south (the residential uses are outside of the specific plan area). Surrounding zoning designations to the project site include Specific Plan (S-P) to the north, west, and east, and Mobile home Residential (R-T) to the south (refer to Attachment 1). The 13th Avenue Corners District vision entails enhancing these corners as a focal point in an effort to make it a destination for pedestrians and bicyclists.

Figure 1 – 13th Avenue Corners District



Within the 13th Avenue Corners District there currently is only one existing drive-through business: a Carl's Jr. located at the southeastern corner of W. 13th Avenue and Centre City Parkway. This business is addressed as 435 W. 13th Avenue and is an existing non-conforming drive-through business that was established prior to the adoption of the SCCSP and its current restriction on drive-through uses for this district. At this time, the SCCSP does not permit drive-through uses within the 13th Avenue Corners District, and any application for a new drive-through use would require an amendment to the SCCSP to authorize this type of land use.

The Planning Division received a request from 4G Development & Consulting representing Chick-Fil-A to process a Specific Plan Amendment and Conditional Use Permit for a drive-through restaurant business at 515 W. 13th Avenue. This proposed project site is located at the southwestern corner of W. 13th Avenue and S. Pine Street/Center City Parkway (as depicted in Figure 1) and would replace the current vacant restaurant use and associated parking/landscaping improvements.

In consideration of potential concerns about the concentration, location, and certain characteristics associated with new drive-through establishments, the proposed Specific Plan Amendment includes language to help control the intensity of this land use category type. These site-specific restrictions are to ensure its compatibility with surrounding uses, maintain it pedestrian connectivity, and limit this type of use.

SUMMARY OF REQUEST

An application for a Specific Plan Amendment, Conditional Use Permit, and Design Review Permit was submitted by 4G Development & Consulting, on behalf of Chick-Fil-A ("Applicant") for redevelopment of the site ("Project").

Additionally, the Project includes an Initial Study/Mitigated Negative Declaration for the proposed project located on a 1.4-acre site within the 13th Avenue Corners District of the South Centre City Specific Plan. Table 1 – Requested Entitlement and Typical Decision Makers outlines the requested entitlements and identifies their purpose.

Table 1: Requested Entitlements and Typical Decision Makers

Permit Name	Purpose	Typical Ultimate Decision Maker	Municipal Code Section
Specific Plan Amendment	Amend an adopted Specific Plan	City Council with recommendation by Planning Commission	Ch. 33 Article 61, Section 33-1265
Conditional Use Permit	Allow for land uses under specific conditions which assure that the use will not be detrimental to the public health, safety and welfare and will not impair the integrity and character of the surrounding areas	Planning Commission	Ch. 33, Article 61, Section 33-1201(a)
Design Review Permit	Regulate exterior appearance of buildings and site development	City Staff or Planning Commission*	Ch. 33 Article 64, Sec. 33-1354 and 33-1355(b)
*Planning Commission decision is required for design review proposals that are a part of an entitlement package requiring Commission review *and* entail new construction			

The proposed Project consists of four components which are further detailed below. The first component is a Specific Plan Amendment modifying the South Centre City Specific Plan to allow eating establishments with a drive-through via the Conditional Use Permit process within the 13th Avenue Corners District which currently prohibits this type of use. The second component is a Conditional Use Permit ("CUP") to permit the proposed drive-through use. The third component is a Design Review Permit to allow the construction of the 3, 124 square foot Chick-Fil-A restaurant, 1,026 square foot open-air outdoor dining area and associated site improvements with drive through operations. The fourth component is an Initial Study/Mitigated Negative Declaration ("IS/MND") checklist to review and analyze Project characteristics with the intent of identifying any potential impacts to the environment.

1. Specific Plan Amendment (PL23-0296)

The Specific Plan Amendment ("SPA") includes text changes to add a new land use category of "eating establishments with a drive-through" within the 13th Avenue Corners District subject to a Conditional Use Permit. Specifically, the SPA would modify Table 4.2 of the SCCSP to include the drive-through use via a CUP process and include the addition of Footnote #4 which would restrict the drive-through use-type on a site-specific basis for only the southwestern corner (i.e., the Project Site). The Specific Plan Amendment enables the review and consideration of the proposed CUP application.

The SPA would also revise language within Chapter 3 of the Specific Plan document for consistency purposes which pertains to district specific development standards. The changes would amend Sections 3.7.1 (Setting) to update and clarify the existing conditions; 3.7.4.1 (Design Guidelines) to clarify the pedestrian orientation; 5.3.3.1 (Development Standards) to clarify the new construction's visual presence and activities; and Appendix A - Definitions to specify that the limitations of a drive-through operation to only the southwest corner of the 13th Avenue Corners District (see Exhibit C of Resolution No. 2024-19 for proposed changes). As described above, the SPA would also modify the Table 4-2 matrix by incorporating Footnote #4 qualifying that drive-through operations would be permitted only at the southwest corner. A draft of the proposed text changes is included in strikethrough and underline under Attachment 2.

2. Conditional Use Permit (PL23-0297)

A Conditional Use Permit ("CUP") is required subsequent to the Specific Plan Amendment in order to establish a drive-through restaurant (i.e., Chick-Fil-A) at 515 W. 13th Avenue. The proposed drive-through restaurant consists of a 3,124 square foot building, site amenities, and parking and landscape improvements on a 1.4-acre site. The Project site is currently developed with a sit-down restaurant building that is currently vacant, as well as associated parking and landscaping. Since the proposed restaurant use would replace an existing restaurant, it is not anticipated to generate significant noise, traffic, lighting, or other impacts that would result in detrimental impacts to adjacent properties or uses than what was previously experienced.

3. Design Review Permit (PL24-0217)

As part of the Design Review Permit, decision makers would consider the overall visual neighborhood presence of the proposed development through review of the site elevations, building design, materials and accent colors, landscaping, and lighting scheme.

Planning staff conducted initial design review for the Project and reviewed the proposed design plans, schemes, plant materials and lighting on October 11, 2023, as well as the building and site redesign on April 30, 2024, for general consistency and compatibility with the design intent and standards of the 13th Avenue Corners District. The revised design altered the restaurant operation to an outdoor-only dining model, with both drive-through and walk-up ordering. The redesign resulted in a smaller building and increased outdoor dining area. The smaller building's mass, architectural style, blend of colors and materials, along with native plantings, are designed to be complimentary with the surrounding area. The completion of the Project would result in a redeveloped site consisting of a new building, redesigned pedestrian circulation, enhanced landscaping, redesigned parking areas, and a new restaurant use. The proposed plans for the Project are protected by copyright and are not available for public review digitally. However, the applicant has supplied the Project site plan for context, which can be found under Attachment 3.

4. Initial Study/Mitigated Negative Declaration

An Initial Study Checklist was prepared for the Project and proposed improvements. A Draft Initial Study and Mitigated Negative Declaration ("IS/MND") identified any potentially significant areas of impact, such as Cultural Resources and Tribal Cultural Resources. The Draft IS/MND was circulated for public review for 30 days (August 13, 2024 – September 16, 2024). No comments were received during the public review period. Mitigation measures

have been identified that would reduce all potential impacts to a less-than-significant level. Therefore, preparation of an Environmental Impact Report is not required.

SUPPLEMENTAL DETAILS OF REQUEST

		Minimum Required	Provided
1.	Property Size: 1.40 gross acres		
2.	Building Height	45'-0"	22'-0" (one-story)
3.	Building Coverage	None	.05
4.	Motor Vehicle Parking:	20 off-street spaces	56 off-street spaces
5.	Setbacks:		
	a. Front Yard:	10'-0" min. – 20'-0" max.	10'-0" (W. 13th Ave.)
	b. Street Side:	10'-0" min. – 20'-0" max.	20'-0" (S. Pine Street)
	c. Side Yard:	0'-0"	64'-0" (Church)
	d. Rear Yard:	5'-0"	~180'-0" (Residential uses)
6.	Trash:	1 covered enclosure	1 covered enclosure

PROJECT ANALYSIS

1. General Plan Conformance:

    a. Land Use and Community Form:

    The Project site is located within the South Centre City Specific Planning Area ("SPA 15") as identified in the City's 2012 General Plan. The SPA 15 area is governed by the adopted South Centre City Specific Plan, which encompasses approximately 420 gross acres. The proposed Project conforms to several policies outlined in the Guiding Principles for the SPA 15 area, which focus on incorporating smart growth developments and walkable connections; preservation of the area's character; and developing an economically vital center to residents and non-residents. The Project would activate the Project site by removing an existing closed restaurant and replace it with a new restaurant designed to accommodate both vehicles and pedestrians. The proposed Project provides dining options to an area of the South Centre City Specific Plan with surrounding residential uses in the vicinity that would be accommodated by the pedestrian scale of the Project design. This pedestrian-oriented design seeks to provide an open-air dining experience with walk-up service. Therefore, the proposed Project is consistent with the vision outlined in the City's 2012 General Plan.

    In accordance with CEQA Guidelines, an Initial Study/Mitigated Negative Declaration ("IS/MND") was prepared for the project. The preparation of the environmental review in accordance with CEQA Guidelines and Article 47 of the Escondido Zoning Code ensures the Project's consistency with the General Plan's Environmental Review Goal 18.

b. Economic Prosperity:

The Project is consistent with policies outlined in the Economic Prosperity chapter of the City's 2012 General Plan:

Employment Acreage Policy 1.4 Promote quality economic development that fosters job availability, economic revitalization, and tax revenues.

The Project would allow for additional employment (short/long term) opportunities within the SCCSP area that are walkable and bikeable to many of the area residents. The proposed restaurant use is replacing an existing vacant restaurant and is not anticipated to generate noise, traffic, lighting, or other impacts that would be detrimental to adjacent properties or uses than what was previously experienced.

2. Zoning or Specific Plan Conformance:

The Project site is governed by the South Centre City Specific Plan ("SCCSP"). Specific Plans are documents designed and written to implement the goals and policies of a general plan. The vision for the SCCSP includes developing the specific plan area with attractive design and economically viable development. Goals of the SCCSP include developing neighborhood-serving specific commercial uses, as well as preserving and enhancing commercial development key nodes. The 13th Avenue Corners District is identified as a key commercial node that seeks to improve this specific intersection (Centre City Parkway and 13th Avenue) for the purposes of enhancing safety and increasing pedestrian and bicycling opportunities and amenities. While the Project would entail permitting of a drive-through use, the Project design integrates key pedestrian-oriented features intended to serve the surrounding neighborhoods and local uses. These include facets of the Project design not typically seen in intensive auto-oriented areas, such as a smaller building design with walk-up ordering only; an enlarged outdoor dining area; identified pedestrian access from both street frontages--including striped pedestrian crosswalks on-site; and enhanced landscaping and buffering of the outdoor dining area from the drive-aisles. Therefore, the proposed Project is consistent with the vision and goals of the SCCSP.

3. Climate Action Plan Consistency:

Projects that are consistent with the CAP, as determined through the use of the CAP Consistency Checklist, may rely on the CAP for the cumulative impact analysis of greenhouse gas ("GHG") emissions. Projects that are not consistent with the CAP must prepare a comprehensive project-specific analysis of GHG emissions, including quantification of existing and projected GHG emissions, incorporation of the measures in the Consistency Checklist to the extent applicable, and demonstration of consistency with the City's VMT threshold. Cumulative GHG impacts could be significant for any project that is not consistent with the CAP.

The CAP Consistency Checklist identifies project types which are determined to emit fewer than 500 metric tons of Carbon Dioxide equivalent ("MTCO2e"), which is the typical CAP threshold used

for determining whether a project must prepare a project-specific GHG analysis. While the proposed Project would construct a 3,124 square feet restaurant facility, during the course of the environmental review process, the Project was determined to be over the CAP screening threshold of 500 MTCO2e per year. As such, the Project is required to showcase and explain consistency to the applicable CAP measures, and the Project has demonstrated consistency with all applicable measures from the CAP as detailed in the Initial Study/Mitigated Negative Declaration.

4. Site Design:

a. Grading, topography, walls, and fencing

As proposed, the Project requires re-grading due to the previously disturbed nature of the site. The presence of the existing structure developed on a relatively flat site, with existing landscaping and parking areas, results in the proposed Project not requiring significant grading. The internal walls associated with the proposed Project are along the easterly edge of the outdoor dining area/trash area due to elevation change (this includes a pedestrian/safety fence) and drive-aisle lanes to address visual and lighting concerns. The drive-aisle wall encompasses the operational concern of the drive-through and car lights/glare extending beyond the Project site onto S. Pine Street/City Centre Parkway and W. 13th Avenue. The proposed design includes a three-foot visual wall with cap that extends along the drive-aisle lanes and ties back into the structure at the northern edge. Landscaping enhancements are also incorporated along the proposed wall design and behind sidewalk edge to further block and/or filter car lights. The proposed Project is also constructing a six-foot masonry block wall along the westerly edge of the project site, that will address the visual, noise, and light/glare extending into the religious facility property. No other grading or fencing is proposed for the Project.

b. Project Access and Circulation

The Project site would continue to maintain access from two existing driveways, one on S. Pine Street, and the main entrance on W. 13th Avenue. These points of entry and exit would feed into the internal parking lots, which would then feed into the dual-lane drive-through. The site design provides sufficient stacking area to ensure the drive-through would function without impairing on-site or off-site circulation. Internal circulation is designed to prevent spillover from the drive-through patrons onto the main ingress/egress from W. 13th Avenue. The pedestrian circulation design seeks to minimize conflicts with vehicles using the drive-through lanes, while providing two points of access to the proposed restaurant from the existing sidewalk within the public right-of-way.

c. Building Orientation, Height, and Mass

The proposed Project would replace the existing large scale and bulky restaurant building (31-foot building height and 9,558 square feet) with a restaurant building of reduced profile, massing, and smaller in scale (22-foot building height and 3,124 square feet). The proposed architectural design includes complimentary color schemes with a satisfactory mixture of materials and visibility (into and from the site), and satisfies requirements for screening of rooftop HVAC units. The restaurant's façades along W. 13th Avenue (i.e., the primary street) and S. Pine Street would include large

windows which would allow clear views of the interior of the restaurant. The Project incorporates the use of lattice screening (low/high height) for the open-air dining area and ordering/pickup areas as a means to screen effectively without creating visual bulk and overt massing. This proposed lattice screening would facilitate visual transparency and interest into the site and the new development.

The Project includes an outdoor ordering system for the drive-through use component of the facility. Part of the building's reorientation to the northeast corner of the site ensures adequate distance between the adjacent residential uses directly to the south and potential noise source. The proposed speaker box and ordering area is approximately 165-feet away from the rear property line. Additionally, an existing masonry block wall exists at the southern property line, further shielding the adjacent uses to the south from potential noise issues associated with the speaker box.

d. Open Space and Landscaping

The proposed landscape plan provides a variety of existing and/or proposed trees, native shrubs and groundcovers that seek to enhance the Project design and meet the City's design applications, while providing adequate screening of the parking lot areas, the drive-through facility, and the new trash enclosure. The conceptual landscape design plans incorporate community design concepts and implement appropriate landscape palettes, color schemes, and consistent public right of way enhancements. The proposed landscape design proposes screening where appropriate, and encourages the use of drought tolerant or native plant materials. The landscape designs include complimentary use of plants, colors, shade trees, and buffer plantings. The proposed Project entails planting 35 shade trees as part of the internal site design, and five additional street trees along S. Pine Street. The irrigation system incorporates water conservative measures and devices, and would install flow and rain sensors to reduce water usage consistent with Article 62 of the Zoning Code.

e. Parking and Bicycle Spaces

The proposed Project would replace the existing 88 parking spaces with 56 parking spaces that consists of 40 standard spaces, three designated EV spaces (including one van space), 10 EV ready spaces and three handicap spaces (including one van space). In addition, the site plan includes eight short-term bicycle spaces and two long-term bicycle storage spaces located within a structure near the outdoor dining area. While the proposed Project would reduce existing parking on-site, the proposed 56 parking spaces exceeds the required parking for the proposed use by 36 spaces.

5. Building Design:

a. Building Design and Materials

In an effort to create a more pedestrian-oriented and engaging site design, the Applicant sited the proposed restaurant closer to the corner of W. 13th Avenue and S. Pine Street. The restaurant design includes various architectural building elements and articulation, including wood siding, dark

bronze aluminum canopy/awning, varying colors of painted stucco, and illuminated restaurant identification signage (under a separate sign permit) on the building. A covered canopy would be provided over the drive-through ordering area and meal delivery area. A walk-up canopy would be located on the west side of the restaurant which would handle both phone-in, pick-up, and on-site orders. Additionally, lattice screening would be located to the north, south, and southeast of the restaurant to enhance the design while simultaneously providing adequate screening. Specifically, the design includes low lattice screening along the eastern portion of the outdoor dining area, and full height lattice screening along the western portion of the outdoor dining area, meal pick up window, and the drive-through speaker box location. Attachment 4 of this staff report provides colored elevations depicting the proposed design along with day and night renderings for reference.

FISCAL ANALYSIS

The Applicant will be responsible for payment of all applicable development impact fees.

ENVIRONMENTAL ANALYSIS

The California Environmental Quality Act ("CEQA") applies to proposed projects initiated by, funded by, or requiring discretionary approvals from state or local government agencies. CEQA Guidelines Section 15367 states that a lead agency, in this case the City of Escondido, is the agency that has the principal responsibility for carrying out or approving a project and is responsible for compliance with CEQA. As lead agency, the City must complete an environmental review to determine if implementation of the Project would result in significant adverse environmental impacts. In compliance with CEQA, an Initial Study ("IS") has been prepared to assist in making that determination. Based on the nature and scope of the Project and the evaluation contained in the IS environmental checklist, the City has concluded that a Mitigated Negative Declaration ("MND") is the appropriate level of analysis for the Project.

As provided in CEQA Statute Section 21064.5, and stated in CEQA Guidelines section 15070, an MND can be prepared when "(a) the initial study shows that there is not substantial evidence, in light of the whole record before the agency, that the project may have a significant effect on the environment, or (b) the initial study identifies potentially significant effects, but (1) revisions in the project plans or proposals made by, or agreed to by the applicant before a proposed mitigated negative declaration and initial study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur; and (2) there is no substantial evidence, in light of the whole record before the agency, that the project as revised may have a significant effect on the environment." The MND prepared for the Project identified potentially significant impacts in the areas of Cultural Resources, and Tribal Cultural Resources. However, through incorporation of mitigation measures, the impacts can be reduced to a less-than-significant level.

A Draft Initial Study/Mitigated Negative Declaration ("IS/MND") was prepared for the proposed Project and identified any potentially significant impacts associated with the Project, such as impacts to Cultural Resources and Tribal Cultural Resources. The Draft IS/MND was circulated for public review for 30 days (August 16, 2024 – September 16, 2024), and the City received no comments during the public review period. Mitigation measures have been identified that would reduce all potential impacts to a less-than-significant level. Therefore, preparation of an Environmental Impact Report is not required and an IS/MND is the appropriate level of environmental review.

PUBLIC INPUT

The Project was noticed consistent with the requirements of both the Escondido Zoning Code (Article 61, Division 6) and the State Law. At the time of writing this staff report, City staff have not received any correspondence from the public regarding the proposed Project.

CONCLUSION AND RECOMMENDATION

The Project includes the redevelopment of a vacant building, and would permit a new land use that is consistent with the goals and policies of the South Centre City Specific Plan, and the City's 2012 General Plan. The Specific Plan Amendment would permit eating establishments with a drive-through via a Conditional Use Permit, allowing for the City to exercise discretionary review of applications for any future proposed uses. Furthermore, the subject site is appropriate for a drive-through use as the site is an existing closed restaurant with existing adequate access, and utility services on-site. The Project complies with the standards as required by the Specific Plan. An environmental review analyzed any potential impacts under the California Environmental Quality Act ("CEQA") guidelines, and any identified impacts may be considered less than significant with mitigation incorporated. The proposed building meets all of the development standards for the subject zone as required by the SCCSP. Based on the Project as proposed, the proposed drive-through use is compatible with the surrounding 13th Avenue Corners District uses and appropriate for the site, and therefore City staff recommend approval of the proposed Project.

Based on the analysis contained in this staff report, Planning staff recommend the Planning Commission adopt Resolution No. 2024-19, recommending the City Council approve the Project as proposed.

ATTACHMENTS

1. Location, General Plan Land Use Designation, and Zoning District Maps
2. Draft Specific Plan Amendment text in strikethrough and underline (excerpted pages only)
3. Site Plan
4. Colored Renderings
5. ~~Draft Planning Commission Resolution No. 2024-19 including Exhibits "A" – "G"~~

CITY of ESCONDIDO

STAFF REPORT

Attachment 1

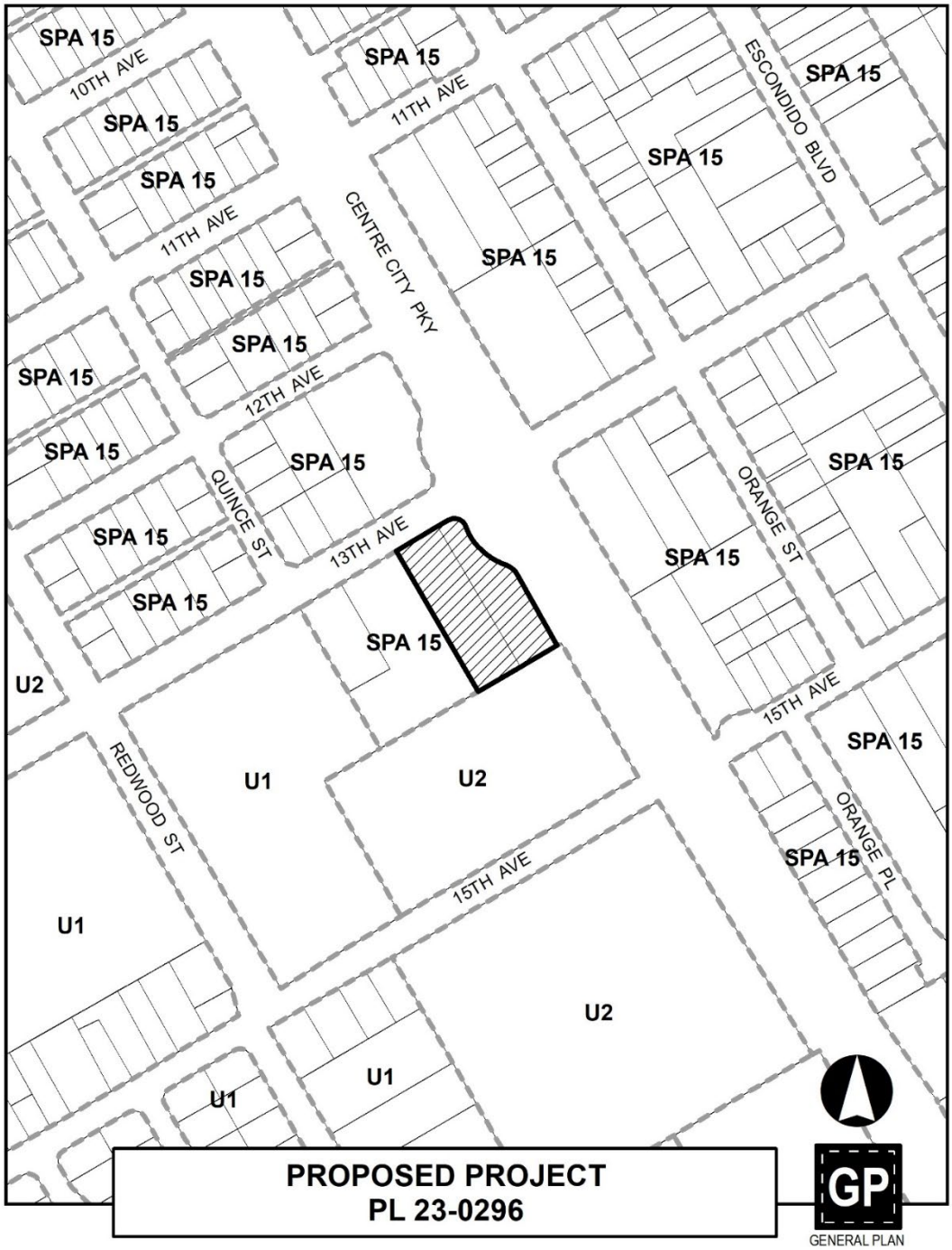
PLANNING CASE NOS. PL23-0296/PL23-0297/PL24-0217

Location, General Plan Land Use Designation, and Zoning District Maps

CITY of ESCONDIDO

STAFF REPORT

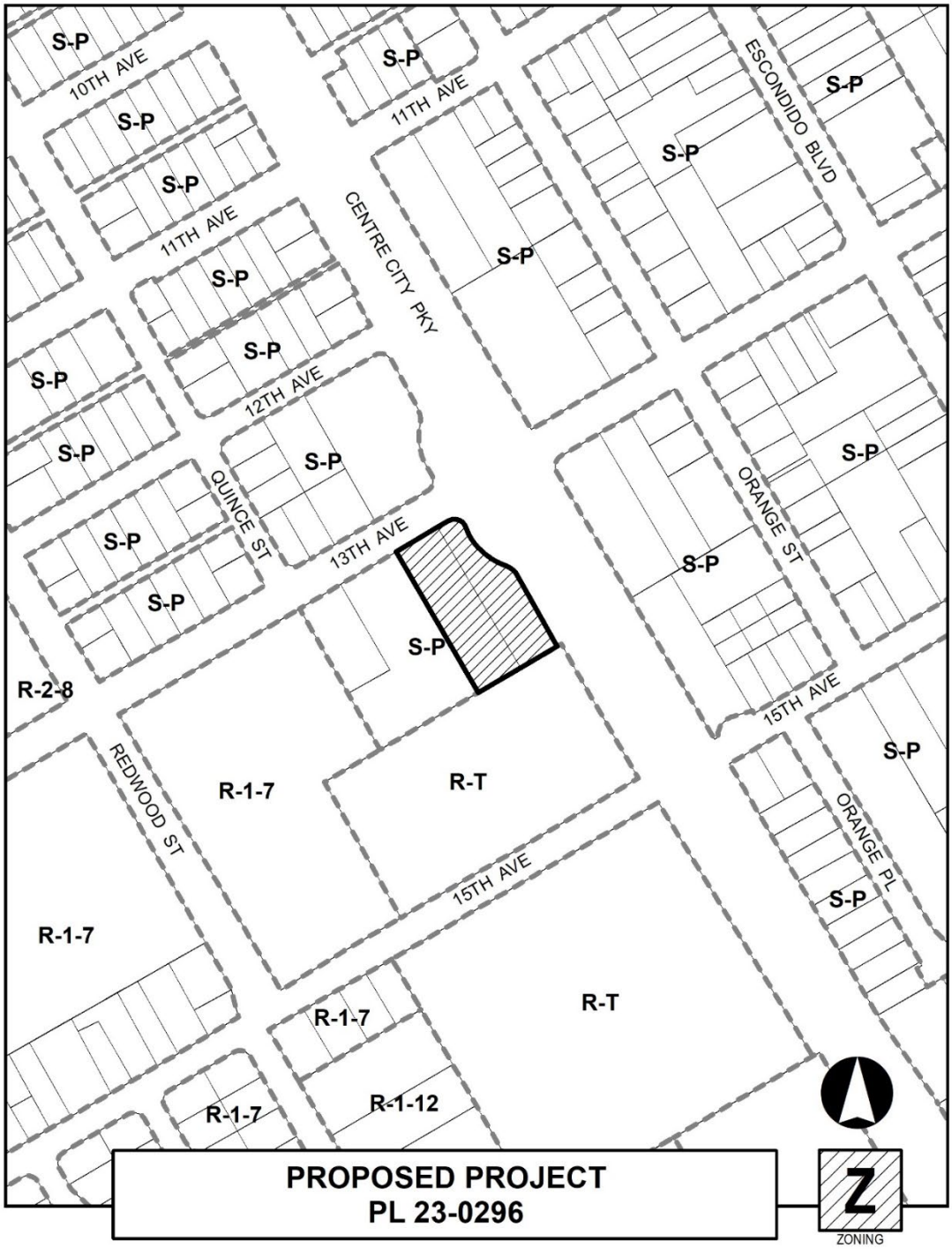
General Plan Land Use Designation



CITY of ESCONDIDO

STAFF REPORT

Zoning Districts



3.7 13TH AVENUE CORNERS DISTRICT

3.7.1 Setting.

Located at the intersection of Centre City Parkway and 13th Avenue, this 9-acre District consists of the parcels that create four commercially designated "corners" of the intersection. ~~Current uses~~ Existing uses at the time of this plan's adoption on the west side of the intersection include ~~are~~ a Sprouts grocery store and a sit-down casual restaurant. On the east side of Centre City Parkway ~~is~~ a strip-commercial center and fast-food outlet on one corner, and on the remaining corner is a building that was previously a single-story motel, ~~now~~ occupied by a camper sales business.

3.7.2 13th Avenue Corners District Vision.

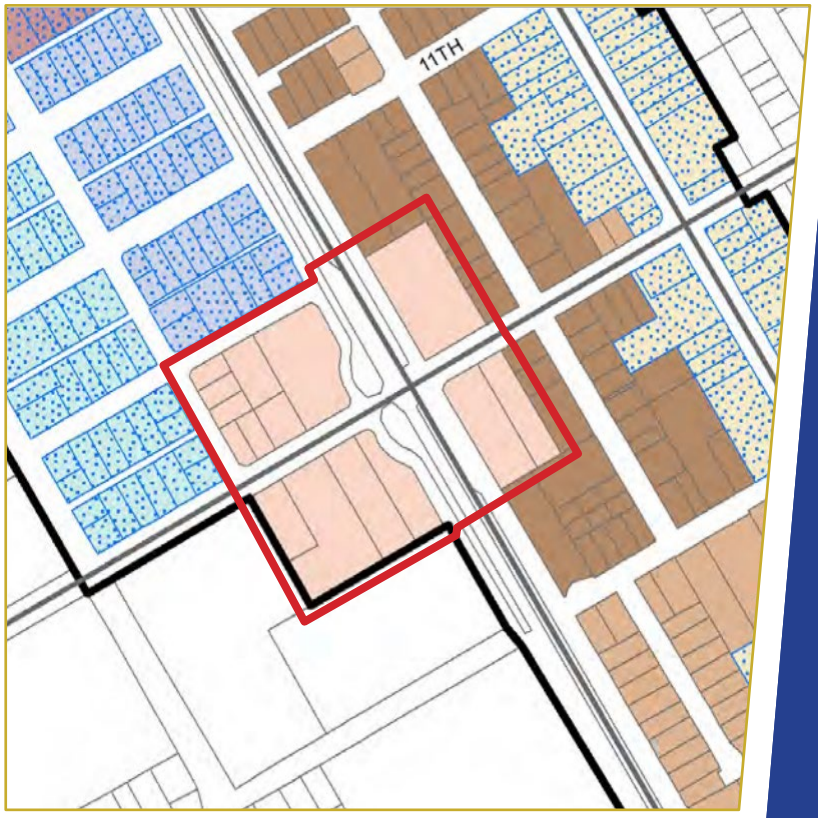
As one of the signalized intersections along South Centre City Parkway, the 13th Avenue Corners District is a focal point along the corridor. The Pine Street Pathway is an important component of the identity of this District, making it a destination for pedestrians and bicyclists. Both public and private right-of-way will be activated along the western side of Centre City Parkway by providing amenities desirable to users of the recreational trail and commercial businesses, such as parcourse exercise equipment, play structures, and benches for enjoying the nearby food offerings, and for social interaction.

Enhanced pedestrian crosswalks are attractive, improve safety, and encourage walking in the area. Bicycle crossings are separated from the pedestrian crossings for safety of both groups of users. A unique landscape theme unifies the four corners of the district, adding to the ambiance and appearance. A public art program at this intersection further enhances the appearance of the 13th Avenue Corners and defines the district as distinct and unique. A robust wayfinding program that incorporates elements of public art further encourages walking, bicycling, and use of the nearby transit stop at the intersection of 13th Avenue and Escondido Boulevard.

3.7.3 13th Avenue Corners District Concepts.

3.7.3.1 Land Use Concepts.

The following land use concepts highlight some of the key ways land use will help achieve the vision for this district. See the Land Use Table in Chapter 4 for permitted uses in the 13th Avenue Corners District.



Encourage underutilized property to redevelop.

The property at the northeast corner of Centre City Parkway and 13th Avenue is likely to redevelop over the life of the Specific Plan. Commercial development at this location is envisioned to be consistent with the other three corners of this intersection. The attractive design, character and setbacks of the existing southwest commercial building will be replicated on this parcel. Redeveloping this property is an ideal opportunity to tie the four corners together with a combination of public and private improvements

3.7.3.4 Parks, Recreation, and Open Space Concepts.

Strategically link the Pine Street Pathway to commercial uses. Integrating picnic tables or benches for resting in the lesser-used eastern part of the grocery store parking lot with the Pine Street Pathway would promote greater use of the nearby recreational amenities.

3.7.4 District Specific Development Standards and Design Guidelines.

3.7.4.1 Development Standards.

1. Landscaping along Centre City Parkway shall be “canopy” restorative to the extent practicable, to the satisfaction of the Director of Community Development. For meeting the intent of the section, a buffer yard shall be provided along the entire frontage and feature a strong collection of industry and canopy trees.
2. Refer to Chapter 5 for Development Standards.

3.7.4.1 Design Guidelines.

1. Infill development at the northeast corner of Centre City Parkway and 13th Avenue is anticipated during the life of the plan. Redevelopment of this corner should be consistent with the setbacks and design character of (existing objective pedestrian-oriented development) southwest corner commercial building.
2. All corners of the intersection of 13th Avenue and Centre City Parkway should have consistent and compatible landscaping to emphasize the intersection as a key commercial destination along 13th Avenue and Centre City Parkway.
3. Provide pedestrian amenities at landscape corners and along the Pine Street Pathway, such as wayfinding signs or information kiosks.
4. Provide interesting outdoor pedestrian destinations such as public art, plazas, food courts, tables, benches, and/or other site amenities.

2. Rooftop deck, patio, or shade structure
3. Vegetation associated with rooftop deck or garden
4. Skylights
5. Solar panel, wind turbine, rainwater collectors
6. Rooftop screening equipment

5. An attic does not count as a story where 50% or more of the attic floor area has a clear height of less than 7.5 feet, measured from the finished floor to the finished ceiling.
6. A basement with 50% or more of its perimeter wall area (measured from finished floor elevation) surrounded by finished grade is not considered a story.

5.3.2.2 Design Guidelines.

1. Provide massing breaks along wall expanses. Avoid box-like building mass and form with large expanse of solid unbroken surfaces.
2. “Franchise architecture” is strongly discouraged.
3. Architectural gimmicks, such as distinctive roof shapes, that sacrifice the integrity of a streetscape to promote a single structure or development should be avoided.
4. Larger projects should be designed to emulate the existing rhythm and scale of the South Escondido and 9th Avenue Overlay Districts.

5.3.3 Architecture.

5.3.3.1 Development Standards.

1. For commercial facades, at least 60% of the total area of the first-floor facade facing the primary street shall be window display or otherwise provide for visual transparency into the publicly accessible activities of the building. Projects proposing less than this amount may seek alternative compliance through an Administrative Adjustment provided that the intent of the Specific Plan is met or exceeded in some way, to the satisfaction of the Director of Community Development.
2. Walls exposed to side streets or pedestrian passageways between buildings shall have doors and/or windows, or fixed glazing areas of at least 30% of the total surface area of the wall facing these open spaces.
3. Storefronts shall accentuate the structural bays of the building and allow for clear views of the interior of the commercial business at the ground level.

Building materials, supplies, and hardware.
The retail sales of lumber, heating/air conditioning, plumbing, electrical, floor covering and installations, paint, glass, wallpaper, home improvement items, and other similar merchandise. Does not include outdoor storage.

Build-to-Line (BTL).
A line parallel to the property line where the façade of the building is required to be located. The BTL is measured from the property line unless otherwise specified. Building articulation that does not exceed 12" in depth meets the definition of the BTL.

Build-to-Line Range (BTLR).
A pair of lines parallel to the property line that establishes the range within which a percentage of the façade of the building is required to be located. A Build-to-Line Range (BTLR) may have a minimum BTL (BTL-MIN), which is the line that is closest to the specified property line, and a maximum BTL (BTL-MAX), which is the line that is farthest from the specified property line.

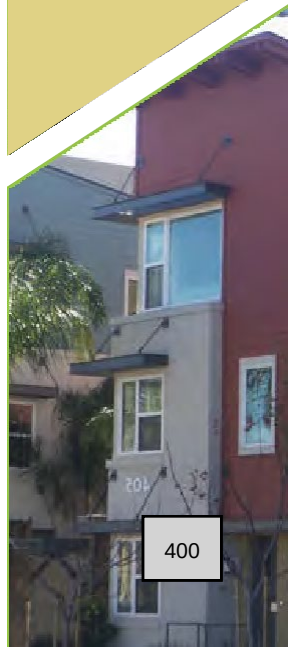
Car wash.
Permanent, self-service and/or attended car washing establishments, including fully mechanized facilities. May be stand-alone or accessory to another auto-related use, such as a gasoline station. May include detailing services. Does not include temporary car washes for fund-raising activities.

Community Garden.
A single piece of land or open space where participants share in the maintenance and products of the garden, utilizing either individual or shared plots on private or public land, while producing fruit, vegetables, and/or plants that are grown for attractive appearances.

Craft brewery, winery, or distillery.
A small-scale facility where beer, malt beverages, wine, or spirits are made on-premises and then sold or distributed, and which produces 15,000 barrels (or equivalent gallons) per year or less. Its products are primarily intended for local and/or regional consumption. The brewer may sell to a retailer or directly to a customer. Retail sales to the public is limited to incidental use as provided for in Sec. 33-567. (Incidental uses) of the Escondido Zoning Code.

Eating establishments, all types.
An establishment providing food service from an on-site operating commercial-grade kitchen, and/or dessert service from an on-site operating commercial-grade freezer/refrigerator with or without incidental sales of alcoholic beverages, including full-service, limited service, take-out, etc., and outdoor dining. Does not include drive-through service (except as allowed on southwest corner within the W. 13th Avenue Corners District, where drive-through service is permitted) and amplified entertainment or dancing.

General retail sales.
Includes new goods and merchandise sold in department stores, drugstores/pharmacies, and retail establishments selling items such as apparel/accessories/shoes (including incidental shoe repair), toys, flowers, gifts, stationery, jewelry, leather, dishware/glassware/ kitchenware, handcrafts/arts and crafts, yardage goods, pets/pet supplies, art/hobby supplies, automobile supply (without installation), music (including incidental recording, instruction, and instrument repair), books/magazines/newspapers, video sales/ rental, sporting goods (includes bicycles, golf, camping, hunting/ammunition/firearms, fishing, surfing, etc.), small household appliance sales and incidental service, cameras/photographic supplies, electronics/office business, and other similar retail goods and incidental services NEC. Prohibited uses include uses classified more specifically in this section, retail uses with across-the-board maximum pricing/"everything



LAND USES	WEST MERCADO DISTRICT		9TH AVE OVERLAY	13TH AVE. CORNERS DISTRICT	FELICITA DISTRICT	ESCONDIDO BOULEVARD DISTRICT		SOUTHERN ENTRY DISTRICT	
	WM General	WM Commercial				EB Mixed-Use Overlay	EB Commercial	SE Commercial	SE Mixed-Use Overlay
• Tractor or heavy truck sales, storage, rental (Subject to Article 57 of the EZC)	CUP	---	---	---	---	---	---	---	---
Food and liquor:									
• Food stores (grocery, produce, candy, baked goods, meat, delicatessen, etc.), with general license for off sale of beer and wine	---	P	P	P	P	P	P	P	P
• Liquor store, packaged (off-sale alcoholic beverages)	---	---	---	CUP	CUP	CUP	CUP	CUP	CUP
EATING AND DRINKING ESTABLISHMENTS									
Eating establishments (Includes outdoor dining in conjunction with an approved eating establishment, Subject to Article 57):									
• Without incidental on-sale beer and wine and/or on-sale general licenses.	---	P	P	P	P	P	P	P	P
• With incidental on-sale beer and wine and/or on-sale general licenses, including microbreweries.	---	P	P	P	P	P	P	P	P
• With indoor amplified entertainment or dancing.	---	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP
• Auto-oriented (drive-in, drive-through) (Subject to Section 33-341 of the EZC)	---	CUP	----	---[4]	CUP	---	---	---	---
Drinking establishments, wine and beer tasting establishments, bars, taverns, and nightclubs, with or without live entertainment and/or dancing. Includes comedy clubs, magic clubs, etc., with or without alcoholic beverages.	---	CUP	---	CUP	CUP	CUP	CUP	CUP	CUP
Specialized food from pushcarts (Subject Section 33-342 of the EZC)	---	P	P	P	P	P	P	P	P
Specialized open-air food service court or concession food gallery	---	---	CUP#	---	CUP#	---	---	---	---

Notes

P = Permitted
CUP = Conditional Use Permit Required
CUP# = (Minor)
PD = Planned Development Permit Required
--- = Not Permitted

LAND USES	WEST MERCADO DISTRICT		9TH AVE OVERLAY	13TH AVE. CORNERS DISTRICT	FELICITA DISTRICT	ESCONDIDO BOULEVARD DISTRICT		SOUTHERN ENTRY DISTRICT	
	WM General	WM Commercial				EB Mixed-Use Overlay	EB Commercial	SE Commercial	SE Mixed-Use Overlay
• Major	---	---	---	---	---	---	---	---	---
Live entertainment	---	CUP#	CUP#	CUP#	CUP#	CUP#	CUP#	CUP#	---
Public art displays, murals, sculptures, and other visual art	P	P	P	P	P	P	P	P	P
Outdoor display	(Subject to the EZC)	(Subject to the EZC)	(Subject to the EZC)	(Subject to the EZC)	(Subject to the EZC)	(Subject to the EZC)	(Subject to the EZC)	(Subject to the EZC)	(Subject to the EZC)
Outdoor storage:									
• Miscellaneous storage fully screened (NO CARS)	P	P	P	P	P	P	P	P	P
• Vehicles and fleet vehicle storage (overnight or after normal business hours, or for rent) less than or equal to 10% of all parking provided for that use	P	P	P	P	P	P	P	P	P
• Vehicles and fleet vehicle storage (after normal business hours) more than 10% of all parking provided for that use	CUP#	CUP#	CUP#	CUP#	CUP#	CUP#	CUP#	CUP#	CUP#
• Vehicles used for business operations and deliveries during normal business hours	P	P	P	P	P	P	P	P	P
Sustainable accessory uses as described in Chapter 8	P	P	P	P	P	P	P	P	P
Urban agriculture	CUP#	CUP#	CUP#	CUP#	CUP#	CUP#	CUP#	CUP#	CUP#

Notes

P = Permitted
CUP = Conditional Use Permit Required
CUP# = (Minor)
PD = Planned Development Permit Required
--- = Not Permitted

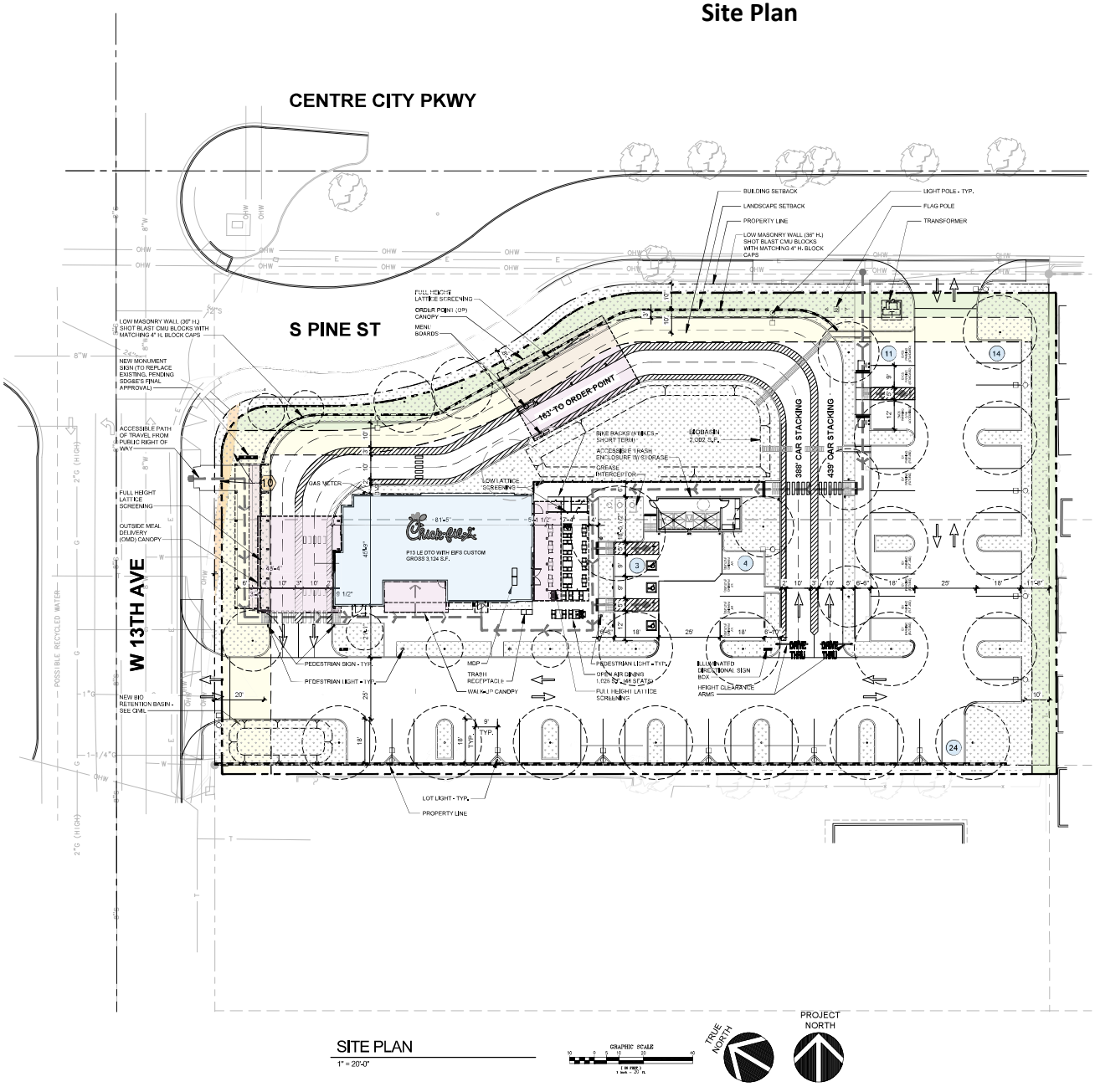
Notes:

Refer to the base zone for primary, accessory, and temporary uses not otherwise specified, unless specifically prohibited.

With the adoption of this Specific Plan, nonconforming uses and structures shall be subject to the provisions of the EZC.

1. Within the Mixed-Use Overlay in the 9th Avenue Overlay District, the South Escondido Boulevard District, and the Southern Entry District, stand-alone, multi-family residential, and mixed-use (commercial with residential) is permitted by approval of a Plot Plan.
2. Mixed-Use development requires a Plot Plan as provided for in (Article 61) of the Zoning Code.
3. Refer to Chapter 4.2 for a discussion on the land use table and methodologies in determining permitted land uses for each district and subarea.
4. Except on the southwest corner (W. 13th Avenue and S. Pine Street) where drive-through service is permitted.

Site Plan



SITE PLAN
1" = 20'-0"

GRAPHIC SCALE

TRUE NORTH

PROJECT NORTH

SITE INFORMATION

OCCUPANCY:	A2 (RESTAURANT)
FIRE SPRINKLER:	N/A
CONSTRUCTION TYPE	V-B
SITE AREA:	61,090 SQ. FT. (1.402 ACRES)
BUILDING AREA:	3,124 SQ. FT.
OPEN-AIR DINING AREA:	1,026 SQ. FT.
LANDSCAPE AREA:	18,083 SQ. FT.
FAR:	5.1 %
ZONING:	S-P : SPECIFIC PLAN AREA, SPA 15 : SOUTH CENTRE CITY SPECIFIC PLAN, 13TH AVE. CORNERS DISTRICT
APN:	236-161-07-00 & 236-161-06-00

PARKING CALCULATION

PARKING SPACES REQUIRED:	22
BASIS:	20 SPACES/ 4,000 SF + 1 SPACE/ ADDITIONAL 100 SF
BUILDING AREA :	3,124 SF
OPEN AIR DINING AREA:	1,026 SF
TOTAL AREA :	4,150 SF (> 4,000 SF)
PARKING SPACES NEEDED:	22 SPACES
PARKING SPACES PROVIDED:	56
STANDARD SPACES:	40 (NO COMPACTS)
ACCESSIBLE SPACES:	3 (1 VAN ACCESSIBLE)
EVCS SPACES:	3 (1 VAN ACCESSIBLE)
EV READY:	10 (FUTURE EV)
TOTAL SHORT-TERM BICYCLE SPACE REQUIRED - 5% OF PARKING STALLS :	3 SPACES
TOTAL SHORT-TERM BICYCLE SPACES PROVIDED:	8 SPACES
TOTAL LONG-TERM BICYCLE SPACE REQUIRED - 5% OF 20 STAFF PARKING STALLS :	1 SPACE
TOTAL LONG-TERM BICYCLE SPACES PROVIDED:	2 SPACES (INSIDE BUILDING)
TOTAL CAR STACK SPACES PROVIDED:	41

EASEMENT NOTES

(10) AN EASEMENT FOR PUBLIC UTILITIES, INGRESS AND EGRESS AND INCIDENTAL PURPOSES, RECORDED MAY 25, 1976 AS INSTRUMENT NO. 1976-157930 OF OFFICIAL RECORDS.

LEGEND

PROPOSED LANDSCAPE AREA:	
NEW CONC. SIDEWALK	
PROPERTY LINE:	
PROPOSED CFA WORK LIMIT :	
PROPOSED CANOPY AREA	
NEW CONC. CURB:	
PATH OF TRAVEL	
NUMBER OF PARKING SPACES:	(X)

SITE STATISTICS

56 PARKING SPACES TOTAL (20 SPACES REQUIRED)
LOADING ZONE : NOT REQUIRED FOR BUILDING UNDER 10,000 SF
CAR STACK LENGTH: 827 FT TOTAL (41 CARS)
ORDER POINT: 163 FT INNER LANE (8 TH CAR)

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

crho architects
1039 E. 17th Street
3rd Floor - Suite 301
Santa Ana, CA 92705
Phone 714.892.1034

CHICK-FIL-A
SWC of W 13TH & CENTRE CITY
515 W. 13TH AVENUE
ESCONDIDO, CA

STORE # 05524

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
	07-24-23	CUP Submittal
1	10-19-23	CUP Resubmittal
2	05-03-24	CUP Resubmittal
3	05-28-24	CUP Resubmittal
4	07-12-24	CUP Resubmittal

ARCHITECT'S PROJECT # 23-188
PRINTED FOR CUP Resubmittal
DATE 07-12-24
DRAWN BY FP

Information contained on this drawing and in all digital files produced for above named project may not be reproduced in any manner without express written or verbal consent from authorized project representatives.

SHEET
SITE PLAN

SHEET NUMBER
SP-1

CUP RESUBMITTAL

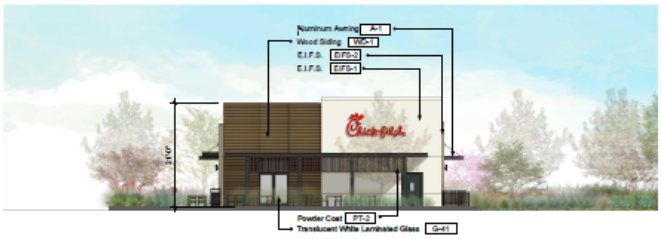
CITY of ESCONDIDO

STAFF REPORT

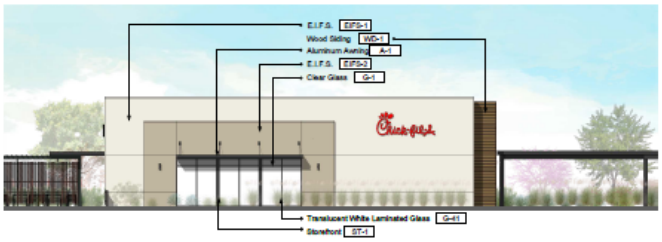
Attachment 4

PLANNING CASE NOS. PL23-0296/PL23-0297/PL24-0217

Colored Renderings



EAST ELEVATION



NORTH ELEVATION

WEST ELEVATION

SOUTH ELEVATION

NORTH EAST VIEW

CITY of ESCONDIDO

STAFF REPORT

SOUTH EAST VIEW

NORTH EAST BIRD'S EYE VIEW

OUTDOOR DINING – DAY VIEW

CITY of ESCONDIDO

STAFF REPORT

OUTDOOR DINING – NIGHT VIEW

S PINE STREET FRONT - DAY VIEW

S PINE STREET FRONT - NIGHT VIEW

ATTACHMENT 3

PLANNING CASE NOS. PL23-0296/PL23-0297/PL24-0217

Final Initial Study/Mitigated Negative Declaration

Due to the number of pages of Attachment 3 links have been provided for review of the following items:

The Final Initial Study/Mitigated Negative Declaration may be found at the links below:

https://www.escondido.gov/DocumentCenter/View/6785/Final-ISMND-West-13th-Centre-City-Pkwy-PDF

https://www.escondido.gov/DocumentCenter/View/6528/Public-Review-Draft-ISMND---West-13th-Centre-City-PDF

The Technical Appendices may be reviewed at the following links:

Appendix A – Air Quality/Greenhouse Gas/Energy Data (https://www.escondido.gov/DocumentCenter/View/6529/Appendix-A---AQGHGEnergy-Data-PDF)

Appendix B – Cultural Resources Assessment (https://www.escondido.gov/DocumentCenter/View/6521/Appendix-B---Cultural-Resources-Assessment-PDF)

Appendix C – Geotechnical Analysis (https://www.escondido.gov/DocumentCenter/View/6522/Appendix-C---Geotechnical-Analysis-PDF)

Appendix D – Phase 1 Environmental Site Assessment/Asbestos Survey (https://www.escondido.gov/DocumentCenter/View/6523/Appendix-D---Phase-1-Environmental-Site-AssessmentAsbestos-Survey-PDF)

Appendix E – Hydrology/Water Quality Documentation (https://www.escondido.gov/DocumentCenter/View/6524/Appendix-E---HydrologyWater-Quality-Documentation-PDF)

Appendix F – Acoustical Analysis Report (https://www.escondido.gov/DocumentCenter/View/6525/Appendix-F---Acoustical-Analysis-Report-PDF)

Appendix G – Vehicle Miles Traveled Analysis (https://www.escondido.gov/DocumentCenter/View/6526/Appendix-G---Vehicle-Miles-Traveled-Analysis-PDF)

Attachment "4"

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

NOTICE OF DETERMINATION

DATE: November 21, 2024

TO: __ Office of Planning Research
State Clearinghouse
P.O. Box 3044
Sacramento, CA 95812-3044

Street Address:
1400 Tenth St. Rm 113
Sacramento, CA 95814

FROM: City of Escondido
201 North Broadway
Escondido, CA 92025
(Lead Agency)

X San Diego County Recorder's Office
Attn: Fish and Wildlife Notices
1600 Pacific Highway, Room 260
San Diego, CA 92101 MS: A-33

SUBJECT: **Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.**

Chick-Fil-A Restaurant West 13th & Centre City / PL23- 0296, PL23-0297 & PL24-0217
Project Title/Case Nos.

SCH # 2024080684 — State Clearinghouse Number (if submitted to State Clearinghouse)
City of Escondido — **Lead Agency**

4G Development Company & Consulting, 2153 Oak Hill Drive, Escondido, CA 92027 (760) 884-7011
Project Applicant, Address and Phone Number:

Greg Mattson, Contract Planner, City of Escondido (760)839-4544 greg.mattson@escondido.gov
Contact Person **Telephone Number** **Email**

Project Location: The property is located at the southwest corner of the West 13th Avenue and South Pine Street/Centre City Pkwy. within the City of Escondido, San Diego County, addressed as 515 W. 13th Avenue. (Assessor's Parcel Nos.: 236-161-07 & 236-161-06).

PROEJCT DESCRIPTION: The project proposes to demolish an existing restaurant building and construct a new Chick-fil-A restaurant with a dual drive-through, associated surface parking improvements, and landscaping improvements. The new Chick-fil-A restaurant would be a 3,124 square-foot (gross area), one-story building. The new restaurant would have an outdoor dining area (48 outdoor seats [including three Americans with Disabilities Act-compliant seats]), kitchen area, and service area. The project approvals include approvals of an IS/MND, a Specific Plan Amendment, Conditional Use Permit, and Design Review Permit.

This is to advise that on November 20, 2024, the Escondido City Council (Lead Agency) has approved the above-described project and adopted a Final Initial Study/Mitigated Negative Declaration (City Case Nos. PL23-0296, PL23-0297, and PL24-0217), along with Resolution No. 2024-160, and has made the following determinations regarding the proposed project:

1. The project **X** **will not** have a significant effect on the environment.

2. **X** A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.

3. Mitigation measures **X** **were** adopted for this project.

4. A mitigation reporting or monitoring plan **X** **was** adopted for this project

5. A Statement of Overriding Considerations _**X**_ **was not** adopted for this project.

6. Findings _**X**_**were**, made pursuant to the provisions of CEQA.

This is to certify that a copy of the Final Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (City File No. PL23-0296, PL23-0297 and PL24-0217) and Resolution No. 2024-160, and record of project approval(s) with any comments and responses are available for review by the general public at the City of Escondido Planning Division, 201 N. Broadway, Escondido, California 92025. Telephone number (760) 839-4671. The City of Escondido has complied with CEQA in preparation of the final adopted Initial Study/Mitigated Negative Declaration.

Name of Official Filing Notice: Greg Mattson, Contract Planner

City of Escondido
Lead Agency

Signature:

Date: November 21, 2024

Date Received for Filing

Filing Fee Transmitted to County Clerk $2,966.75

STAFF REPORT

November 20, 2024
File Number 0830-20

SUBJECT

TENTATIVE PARCEL MAP, NON-EMERGENCY DEMOLITION PERMIT, CONDITIONAL USE PERMITS, AND A DESIGN REVIEW PERMIT – MISSION/CCP TPM & DRIVE THROUGH FACILITIES – PL24-0057/PL22-0396/PL22-0397/PL22-0398/PL24-0198

DEPARTMENT

Development Services Department, Planning Division

RECOMMENDATION

Request the City Council adopt the following Resolutions approving the Project:

1) Adopt Resolution No. 2024-163, approving a Grant of Access on Centre City Parkway for the Project Site.

2) Adopt Resolution No. 2024-164, approving a Tentative Parcel Map, Design Review Permit, a Non-Emergency Demolition Permit, three Conditional Use Permits for operation of three distinct drive-through uses and to reduce the amount of required off-street parking spaces (for Parcel 4), and adoption of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program prepared for the Project.

Staff Recommendation: Approval (Development Services Department: Christopher McKinney, Deputy City Manager/Interim Director of Development Services)

Presenter: Ivan Flores, AICP, Senior Planner

ESSENTIAL SERVICE – Yes, Land Use/Development

COUNCIL PRIORITY – Increase Retention and Attraction of People and Businesses to Escondido

FISCAL ANALYSIS

The applicant would be responsible for payment all applicable Development Impact Fees ("DIF"). The applicant will be credited DIF for removal of the existing pho restaurant. The credit would also apply to water and sewer connection fees based on the square-footage of the existing pho restaurant. Furthermore, the applicant will be credited Traffic Impact Fee ("TIFS") in an amount totaling approximately $115,653 for the removal of the pho restaurant. Additionally, the Drainage Impact Fee will not be collected due to improvements made by the Applicant to the City's drainage system. The

application of the credits is typical for removal of existing on-site improvements associated with redevelopment.

BACKGROUND

503 W Mission LLC ("Applicant"), represented by Sally Schifman, submitted a request for a Tentative Parcel Map to subdivide an existing 3.74-acre site comprised of two parcels into four parcels; three conditional use permits for three separate drive-through facilities on the newly created lots while maintaining the existing Quality Inn on its own parcel. The Conditional Use Permit for parcel four includes a request for a reduction in the required number of off-street parking spaces. The Applicant also requests a Non-Emergency Demolition Permit to demolish an existing structure over 50 years of age; and a Design Review Permit for the design of the site and proposed structures ("Project").

The Project site is currently developed with a hotel and ancillary sites improvements such as pool and tennis courts, and is located at the southwest corner of Centre City Parkway and W Mission Avenue, and is addressed as 501 – 503 W Mission Avenue. The Project site is located within the General Commercial ("C-G") zone and maintains a General Plan land use designation of General Commercial ("GC"). The Project site is surrounded by General Commercial zoning and land use designations on all sides, with residential uses directly to the south and southeast. The Project site sits directly west of a recently developed commercial site with two drive-through restaurant uses and one drive-through car wash use.

ANALYSIS

The Project includes a request for a Tentative Parcel Map, three distinct Conditional Use Permits, a Non-Emergency Demolition Permit, and Design Review Permit to subdivide the existing site into four total lots and operate three drive-through facilities on the Project site, along with ancillary on- and off-site improvements. The Project site is located within the C-G zoning district which is intended to support a wide range of commercial uses, including drive-through facilities, subject to a Conditional Use Permit. The Project is consistent with several General Plan policies, and would revitalize an underutilized parcel that is currently occupied by a vacant building.

A complete analysis of the Project may be found within the attached Planning Commission staff report, dated October 08, 2024 (Attachment "1").

PRIOR ACTION

On May 18, 2023, the Historic Preservation Commission voted 4-0 to approve a recommendation to City Council on the Non-Emergency Demolition Permit.

On October 08, 2024, the Planning Commission held a duly noticed public hearing for the Project. As discussed in Attachment "1," the Project was continued from the September 24, 2024 meeting to address concerns from the Applicant regarding specific draft conditions of approval for the Project. The Applicant

noted the timing of the issuance of specific permits as their primary concern for requesting continuation. The draft conditions of approval included within Resolution No. 2024-164 reflect the conditions agreed upon by City staff and the Applicant.

During the October 08th meeting, the Planning Commission raised a number of concerns regarding the Project. In summary, the Commission expressed concerns regarding the location of the proposed traffic signal for the left-turn pocket on Centre City Parkway; the type of businesses intended to occupy the tenant spaces; and the use of compact parking spaces on Parcel 4.

Ultimately, the Planning Commission voted 5 – 0 to adopt Resolution No. 2024-17, recommending approval to the City Council of the Project, as conditioned.

ENVIRONMENTAL ANALYSIS

The California Environmental Quality Act ("CEQA") applies to proposed projects initiated by, funded by, or requiring discretionary approvals from state or local government agencies. CEQA Guidelines Section 15367 states that a lead agency, in this case, the City of Escondido, is the agency that has the principal responsibility for carrying out or approving a project and is responsible for compliance with CEQA. As lead agency, the City must complete an environmental review to determine if implementation of the Project would result in significant adverse environmental impacts. In compliance with CEQA, an Initial Study ("IS") has been prepared to assist in making that determination. Based on the nature and scope of the Project and the evaluation contained in the IS environmental checklist, the City has concluded that a Mitigated Negative Declaration ("MND") is the appropriate level of analysis for the Project.

As provided in CEQA Statute Section 21064.5, and stated in CEQA Guidelines section 15070, an MND can be prepared when "(a) the initial study shows that there is not substantial evidence, in light of the whole record before the agency, that the project may have a significant effect on the environment, or (b) the initial study identifies potentially significant effects, but (1) revisions in the project plans or proposals made by, or agreed to by the applicant before a proposed mitigated negative declaration and initial study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur; and (2) there is no substantial evidence, in light of the whole record before the agency, that the project as revised may have a significant effect on the environment." The MND prepared for the Project identified potentially significant impacts in the areas of Biological Resources, Cultural Resources, and Tribal Cultural Resources.

However, through incorporation of mitigation measures, the impacts can be reduced to a less-than-significant level. A Draft IS/MND was released for a 30-day public review period from July 25, 2024 to August 26, 2024. One comment letter was received, and pertained to the Traffic Impact Analysis conducted for the Project. Responses to those comments were prepared and have been incorporated into a Final IS/MND. The Final IS/MND has identified no new environmental impacts which have not been addressed through the aforementioned mitigation measures. The Final IS/MND and Mitigation

CITY of ESCONDIDO

STAFF REPORT

Monitoring and Reporting Program has been included as Exhibit "B" to Resolution No. 2024-164, and is Attachment "2" of the staff report.

Should the City Council approve the Project, City staff will file a Notice of Determination (see Attachment "3') with the County Clerk within five days of the Council's action.

CONCLUSION AND RECOMMENDATION

The Project includes the redevelopment of an underutilized parcel located in proximity of an area with new and similar commercial development. A portion of the parcel contains a vacant building, and ancillary unused outdoor facilities. The Project would redevelop the entirety of the site while retaining the existing hotel. The Project complies with all the standards as required by the underlying zoning district, and with the design standards for new development within the City. An environmental review analyzed any potential impacts under the California Environmental Quality Act ("CEQA") guidelines, and any identified impacts may be considered less than significant with mitigation incorporated.

Based on the analysis contained in this staff report, and Planning Commission staff report, dated October 08, 2024, Planning staff recommends that the City Council adopt Resolution Nos. 2024-163 and 2024-164, approving the Project as conditioned.

RESOLUTIONS

a) Resolution No. 2024-163
b) Resolution No. 2024-163 – Exhibit "A"— Tentative Parcel Map
c) Resolution No. 2024-164
d) Resolution No. 2024-164—Exhibit "A"— Legal Description
e) Resolution No. 2024-164– Exhibit "B"– Final Initial Study/Mitigated Negative Declaration
f) Resolution No. 2024-164– Exhibit "C"– Mitigation Monitoring and Reporting Program
g) Resolution No. 2024-164– Exhibit "D"– Project Plans
h) Resolution No. 2024-164– Exhibit "E"– Finding of Fact
i) Resolution No. 2024-164– Exhibit "F"– Conditions of Approval
j) Resolution No. 2024-164– Exhibit "G"– Conditions of Approval
k) Resolution No. 2024-164– Exhibit "I"– Conditions of Approval

ATTACHMENTS

a) Attachment "1" – Planning Commission staff report, *dated October 08, 2024*
b) Attachment "2" – Final Initial Study/Mitigated Negative Declaration
c) Attachment "3"— Notice of Determination

RESOLUTION NO. 2024-163

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE DIRECTOR OF ECONOMIC DEVELOPMENT TO EXECUTE, ON BEHALF OF THE CITY, A GRANT OF ACCESS FOR THE MISSION AND CENTRE CITY PARKWAY DRIVE THROUGH FACILITIES LOCATED AT 501 – 503 W MISSION AVENUE IN THE CITY OF ESCONDIDO

WHEREAS, the State of California ("State") acquired the abutter's rights of ingress and egress to or from Highway 395 in the document recorded May 14, 1948, as BOOK 2797, PAGE 217 of Official Records; and

WHEREAS, the State relinquished Highway 395 to the City of Escondido and said highway was later renamed Centre City Parkway; and

WHEREAS, the owner of adjacent property located at 501 – 503 W. Mission Avenue, identified as Assessor's Parcel Nos. 229-171-30-00 and 229-171-29-00, desires to acquire through purchase access rights to Centre City Parkway for an amount determined by the City of Escondido's Development Services Department of $43,500; and

WHEREAS, the City Council desires and deems it to be in the best public interest to authorize a grant of access for the subject property; said approval would be subject to adoption and approval of the Mitigated Negative Declaration, and the Tentative Parcel Map, Non-Emergency Demolition Permit, Design Review Permits, and Conditional Use Permits for the Project.

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

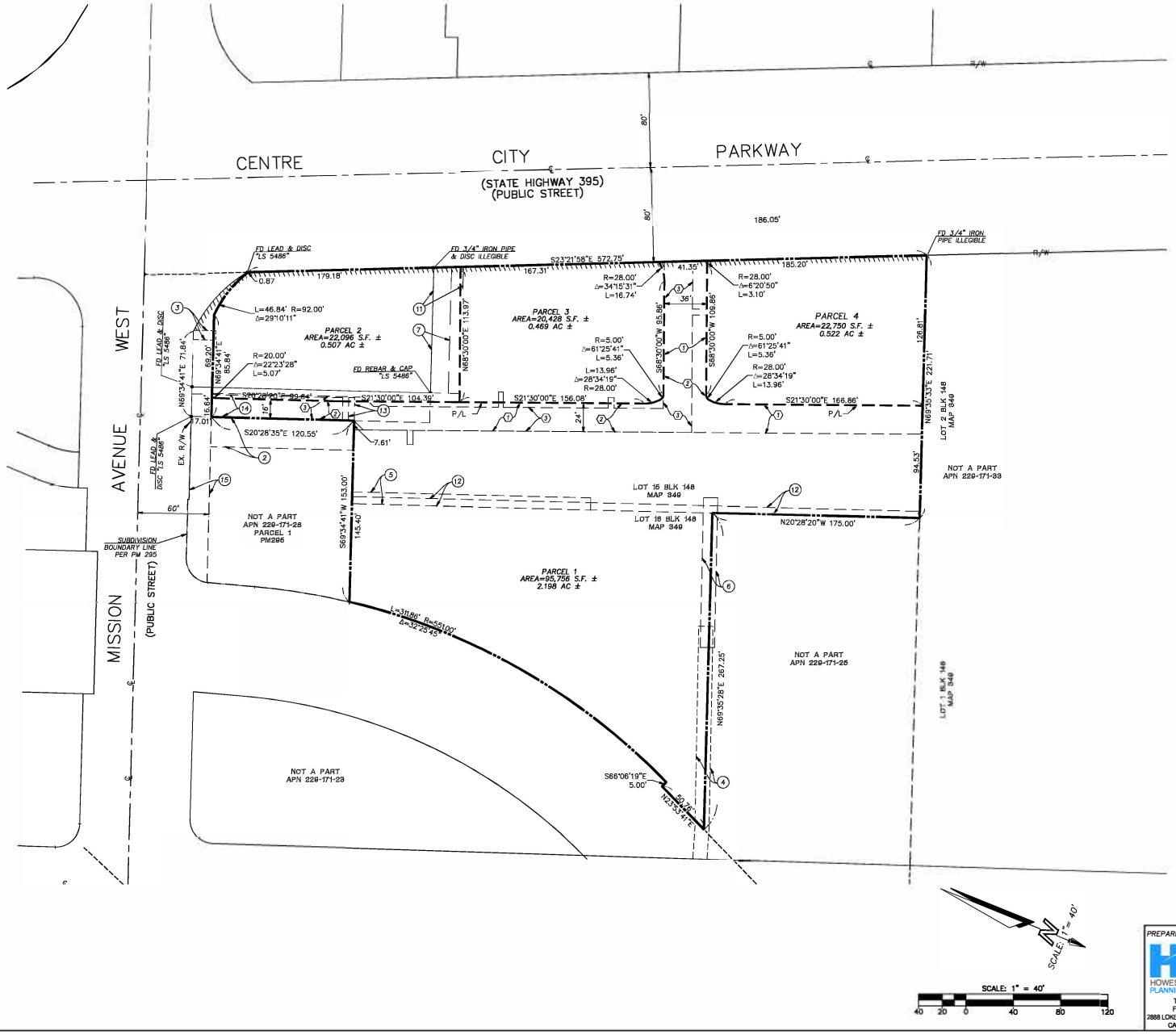
1. That the above recitations are true.

2. That the Director of Economic Development is authorized to execute, on behalf of the City, a grant of access to Centre City Parkway, as identified on the Tentative Parcel Map provided as Exhibit “A”.

3. That the grant of access is contingent on the approval, and subject to the conditions, of the Tentative Parcel Map, Non-Emergency Demolition Permit, Design Review Permit, and Conditional Use Permits and adoption of a Mitigated Negative Declaration prepared for the Project: PL24-0057/PL22-0396/PL22-0397/PL22-0398/PL24-0198. The Project includes a Tentative Parcel Map to subdivide an existing 3.74-acre site comprised of two parcels into four parcels; three conditional use permits for three drive-through facilities and reduction of off-street parking spaces; a non-emergency demolition permit to demolish an existing structure over 50 years of age; and a Design Review Permit for the design of the site and the proposed structures.

4. That the grant of access is also contingent on the construction of approved deceleration lanes.

EXHIBIT "A"
GRANT OF ACCESS
PLANNING CASE NOs.
PL24-0057/PL22-0396/PL22-0397/PL22-0398/PL24-0198



EXISTING EASEMENTS

(2) A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE EASTERLY 25 FEET OF PARCEL 1 OF PARCEL MAP NO. 295, IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, A COPY WHICH WAS RECORDED JULY 27, 1970 AS INSTRUMENT NO. 131815 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

(3) EASEMENT FOR UNDERGROUND FACILITIES, CONDUITS, WIRES & STRUCTURES, GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY, RECORDED JUNE 12, 1970, AS DOC. 1970-102472 O.R.

(4) EASEMENT FOR PUBLIC UTILITIES, INGRESS & EGRESS, GRANTED TO SAN DIEGO GAS AND ELECTRIC COMPANY, RECORDED APRIL 23, 1963, AS DOC. NO. 69801 O.R.

(5) EASEMENT FOR PUBLIC UTILITIES, INGRESS & EGRESS, GRANTED TO PACIFIC TELEPHONE AND TELEGRAPH COMPANY, RECORDED OCT. 6, 1967, AS DOC. NO. 166921 O.R.

(6) EASEMENT FOR PUBLIC UTILITIES, INGRESS & EGRESS, GRANTED TO SAN DIEGO GAS AND ELECTRIC COMPANY, RECORDED FEB. 2, 1968, AS DOC. NO. 19550 O.R.

(7) EASEMENT FOR INGRESS, EGRESS & VEHICULAR PARKING, GRANTED TO JAY W. SMALLEY AND BARBARA J. SMALLEY, SOLOMON GORDON AND LOIS RUTH GORDON, CARL HODOUS AND ETHEL J. HODOUS, AND LESTER S. BLUMENTHAL AND MARION BLUMENTHAL, RECORDED DEC. 28, 1973, AS DOC. NO. 73-356460 O.R. (TO BE QUITCLAIMED)

(8) EASEMENT FOR VEHICLE INGRESS & EGRESS, GRANTED TO NORTH COUNTY BANK, RECORDED MARCH 31, 1986, AS DOC. NO. 86-97067 O.R. (UNPLOTTBLE)

(9) EASEMENT FOR AUTOMOBILE PARKING SPACES, GRANTED TO NORTH COUNTY BANK, RECORDED MARCH 31, 1986, AS DOC. NO. 86-97067 O.R. (UNPLOTTABLE)

(10) EASEMENT FOR TWELVE (12) PARKING SPACES, GRANTED TO NORTH COUNTY BANK, A CALIFORNIA BANKING CORPORATION, RECORDED SEPT. 4, 1990, AS DOC. NO. 90-482489 O.R. (UNPLOTTABLE)

(11) EASEMENT FOR INGRESS, EGRESS & VEHICULAR PARKING, GRANTED TO AMICORP. INC. A CONNECTICUT CORPORATION, RECORDED JUNE 18, 1991, AS DOC. NO. 1991-290651 O.R. (TO BE QUITCLAIMED)

(12) A 6' WIDE EASEMENT AND RIGHT-OF-WAY FOR PUBLIC UTILITIES, INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF THE SAN DIEGO GAS AND ELECTRIC COMPANY, RECORDED MAY 22, 1961 AS INSTRUMENT NO 87934 OF OFFICIAL RECORDS.

(13) A 5' WIDE EASEMENT FOR PUBLIC UTILITIES, INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, RECORDED NOVEMBER 12, 1968 AS INSTRUMENT NO. 197832 OF OFFICIAL RECORDS.

(14) A 19' WIDE NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF STANDARD OIL COMPANY OF CALIFORNIA RECORDED APRIL 27, 1970AS INSTRUMENT NO. 71329 OF OFFICIAL RECORD.

(15) A PUBLIC STREET AND UTILITY EASEMENT PER DOC. NO. 1991-0217183 RECORDED MAY 9, 1991.

PROPOSED EASEMENTS

(1) PROPOSED EASEMENT FOR EMERGENCY ACCESS EASEMENT TO BE GRANTED TO THE CITY OF ESCONDIDO. (WIDTH VARIES 24' TO 36')

(2) PROPOSED PRIVATE EASEMENT FOR INGRESS & EGRESS TO BE GRANTED TO PARCELS 2, 3 & 4

(3) PROPOSED EASEMENT FOR PUBLIC UTILITIES AND ACCESS TO BE GRANTED TO THE CITY OF ESCONDIDO

ABBREVIATIONS

AC	ASPHALT CONCRETE	R/W	RIGHT-OF-WAY
ASPH	ASPHALT	ROH	ROOF OVERHANG
APN	ASSESSOR'S PARCEL NUMBER	SDGE	SAN DIEGO GAS & ELECTRIC
BFP	BACK-FLOW PREVENTER	SD	STORM DRAIN
C	CONCRETE	SQFT	SQUARE FEET
CB	CATCH BASIN	SL	STREET LIGHT
℄	CENTER LINE	SLPB	STREET LIGHT PULL BOX
CLF	CHAIN-LINK FENCE	SMH	SEWER MANHOLE
CONC	CONCRETE	S/W	SIDEWALK
E	ELECTRIC	TC	TOP OF CURB
EG	EXISTING GRADE	TE	TRASH ENCLOSURE
EP	EDGE OF PAVEMENT	TEL	TELEPHONE
FL	FLOW LINE	TSPB	TRAFFIC SIGNAL PULL BOX
FD	FOUND	TG	TOP OF GRATE
FDC	FIRE DEPARTMENT CONNECTION	TYP	TYPICAL
FF	FINISHED FLOOR	U/C	UNDER CONSTRUCTION
FS	FINISHED SURFACE	W/L	WATER LEVEL
FG	FINISHED GRADE	WDF	WOOD FENCE
GFF	GARAGE FINISHED FLOOR	WIF	WROUGHT IRON FENCE
GV	GATE VALVE	WM	WATER METER
HT	HEIGHT		
LD	LEAD & DISK		
L/S	LANDSCAPED AREA		
OH	OVERHANG		
OHU	OVERHEAD UTILITY		
OBS	OBSCURED AREA		
P	PROPERTY LINE		

REVISION 5	##########
REVISION 4	##########
REVISION 3	##########
REVISION 2	##########
REVISION 1	##########
ORIGINAL SUBMITTAL	##########

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TENTATIVE PARCEL MAP
MISSION AVE.
BOUNDARY & EASEMENTS
CITY OF ESCONDIDO, CALIFORNIA
SHEET NO. 2 OF 7

SUBMITTAL

RESOLUTION NO. 2024-164

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A TENATIVE PARCEL MAP, CONDITIONAL USE PERMITS, NON-EMERGENCY DEMOLITION PERMIT, AND DESIGN PERMIT FOR THE MISSION/CCP DRIVE THROUGH FACILITIES; AND ADOPTING A MITIGATED NEGATIVE DECLARATION PREPARED FOR THE PROJECT

WHEREAS, 503 W Mission, LLC ("Applicant") filed land use applications, Planning Case No. PL24-0057/PL22-0396/PL22-0397/PL22-0398/PL24-0198 ("Application"), constituting a request for a Tentative Parcel Map to subdivide two existing parcels into four parcels; three Conditional Use Permits for drive-through facilities and reduction of required off-street parking spaces; a Design Review Permit for construction of the facilities; and, a Non-Emergency Demolition permit for demolition of an existing building (Over 50 years old) ("Project") on a 3.74 gross acre site located at 501 – 503 W Mission Avenue (Assessor's Parcel Nos.: 229-171-30-00 and 229-171-29-00), in the General Commercial ("C-G") zoning district, and the General Commercial ("GC") land use designation of the General Plan; and

WHEREAS, the subject property is all that real property described in the Legal Description Exhibit "A", which is attached hereto and made a part hereof by this reference as though fully set forth herein ("Property"); and

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

WHEREAS, the subdivision of real property is permitted by the State Subdivision Map Act, and Chapter 32 (Subdivisions) of the Escondido Municipal Code; and

WHEREAS, the Project includes a request for a Tentative Parcel Map for the subdivision of two (2) parcels into four (4) parcels within the C-G zoning district; and,

WHEREAS, the Tentative Parcel Map complies with all requirements for subdivision of properties within the C-G zoning district; and

WHEREAS, drive-through facilities are conditionally permitted uses within the C-G zoning district, subject to the approval of a Conditional Use Permit, in accordance with Article 16 (Commercial Zones) of the Escondido Zoning Code; and

WHEREAS, a reduction in off-street parking spaces for commercial zones may be considered through the Conditional Use Permit process as permitted by Article 39 (Off-street parking spaces) of the Escondido Zoning Code; and

WHEREAS, Parcel 4 seeks a forty-five percent (45%) reduction in the required off-street parking spaces to permit compact spaces as a design feature of the parcel due to size constraints;

WHEREAS, a Design Review Permit is required for the Project as outlined in Article 64 (Design Review) of the Escondido Zoning Code; and

WHEREAS, the Project includes architecture and site design that meets or exceeds the standards for design of new construction within the City; and

WHEREAS, a Non-Emergency Demolition Permit is required for issuance of a non-emergency demolition of a structure over 50 years of age; and

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

WHEREAS, a Draft Initial Study and Mitigated Negative Declaration ("IS/MND") was prepared, circulated, and notice made of its availability for public review and comment during the period from July 25, 2024 to August 26, 2024; and

WHEREAS, during the 30-day public comment period of the Draft IS/MND, the City consulted with and requested comments from responsible and trustee agencies, other regulatory agencies, and others. The City subsequently analyzed and considered any and all comments received during this public review comment period. Responses to said comments have been provided, and no corrections/additions to the Draft IS/MND were necessary; and

WHEREAS, a Final IS/MND is attached as Exhibit "B" and incorporated herein by this reference, was subsequently prepared, which is comprised of any and all public comment letters received during the public review period, responses to comments, corrections/additions to the Draft IS/MND, and revisions and additions to the appendices or other referenced documents; and

WHEREAS, in addition to the Final/ISMND, a Mitigation Monitoring and Reporting Program ("MMRP") has been prepared for the Project, attached as Exhibit "C" and incorporated herein by this reference, to ensure compliance with the required mitigation measures or project revisions during Project implementation; and

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

WHEREAS, on May 18, 2023, the Historic Preservation Commission voted 4-0 to approve a recommendation to City Council on the Non-Emergency Demolition Permit; and

WHEREAS, the Planning Commission held a duly noticed public hearing on September 24, 2024 as prescribed by law, at which time the Applicant requested the Project be continued to a date certain of

October 8, 2024 and which the Planning Commission continued the item to the October 8, 2024 regularly scheduled Planning Commission meeting; and

WHEREAS, the Planning Commission held a duly noticed Public Hearing on October 8, 2024 as prescribed by law, at which time the Planning Commission received and considered the reports and recommendation of the Planning Division and gave all persons full opportunity to be heard and to present evidence and testimony regarding the Project. Evidence was submitted to and considered by the Planning Commission, including written and oral testimony from City staff, interested parties, and the public. Following the Public Hearing, the Planning Commission adopted Planning Commission Resolution No. 2024-17, which recommended that the City Council approve the Project; and

WHEREAS, the City Council of the City of Escondido held a duly noticed Public Hearing on November 20, 2024, as prescribed by law, at which time the City Council received and considered reports and recommendation of the Planning Division and Planning Commission, and gave all person's full opportunity to be heard and to present evidence and testimony regarding the Project. Evidence was submitted to and considered by the City Council, including, without limitation:

a. Written information including plans, studies, written and graphical information, and other material, submitted by the Applicant; and
b. Oral testimony from City staff, interested parties, and the public; and
c. The City Council staff report, dated November 20, 2024, with its attachments as well as City staff's recommendation on the Project, which is incorporated herein as though fully set forth herein; and
d. The Planning Commission's and Historic Preservation Commission's recommendations, and Planning Commission staff report, dated October 8, 2024; and
e. Additional information submitted during the public hearing; and

WHEREAS, 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 up on which the City Council's decision is based, which documents and material shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

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

1. That the above recitations are true.

2. That the City Council has reviewed and considered the Final IS/MND prepared for the Project in conformance with CEQA, and Article 47 (Environmental Quality), the staff report dated November 20, 2024, and testimony given at the public hearing, and makes the environmental determinations including with Finding of Fact attached as Exhibit "E" hereto and incorporated by this reference. The Final IS/MND adequately addresses all environmental issues associated with the Project, and the Project would not result in any significant impacts to the environment. Approval of this resolution includes the adoption of the Final IS/MND prepared for the Project.

3. That the MMRP identifies mitigation measures necessary to reduce all impacts to a less-than-significant level, and assigns on-going responsibility for carrying out mitigation responsibilities which are appropriate to address and mitigate project-related impacts.

4. That the Findings of Fact, attached as Exhibit "E" hereto and incorporated by this reference, were made by the City Council, and upon their consideration along with the staff reports, public testimony presented at the hearing, and all other oral and written evidence on this Project, the City Council approves the Project, subject to the Conditions of Approval set forth in Exhibits "F" through "I" hereto and incorporated by this reference. The City Council expressly declares that it would not have made this decision

except upon and subject to each and all of said conditions, each and all of which shall run with the land and be binding upon the Applicant, the owner, and all subsequent owners of the Property, and all persons who use the Property for the uses permitted hereby.

5. 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.

6. That this Tentative Parcel Map shall be null and void unless a Final Map, conforming to the Tentative Parcel Map and all required conditions, is filed within three (3) years of the effective date of this resolution, or unless an Extension of Time is granted pursuant to Section 66452.6 of the California Government Code.

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

8. That concurrently with this Resolution, the City Council is taking a number of actions in furtherance of the Project, as generally described by the November 20, 2024, City Council staff report. No single component of the series of actions made in connection with the Project shall be effective unless and until it is approved by an Ordinance or Resolution and is procedurally effective in the manner provided by state law. Therefore, this Resolution shall become effective and operative on the day immediately subsequent to the date that Resolution No. 2024-164 becomes effective.

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

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

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

EXHIBIT "A"

LEGAL DESCRIPTION

PLANNING CASE NOS. PL24-0057/PL22-0397/PL22-0398/PL22-0396/PL24-0198

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

Parcel 1:

Parcel 2 of Parcel Map No. 295, in the City of Escondido, County of San Diego, State of California, filed in the office of the County Recorder of San Diego, County, July 27, 1970 as File No. 131815 of Official Records.

APN: 229-171-29-00

Parcel 2:

Parcel 3 of Parcel Map No. 295, in the City of Escondido, in the County of San Diego, State of California, according to Map thereof filed in the office of the County Recorder of San Diego County, July 27, 1970.

Parcel 2A:

An easement and right of way to lay, construct, maintain, operate and repair a 6 inch sewer line for sewer disposal over the Southeasterly 1 % feet of Lot 16, Block 148 of Escondido, in the City of Escondido, in the County of San Diego, State of California, according to Map No. 349, filed in the office of the County Recorder of San Diego County, July 10, 1886.

Parcel 2B:

A non-exclusive easement for ingress and egress over the Easterly 25 feet of Parcel 1 of Parcel Map No. 295, in the City of Escondido, in the County of San Diego, State of California, a copy which was recorded July 27, 1970 as Instrument No. 131815 in the office of the County Recorder of San Diego County, being a division of a portion of Lots 15 and 16 in Block 148 of the Rancho Rincon Del Diablo, according to Map No. 349, by O.N. Sanford filed in the office of the County Recorder of San Diego County.

APN: 229-171-30-00

APN: **229-171-30**, **229-171-29**

EXHIBIT "B"

FINAL IS/MND

PLANNING CASE NOs.
PL24-0057/PL22-0396/PL22-0397/PL22-0398/PL24-0198

Due to the number of pages of Exhibit "B", links have been provided for review of the following items:

Response to Comments

Appendices to the Response to Comments:

Appendix A – Notice of Intent

Appendix B - Notice of Completion

Appendix C – Modifications Memorandum (Transportation, Noise, and Air Quality/Greenhouse Gas/ Energy Impacts)

Appendix D – Final Initial Study and Notice of Intent to Adopt a Mitigated Negative Declaration

The technical appendices may be reviewed at the following links:

Appendix A – Air Quality, Global Climate Change, and Energy Impact Analysis

Appendix B – Historic Resources:

B.1 Historic Structure Assessment

B.2 Historic American Building Survey

Appendix C – Geotechnical Engineering Investigation

Appendix D – Stormwater Quality Management Plan

D.1 – Parcel 2 (Starbucks)

D.2 – Parcel 3 (Chipotle)

D.3 – Parcel 4

Appendix E – Noise Impact Analysis

Appendix F – Traffic Impact Analysis

TABLE .0-1: SUMMARY OF MITIGATION MEASURES AND IMPLEMENTATION RESPONSIBILITY					
	Mitigation Monitoring			Reporting	
Mitigation Measure	Monitoring Schedule	Monitoring Responsibility	Monitoring Procedure	Comments	Date/Initials
Biological Resources					
BIO-1. If project construction cannot be avoided during the nesting season (February 1 through September 15), a preconstruction nesting bird survey shall be conducted by a qualified biologist hired by the applicant prior to the initiation of work to identify any active nests that may be impacted by construction activities. Surveys shall be conducted at the appropriate time of day, no more than three days prior to vegetation removal and/or disturbance. If no nesting birds are observed, no further action would be necessary. If an active bird nest is observed, the nest site shall be fenced a minimum of 200 feet in all directions, and this area shall not be disturbed until the nest is inactive.	Prior to construction activities	Qualified Biological Resources Monitor	Submittal of pre-activity field survey results report		
Cultural Resources					
CUL-1: Prior to issuance of a demolition permit, the project applicant shall ensure a Historic American Buildings Survey documentation (or equivalent) of the structure be conducted by a qualified professional in order to achieve mitigation by exhausting the research potential of the resource. Compliance with this measure and the following items shall be documented to the	In the event of discovery of resources during ground-disturbing activities	Qualified Archaeological Resources Monitor	Review report documenting findings and recommendation for treatment of cultural resources discovered		

TABLE .0-1: SUMMARY OF MITIGATION MEASURES AND IMPLEMENTATION RESPONSIBILITY

	Mitigation Monitoring			Reporting	
Mitigation Measure	Monitoring Schedule	Monitoring Responsibility	Monitoring Procedure	Comments	Date/Initials
satisfaction of the City of Escondido Director of Development Services prior to demolition. • Documentation shall include digital photographic recordation, a historic native report, and compilation of historic research. • Documentation shall be completed by a qualified architectural historian or historian who meets the Secretary of the Interior's Professional Qualifications Standards for History and/or Architectural History (36 CFR Part 61). • The original archival-quality documentation shall be offered as donated material to organizations and repositories that will make it available for local researchers. • Prior to issuance of building permits for demolition, the Applicant shall provide documentation that the materials have been offered and submitted or declined.					
Tribal Cultural Resources					
TCR-1: Prior to the issuance of a grading permit, the Applicant shall enter into a Tribal Cultural Resource Treatment and	Prior to construction activities	Qualified Archaeologist and a Native American Monitor	Contact a TCA Tribe and enter into a Tribal Cultural Resource Treatment and		

TABLE .0-1: SUMMARY OF MITIGATION MEASURES AND IMPLEMENTATION RESPONSIBILITY					
	Mitigation Monitoring			Reporting	
Mitigation Measure	Monitoring Schedule	Monitoring Responsibility	Monitoring Procedure	Comments	Date/Initials
Monitoring Agreement (also known as a Pre-Excavation Agreement) with a tribe that is traditionally and culturally affiliated with the Project Location ("TCA Tribe"). The purposes of the agreement are (1) to provide the Applicant with clear expectations regarding tribal cultural resources, and (2) to formalize protocols and procedures between the Applicant/Owner and the TCA Tribe for the protection and treatment of, including but not limited to, Native American human remains, funerary objects, cultural and religious landscapes, ceremonial items, traditional gathering areas and cultural items, located and/or discovered through a monitoring program in conjunction with the construction of the Project, including additional archaeological surveys and/or studies, excavations, geotechnical investigations, grading, and all other ground-disturbing activities. The agreement shall incorporate, at a minimum, the performance criteria and standards, protocols, and procedures set forth in mitigation measures MM-CR-2 through MM-CR-10, and the following information.			Monitoring Agreement		

• Parties entering into the agreement and contact information. • Responsibilities of the Property Owner or their representative, archaeological monitors, and tribal monitors. • Project grading and development scheduling, including determination of authority to adjust in the event of unexpected discovery, and terms of compensation for the monitors, including overtime and weekend rates, in addition to mileage reimbursement. • Requirements in the event of unanticipated discoveries, which shall address grading and grubbing requirements including controlled grading and controlled vegetation removal in areas of cultural sensitivity, analysis of identified cultural materials, and on-site storage of cultural materials. • Treatment of identified Native American cultural materials. • Treatment of Native American human remains and associated grave goods. • Confidentiality of cultural information including location and data. • Negotiation of disagreements should they arise.	

TABLE .0-1: SUMMARY OF MITIGATION MEASURES AND IMPLEMENTATION RESPONSIBILITY					
	Mitigation Monitoring			Reporting	
Mitigation Measure	Monitoring Schedule	Monitoring Responsibility	Monitoring Procedure	Comments	Date/Initials
• Regulations that apply to cultural resources that have been identified or may be identified during project construction					
TCR-2: Prior to issuance of a grading permit, the Applicant shall provide written verification to the City that a qualified archaeologist and a Native American monitor associated with a TCA Tribe have been retained to implement the monitoring program. The archaeologist shall be responsible for coordinating with the Native American monitor. This verification shall be presented to the City in a letter from the Project archaeologist that confirms the selected Native American monitor is associated with a TCA Tribe. The City, prior to any pre-construction meeting, shall approve all persons involved in the monitoring program.	Prior to construction activities	Qualified Archaeologist and a Native American Monitor	Provide Written Verification to City		
TCR-3: The qualified archaeologist and a Native American monitor shall attend all applicable pre-construction meetings with the General Contractor and/or associated subcontractors to explain and coordinate the requirements of the monitoring program.	Prior to construction activities	Qualified Archaeologist and a Native American Monitor	Pre-construction meeting attendance		
TCR-4: During the initial grubbing, site grading, excavation or disturbance of the	During the initial grubbing, site	Qualified archaeologist and a Native American	Adjust monitoring based on findings		

TABLE .0-1: SUMMARY OF MITIGATION MEASURES AND IMPLEMENTATION RESPONSIBILITY					
	Mitigation Monitoring			Reporting	
Mitigation Measure	Monitoring Schedule	Monitoring Responsibility	Monitoring Procedure	Comments	Date/Initials
ground surface (including both on- and off-site improvement areas), the qualified archaeologist and the Native American monitor shall be present full-time. If the full-time monitoring reveals that the topsoil throughout the Project impact area (both on and off-site) has been previously removed during the development of the roads and buildings within the Project area, then a decrease of monitoring to part-time monitoring or the termination of monitoring can be implemented, as deemed appropriate by the qualified archaeologist in consultation with the Native American monitor. The frequency of subsequent monitoring shall depend on the rate of excavation, the materials excavated, and any discoveries of tribal cultural resources as defined in California Public Resources Code Section 21074. The qualified archaeologist, in consultation with the Native American monitor, shall be responsible for determining the duration and frequency of monitoring considering these factors. Archaeological and Native American monitoring will be discontinued when the depth of grading and soil conditions no longer retain the potential to contain cultural deposits (i.e.,	grading, excavation, or disturbance of the ground surface	monitor			

TABLE .0-1: SUMMARY OF MITIGATION MEASURES AND IMPLEMENTATION RESPONSIBILITY					
	Mitigation Monitoring			Reporting	
Mitigation Measure	Monitoring Schedule	Monitoring Responsibility	Monitoring Procedure	Comments	Date/Initials
soil conditions are comprised solely of fill or granitic bedrock).					
TCR-5: In the event that previously unidentified tribal cultural resources are discovered, all work must halt within a 100-foot radius of the discovery. The qualified archaeologist and the Native American monitor shall evaluate the significance of the find and shall have the authority to modify the no-work radius as appropriate, using professional judgment. The qualified archaeologist and Native American Monitor shall consider the criteria identified by California Public Resources Code sections 21083.2(g) and 21074, and CEQA Guidelines sections 15064 and 15064.5(c) in determining the significance of a discovered resource. If the professional archaeologist and Native American monitor determine that the find does not represent a culturally significant resource, work may resume immediately, and no agency notifications are required. Isolates and clearly non-significant deposits shall be documented in the field and collected and monitored grading can immediately proceed. All unearthed archaeological resources or tribal cultural	In the event of discovery of resources during ground-disturbing activities	Qualified archaeologist and a Native American monitor	Halt work and evaluate discoveries		

TABLE .0-1: SUMMARY OF MITIGATION MEASURES AND IMPLEMENTATION RESPONSIBILITY					
	Mitigation Monitoring			Reporting	
Mitigation Measure	Monitoring Schedule	Monitoring Responsibility	Monitoring Procedure	Comments	Date/Initials
resources shall be collected, temporarily stored in a secure location, and repatriated for later reburial on the project site, pursuant to the terms of the Pre-Excavation Agreement.					
TCR-6: If the qualified archaeologist and Native American monitor determine that the find does represent a potentially significant tribal cultural resource, considering the criteria identified by California Public Resources Code sections 21083.2(g) and 21074, and CEQA Guidelines sections 15064 and 15064.5(c), the archaeologist shall immediately notify the City of said discovery. The qualified archaeologist, in consultation with the City, the consulting TCA Tribe(s), and the Native American monitor, shall determine the significance of the discovered resource. A recommendation for the tribal cultural resource's treatment and disposition shall be made by the qualified archaeologist in consultation with the TCA Tribe(s) and be submitted to the City for review and approval. If the find is determined to be a Tribal Cultural Resource under CEQA, as defined in California Public Resources Code Section 21074(a) though (c), appropriate treatment measures will be implemented. Work may not	In the event of discovery of resources during ground-disturbing activities	Qualified archaeologist and a Native American monitor	The qualified archaeologist, the consulting TCA Tribe(s), and the Native American monitor shall determine the significance		

TABLE .0-1: SUMMARY OF MITIGATION MEASURES AND IMPLEMENTATION RESPONSIBILITY					
	Mitigation Monitoring			Reporting	
Mitigation Measure	Monitoring Schedule	Monitoring Responsibility	Monitoring Procedure	Comments	Date/Initials
resume within the no-work radius until the City, through consultation as set forth herein, determines either that: 1) the discovery does not constitute a Tribal Cultural Resource under CEQA, as defined in California Public Resources Code Section 21074(a) through (c); or 2) the approved treatment and disposition measures have been completed.					
TCR-7: All sacred sites, significant tribal cultural resources, and unique archaeological resources encountered within the Project area shall be avoided and preserved as the preferred mitigation. The avoidance and preservation of the significant tribal cultural resource or unique archaeological resource must first be considered and evaluated in consultation with the TCA Tribe(s) as required by CEQA and in compliance with all relevant mitigation measures for the Project. If any significant tribal cultural resource or unique archaeological resource has been discovered and such avoidance or preservation measure has been deemed to be infeasible by the City's Director of Community Development (after a recommendation is provided by the qualified archaeologist, in consultation with the TCA	In the event of discovery of resources during ground-disturbing activities	City's Director of Community Development (after a recommendation is provided by a qualified archaeologist, in the consultation with the TCA Tribe(s)	Avoidance, Consultation and Treatment of Resources		

TABLE .0-1: SUMMARY OF MITIGATION MEASURES AND IMPLEMENTATION RESPONSIBILITY					
	Mitigation Monitoring			Reporting	
Mitigation Measure	Monitoring Schedule	Monitoring Responsibility	Monitoring Procedure	Comments	Date/Initials
Tribe(s), making a determination of infeasibility that takes into account the factors listed in California Public Resources Code sections 21061.1, 21081(a)(3), and CEQA Guidelines section 15091, and in accordance with all relevant mitigation measures for the Project), then culturally appropriate treatment of those resources, including but not limited to funding an ethnographic or ethnohistoric study of the resource(s), and/or developing a research design and data recovery program to mitigate impacts shall be prepared by the qualified archaeologist (using professional archaeological methods), in consultation with the TCA Tribe and the Native American monitor, and shall be subject to approval by the City. No artifact sampling for analysis is allowed, unless requested and approved by the consulting TCA Tribe(s). Before construction activities are allowed to resume in the affected area, the research design and data recovery program activities must be concluded to the satisfaction of the City.					
TCR-8: As specified by California Health and Safety Code section 7050.5, if human remains are found on the Project site during construction or during	In the event of discovery of resources during ground-disturbing	Qualified archaeologist and a Native American monitor	Notify the San Diego County Coroner's office		

TABLE .0-1: SUMMARY OF MITIGATION MEASURES AND IMPLEMENTATION RESPONSIBILITY					
	Mitigation Monitoring			Reporting	
Mitigation Measure	Monitoring Schedule	Monitoring Responsibility	Monitoring Procedure	Comments	Date/Initials
archaeological work, the person responsible for the excavation, or his or her authorized representative, shall immediately notify the San Diego County Coroner's office. Determination of whether the remains are human shall be conducted on site and in situ where they were discovered by a forensic anthropologist, unless the forensic anthropologist and the Native American monitor agree to remove the remains to a temporary off-site location for examination. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the Coroner has made the necessary findings as to origin and disposition. A temporary construction exclusion zone shall be established surrounding the area of the discovery so that the area would be protected, and consultation and treatment could occur as prescribed by law. If the Coroner determines the remains are Native American and not the result of a crime scene, the Coroner will notify the NAHC, which then will designate a Native American Most Likely Descendant (MLD) for the project (California Public Resources Code § 5097.98) for proper treatment and disposition in accordance	activities				

TABLE .0-1: SUMMARY OF MITIGATION MEASURES AND IMPLEMENTATION RESPONSIBILITY					
	Mitigation Monitoring			Reporting	
Mitigation Measure	Monitoring Schedule	Monitoring Responsibility	Monitoring Procedure	Comments	Date/Initials
with California Public Resources Code section 5097.98. The designated MLD will have 48 hours from the time access to the property is granted to make recommendations concerning treatment of the remains. If the City does not agree with the recommendations of the MLD, the NAHC can mediate (California Public Resources Code § 5097.94). If no agreement is reached, the remains shall be kept in situ, or reburied in a secure location in close proximity to where they were found and where they will not be further disturbed (California Public Resources Code § 5097.98). Work may not resume within the no work radius until the lead agency, through consultation as appropriate, determines that the treatment measures have been completed to their satisfaction. The analysis of the remains shall only occur on site in the presence of the MLD, unless the forensic anthropologist and the MLD agree to remove the remains to an off-site location for examination.					
TCR-9: If the qualified archaeologist elects to collect any tribal cultural resources, the Native American monitor must be present during any cataloging of those resources. Moreover, if the qualified archaeologist does not collect the cultural resources	In the event of discovery of resources during ground-disturbing activities	Qualified archaeologist and a Native American monitor	The Native American monitor must be present during any cataloging of those resources		

TABLE .0-1: SUMMARY OF MITIGATION MEASURES AND IMPLEMENTATION RESPONSIBILITY					
	Mitigation Monitoring			Reporting	
Mitigation Measure	Monitoring Schedule	Monitoring Responsibility	Monitoring Procedure	Comments	Date/Initials
that are unearthed during the ground-disturbing activities, the Native American monitor may, at their discretion, collect said resources for later reburial on the Project site. Any tribal cultural resources collected by the qualified archaeologist shall be repatriated to the TCA Tribe for reburial on the Project site. Should the consulting TCA Tribe(s) decline the collection, the collection shall be curated at the San Diego Archaeological Center. All other resources determined by the qualified archaeologist, in consultation with the Native American monitor, to not be tribal cultural resources, shall be curated at the San Diego Archaeological Center.					
TCR-10: Prior to the release of the grading bond, a monitoring report and/or evaluation report, if appropriate, that describes the results, analysis, and conclusions of the archaeological monitoring program and any data recovery program on the Project site, shall be submitted by the qualified archaeologist to the City. The Native American monitor shall be responsible for providing any notes or comments to the qualified archaeologist in a timely manner to be submitted with the report. The report will include California Department of Parks and Recreation Primary and	Prior to the release of the grading bond	Qualified archaeologist and a Native American monitor	A monitoring report and/or evaluation report, if appropriate, that describes the results, analysis, and conclusions of the archaeological monitoring program and any data recovery program on the project site shall be submitted		

TABLE .0-1: SUMMARY OF MITIGATION MEASURES AND IMPLEMENTATION RESPONSIBILITY					
	Mitigation Monitoring			Reporting	
Mitigation Measure	Monitoring Schedule	Monitoring Responsibility	Monitoring Procedure	Comments	Date/Initials
Archaeological Site Forms for any newly discovered resources. A copy of the final report will be submitted to the South Coastal Information Center after approval by the City.					

TENTATIVE PARCEL MAP

MISSION AVE.

CITY OF ESCONDIDO, CALIFORNIA

ENGINEER

HOWES WEILER LANDY – PLANNING & ENGINEERING
2888 LOKER AVENUE EAST,
SUITE 217 CARLSBAD, CA 92010
PHONE: (760) 929-2288
FAX: (760) 929-2287

CIVIL ENGINEER OF RECORD: _____
MEL LANDY P.E. 81085 DATE

PROJECT INFORMATION

OWNERS/DEVELOPERS

EX. PARCEL 2 PER MAP 295:
503 WEST MISSION LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

EX. PARCEL 3 PER MAP 295:
JAI AMBE PHOENIX, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

GRADING QUANTITIES (TYP)

AREA GRADED	1.88 AC
PERCENTAGE OF TOTAL	27.9 %
EXCAVATION	399 CY CUT
EMBANKMENT	2,501 CY FILL
IMPORT	2,102 CY
MAX DEPTH OF CUT	4'
MAX DEPTH OF FILL	2.6'
MAX HT OF FILL SLOPE (2:1)	N/A
MAX HT OF CUT SLOPE (2:1)	N/A
LENGTH OF RETAINING WALL	N/A
MAX HEIGHT OF RET WALL	N/A

IMPERVIOUS AREAS

EXISTING	41,206 SF
PERCENTAGE OF TOTAL AREA	59.12%
PROPOSED	57,050 SF
PERCENTAGE OF TOTAL AREA	81.85 %

GENERAL INFORMATION

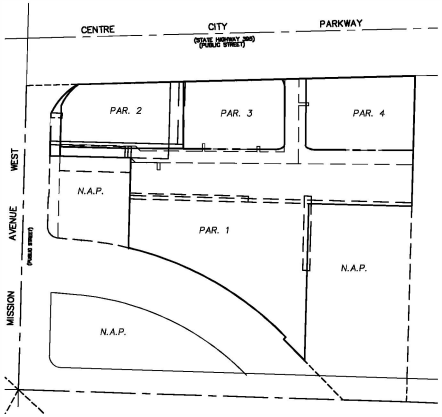
ADDRESS:	503 W. MISSION AVENUE ESCONDIDO, CA 92025
ASSESSOR'S PARCEL NO.:	229-171-29 & 229-171-30
SITE AREA:	3.70 ± AC(GROSS) ____ AC(NET)
EXISTING PARCELS:	2
PROPOSED PARCELS:	4
EXISTING ZONING:	C-G (GENERAL COMMERCIAL)
PROPOSED ZONING:	C-G (GENERAL COMMERCIAL)
GENERAL PLAN DESIGNATION:	GC (GENERAL COMMERCIAL)
MINIMUM LOT AREA:	NONE
PARCEL 1 AREA:	2.198 AC ±
PARCEL 2 AREA:	0.516 AC ±
PARCEL 3 AREA:	0.460 AC ±
PARCEL 4 AREA:	0.522 AC ±
REQUIRED MIN. SETBACKS:	
FRONT YARD:	15' *
REAR YEAR:	0'
SIDE YARD:	0'
EASEMENTS:	
ON-SITE:	9
OFF-SITE:	2
FEMA FIRM PANEL NO.:	06073C0814G
FLOOD ZONE:	X

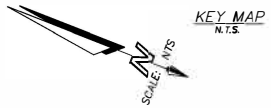
* FACING CENTRE CITY PKWY

PARKING TABLE		
PARCEL 1	TOTAL PARKING:	93
PARCEL 2	TOTAL PARKING:	20
PARCEL 3	TOTAL PARKING:	20
PARCEL 4	TOTAL PARKING:	20

FIRE NOTE:

FIRE UNDERGROUND LINES, FIRE SPRINKLERS, FIRE ALARM PLANS WILL BE DEFERRED SUBMITTALS.



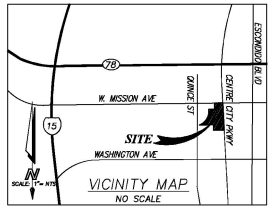


KEY MAP
N.T.S.

EXISTING LEGAL DESCRIPTION:

PARCEL 2 OF PARCEL MAP NO. 295, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO, COUNTY, JULY 27, 1970 AS FILE NO. 131815 OF OFFICIAL RECORDS.
APN: 229-171-29-00

PARCEL 3 OF PARCEL MAP NO. 295, IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 27, 1970.



VICINITY MAP
NO SCALE

LEGEND:

DESCRIPTION	SYMBOL
BOUNDARY DATA	N42°18'59"W 40.00'
PROJECT BOUNDARY	
PROPOSED PARCEL	
PROPOSED EASEMENT	
CENTERLINE	
EX. ACCESS RELINQUISHMENT	
CONTOURS	
RECORD LOT LINE	
BUILDING	
FENCE	
CURB	
ROOF OVER HANG	ROH
CONCRETE	
EX SURVEY MONUMENT (AS NOTED HEREON)	
SPOT ELEVATIONS	XX.XX
TRAFFIC ARROW	
DRAINAGE DIRECTION	
EXISTING POWER POLE	O PP

BENCHMARK:

CITY OF ESCONDIDO BENCHMARK NO. 603-4

CHISELED SQUARE ON TOP OF CURB, AT THE SOUTH CURB RETURN, ON THE SOUTHWEST CORNER OF MISSION AVENUE AND ESCONDIDO BOULEVARD.

ELEVATION= 651.39 FEET
NGVD 29

SOURCE OF TOPOGRAPHY

TOPOGRAPHIC MAPPING SHOWN HEREON WAS PROVIDED BY MSL ENGINEERING INC. MARCH 9, 2022

BASIS OF BEARINGS:

THE BEARING OF N23°21'58"W OF THE WEST RIGHT OF WAY LINE OF CENTRE CITY PARKWAY BETWEEN THE FOUND MONUMENTS AT THE SOUTHEAST CORNER OF PARCEL 2 AND THE SOUTHEAST CORNER OF PARCEL 3 OF PARCEL MAP NO. 295 AS SHOWN ON RECORD OF SURVEY MAP NO. 18541 FILED DECEMBER 17, 2004 AS FILE NO. 04-1188081, RECORDS OF SAN DIEGO COUNTY, WAS USED AS THE BASIS OF BEARINGS OF THIS MAP.

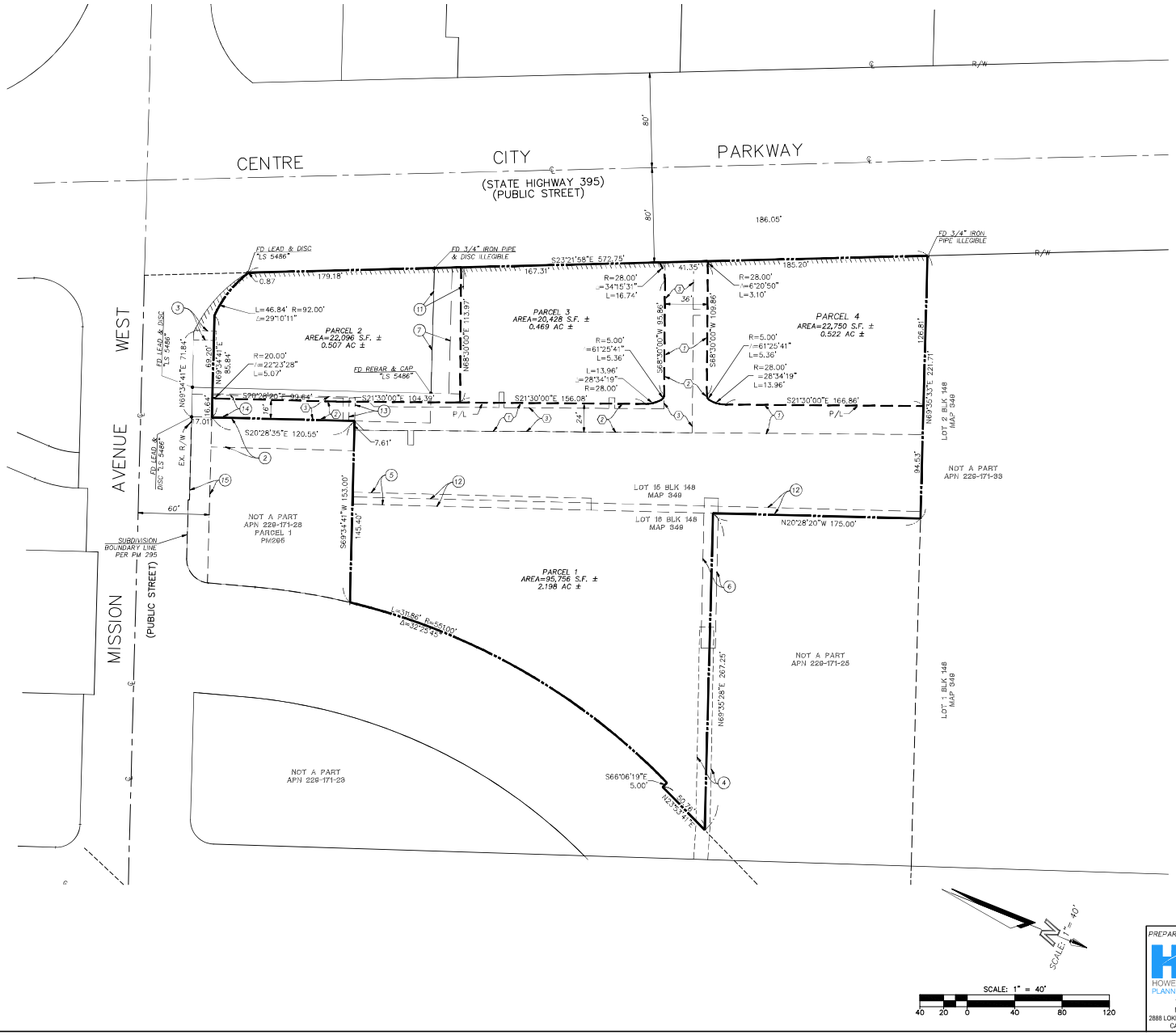
REVISION 5	##########
REVISION 4	##########
REVISION 3	##########
REVISION 2	##########
REVISION 1	##########
ORIGINAL SUBMITTAL	##########

REGISTERED PROFESSIONAL ENGINEER
MELTON R. LANDY
No. 81085
Exp. 09-30-25
CIVIL
STATE OF CALIFORNIA

PREPARED BY:
HOWES | WEILER | LANDY
PLANNING & ENGINEERING
Tel. 760.929.2288
Fax. 760.929.2287
2888 LOKER AVENUE EAST STE. 217
CARLSBAD, CA 92010

TENTATIVE PARCEL MAP
MISSION AVE.
TITLE SHEET
CITY OF ESCONDIDO, CALIFORNIA
SHEET NO. 1 OF 7

SUBMITTAL



EXISTING EASEMENTS

(2) A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE EASTERLY 25 FEET OF PARCEL 1 OF PARCEL MAP NO. 295, IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, A COPY WHICH WAS RECORDED JULY 27, 1970 AS INSTRUMENT NO. 131815 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

(3) EASEMENT FOR UNDERGROUND FACILITIES, CONDUITS, WIRES & STRUCTURES, GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY, RECORDED JUNE 12, 1970, AS DOC. 1970-102472 O.R.

(4) EASEMENT FOR PUBLIC UTILITIES, INGRESS & EGRESS, GRANTED TO SAN DIEGO GAS AND ELECTRIC COMPANY, RECORDED APRIL 23, 1963, AS DOC. NO. 69801 O.R.

(5) EASEMENT FOR PUBLIC UTILITIES, INGRESS & EGRESS, GRANTED TO PACIFIC TELEPHONE AND TELEGRAPH COMPANY, RECORDED OCT. 6, 1967, AS DOC. NO. 166921 O.R.

(6) EASEMENT FOR PUBLIC UTILITIES, INGRESS & EGRESS, GRANTED TO SAN DIEGO GAS AND ELECTRIC COMPANY, RECORDED FEB. 2, 1968, AS DOC. NO. 19550 O.R.

(7) EASEMENT FOR INGRESS, EGRESS & VEHICULAR PARKING, GRANTED TO JAY W. SMALLEY AND BARBARA J. SMALLEY, SOLOMON GORDON AND LOIS RUTH GORDON, CARL HODOUS AND ETHEL J. HODOUS, AND LESTER S. BLUMENTHAL AND MARION BLUMENTHAL, RECORDED DEC. 28, 1973, AS DOC. NO. 73-356460 O.R. (TO BE QUITCLAIMED)

(8) EASEMENT FOR VEHICLE INGRESS & EGRESS, GRANTED TO NORTH COUNTY BANK, RECORDED MARCH 31, 1986, AS DOC. NO. 86-97067 O.R. (UNPLOTTBLE)

(9) EASEMENT FOR AUTOMOBILE PARKING SPACES, GRANTED TO NORTH COUNTY BANK, RECORDED MARCH 31, 1986, AS DOC. NO. 86-97067 O.R. (UNPLOTTABLE)

(10) EASEMENT FOR TWELVE (12) PARKING SPACES, GRANTED TO NORTH COUNTY BANK, A CALIFORNIA BANKING CORPORATION, RECORDED SEPT. 4, 1990, AS DOC. NO. 90-482489 O.R. (UNPLOTTABLE)

(11) EASEMENT FOR INGRESS, EGRESS & VEHICULAR PARKING, GRANTED TO AMICORP. INC. A CONNECTICUT CORPORATION, RECORDED JUNE 18, 1991, AS DOC. NO. 1991-290651 O.R. (TO BE QUITCLAIMED)

(12) A 6' WIDE EASEMENT AND RIGHT-OF-WAY FOR PUBLIC UTILITIES, INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF THE SAN DIEGO GAS AND ELECTRIC COMPANY, RECORDED MAY 22, 1961 AS INSTRUMENT NO 87934 OF OFFICIAL RECORDS.

(13) A 5' WIDE EASEMENT FOR PUBLIC UTILITIES, INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, RECORDED NOVEMBER 12, 1968 AS INSTRUMENT NO. 197832 OF OFFICIAL RECORDS.

(14) A 19' WIDE NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF STANDARD OIL COMPANY OF CALIFORNIA RECORDED APRIL 27, 1970AS INSTRUMENT NO. 71329 OF OFFICIAL RECORD.

(15) A PUBLIC STREET AND UTILITY EASEMENT PER DOC. NO. 1991-0217183 RECORDED MAY 9, 1991.

PROPOSED EASEMENTS

(1) PROPOSED EASEMENT FOR EMERGENCY ACCESS EASEMENT TO BE GRANTED TO THE CITY OF ESCONDIDO. (WIDTH VARIES 24' TO 36')

(2) PROPOSED PRIVATE EASEMENT FOR INGRESS & EGRESS TO BE GRANTED TO PARCELS 2, 3 & 4

(3) PROPOSED EASEMENT FOR PUBLIC UTILITIES AND ACCESS TO BE GRANTED TO THE CITY OF ESCONDIDO

ABBREVIATIONS

AC	ASPHALT CONCRETE	R/W	RIGHT-OF-WAY
ASPH	ASPHALT	ROH	ROOF OVERHANG
APN	ASSESSOR'S PARCEL NUMBER	SDGE	SAN DIEGO GAS & ELECTRIC
BFP	BACK-FLOW PREVENTER	SD	STORM DRAIN
C	CONCRETE	SQFT	SQUARE FEET
CB	CATCH BASIN	SL	STREET LIGHT
℄	CENTER LINE	SLPB	STREET LIGHT PULL BOX
CLF	CHAIN-LINK FENCE	SMH	SEWER MANHOLE
CONC	CONCRETE	S/W	SIDEWALK
E	ELECTRIC	TC	TOP OF CURB
EG	EXISTING GRADE	TE	TRASH ENCLOSURE
EP	EDGE OF PAVEMENT	TEL	TELEPHONE
FL	FLOW LINE	TSPB	TRAFFIC SIGNAL PULL BOX
FD	FOUND	TG	TOP OF GRATE
FDC	FIRE DEPARTMENT CONNECTION	TYP	TYPICAL
FF	FINISHED FLOOR	U/C	UNDER CONSTRUCTION
FS	FINISHED SURFACE	W/L	WATER LEVEL
FG	FINISHED GRADE	WDF	WOOD FENCE
GFF	GARAGE FINISHED FLOOR	WIF	WROUGHT IRON FENCE
GV	GATE VALVE	WM	WATER METER
HT	HEIGHT		
LD	LEAD & DISK		
L/S	LANDSCAPED AREA		
OH	OVERHANG		
OHU	OVERHEAD UTILITY		
OBS	OBSCURED AREA		
℗	PROPERTY LINE		

REVISION 5	##########
REVISION 4	##########
REVISION 3	##########
REVISION 2	##########
REVISION 1	##########
ORIGINAL SUBMITTAL	##########

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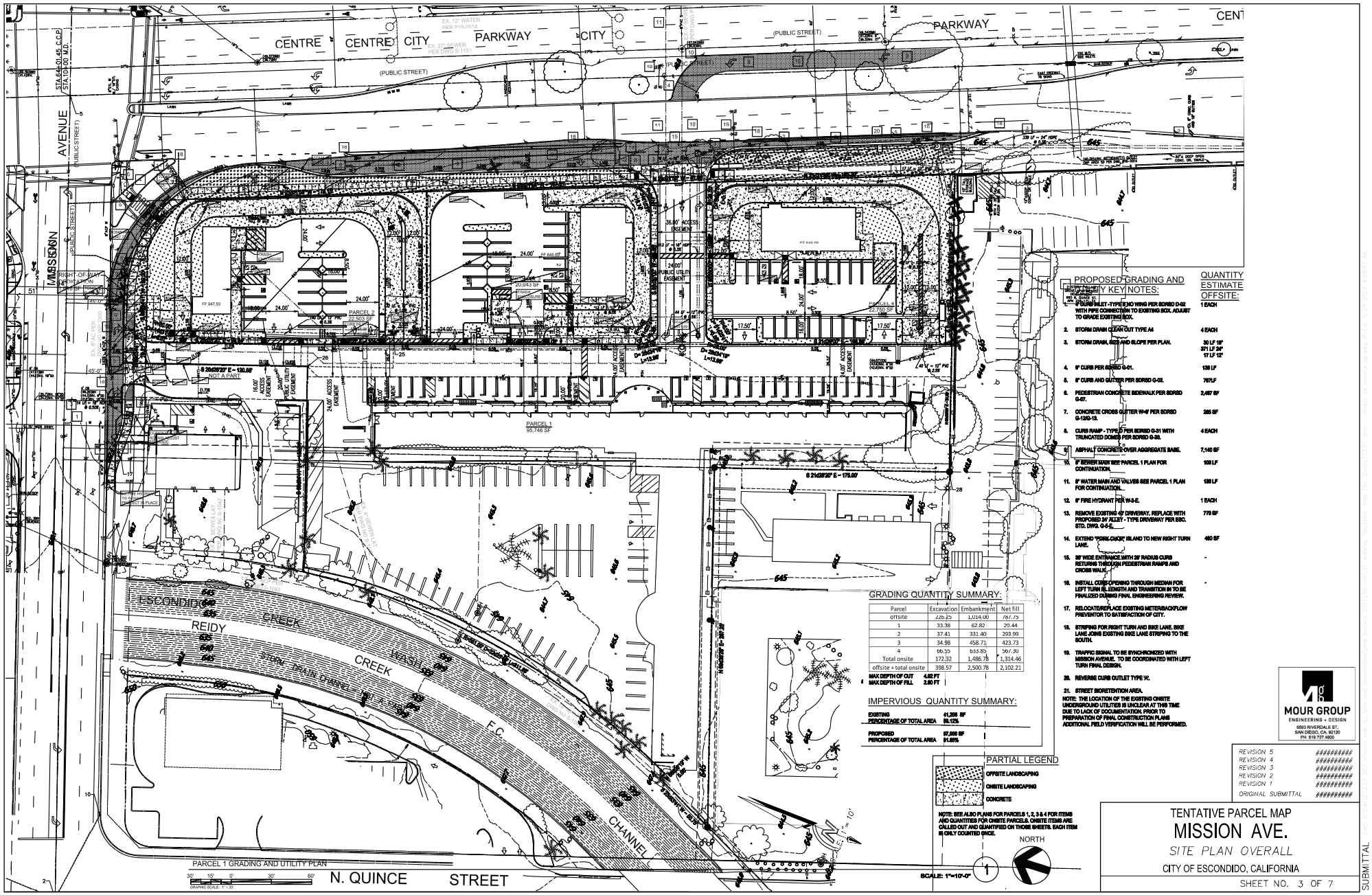
CARLSBAD, CA 92010

TENTATIVE PARCEL MAP
MISSION AVE.
BOUNDARY & EASEMENTS
CITY OF ESCONDIDO, CALIFORNIA
SHEET NO. 2 OF 7

SUBMITTAL



PROPOSED GRADING AND UTILITY KEY NOTES:

		QUANTITY ESTIMATE OFFSITE:
1.	6" CURB INLET - TYPE B NO WING PER SDRSD D-02 WITH PIPE CONNECTION TO EXISTING BOX. ADJUST TO GRADE EXISTING BOX.	1 EACH
2.	STORM DRAIN CLEAN OUT TYPE A4	4 EACH
3.	STORM DRAIN, SIZE AND SLOPE PER PLAN.	30 LF 18" 371 LF 24" 17 LF 12"
4.	6" CURB PER SDRSD G-01.	138 LF
5.	6" CURB AND GUTTER PER SDRSD G-02.	767LF
6.	PEDESTRIAN CONCRETE SIDEWALK PER SDRSD G-07.	2,467 SF
7.	CONCRETE CROSS GUTTER W=6' PER SDRSD G-12/G-13.	285 SF
8.	CURB RAMP - TYPE D PER SDRSD G-31 WITH TRUNCATED DOMES PER SDRSD G-30.	4 EACH
9.	ASPHALT CONCRETE OVER AGGREGATE BASE.	7,140 SF
10.	8" SEWER MAIN SEE PARCEL 1 PLAN FOR CONTINUATION.	169 LF
11.	8" WATER MAIN AND VALVES SEE PARCEL 1 PLAN FOR CONTINUATION.	139 LF
12.	6" FIRE HYDRANT PER W-3-E.	1 EACH
13.	REMOVE EXISTING 40' DRIVEWAY. REPLACE WITH PROPOSED 24' INLET - TYPE DRIVEWAY PER SDC. STD. DWG. G-5-E.	770 SF
14.	EXTEND "PORK CHOP" ISLAND TO NEW RIGHT TURN LANE.	460 SF
15.	39' WIDE ENTRANCE WITH 28' RADIUS CURB RETURNS THROUGH PEDESTRIAN RAMPS AND CROSS WALK.	-
16.	INSTALL CURB OPENING THROUGH MEDIAN FOR LEFT TURN SLENGTH AND TRANSITION IN TO BE FINALIZED DURING FINAL ENGINEERING REVIEW.	-
17.	RELOCATE/REPLACE EXISTING METER/BACKFLOW PREVENTOR TO SATISFACTION OF CITY.	
18.	STRIPING FOR RIGHT TURN AND BIKE LANE. BIKE LANE JOINS EXISTING BIKE LANE STRIPING TO THE SOUTH.	
19.	TRAFFIC SIGNAL TO BE SYNCHRONIZED WITH MISSION AVENUE. TO BE COORDINATED WITH LEFT TURN FINAL DESIGN.	
20.	REVERSE CURB OUTLET TYPE V.	
21.	STREET BIORETENTION AREA.	

NOTE: THE LOCATION OF THE EXISTING ONSITE UNDERGROUND UTILITIES IS UNCLEAR AT THIS TIME DUE TO LACK OF DOCUMENTATION. PRIOR TO PREPARATION OF FINAL CONSTRUCTION PLANS ADDITIONAL FIELD VERIFICATION WILL BE PERFORMED.

GRADING QUANTITY SUMMARY:

Parcel	Excavation	Embankment	Net fill
offsite	226.29	1,014.00	787.71
1	33.38	62.82	29.44
2	37.41	331.40	293.99
3	34.98	458.71	423.73
4	66.35	853.85	787.50
Total onsite	172.32	1,486.78	1,314.46
offsite + total onsite	398.57	2,500.78	2,102.21

MAX DEPTH OF CUT 4.60 FT
MAX DEPTH OF FILL 2.80 FT

IMPERVIOUS QUANTITY SUMMARY:

EXISTING	41,206 SF
PERCENTAGE OF TOTAL AREA	99.12%
PROPOSED	37,690 SF
PERCENTAGE OF TOTAL AREA	91.00%

PARTIAL LEGEND

OFFSITE LANDSCAPING
ONSITE LANDSCAPING
CONCRETE

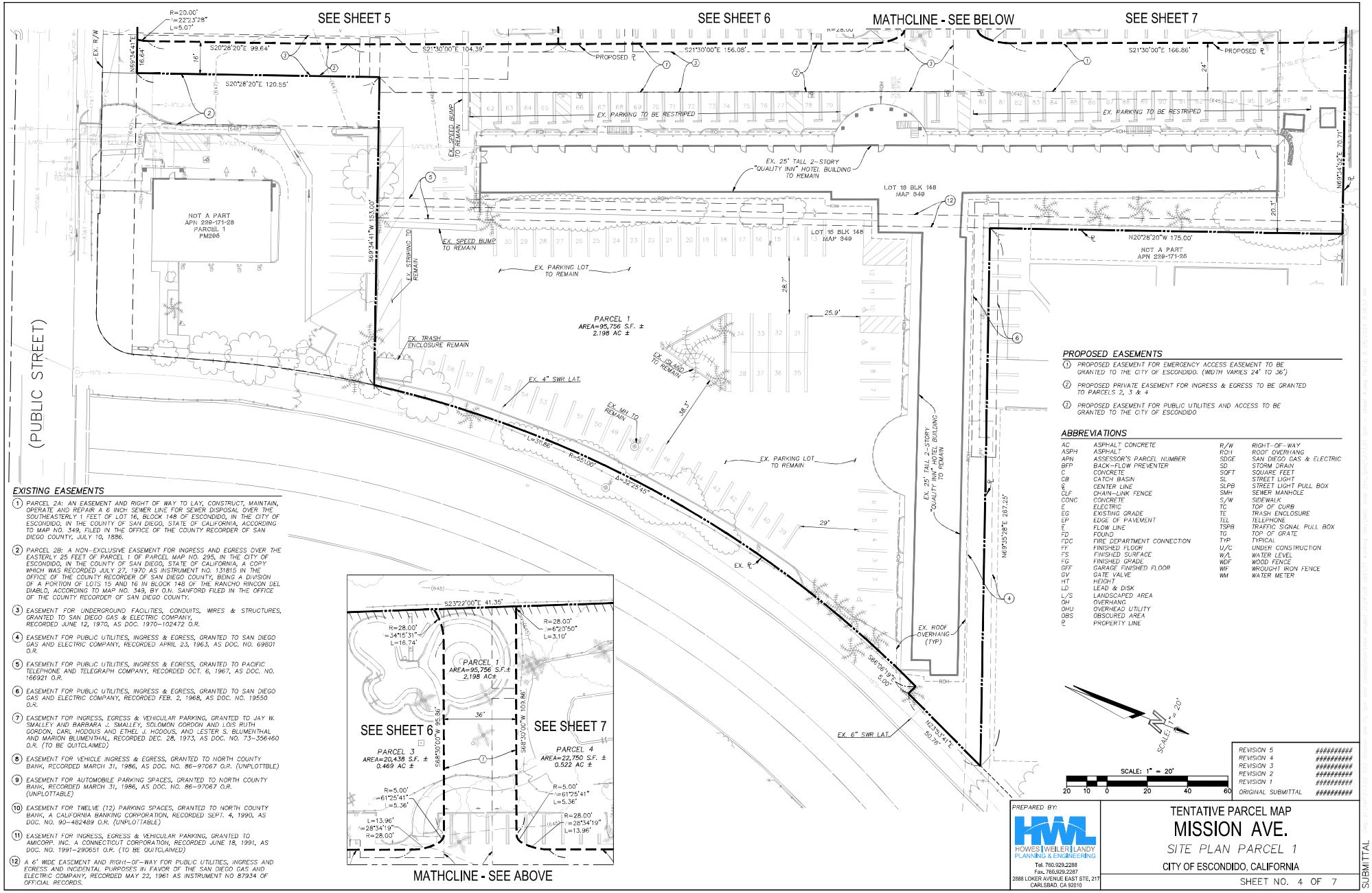
NOTE: SEE ALSO PLANS FOR PARCELS 1, 2, 3 & 4 FOR ITEMS AND QUANTITIES FOR ONSITE PARCELS. ONSITE ITEMS ARE CALLED OUT AND QUANTIFIED ON THOSE SHEETS. EACH ITEM IS ONLY COUNTED ONCE.

MOUR GROUP
ENGINEERING + DESIGN
6905 RIVERDALE ST.
SAN DIEGO, CA. 92120
PH. 619.727.4800

REVISION 5	##########
REVISION 4	##########
REVISION 3	##########
REVISION 2	##########
REVISION 1	##########
ORIGINAL SUBMITTAL	##########

TENTATIVE PARCEL MAP
MISSION AVE.
SITE PLAN OVERALL
CITY OF ESCONDIDO, CALIFORNIA
SHEET NO. 3 OF 7

SUBMITTAL



EXISTING EASEMENTS

1. PARCEL 2A: AN EASEMENT AND RIGHT OF WAY TO LAY, CONSTRUCT, MAINTAIN, OPERATE AND REPAIR A 6 INCH SEWER LINE FOR SEWER DISPOSAL OVER THE SOUTHEASTERLY 1 FEET OF LOT 16, BLOCK 148 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 349, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 15, 1886.
2. PARCEL 2B: A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE EASTERLY 25 FEET OF PARCEL 1 OF PARCEL MAP NO. 295, IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, A COPY WHICH WAS RECORDED JULY 27, 1970 AS INSTRUMENT NO. 131815 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, BEING A DIVISION OF A PORTION OF LOTS 15 AND 16 IN BLOCK 148 OF THE RANCHO RINCON DEL DIABLO, ACCORDING TO MAP NO. 349, BY O.N. SANFORD FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.
3. EASEMENT FOR UNDERGROUND FACILITIES, CONDUITS, WIRES & STRUCTURES, GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY, RECORDED JUNE 12, 1970, AS DOC. 1970-102472 O.R.
4. EASEMENT FOR PUBLIC UTILITIES, INGRESS & EGRESS, GRANTED TO SAN DIEGO GAS AND ELECTRIC COMPANY, RECORDED APRIL 23, 1963, AS DOC. NO. 69801 O.R.
5. EASEMENT FOR PUBLIC UTILITIES, INGRESS & EGRESS, GRANTED TO PACIFIC TELEPHONE AND TELEGRAPH COMPANY, RECORDED OCT. 6, 1967, AS DOC. NO. 166921 O.R.
6. EASEMENT FOR PUBLIC UTILITIES, INGRESS & EGRESS, GRANTED TO SAN DIEGO GAS AND ELECTRIC COMPANY, RECORDED FEB. 2, 1968, AS DOC. NO. 19550 O.R.
7. EASEMENT FOR INGRESS, EGRESS & VEHICULAR PARKING, GRANTED TO JAY W. SMALLEY AND BARBARA J. SMALLEY, SOLOMON GORDON AND LOIS RUTH GORDON, CARL HODOUS AND ETHEL J. HODOUS, AND LESTER S. BLUMENTHAL AND MARION BLUMENTHAL, RECORDED DEC. 28, 1973, AS DOC. NO. 73-356460 O.R. (TO BE QUITCLAIMED)
8. EASEMENT FOR VEHICLE INGRESS & EGRESS, GRANTED TO NORTH COUNTY BANK, RECORDED MARCH 31, 1986, AS DOC. NO. 86-97067 O.R. (UNPLOTTBLE)
9. EASEMENT FOR AUTOMOBILE PARKING SPACES, GRANTED TO NORTH COUNTY BANK, RECORDED MARCH 31, 1986, AS DOC. NO. 86-97067 O.R. (UNPLOTTABLE)
10. EASEMENT FOR TWELVE (12) PARKING SPACES, GRANTED TO NORTH COUNTY BANK, A CALIFORNIA BANKING CORPORATION, RECORDED SEPT. 4, 1990, AS DOC. NO. 90-482489 O.R. (UNPLOTTABLE)
11. EASEMENT FOR INGRESS, EGRESS & VEHICULAR PARKING, GRANTED TO AMICORP. INC. A CONNECTICUT CORPORATION, RECORDED JUNE 18, 1991, AS DOC. NO. 1991-290651 O.R. (TO BE QUITCLAIMED)
12. A 6' WIDE EASEMENT AND RIGHT-OF-WAY FOR PUBLIC UTILITIES, INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF THE SAN DIEGO GAS AND ELECTRIC COMPANY, RECORDED MAY 22, 1961 AS INSTRUMENT NO 87934 OF OFFICIAL RECORDS.

PROPOSED EASEMENTS

1. PROPOSED EASEMENT FOR EMERGENCY ACCESS EASEMENT TO BE GRANTED TO THE CITY OF ESCONDIDO. (WIDTH VARIES 24' TO 36')
2. PROPOSED PRIVATE EASEMENT FOR INGRESS & EGRESS TO BE GRANTED TO PARCELS 2, 3 & 4
3. PROPOSED EASEMENT FOR PUBLIC UTILITIES AND ACCESS TO BE GRANTED TO THE CITY OF ESCONDIDO

ABBREVIATIONS

AC	ASPHALT CONCRETE	R/W	RIGHT-OF-WAY
ASPH	ASPHALT	ROH	ROOF OVERHANG
APN	ASSESSOR'S PARCEL NUMBER	SDGE	SAN DIEGO GAS & ELECTRIC
BFP	BACK-FLOW PREVENTER	SD	STORM DRAIN
C	CONCRETE	SQFT	SQUARE FEET
CB	CATCH BASIN	SL	STREET LIGHT
℄	CENTER LINE	SLPB	STREET LIGHT PULL BOX
CLF	CHAIN-LINK FENCE	SMH	SEWER MANHOLE
CONC	CONCRETE	S/W	SIDEWALK
E	ELECTRIC	TC	TOP OF CURB
EG	EXISTING GRADE	TE	TRASH ENCLOSURE
EP	EDGE OF PAVEMENT	TEL	TELEPHONE
F	FLOW LINE	TSPB	TRAFFIC SIGNAL PULL BOX
FD	FOUND	TG	TOP OF GRATE
FDC	FIRE DEPARTMENT CONNECTION	TYP	TYPICAL
FF	FINISHED FLOOR	U/C	UNDER CONSTRUCTION
FS	FINISHED SURFACE	W/L	WATER LEVEL
FG	FINISHED GRADE	WDF	WOOD FENCE
GFF	GARAGE FINISHED FLOOR	WIF	WROUGHT IRON FENCE
GV	GATE VALVE	WM	WATER METER
HT	HEIGHT		
LD	LEAD & DISK		
L/S	LANDSCAPED AREA		
OH	OVERHANG		
OHU	OVERHEAD UTILITY		
OBS	OBSCURED AREA		
℄	PROPERTY LINE		

REVISION	
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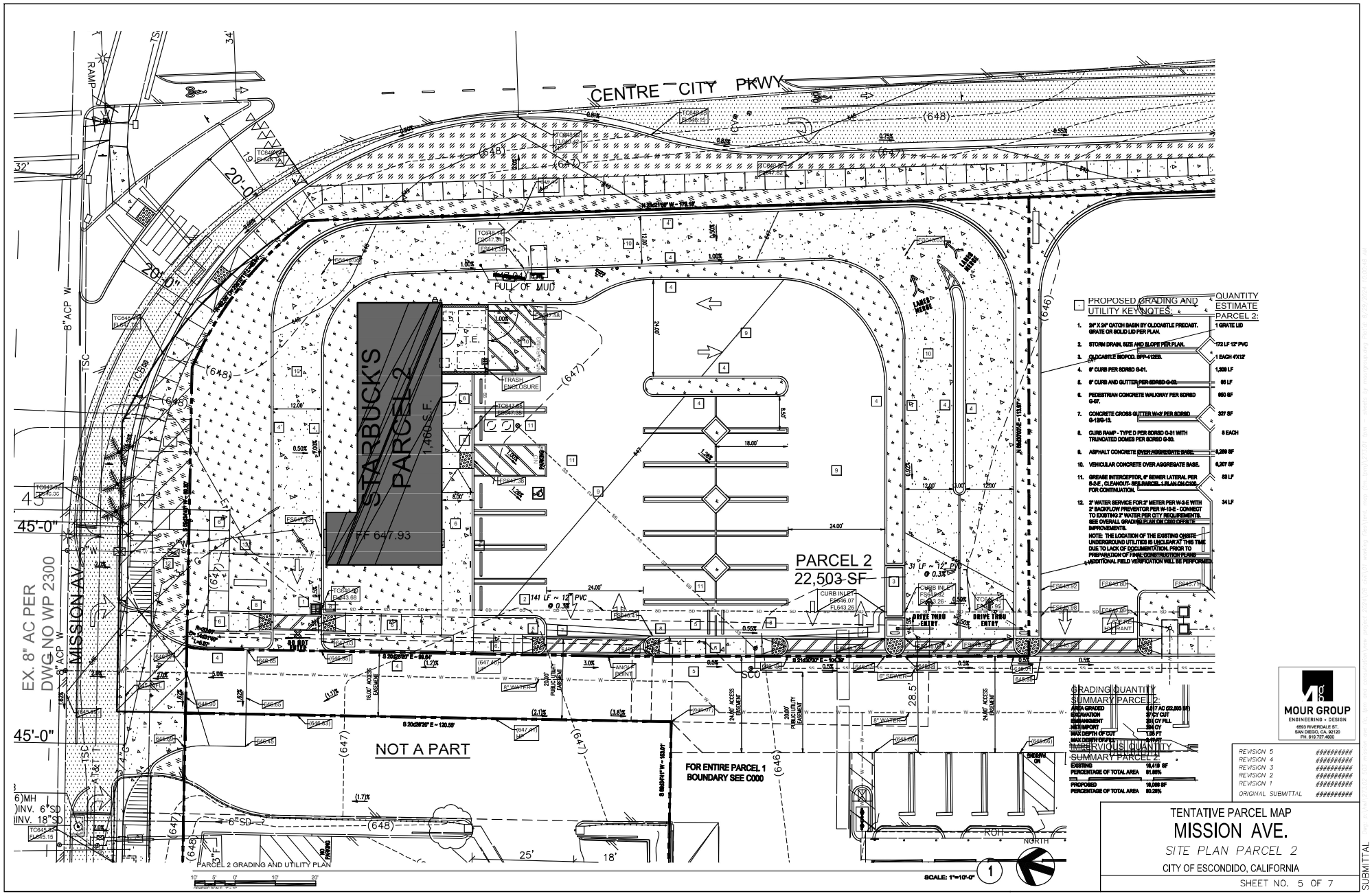
REVISION 4	##########
REVISION 3	##########
REVISION 2	##########
REVISION 1	##########
ORIGINAL SUBMITTAL	##########

PREPARED BY:
HOWES | WEILER | LANDY
PLANNING & ENGINEERING
Tel. 760.929.2288
Fax. 760.929.2287
2888 LOKER AVENUE EAST STE. 217
CARLSBAD, CA 92010

TENTATIVE PARCEL MAP
MISSION AVE.
SITE PLAN PARCEL 1
CITY OF ESCONDIDO, CALIFORNIA
SHEET NO. 4 OF 7

SUBMITTAL



PROPOSED GRADING AND UTILITY KEYNOTES:

		QUANTITY ESTIMATE PARCEL 2:
1.	24" X 24" CATCH BASIN BY OLDCASTLE PRECAST. GRATE OR SOLID LID PER PLAN.	1 GRATE LID
2.	STORM DRAIN, SIZE AND SLOPE PER PLAN.	172 LF 12" PVC
3.	OLDCASTLE BIOPOD. BPP-412EB.	1 EACH 4'X12'
4.	6" CURB PER SDRSD G-01.	1,309 LF
5.	6" CURB AND GUTTER PER SDRSD G-02.	66 LF
6.	PEDESTRIAN CONCRETE WALKWAY PER SDRSD G-07.	650 SF
7.	CONCRETE CROSS GUTTER W=4' PER SDRSD G-12/G-13.	327 SF
8.	CURB RAMP - TYPE D PER SDRSD G-31 WITH TRUNCATED DOMES PER SDRSD G-30.	8 EACH
9.	ASPHALT CONCRETE OVER AGGREGATE BASE.	6,289 SF
10.	VEHICULAR CONCRETE OVER AGGREGATE BASE.	6,207 SF
11.	GREASE INTERCEPTOR, 6" SEWER LATERAL PER S-3-E. CLEANOUT. SEE PARCEL 1 PLAN ON C100 FOR CONTINUATION.	69 LF
12.	2" WATER SERVICE FOR 2" METER PER W-3-E WITH 2" BACKFLOW PREVENTOR PER W-10-E - CONNECT TO EXISTING 2" WATER PER CITY REQUIREMENTS. SEE OVERALL GRADING PLAN ON C000 OFFSITE IMPROVEMENTS. NOTE: THE LOCATION OF THE EXISTING ONSITE UNDERGROUND UTILITIES IS UNCLEAR AT THIS TIME DUE TO LACK OF DOCUMENTATION. PRIOR TO PREPARATION OF FINAL CONSTRUCTION PLANS ADDITIONAL FIELD VERIFICATION WILL BE PERFORMED.	34 LF

GRADING QUANTITY SUMMARY PARCEL 2:

AREA GRADED	0.517 AC (22,503 SF)
EXCAVATION	391 CY CUT
EMBANKMENT	391 CY FILL
NET IMPORT	0 CY
MAX DEPTH OF CUT	1.35 FT
MAX DEPTH OF FILL	0 FT

IMPERVIOUS QUANTITY SUMMARY PARCEL 2:

EXISTING	16,416 SF
PERCENTAGE OF TOTAL AREA	91.85%
PROPOSED	18,008 SF
PERCENTAGE OF TOTAL AREA	80.28%

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PH. 619.727.4600

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REVISION 2	##########
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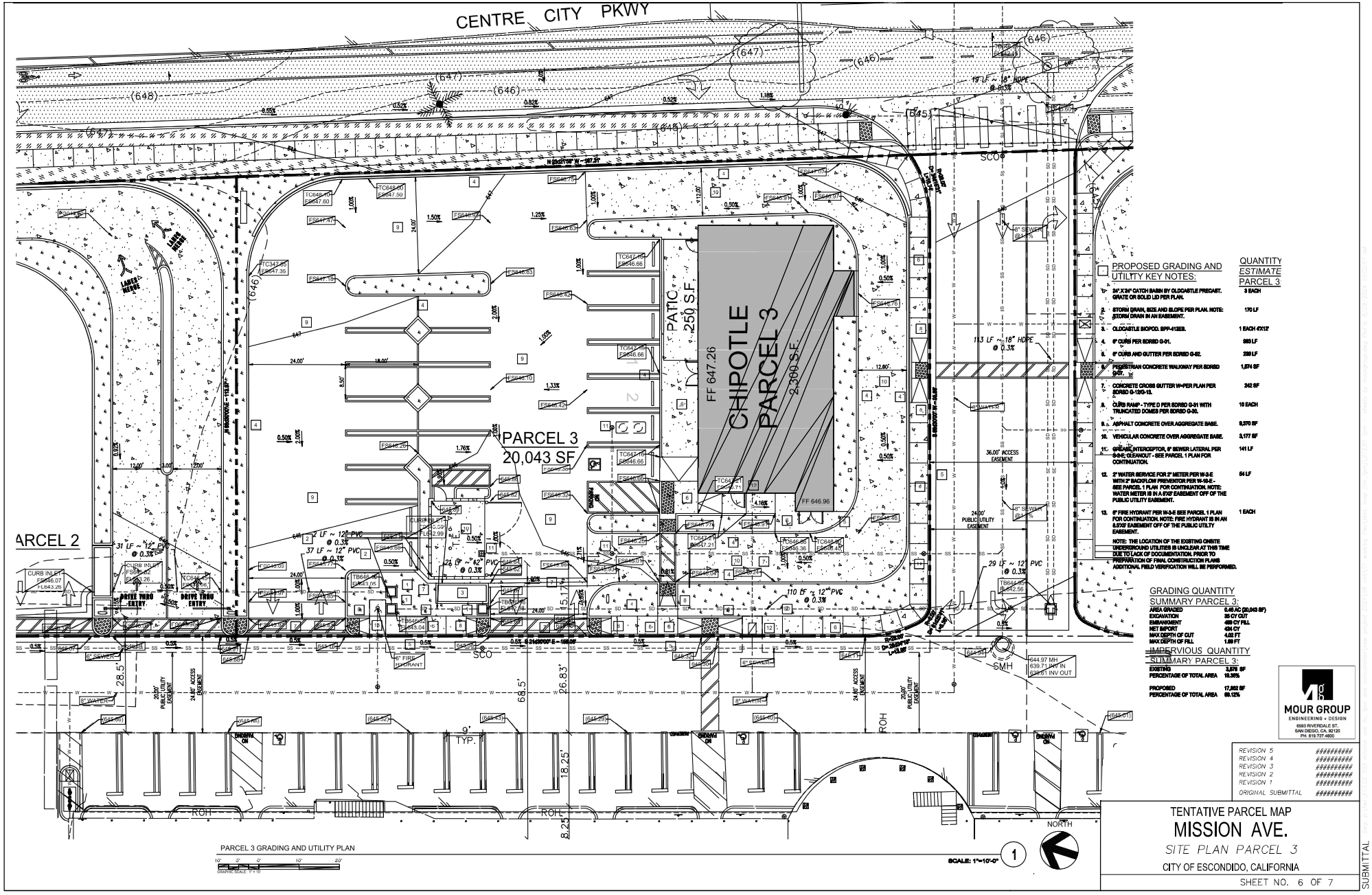
TENTATIVE PARCEL MAP
MISSION AVE.
SITE PLAN PARCEL 2
CITY OF ESCONDIDO, CALIFORNIA
SHEET NO. 5 OF 7

SUBMITTAL



PROPOSED GRADING AND UTILITY KEY NOTES:

		QUANTITY ESTIMATE PARCEL 3
1.	24" X 36" GATCH BASIN BY CLOCASTLE PRECAST. GRATE OR SOLID LID PER PLAN.	3 EACH
2.	STORM DRAIN, SIZE AND SLOPE PER PLAN. NOTE: STORM DRAIN IN AN EASEMENT.	170 LF
3.	CLOCASTLE BIOPOD. BPF-412EB.	1 EACH 4'X12'
4.	6" CURB PER SDRSD G-01.	989 LF
5.	6" CURB AND GUTTER PER SDRSD G-02.	239 LF
6.	PEDESTRIAN CONCRETE WALKWAY PER SDRSD G-07.	1,574 SF
7.	CONCRETE CROSS GUTTER W=PER PLAN PER SDRSD G-12/G-13.	242 SF
8.	CURB RAMP - TYPE D PER SDRSD G-31 WITH TRUNCATED DOMES PER SDRSD G-30.	10 EACH
9.	ASPHALT CONCRETE OVER AGGREGATE BASE.	8,370 SF
10.	VEHICULAR CONCRETE OVER AGGREGATE BASE.	3,177 SF
11.	GREASE INTERCEPTOR, 6" SEWER LATERAL PER G-9-2; CLEANOUT - SEE PARCEL 1 PLAN FOR CONTINUATION.	141 LF
12.	2" WATER SERVICE FOR 2" METER PER W-3-2 WITH 2" BACKFLOW PREVENTOR PER W-19-2 - SEE PARCEL 1 PLAN FOR CONTINUATION. NOTE: WATER METER IS IN A 6'X9' EASEMENT OFF OF THE PUBLIC UTILITY EASEMENT.	64 LF
13.	6" FIRE HYDRANT PER W-3-5 SEE PARCEL 1 PLAN FOR CONTINUATION. NOTE: FIRE HYDRANT IS IN AN 8.5'X9' EASEMENT OFF OF THE PUBLIC UTILITY EASEMENT.	1 EACH

NOTE: THE LOCATION OF THE EXISTING ONSITE UNDERGROUND UTILITIES IS UNCLEAR AT THIS TIME DUE TO LACK OF DOCUMENTATION. PRIOR TO PREPARATION OF FINAL CONSTRUCTION PLANS ADDITIONAL FIELD VERIFICATION WILL BE PERFORMED.

GRADING QUANTITY SUMMARY PARCEL 3:

AREA GRADED	0.46 AC (20,043 SF)
EXCAVATION	35 CY CUT
EMBANKMENT	459 CY FILL
NET IMPORT	424 CY
MAX DEPTH OF CUT	4.92 FT
MAX DEPTH OF FILL	1.89 FT

IMPERVIOUS QUANTITY SUMMARY PARCEL 3:

EXISTING	3,876 SF
PERCENTAGE OF TOTAL AREA	19.35%
PROPOSED	17,862 SF
PERCENTAGE OF TOTAL AREA	89.12%

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SAN DIEGO, CA. 92120
PH. 619.737.4600

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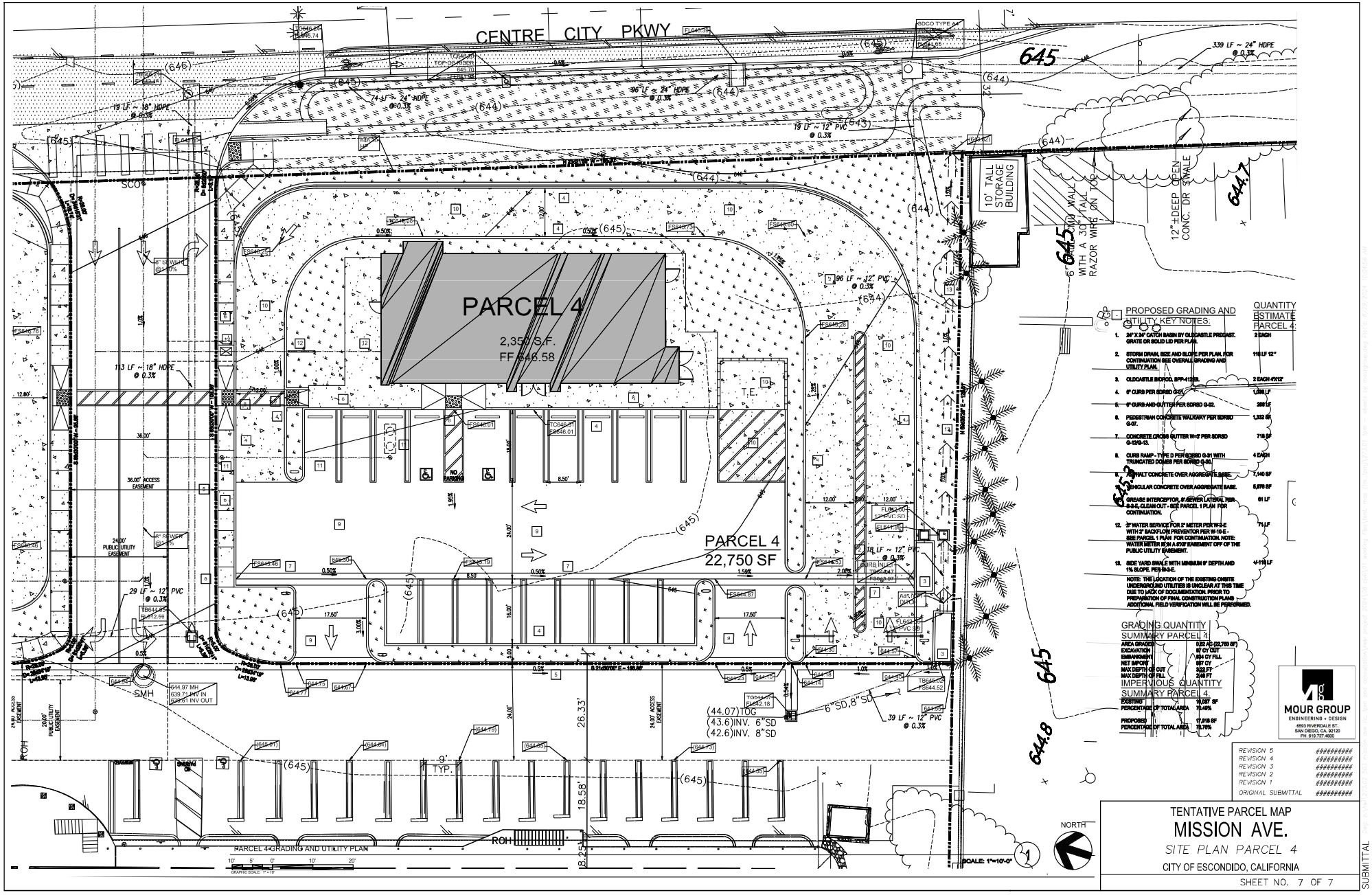
REVISION 3	##########
REVISION 2	##########
REVISION 1	##########
ORIGINAL SUBMITTAL	##########

TENTATIVE PARCEL MAP
MISSION AVE.
SITE PLAN PARCEL 3
CITY OF ESCONDIDO, CALIFORNIA
SHEET NO. 6 OF 7

SUBMITTAL

Item17.


CENTRE CITY PKWY
PARCEL 4
2,350 S.F.
FF 646.58
PARCEL 4
22,750 SF
10' TALL STORAGE BUILDING
12"±DEEP OPEN CONC. DR SWALE
6' CMU WALL WITH A 30" TALL RAZOR WIRE ON TOP
PROPOSED GRADING AND UTILITY KEY NOTES:
QUANTITY ESTIMATE PARCEL 4:
GRADING QUANTITY SUMMARY PARCEL 4
IMPERVIOUS QUANTITY SUMMARY PARCEL 4
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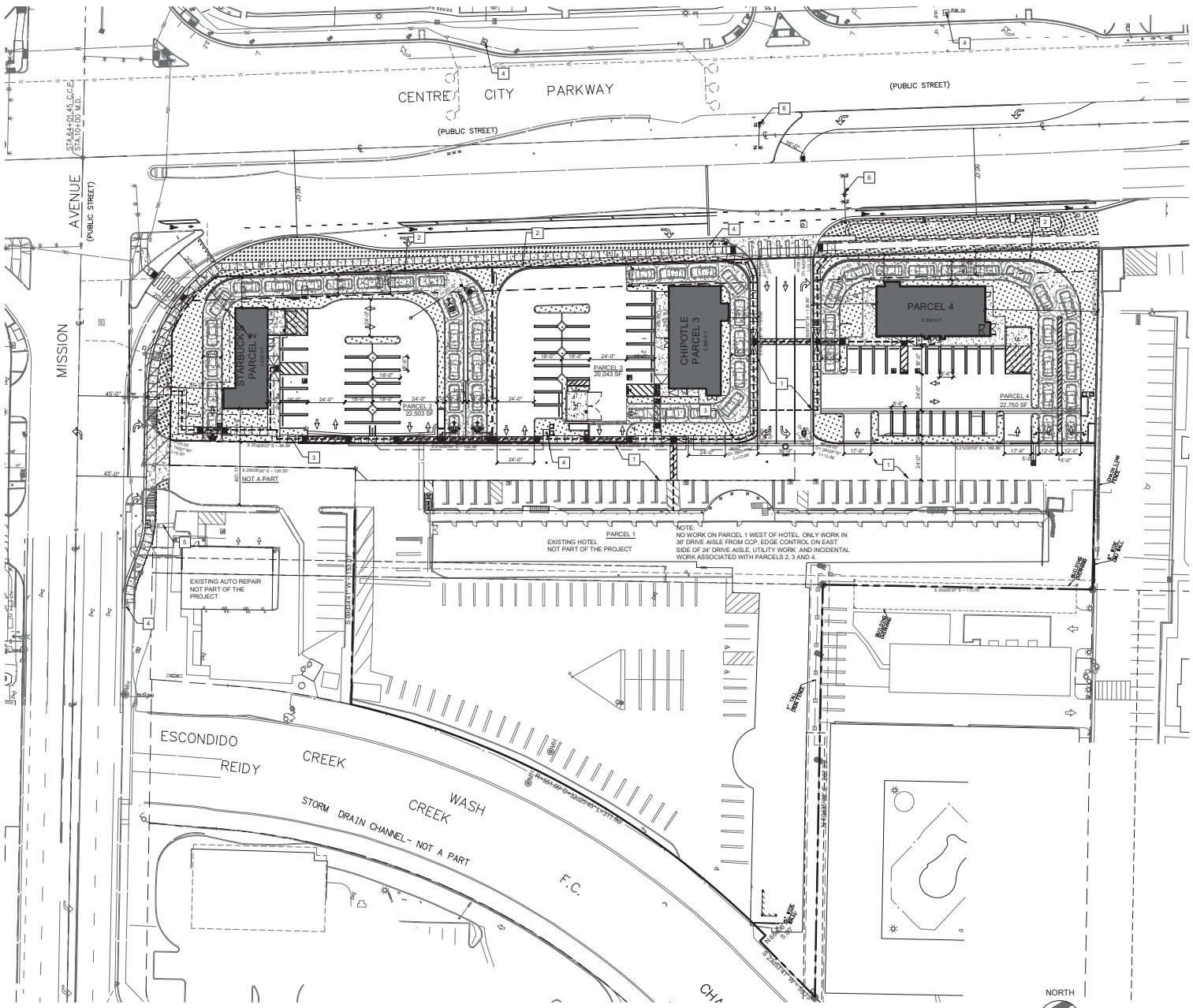
TENTATIVE PARCEL MAP
MISSION AVE.
SITE PLAN PARCEL 4
CITY OF ESCONDIDO, CALIFORNIA
SHEET NO. 7 OF 7
PARCEL 4 GRADING AND UTILITY PLAN
NORTH
SCALE: 1"=10'-0"
SUBMITTAL



OVERALL SITE PLAN

SCALE: 1"=30'-0" (1)

GRAPHIC SCALE: 1" = 30'

VICINITY MAP

PROJECT DESCRIPTION

THE PROJECT PROPOSES TO CONSTRUCT THREE DRIVE-THRU RESTAURANTS ON AN EXISTING DEVELOPED SITE. THE SITE WILL BE DIVIDE INTO FOUR PARCELS: 2-4 WILL FOR THE DRIVE-THRU RESTAURANTS. PARCEL 1 IS FOR THE EXISTING HOTEL. THE PROJECT PROPOSED OF SITE IMPROVEMENT INCLUDING THE RIGHT TURN LANE FROM MISSION TO CENTER CITY PARKWAY AND LEFT TURN POCKET INTO THE SITE INCLUDING TRAFFIC SIGNALING.

PROJECT NOTES

CONDITIONAL USE PERMIT
CASE NUMBER: PL24-0057, PL24-0198. PL22-0396. PL22-0397, PL22-0398

ADDRESS: SOUTH EAST CORNER OF MISSION AVE AND CENTER CITY PARKWAY

APN: 229-171-29 AND 229-171-30

ZONING: C-G (GENERAL COMMERCIAL)

PROPOSED LAND USE:
FOR PARCEL 2,3 AND 4: DRIVE-THRU RESTAURANTS.
PARCEL 1: EXISTING HOTEL

SITE AREA: 3.70 ACRES ±
PARCEL 1 - 95,746 S.F. , 2.198 AC
PARCEL 2 - 22,503 S.F. , 0.516 AC
PARCEL 3 - 20,043 S.F. , 0.460 AC
PARCEL 4 - 22,750 S.F. , 0.522 AC

REQUIRED SET BACKS:
FRONT: 15' FACING CENTER CITY PARKWAY
SIDE: NONE
STREET SIDE: NONE
REAR: NONE

PROPOSED BUILDING AREA	COVERAGE
PARCEL 2: 1,460 S.F.	6.60%
PARCEL 3: 2,300 S.F.	11.25%
PARCEL 4: 2,350 S.F.	10.62%

PARKING:
REQUIRED: 20 SPACES FOR A DRIVE THRU RESTAURANT
PROVIDED: 20 SPACES AT PARCELS 2, 3, 4.
PARCEL 1 EXISTING.
SIZE: 8'-6"x18'-0" STANDARD
9'-0" x 180'-0" ACESSIBLE

PROJECT DIRECTORY

OWNER
501 W. MISSION, LLC
14493 OLD CREEK DRIVE
SAN DIEGO, CA 92131
949-233-6133
ATTN: PATRICK COX

PLANNING AND MAPPING
HWL
2888 LOCKER AVE E., STE 217
CARLSBAD, CA 92010
760-929-2280
ATTN: STAN WEILER

CIVIL ENGINEER
MOUR GROUP ENGINEERING + DESIGN
6593 RIVERDALE STREET
SAN DIEGO, CA 92120
(619) 727-4800
ATTN: ERIN SWEENEY

LANDSCAPE ARCHITECT:
LANDSCAPE ARCHITECTURE
MSLA
306 CANYON FALLS DRIVE
FOLSOM, CA 95630
CONTACT: MICHAEL SHULAR
(916) 989-3372

ARCHITECTURE/STRUCTURAL ENGINEERING
MOUR GROUP ENGINEERING + DESIGN
6595 RIVERDALE STREET
SAN DIEGO, CA 92120
(619) 727-4800
ATTN: GLENN MOURITZEN
JOSEPH SKIMMING

GENERAL NOTES

A. SEE CIVIL AND LANDSCAPE DRAWING FOR OFF-SITE WORK.

SITE PLAN KEY NOTES:

1. EASEMENT
2. 3' CMU SCREEN WALL
3. ACCESSIBLE PATH OF TRAVEL
4. FIRE HYDRANT
5. EXISTING POLE SIGN
6. PROPOSED TRAFFIC SIGNAL

Revisions:

1	
2	
3	
4	
5	
6	

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PH. 619.727.4800

PROJECT
PROPOSED DEVELOPMENT
PARCEL 2
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
501 WEST MISSION, LLC
c/o PATRICK COX
14493 OLD CREEK ROAD
SAN DIEGO, CA 92131

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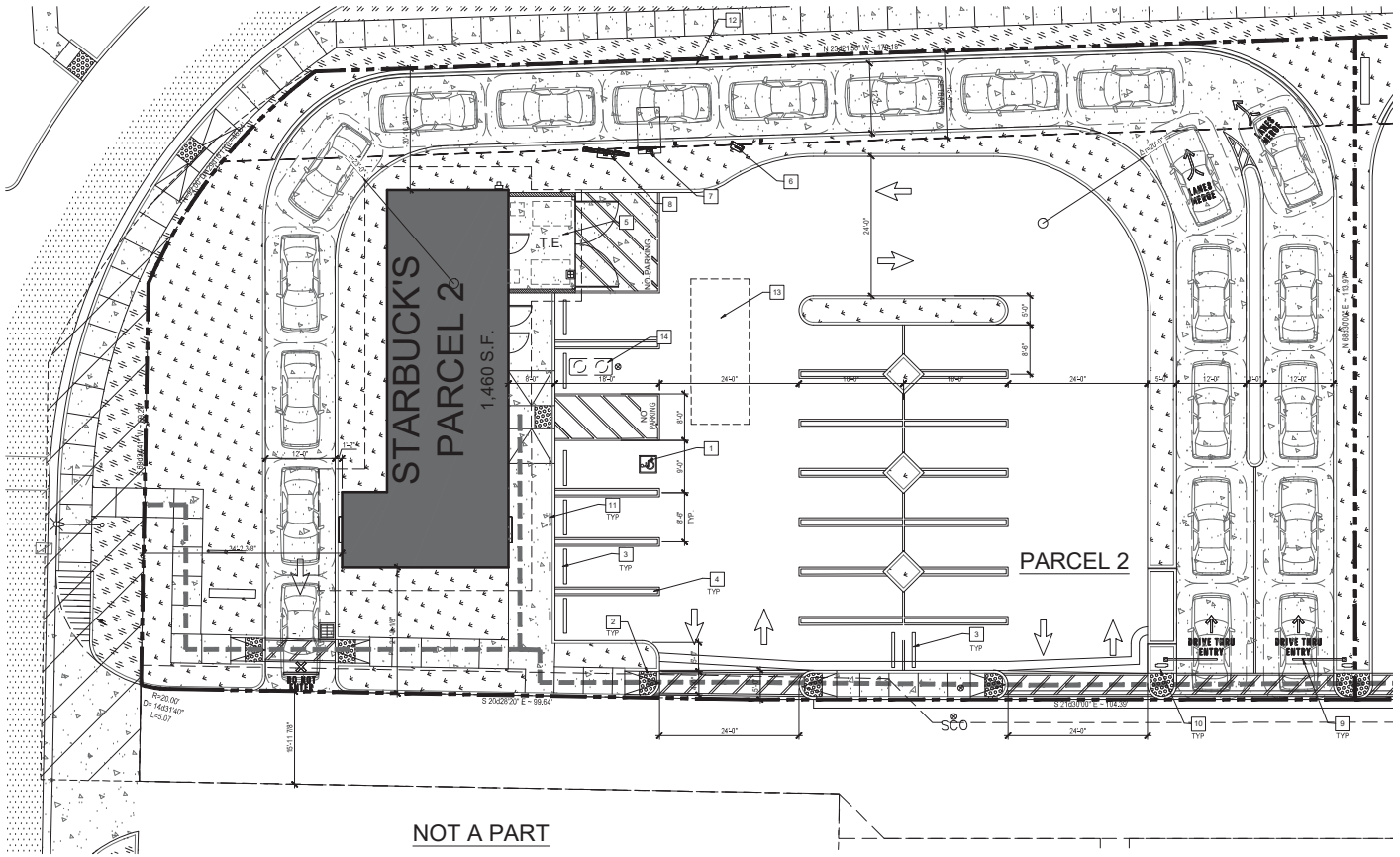
DATE:	AUGUST 23, 2024
PROJECT NO.:	WM2301
DRAWN:	MOUR GROUP
SCALE:	AS SHOWN

SHEET TITLE:
OVERALL
SITE PLAN

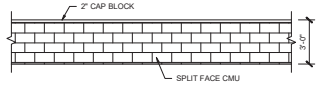
SHEET #
AS000



SITE PLAN PARCEL 1

GRAPHIC SCALE: 1" = 10'

SCALE: 1"=10'-0" 1



TYPICAL SCREEN WALL

SCALE: 1/4"=1'-0" 2

PARCEL 2 INFORMATION

PARCEL 2 AREA - 22,096 S.F.

PROPOSED BUILDING AREA — COVERAGE
PARCEL 2: 1,460 S.F. — 6.59% PROPOSED

OCCUPANCY: A2/B DRIVE THUR RESTAURANT
NOTE PROPOSED BUILDING WILL A DRIVE-THRU ONLY, NO CUSTOMER SEATING

CONSTRUCTION TYPE: VB - NO SPRINKLERS

PARKING:
REQUIRED: 20 SPACES FOR A DRIVE THRU RESTAURANT
PROVIDED: 20 SPACES AT PARCELS 2, 3, 4.
SIZE: 8'-6"x18'-0" STANDARD
9'-0" x 180'-0" ACCESSIBLE

SITE PLAN KEY NOTES:

1. ACCESSIBLE PARKING STALL
2. CURB RAMP WITH TRUNCATED DOMES
3. WHEEL STOP
4. PARKING STRIPING
5. TRASH ENCLOSURE , WITH 6'-0" CMU WALLS, METAL GATES AND ROOF.
6. PRE-ORDER BOARD, BY TENANT UNDER SEPARATE PERMIT
7. ORDER SCREEN, BY TENANT UNDER SEPARTE PERMIT
8. MENU BOARD, BY TENANT UNDER SEPARATE PERMIT
9. HEIGHT RESTRICTION BAR, BY TENANT UNDER SEPARATE PERMIT
10. DRIVE-THRU SIGN, BY TENANT UNDER SEPARATE PERMIT
11. MOBILE ORDER PICK-UP SIGN BY TENANT
12. 3 FOOT HIGH CMU SCREEN WALL. SEE DETAIL 2 BELOW.
13. 10'-0" X 25'-0" X 14 HIGH LOADING AREA
14. GREASE INTERCEPTOR

SITE PLAN LEGEND

INDICATES LANDSCAPING, SEE LANDSCAPE PLANS

INDICATES CONCRETE PAVING

INDICATES PATH ACCESSIBLE OF TRAVEL

Revisions:

1	
2	
3	
4	
5	
6	

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PROJECT
PROPOSED DEVELOPMENT
PARCEL 2
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
501 WEST MISSION, LLC
c/o PATRICK COX
14493 OLD CREEK ROAD
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DATE:	AUGUST 23, 2024
PROJECT NO.:	WM2301
DRAWN:	MOUR GROUP
SCALE:	AS SHOWN

SHEET TITLE:
ENLARGED
SITE PLAN
PARCEL 2

SHEET #
AS201

PARCEL 2 DEVELOPMENT

501/503 MISSION AVE, ESCONDIDO
PL24-0057, PL22-0396, PL22-0397, PL22-0398, PL24-0198

LANDSCAPE DESIGN STATEMENT

THE PROPOSED LANDSCAPE HAS BEEN DESIGNED TO MEET THE REQUIREMENTS OF THE APPLICABLE SECTIONS OF THE CITY OF ESCONDIDO ZONING CODE.

THE PROJECT PROPOSES FRONTAGE, PERIMETER AND PARKING LOT PLANTER DESIGN TO SATISFY ZONING CODE SECTIONS 33-780. BORDER--BARRICADES, SCREENING AND LANDSCAPING AND SECTION 33-1339. STANDARDS FOR LANDSCAPING.

WATER CONSERVATION GOALS SHALL BE MET THROUGH THE USE OF LOW WATER USE PLANT SELECTIONS GROUPED TOGETHER IN IRRIGATION HYDROZONES OF SIMILAR WATER USE PLANTS. A WEATHER-BASED IRRIGATION CONTROLLER SHALL BE USED TO OPERATE THE IRRIGATION SYSTEM TO ACHIEVE AUTOMATIC SEASONAL WATER REQUIREMENT ADJUSTMENTS.

PER CITY ZONING CODE, THE LANDSCAPE DESIGN SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO THE FOLLOWING REQUIREMENTS:

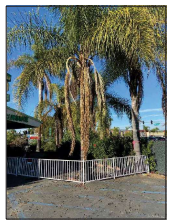
- PROPOSED LANDSCAPING SHOULD USE WATER CONSERVING PLANT MATERIALS THAT ARE NATIVE TO THE SAN DIEGO REGION OR ARE ADAPTED TO A HOT DRY SUMMER/COOL WINTER CLIMATE.
- EXISTING VEGETATION SHALL BE INCORPORATED INTO THE LANDSCAPE DESIGN WHERE POSSIBLE.
- APPLICABLE REQUIREMENTS OF OFF-STREET PARKING STANDARDS, SECTIONS 33-760 THROUGH 33-769.
- TREES SHALL CONTAIN A MIX OF EVERGREEN AND DECISUOUS VARIETIES AND SHALL BE A MINIMUM 15-GALLON CONTAINER AT THE TIME OF PLANTING.

A FINAL IRRIGATION DESIGN PLAN SHALL BE INCLUDED WITH THE PERMIT DRAWINGS COMPLETED FOR THE SITE DURING IMPROVEMENT PLAN PREPARATION.

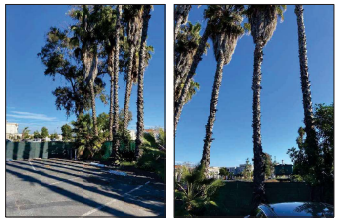
BARK MULCH (LOCALLY SOURCED IN AN EARTH TONE COLOR) TO BE INSTALLED WITHIN PLANTER AREAS.

CANDIDATE PLANT LIST

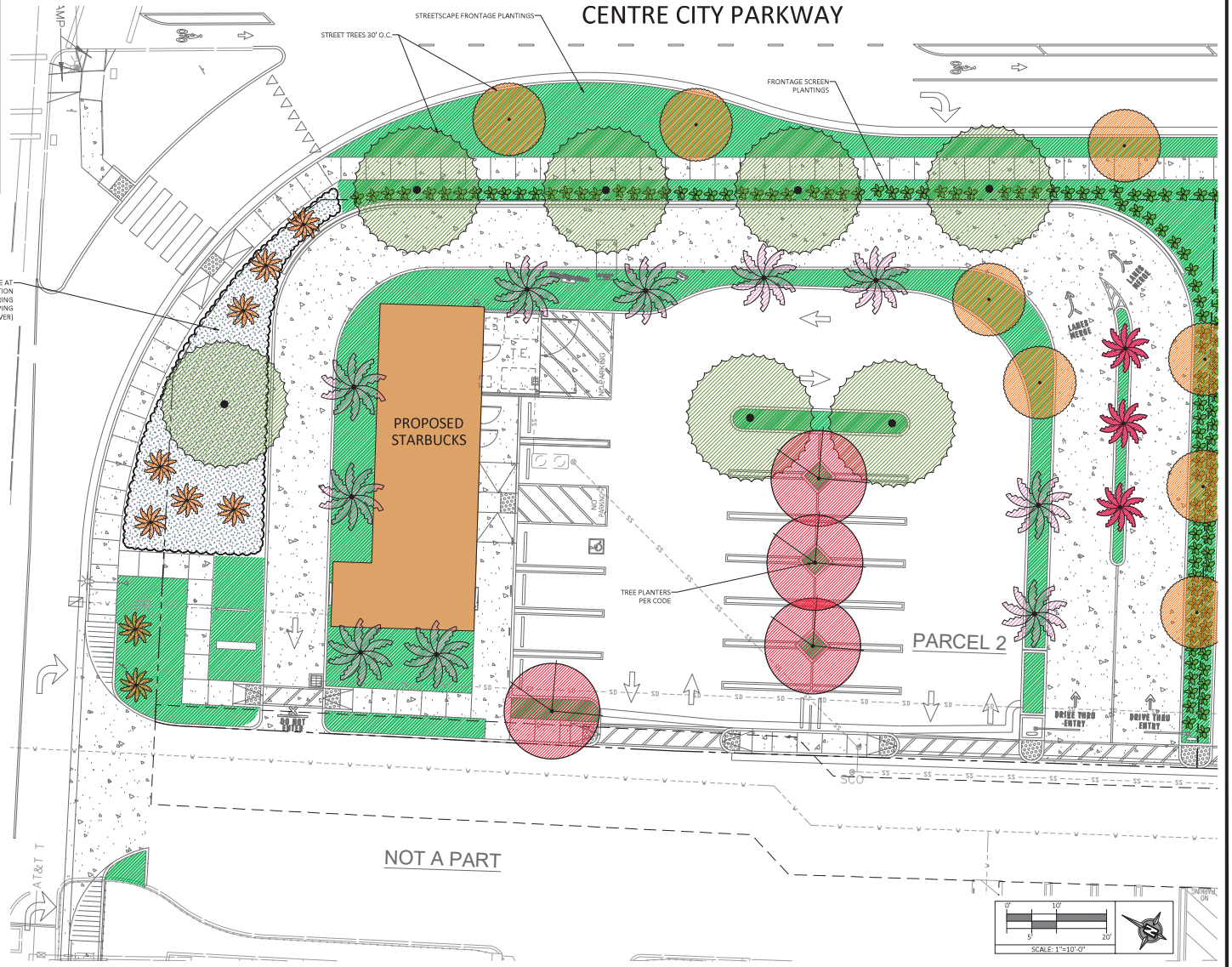
SYM	BOTANICAL/ COMMON NAME
	TREES
	ACACIA STENOPHYLLA
	ARBUTUS X 'MARINA'
	CERCIS CANADENSIS 'FOREST PANSY'
	PISTACIA X 'RED PUSH'
	RELOCATED PALM TREES
	SEVERAL EXISTING PALM TREES TO BE RELOCATED:
	SYAGRUS ROMANZOFFIANA/ QUEEN PALM
	WASHINGTONIA ROBUSTA/ MEXICAN FAN PALM
	SHRUBS
	AZALEA INDICA HAPPY DAYS
	BUXUS MICROPHYLLA JAPONICA 'WINTER GEM'
	BULBINE FRUTESCENS 'HALLMARK'
	BOUGAINVILLEA 'TORCH GLOW
	CALAMAGROSTIS X ACUTIFLORA'KARL FOERSTER
	DIANELLA REVOLUTA
	EUONYMUS JAPONICUS SILVER KING
	KNIPHOFIA 'ORANGE BLAZE'
	LANTANA X 'NEW GOLD
	PENNISETUM SETACEUM 'FIREWORKS
	PELARGONIUM 'AMERICANA RED
	LOMANDRA LONGIFOLIA 'BREEZE'
	LIGUSTRUM SINENSIS 'SUNSHINE'
	NANDINA DOMESTICA OBSESSION
	HEDGE SHRUBS



PINK TAGGED QUEEN PALMS
(APPROX. 15-20' FEET TALL)



RED TAGGED FAN PALMS (30+' tall)



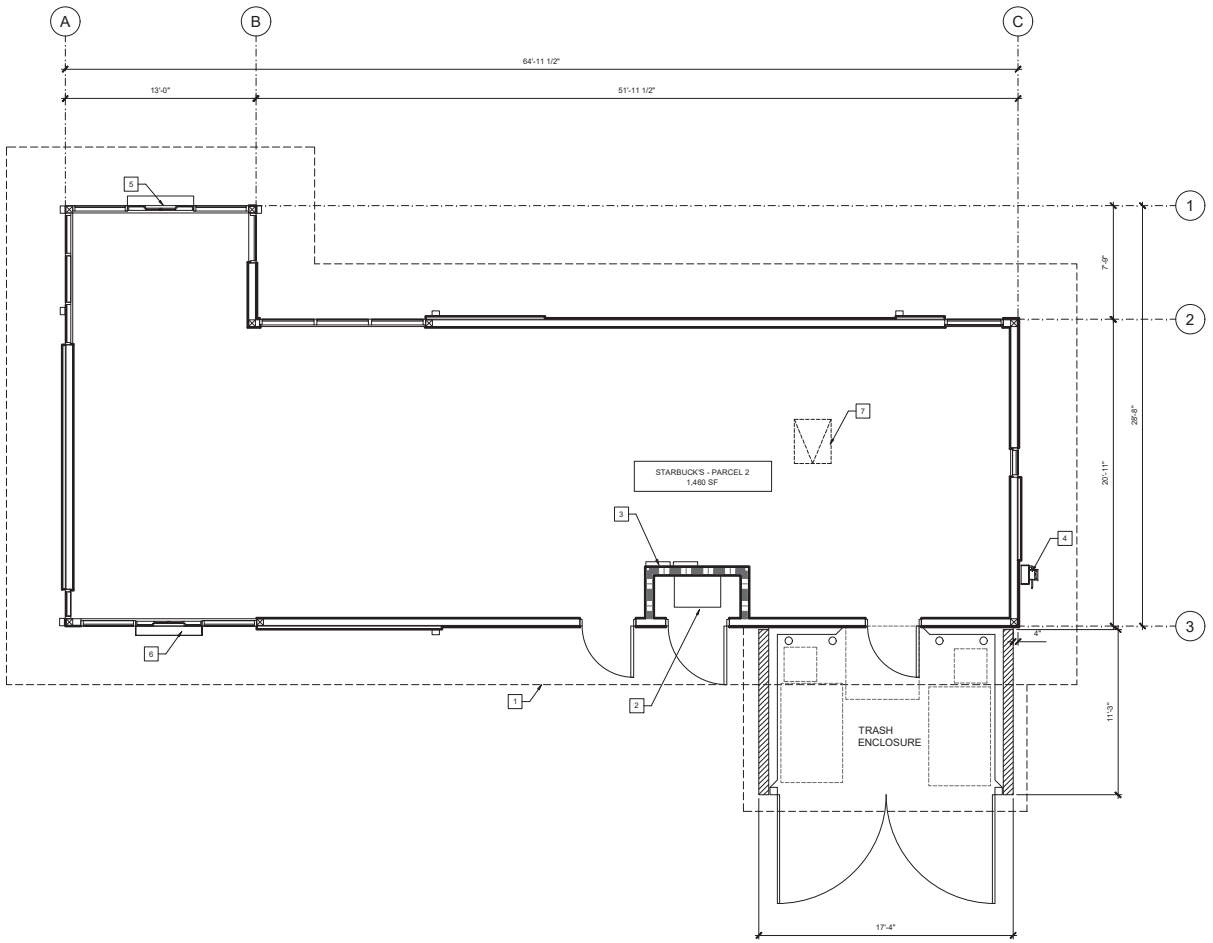
MSLA
Landscape Architecture, Inc.
306 Canyon Falls Dr.
Folsom, CA 95630
916.989.3372
www.msladesign.com

PRELIMINARY

PRELIMINARY LANDSCAPE PLAN

AUGUST 27, 2024

SHEET P1 OF TOTAL 1



FLOOR PLAN 1
SCALE: 1/4"=1'-0"
GRAPHIC SCALE: 1/4" = 1'-0"
4' 2' 0' 4' 8'

NORTH

GENERAL NOTES:

KEYNOTES: X

1. LINE OF ROOF ABOVE
2. ELECTRICAL SERVICE PANEL
3. ELECTRICAL PANELS
4. GAS METER
5. DRIVE-THRU WINDOW.
6. WALK-UP WINDOW.
7. ROOF ACCESS HATCH.

LEGEND

Revisions:

1	
2	
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4	
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MOUR GROUP
ENGINEERING + DESIGN
6593 RIVERDALE ST.
SAN DIEGO, CA. 92120
PH. 619.727.4800

PROJECT
PROPOSED DEVELOPMENT
PARCEL 2
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
501 WEST MISSION, LLC
c/o PATRICK COX
14493 OLD CREEK ROAD
SAN DIEGO, CA 92131

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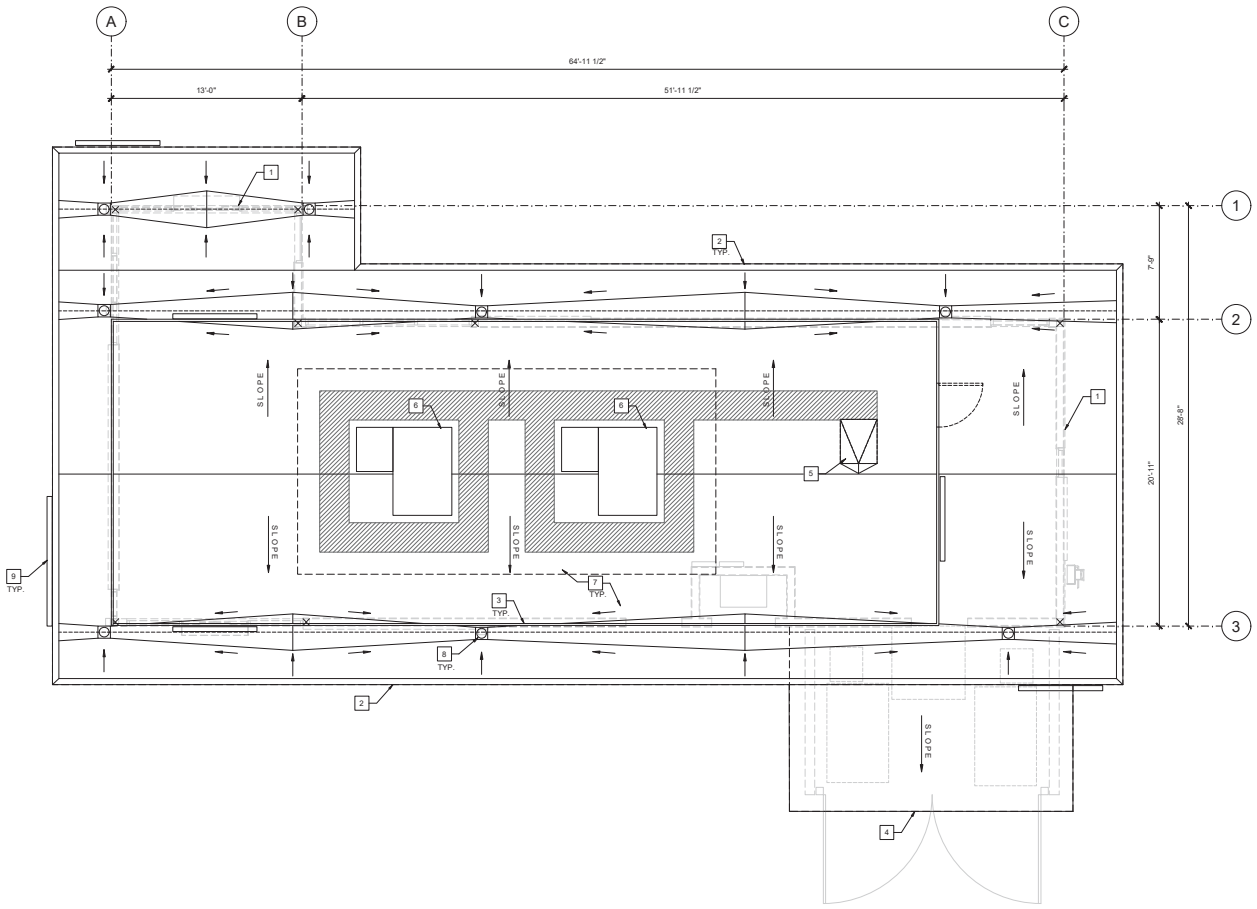
DATE:	AUGUST 23, 2024
PROJECT NO.:	WM2301
DRAWN:	MOUR GROUP
SCALE:	AS SHOWN

SHEET TITLE:
FLOOR PLAN
PARCEL 2

SHEET #
A200



ROOF PLAN 1
SCALE: 1/4"=1'-0"
GRAPHIC SCALE: 1/4" = 1'-0"

NORTH

GENERAL NOTES:

KEYNOTES: X

1. LINE OF WALL BELOW.
2. EDGE OF ROOF
3. SCREEN WALL.
4. METAL TRASH ENCLOSURE ROOF.
5. ROOF HATCH.
6. MECHANICAL EQUIPMENT.
7. TPO ROOFING OVER TAPERED INSULATION
8. ROOF DRAIN
9. BUILDING SIGNAGE.

LEGEND

PE

Revisions:

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MOUR GROUP
ENGINEERING + DESIGN
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SAN DIEGO, CA. 92120
PH. 619.727.4800

PROJECT
PROPOSED DEVELOPMENT
PARCEL 2
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

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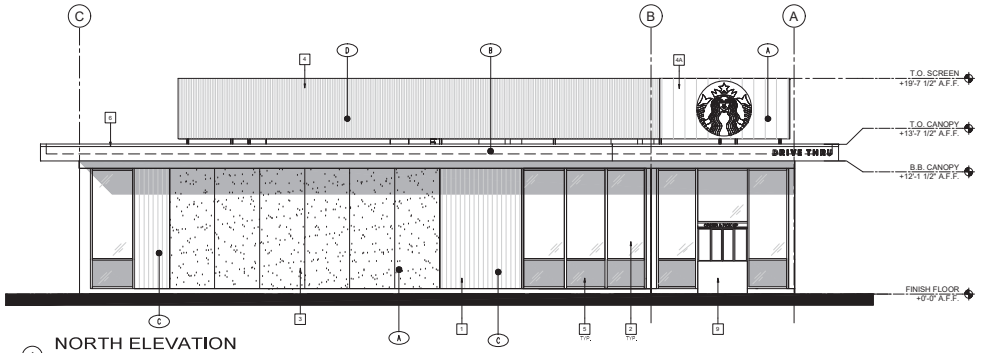
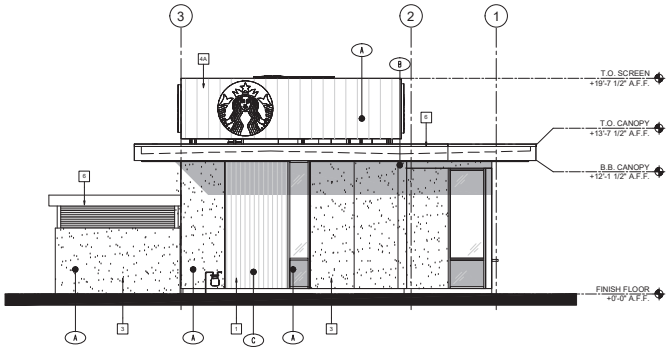
DATE:	AUGUST 23, 2024
PROJECT NO.:	WM2301
DRAWN:	MOUR GROUP
SCALE:	AS SHOWN

SHEET TITLE:
ROOF PLAN

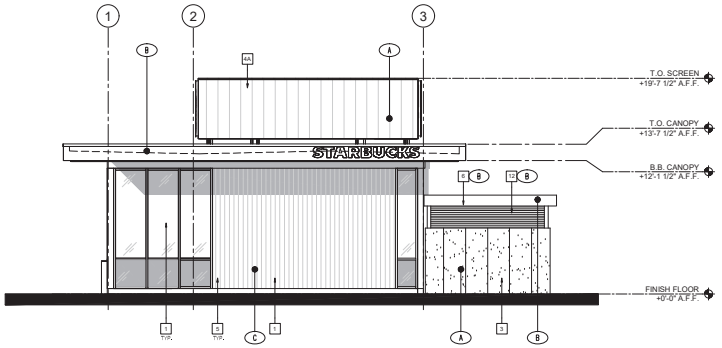
SHEET #
A201



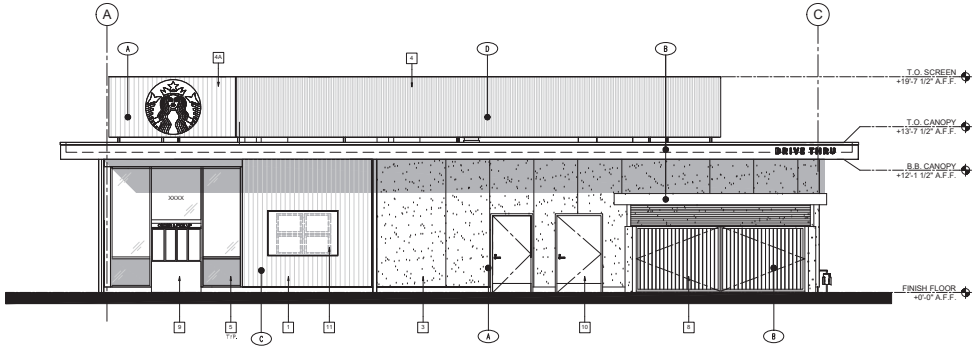
1 NORTH ELEVATION
SCALE: 3/16" = 1'-0"



2 EAST ELEVATION
SCALE: 3/16" = 1'-0"



3 WEST ELEVATION
SCALE: 3/16" = 1'-0"



4 SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

ELEVATION GENERAL NOTES

A. COMPOSITE WOOD WOOD SIDING: TREX CLADDING - TIKI TORCH

B. STUCCO TO BE 3 COAT CEMENT PLASTER AND LATH OVER WATER RESISTIVE BARRIER, WITH INTEGRAL COLOR.

ELEVATIONS KEY NOTES: -

1. VERTICAL COMPOSITE WOOD SIDING
2. ALUMINUM STOREFRONT.
3. STUCCO FINISH
4. EQUIPMENT SCREEN - WIDE RIBBED PANEL, VERTICAL
4A. EQUIPMENT SCREEN - NARROW RIBBED PANEL, VERTICAL
5. METAL PANEL TO MATCH STOREFRONT FRAME
6. METAL PANEL FASCIA.
7. PAINTED HORIZONTAL METAL LOUVER.
8. METAL TRASH ENCLOSURE DOORS PAINTED.
9. SOLID SURFACE PANELS AT PICK-UP WINDOW
10. ELECTRICAL SERVICE PANEL
11. SIGNAGE PANELS BY TENANT UNDER SEPARATE PERMIT
12. METAL LOUVERS.

EXTERIOR COLOR SCHEDULE X

A. SHERWIN WILLIAMS SW 7042 SHOJI WHITE
B. SHERWIN WILLIAMS SW 7674 PEPPERCORN
C. TREX CLADDING - TIKI TORCH
D. SHERWIN WILLIAMS SW 7045 INTELLECTUAL GRAY

Revisions:

1	
2	
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MOUR GROUP
ENGINEERING + DESIGN
6593 RIVERDALE ST.
SAN DIEGO, CA. 92120
PH. 619.727.4800

PROJECT
PROPOSED DEVELOPMENT
PARCEL 2
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
501 WEST MISSION, LLC
c/o PATRICK COX
14493 OLD CREEK ROAD
SAN DIEGO, CA 92131

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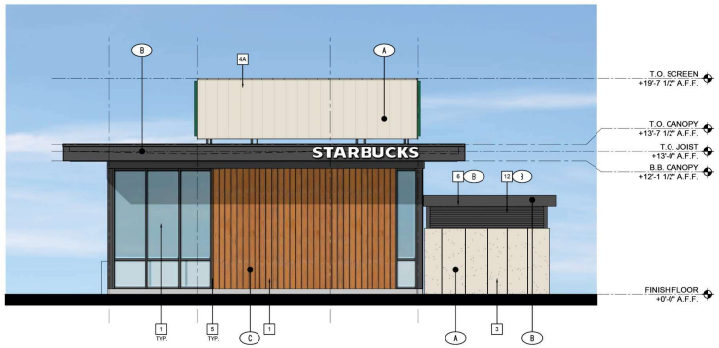
DATE:	AUGUST 23, 2024
PROJECT NO.:	WM2301
DRAWN:	MOUR GROUP
SCALE:	AS SHOWN

SHEET TITLE:
EXTERIOR ELEVATIONS

SHEET #
A202

1 NORTH ELEVATION
SCALE: 3/13" = 1'-0"

2 EAST ELEVATION
SCALE: 3/16" = 1'-0"



3 WEST ELEVATION
SCALE: 3/16" = 1'-0"

4 SOUTH ELEVATION
SCALE: 3/13" = 1'-0"

ELEVATION GENERAL NOTES

A. COMPOSITE WOOD WOOD SIDING: TREX CLADDING - TIKI TORCH
B. STUCCO TO BE 3 COAT CEMENT PLASTER AND LATH OVER WATER RESISTIVE BARRIER, WITH INTEGRAL COLOR.

ELEVATIONS KEY NOTES:

1. VERTICAL COMPOSITE WOOD SIDING
2. ALUMINUM STOREFRONT.
3. STUCCO FINISH
4. EQUIPMENT SCREEN - WIDE RIBBED PANEL, VERTICAL
4A. EQUIPMENT SCREEN - NARROW RIBBED PANEL, VERTICAL
5. METAL PANEL TO MATCH STOREFRONT FRAME
6. METAL PANEL FASCIA.
7. PAINTED HORIZONTAL METAL LOUVER.
8. METAL TRASH ENCLOSURE DOORS PAINTED
9. SOLID SURFACE PANELS AT PICK-UP WINDOW
10. ELECTRICAL SERVICE PANEL
11. SIGNAGE PANELS BY TENANT UNDER SEPARATE PERMIT
12. METAL LOUVERS.

EXTERIOR COLOR SCHEDULE

A. SHERWIN WILLIAMS SW 7042 SHOJI WHITE
B. SHERWIN WILLIAMS SW 7674 PEPPERCORN
C. TREX CLADDING - TIKI TORCH
D. SHERWIN WILLIAMS SW 7045 INTELLECTUAL GRAY

Revisions:

1	
2	
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MOUR GROUP
ENGINEERING + DESIGN
6583 RIVERDALE ST.
SAN DIEGO, CA. 92120
PH. 619.727.4800

PROJECT
PROPOSED DEVELOPMENT
PARCEL 2
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
501 WEST MISSION, LLC
c/o PATRICK COX
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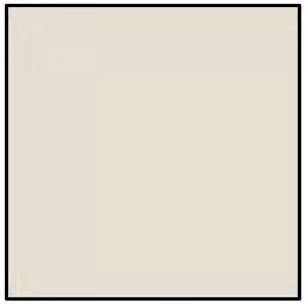
DATE:	MAY 7, 2024
PROJECT NO.:	WM2301
DRAWN:	MOUR GROUP
SCALE:	AS SHOWN

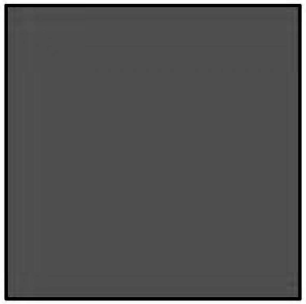
SHEET TITLE:
EXTERIOR ELEVATIONS

SHEET #
A203

EXTERIOR COLOR SCHEDULE (X)

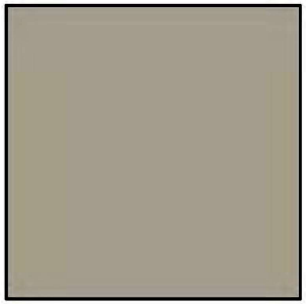


STUCCO OR WIDE RIBBED PANEL
PAINT TO MATCH
SHERWIN WILLIAMS
SW 7042 SHOJI WHITE



STUCCO OR METAL/STOREFRONT
PAINT TO MATCH
SHERWIN WILLIAMS
SW 7674 PEPPERCORN

COMPOSITE VERTICAL SIDING
TREX CLADDING
TIKI TORCH



NARROW RIBBED PANEL
PAINT TO MATCH
SHERWIN WILLIAMS
SW 7045 INTELLECTUAL GRAY

Revisions:

1	
2	
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6	

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SAN DIEGO, CA. 92120
PH. 619.727.4800

PROJECT
PROPOSED DEVELOPMENT
PARCEL 2
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
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c/o PATRICK COX
14493 OLD CREEK ROAD
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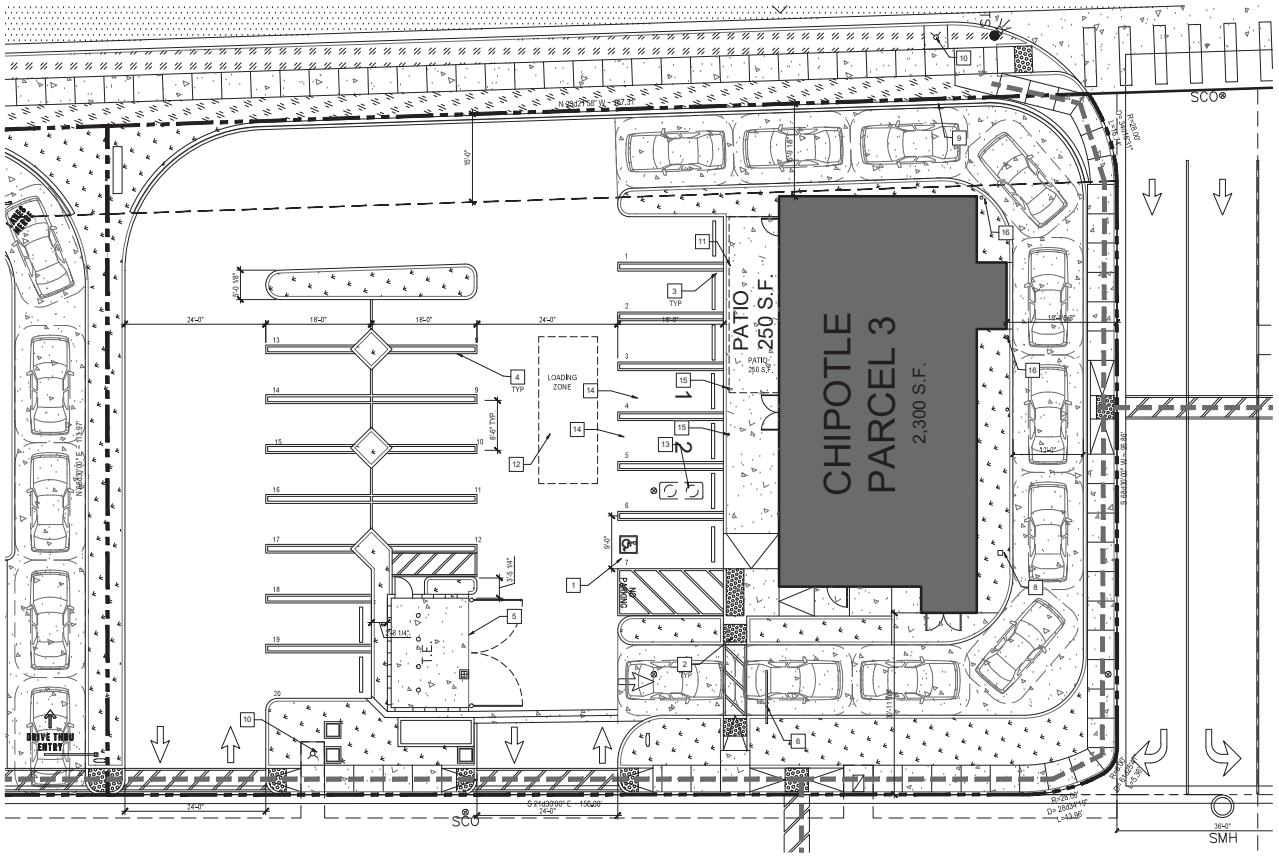
DATE:	MAY 7, 2024
PROJECT NO.:	WM2301
DRAWN:	MOUR GROUP
SCALE:	AS SHOWN

SHEET TITLE:
COLOR AND MATERIAL BOARD

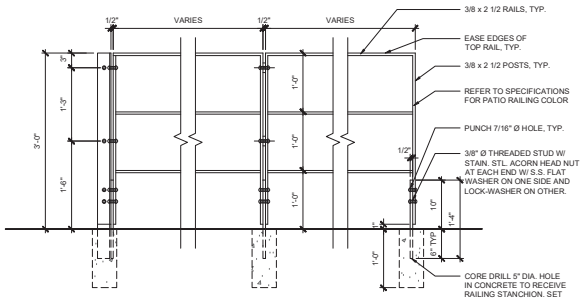
SHEET #
A204



SITE PLAN PARCEL 3

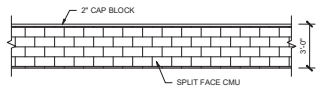
SCALE: 1"=10'-0" (1)

GRAPHIC SCALE: 1" = 10'



PATIO RAILING

SCALE: 1"=1'-0" (3)



TYPICAL SCREEN WALL

SCALE: 1/4"=1'-0" (2)

PARCEL 3 INFORMATION

PARCEL 3 AREA - 20,428 S.F.

PROPOSED BUILDING AREA — COVERAGE
PARCEL 3: 2,300 S.F. — 11.06%

OCCUPANCY: A2 DRIVE THUR RESTAURANT

CONSTRUCTION TYPE: VB - NO SPRINKLERS

PARKING:
REQUIRED: 20 SPACES FOR A DRIVE THRU RESTAURANT
PROVIDED: 20 SPACES
SIZE: 8'-6"x18'-0" STANDARD
9'-0" x 180'-0" ACCESSIBLE

SITE PLAN KEY NOTES:

1. ACCESSIBLE PARKING STALL
2. CURB RAMP WITH TRUNCATED DOMES
3. WHEEL STOP
4. PARKING STRIPING
5. TRASH ENCLOSURE , WITH 6'-0" CMU WALLS, METAL GATES, ROOF AND BOLLARDS
6. HEIGHT RESTRICTION BAR, BY TENANT UNDER SEPARATE PERMIT
7. DRIVE-THRU SIGN, BY TENANT UNDER SEPARATE PERMIT
8. ANNOUNCE SIGN BY TENANT UNDER SEPARATE PERMIT
9. 3 FOOT HIGH CMU SCREEN WALL. SEE DETAIL BELOW.
10. PROPOSED FIRE HYDRANT
11. PATIO RAILING, SEE DETAIL BELOW
12. 10'-0" X 25'-0" X 14' HIGH LOADING AREA
13. GREASE INTERCEPTOR
14. PULL- IN SPACES
15. PICK-UP PARKING SIGN
16. BOLLARD

SITE PLAN LEGEND

INDICATES LANDSCAPING, SEE LANDSCAPE PLANS

INDICATES CONCRETE PAVING

INDICATES ACCESSIBLE PATH OF TRAVEL

Revisions:

1	
2	
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ENGINEERING + DESIGN
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SAN DIEGO, CA. 92120
PH. 619.727.4800

PROJECT
CONDITIONAL USE PERMIT
PARCEL 3
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
501 WEST MISSION, LLC
c/o PATRICK COX
14493 OLD CREEK ROAD
SAN DIEGO, CA 92131

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DATE:	MAY 7, 2024
PROJECT NO.:	WM2301
DRAWN:	MOUR GROUP
SCALE:	AS SHOWN

SHEET TITLE:
ENLARGED SITE PLAN PARCEL 3

SHEET #
AS301

PARCEL 3 DEVELOPMENT

501/503 MISSION AVE, ESCONDIDO
PL24-0057, PL22-0396, PL22-0397, PL22-0398, PL24-0198

LANDSCAPE DESIGN STATEMENT

THE PROPOSED LANDSCAPE HAS BEEN DESIGNED TO MEET THE REQUIREMENTS OF THE APPLICABLE SECTIONS OF THE CITY OF ESCONDIDO ZONING CODE.

THE PROJECT PROPOSES FRONTAGE, PERIMETER AND PARKING LOT PLANTER DESIGN TO SATISFY ZONING CODE SECTIONS 33-780. BORDER--BARRICADES, SCREENING AND LANDSCAPING AND SECTION 33-1339. STANDARDS FOR LANDSCAPING.

WATER CONSERVATION GOALS SHALL BE MET THROUGH THE USE OF LOW WATER USE PLANT SELECTIONS GROUPED TOGETHER IN IRRIGATION HYDROZONES OF SIMILAR WATER USE PLANTS. A WEATHER-BASED IRRIGATION CONTROLLER SHALL BE USED TO OPERATE THE IRRIGATION SYSTEM TO ACHIEVE AUTOMATIC SEASONAL WATER REQUIREMENT ADJUSTMENTS.

PER CITY ZONING CODE, THE LANDSCAPE DESIGN SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO THE FOLLOWING REQUIREMENTS:

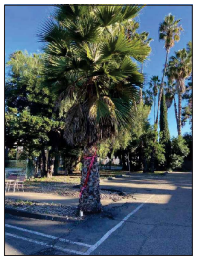
- PROPOSED LANDSCAPING SHOULD USE WATER CONSERVING PLANT MATERIALS THAT ARE NATIVE TO THE SAN DIEGO REGION OR ARE ADAPTED TO A HOT DRY SUMMER/COOL WINTER CLIMATE.
- EXISTING VEGETATION SHALL BE INCORPORATED INTO THE LANDSCAPE DESIGN WHERE POSSIBLE.
- APPLICABLE REQUIREMENTS OF OFF-STREET PARKING STANDARDS, SECTIONS 33-760 THROUGH 33-769.
- TREES SHALL CONTAIN A MIX OF EVERGREEN AND DECISUOUS VARIETIES AND SHALL BE A MINIMUM 15-GALLON CONTAINER AT THE TIME OF PLANTING.

A FINAL IRRIGATION DESIGN PLAN SHALL BE INCLUDED WITH THE PERMIT DRAWINGS COMPLETED FOR THE SITE DURING IMPROVEMENT PLAN PREPARATION.

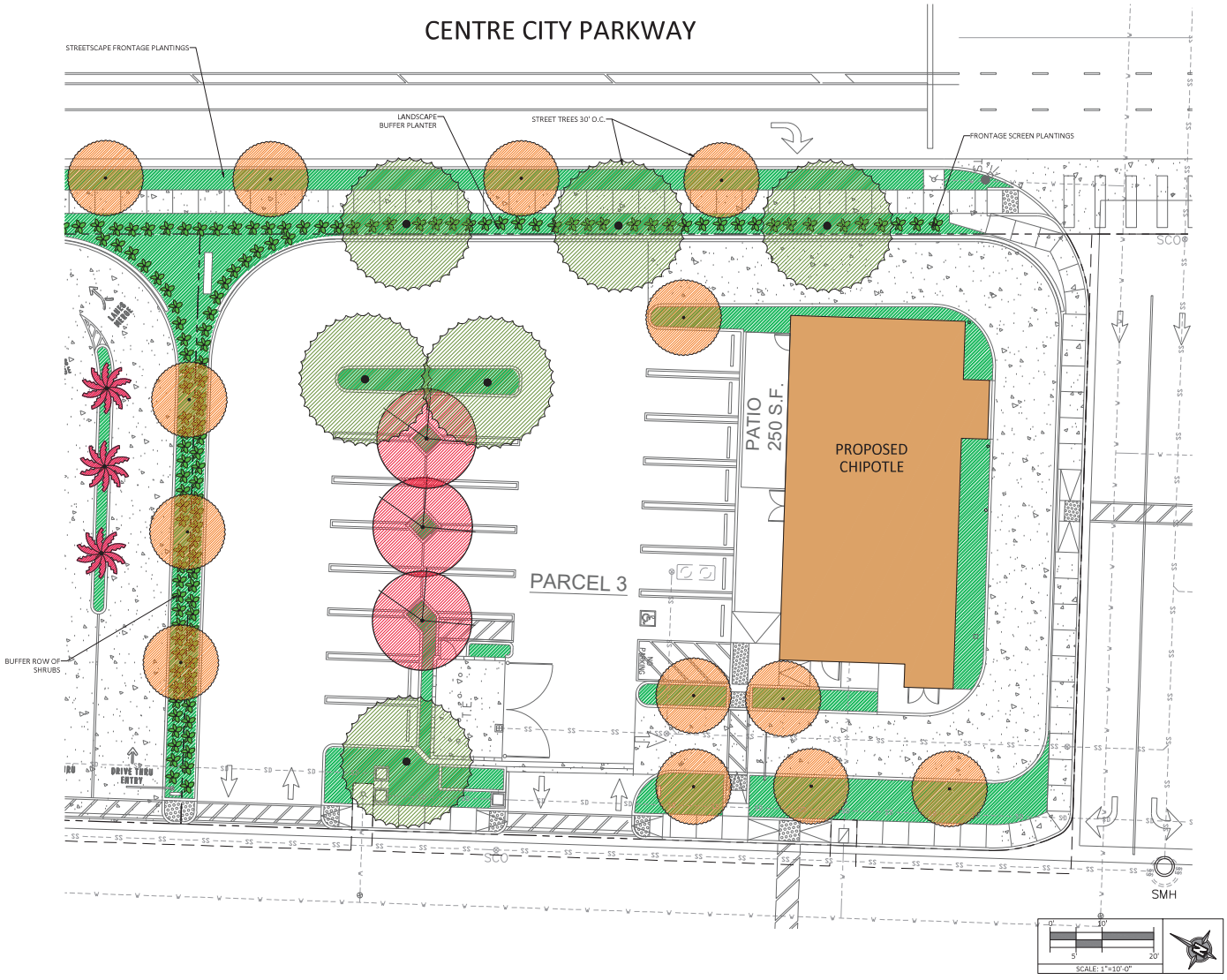
BARK MULCH (LOCALLY SOURCED IN AN EARTH TONE COLOR) TO BE INSTALLED WITHIN PLANTER AREAS.

CANDIDATE PLANT LIST

SYM	BOTANICAL/ COMMON NAME
	TREES
	ACACIA STENOPHYLLA
	ARBUTUS X 'MARINA'
	CERCIS CANADENSIS 'FOREST PANSY'
	PISTACIA X 'RED PUSH'
	RELOCATED PALM TREES
	SEVERAL EXISTING PALM TREES TO BE RELOCATED:
	SYAGRUS ROMANZOFFIANA/ QUEEN PALM
	WASHINGTONIA ROBUSTA/ MEXICAN FAN PALM
	SHRUBS
	AZALEA INDICA HAPPY DAYS
	BUXUS MICROPHYLLA JAPONICA 'WINTER GEM'
	BULBINE FRUTESCENS 'HALLMARK'
	BOUGAINVILLEA 'TORCH GLOW
	CALAMAGROSTIS X ACUTIFLORA'KARL FOERSTER
	DIANELLA REVOLUTA
	EUONYMUS JAPONICUS SILVER KING
	KNIPHOFIA 'ORANGE BLAZE'
	LANTANA X 'NEW GOLD
	PENNISETUM SETACEUM 'FIREWORKS
	PELARGONIUM 'AMERICANA RED
	LOMANDRA LONGIFOLIA 'BREEZE'
	LIGUSTRUM SINENSIS 'SUNSHINE'
	NANDINA DOMESTICA OBSESSION
	HEDGE SHRUBS



RED AND PINK TAGGED PALM
(APPROX. 15+ FEET TALL)



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Folsom, CA 95630
916.989.3372
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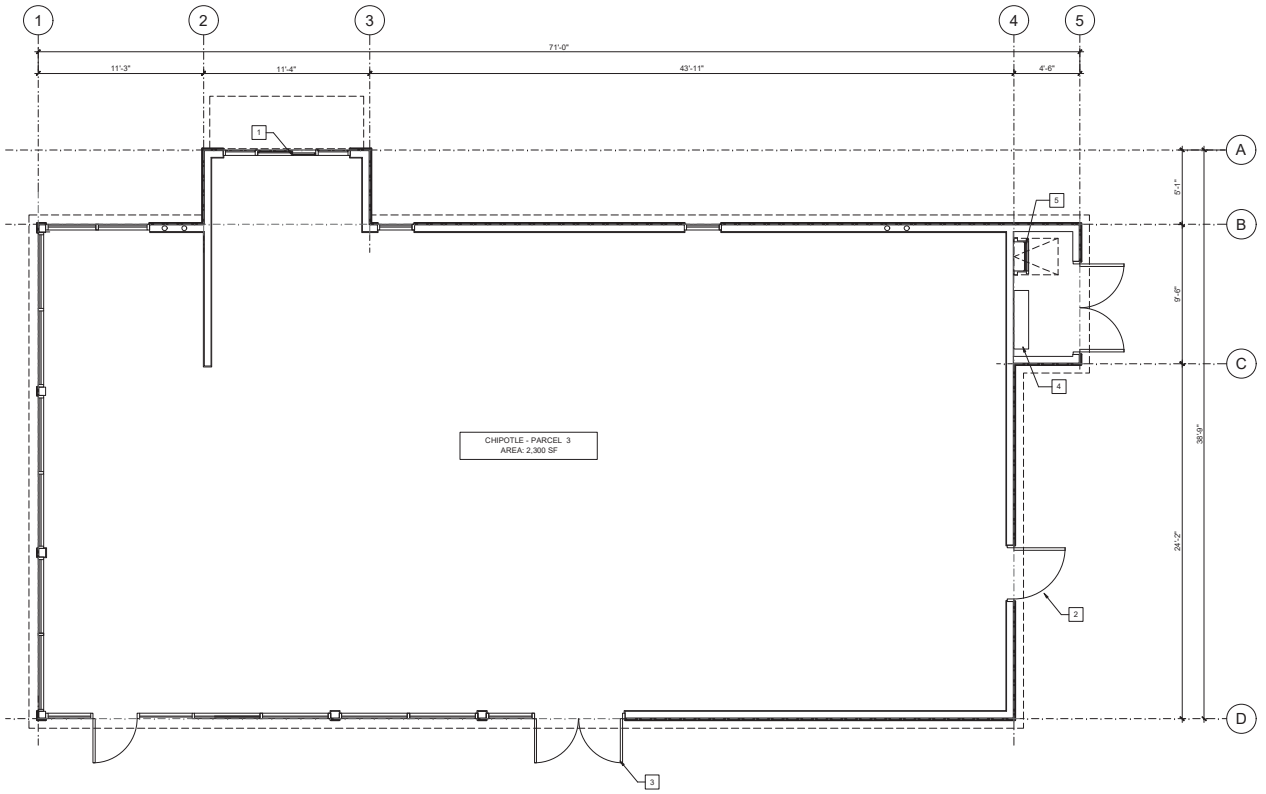
PRELIMINARY

PRELIMINARY LANDSCAPE PLAN

AUGUST 27, 2024

SHEET P1 OF TOTAL 1



FLOOR PLAN 1
SCALE: 1/4"=1'-0"

4' 2' 0' 4' 8'
GRAPHIC SCALE: 1/8" = 1'-0"

NORTH

GENERAL NOTES:

KEYNOTES: X

1. DRIVE-THRU WINDOW.
2. SERVICE DOOR.
3. ENTRY STOREFRONT.
4. ELECTRICAL EQUIPMENT.
5. ROOF LADDER.

LEGEND

Revisions:

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SAN DIEGO, CA 92131

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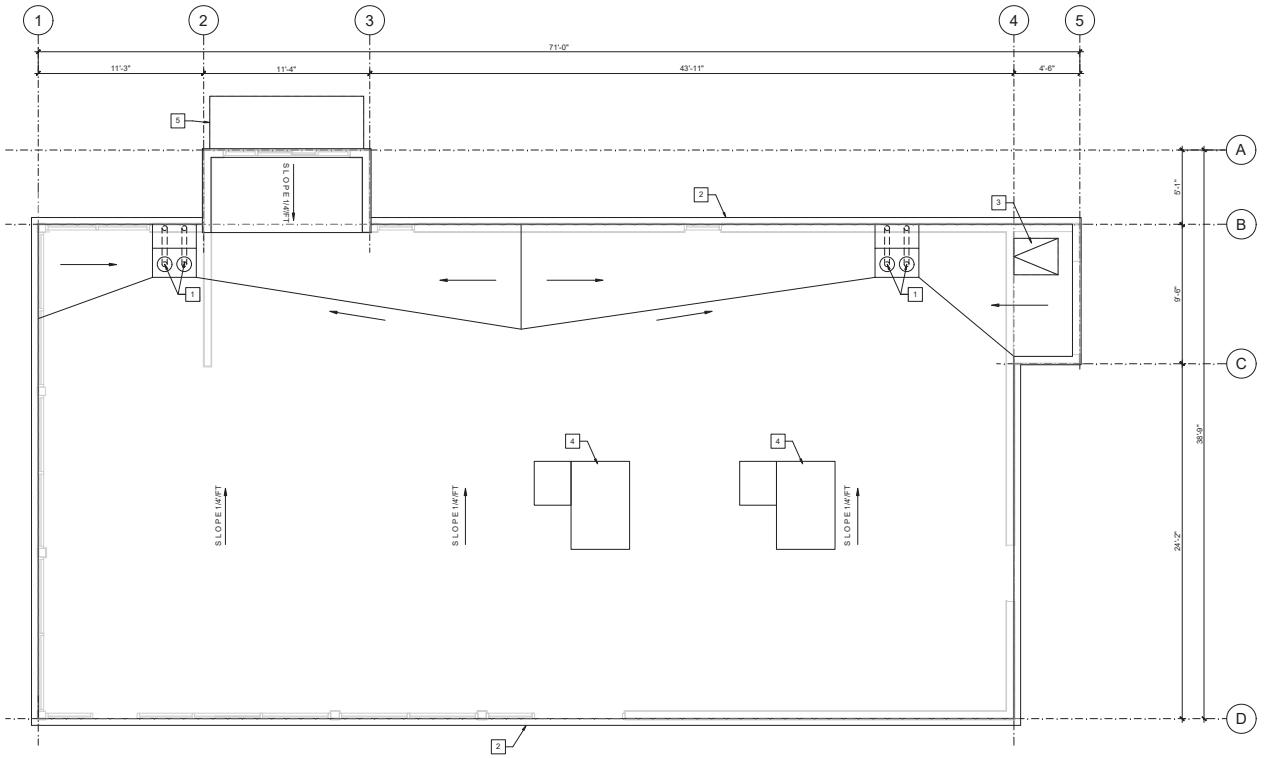
DATE:	MAY 7, 2024
PROJECT NO.:	WM2301
DRAWN:	MOUR GROUP
SCALE:	AS SHOWN

SHEET TITLE:
FLOOR PLAN
PARCEL 3

SHEET #
A300



ROOF PLAN 1
SCALE: 1/4"=1'-0"

NORTH

GENERAL NOTES:

KEYNOTES: X

1. ROOF DRAIN AND OVERFLOW.
2. PARAPET OUTLINE.
3. ROOF HATCH.
4. MECHANICAL EQUIPMENT.
5. FABRIC AWNING

LEGEND

Revisions:

1	
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MOUR GROUP
ENGINEERING + DESIGN
6593 RIVERDALE ST.
SAN DIEGO, CA. 92120
PH. 619.727.4800

PROJECT
CONDITIONAL USE PERMIT
PARCEL 3
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
501 WEST MISSION, LLC
c/o PATRICK COX
14493 OLD CREEK ROAD
SAN DIEGO, CA 92131

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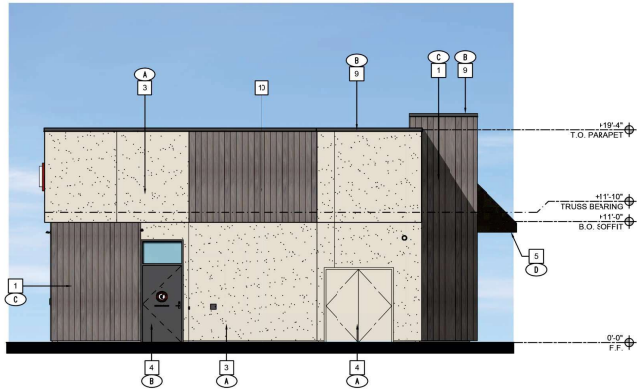
DATE:	MAY 7, 2024
PROJECT NO.:	WM2301
DRAWN:	MOUR GROUP
SCALE:	AS SHOWN

SHEET TITLE:
ROOF PLAN
PARCEL 3

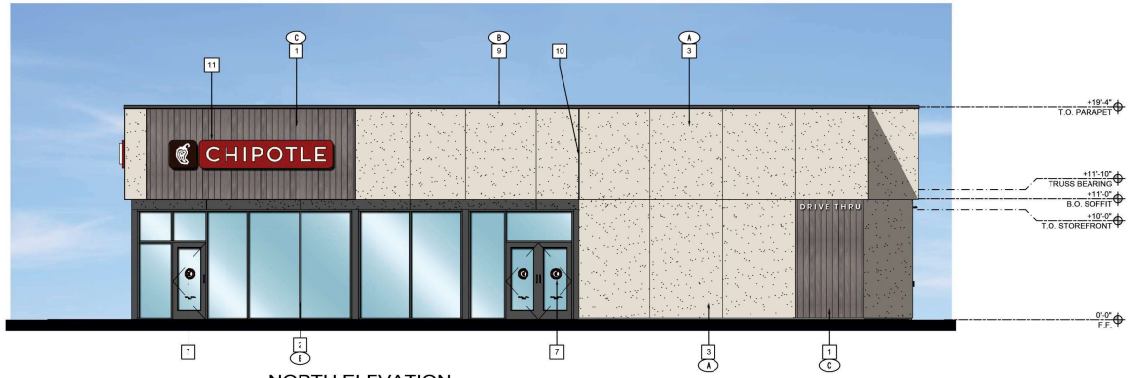
SHEET #
A301

1 SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

4 EAST ELEVATION
SCALE: 3/16" = 1'-0"



2 WEST ELEVATION
SCALE: 3/16" = 1'-0"



3 NORTH ELEVATION
SCALE: 3/16" = 1'-0"

ELEVATION GENERAL NOTES

ELEVATIONS KEY NOTES: X

1. VERTICAL COMPOSITE WOOD CLADDING.
2. ALUMINUM STOREFRONT.
3. EXTERIOR STUCCO.
4. HM DOOR.
5. FABRIC AWNING.
6. ALUMINUM FRAMED WINDOW.
7. VINYL DECAL.
8. STANDING SEAM METAL ROOF
9. MTL. COPING CAP
10. 1" REVEAL, TYP
11. SIGNAGE UNDER SEPARATE PERMIT

EXTERIOR COLOR SCHEDULE X

A. SHERWIN WILLIAMS SW 7042 SHCJ WHITE
B. SHERWIN WILLIAMS SW 7674 PEPPERCORN
C. TREX CLADDING - ISLAND MIST
D. BLACK SUNBRELLA FABRIC

Revisions:

1	
2	
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MOUR GROUP
ENGINEERING + DESIGN
6593 RIVERDALE ST.
SAN DIEGO, CA. 92120
PH. 619.727.4800

PROJECT
CONDITIONAL USE PERMIT
PARCEL 3
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
501 WEST MISSION, LLC
c/o PATRICK COX
14493 OLD CREEK ROAD
SAN DIEGO, CA 92131

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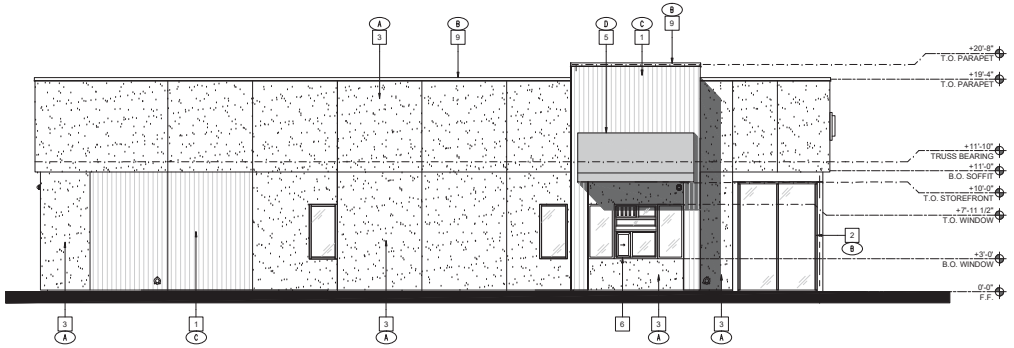
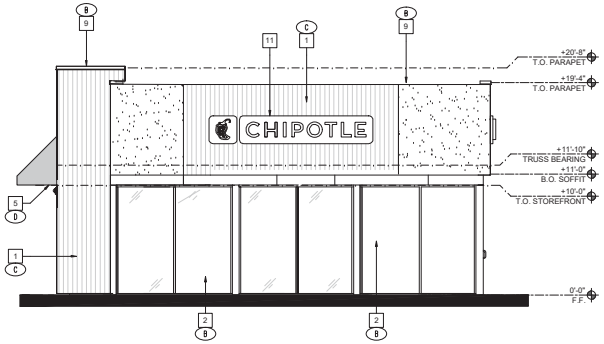
DATE:	MAY 7, 2024
PROJECT NO.:	WM2301
DRAWN:	MOUR GROUP
SCALE:	AS SHOWN

SHEET TITLE:
EXTERIOR ELEVATIONS PARCEL 3

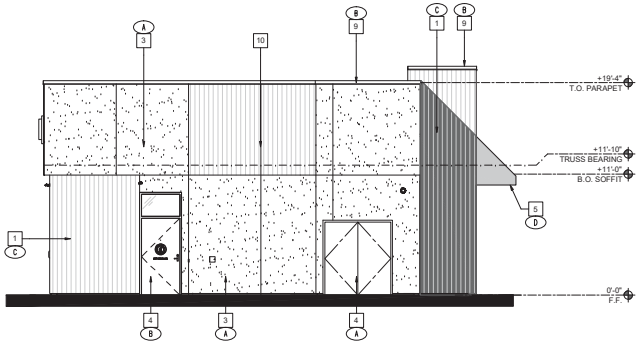
SHEET #
A303



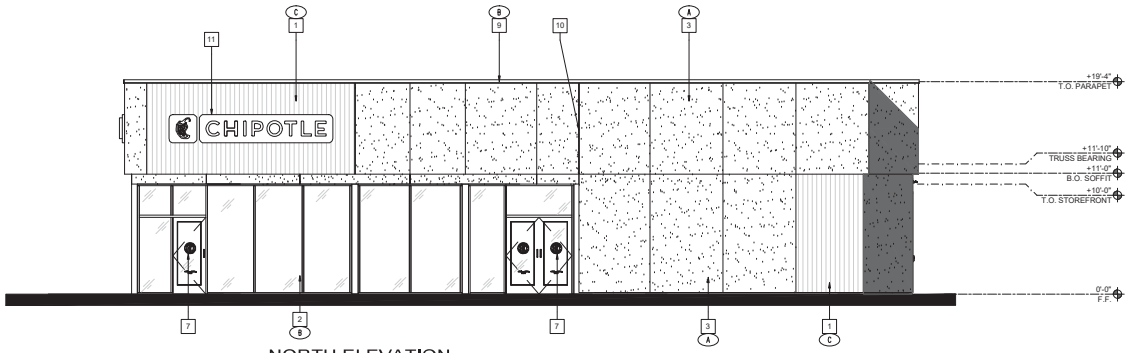
1 SOUTH ELEVATION
SCALE: 3/16" = 1'-0"



4 EAST ELEVATION
SCALE: 3/16" = 1'-0"



2 WEST ELEVATION
SCALE: 3/16" = 1'-0"



3 NORTH ELEVATION
SCALE: 3/16" = 1'-0"

ELEVATION GENERAL NOTES

ELEVATIONS KEY NOTES: X

1. VERTICAL COMPOSITE WOOD CLADDING.
2. ALUMINUM STOREFRONT.
3. EXTERIOR STUCCO.
4. HM DOOR.
5. FABRIC AWNING.
6. ALUMINUM FRAMED WINDOW.
7. VINYL DECAL
8. STANDING SEAM METAL ROOF
9. MTL. COPING CAP
10. 1" REVEAL, TYP
11. SIGNAGE UNDER SEPARATE PERMIT

EXTERIOR COLOR SCHEDULE X

A. SHERWIN WILLIAMS SW 7042 SHOJI WHITE
B. SHERWIN WILLIAMS SW 7674 PEPPERCORN
C. TREX CLADDING - ISLAND MIST
D. BLACK SUNBRELLA FABRIC

Revisions:

1	
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MOUR GROUP
ENGINEERING + DESIGN
6593 RIVERDALE ST.
SAN DIEGO, CA. 92120
PH. 619.727.4800

PROJECT
CONDITIONAL USE PERMIT
PARCEL 3
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
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c/o PATRICK COX
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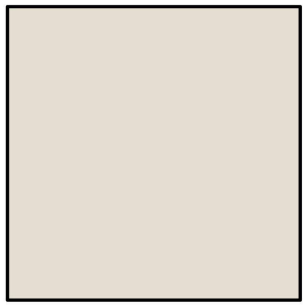
DATE:	MAY 7, 2024
PROJECT NO.:	WM2301
DRAWN:	MOUR GROUP
SCALE:	AS SHOWN

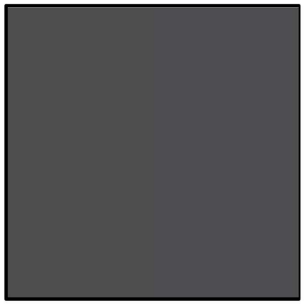
SHEET TITLE:
EXTERIOR ELEVATIONS PARCEL 3

SHEET #
A302

EXTERIOR COLOR SCHEDULE (X)

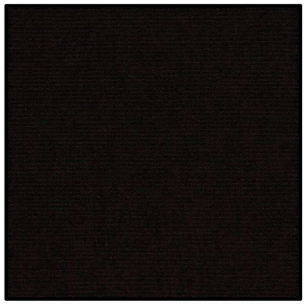


STUCCO
PAINT TO MATCH
SHERWIN WILLIAMS
SW 7042 SHOJI WHITE



STUCCO OR METAL/STOREFROM
PAINT TO MATCH
SHERWIN WILLIAMS
SW 7674 PEPPERCORN

COMPOSITE VERTICAL SIDING
TREX CLADDING
ISLAND MIST



SUBRELLA AWNING FABRIC
SUNBRELLA SHADE
BLACK
SKU 4608-0000

Revisions:

1	
2	
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MOUR GROUP
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PH. 619.727.4800

PROJECT
CONDITIONAL USE PERMIT
PARCEL 3
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
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14493 OLD CREEK ROAD
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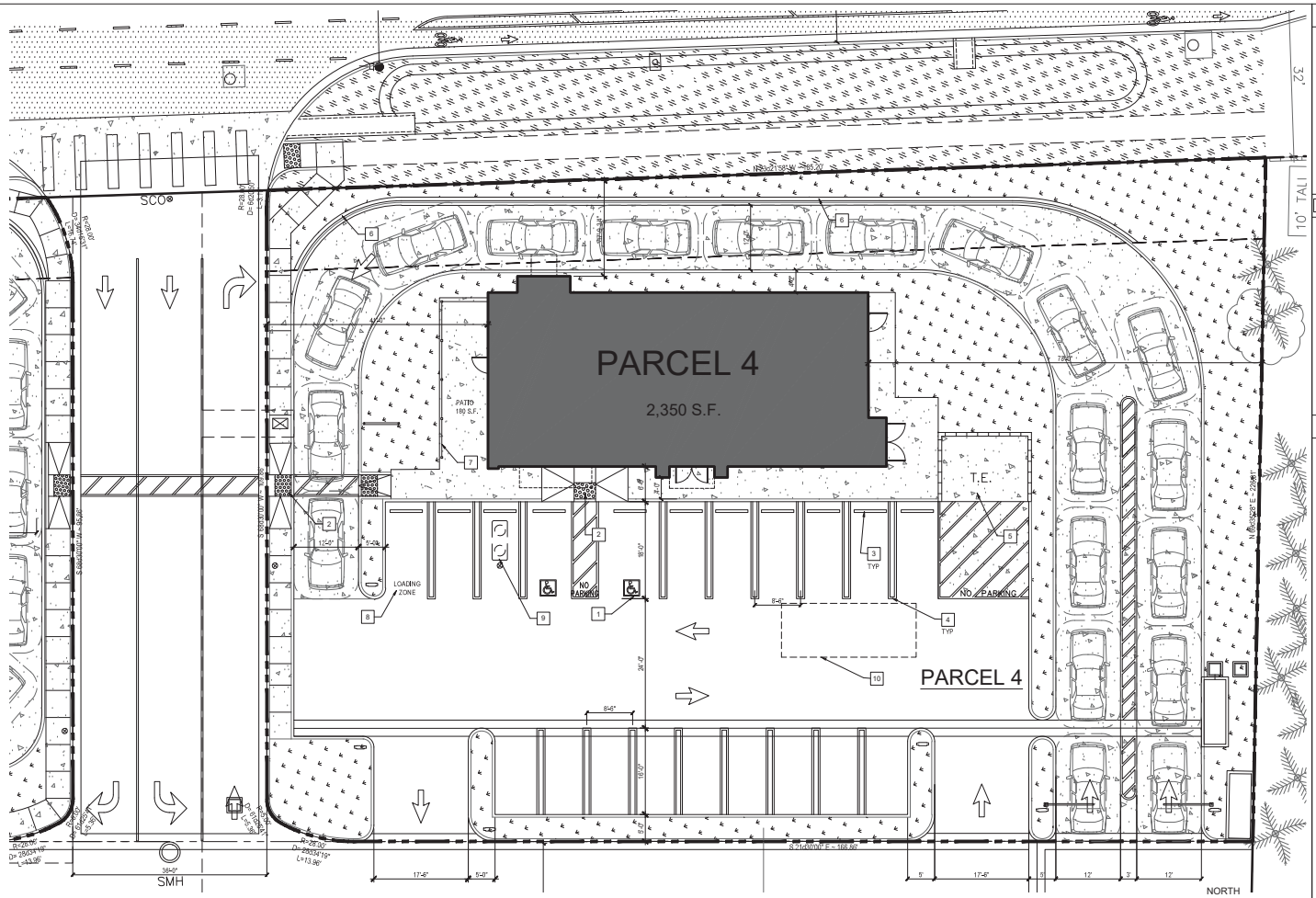
DATE:	MAY 7, 2024
PROJECT NO.:	WM2301
DRAWN:	MOUR GROUP
SCALE:	AS SHOWN

SHEET TITLE:
COLOR & MATERIAL BOARD
CHIPOTLE - PARCEL 3

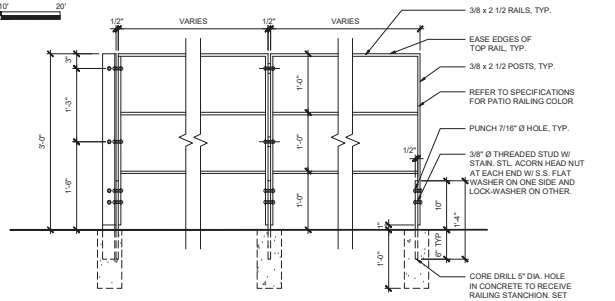
SHEET #
A304



SITE PLAN PARCEL 4

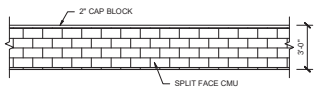
GRAPHIC SCALE: 1" = 10'

SCALE: 1"=10'-0" 1



PATIO RAILING

SCALE: 1"=1'-0" 3



TYPICAL SCREEN WALL

SCALE: 1/4"=1'-0" 2

PARCEL 4 INFORMATION

PARCEL 4 AREA - 22,750 S.F.

PROPOSED BUILDING AREA COVERAGE
PARCEL 3: 2,350 S.F. 10.26%

OCCUPANCY: A2 DRIVE THUR RESTAURANT

CONSTRUCTION TYPE: VB - NO SPRINKLERS

PARKING:
REQUIRED: 20 SPACES FOR A DRIVE THRU RESTAURANT
PROVIDED: 20 SPACES
SIZE: 8'-6"x18'-0" STANDARD
9'-0" x 180'-0" ACESSIBLE

SITE PLAN KEY NOTES:

1. ACCESSIBLREE PARKING STALL
2. CURB RAMP WITH TRUNCATED DOMES
3. WHEEL STOP
4. PARKING STRIPING
5. TRASH ENCLOSURE , WITH 6'-0" CMU WALLS, METAL GATES AND ROOF.
6. 3 FOOT HIGH CMU SCREEN WALL. SEE DETAIL BELOW.
7. PATIO RAILING. SEE DETAIL BELOW
8. LOADING ZONE
9. GREASE INTERCEPTOR
10. 10'-0" X 25'-0" X14' H LOADING AREA

SITE PLAN LEGEND

INDICATES LANDSCAPING, SEE LANDSCAPE PLANS

INDICATES CONCRETE PAVING

INDICATES ACCESSILBE PATH OF TRAVEL

Revisions:

1	
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PH. 619.727.4800

PROJECT
CONDITIONAL USE PERMIT
PARCEL 4
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
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DATE:	AUGUST 23, 2024
PROJECT NO.:	WM2301
DRAWN:	MOUR GROUP
SCALE:	AS SHOWN

SHEET TITLE:
ENLARGED SITE PLAN PARCEL 4

SHEET #
AS401

PARCEL 4 DEVELOPMENT

501/503 MISSION AVE, ESCONDIDO
PL24-0057, PL22-0396, PL22-0397, PL22-0398, PL24-0198

LANDSCAPE DESIGN STATEMENT

THE PROPOSED LANDSCAPE HAS BEEN DESIGNED TO MEET THE REQUIREMENTS OF THE APPLICABLE SECTIONS OF THE CITY OF ESCONDIDO ZONING CODE.

THE PROJECT PROPOSES FRONTAGE, PERIMETER AND PARKING LOT PLANTER DESIGN TO SATISFY ZONING CODE SECTIONS 33-780. BORDER--BARRICADES, SCREENING AND LANDSCAPING AND SECTION 33-1339. STANDARDS FOR LANDSCAPING.

WATER CONSERVATION GOALS SHALL BE MET THROUGH THE USE OF LOW WATER USE PLANT SELECTIONS GROUPED TOGETHER IN IRRIGATION HYDROZONES OF SIMILAR WATER USE PLANTS. A WEATHER-BASED IRRIGATION CONTROLLER SHALL BE USED TO OPERATE THE IRRIGATION SYSTEM TO ACHIEVE AUTOMATIC SEASONAL WATER REQUIREMENT ADJUSTMENTS.

PER CITY ZONING CODE, THE LANDSCAPE DESIGN SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO THE FOLLOWING REQUIREMENTS:

- PROPOSED LANDSCAPING SHOULD USE WATER CONSERVING PLANT MATERIALS THAT ARE NATIVE TO THE SAN DIEGO REGION OR ARE ADAPTED TO A HOT DRY SUMMER/COOL WINTER CLIMATE.
- EXISTING VEGETATION SHALL BE INCORPORATED INTO THE LANDSCAPE DESIGN WHERE POSSIBLE.
- APPLICABLE REQUIREMENTS OF OFF-STREET PARKING STANDARDS, SECTIONS 33-760 THROUGH 33-769.
- TREES SHALL CONTAIN A MIX OF EVERGREEN AND DECISUOUS VARIETIES AND SHALL BE A MINIMUM 15-GALLON CONTAINER AT THE TIME OF PLANTING.

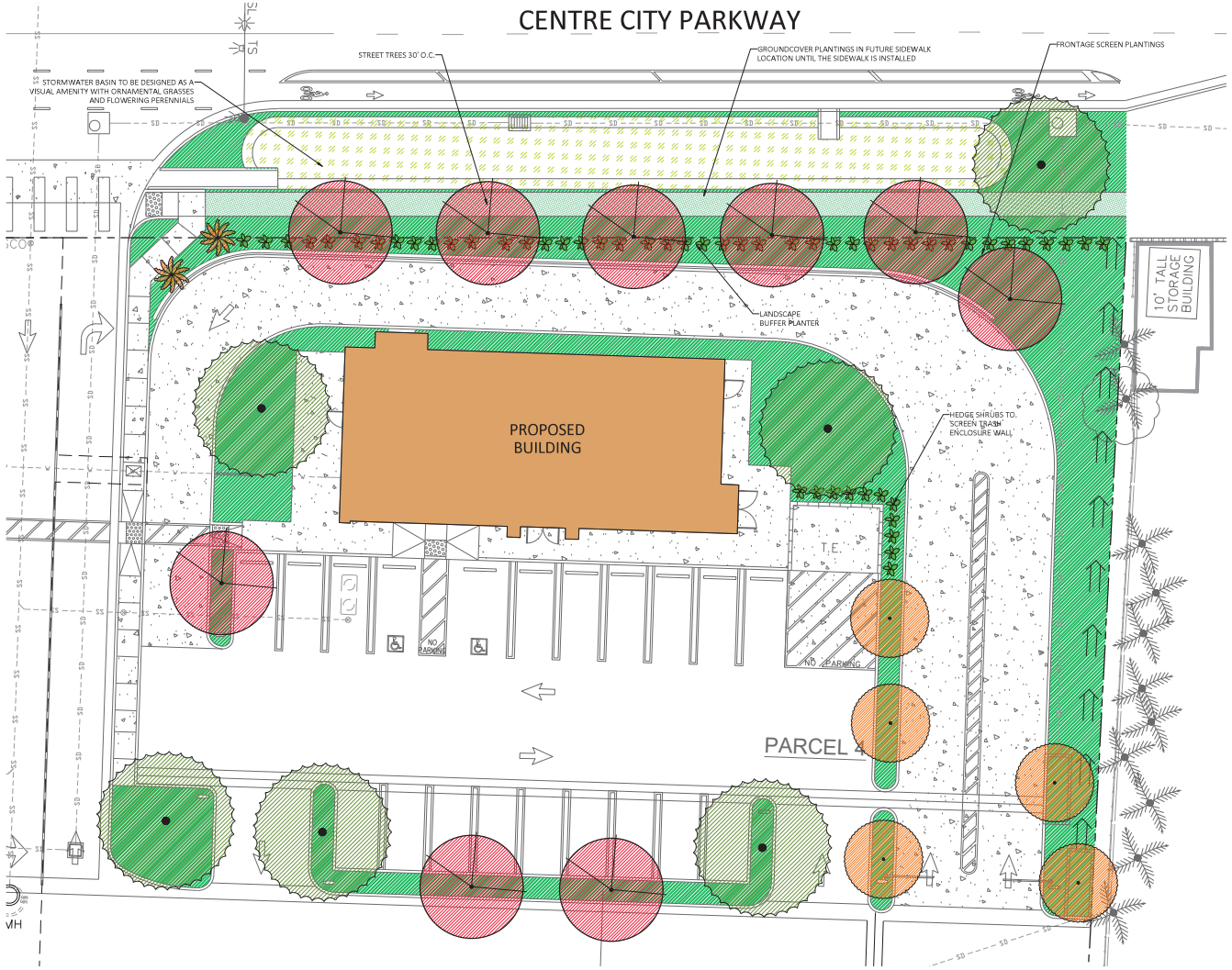
A FINAL IRRIGATION DESIGN PLAN SHALL BE INCLUDED WITH THE PERMIT DRAWINGS COMPLETED FOR THE SITE DURING IMPROVEMENT PLAN PREPARATION.

BARK MULCH (LOCALLY SOURCED IN AN EARTH TONE COLOR) TO BE INSTALLED WITHIN PLANTER AREAS.

CANDIDATE PLANT LIST

SYM	BOTANICAL/ COMMON NAME
	TREES
	ACACIA STENOPHYLLA
	ARBUTUS X 'MARINA'
	CERCIS CANADENSIS 'FOREST PANSY'
	PISTACIA X 'RED PUSH'
	RELOCATED PALM TREES
	SEVERAL EXISTING PALM TREES TO BE RELOCATED:
	SYAGRUS ROMANZOFFIANA/ QUEEN PALM
	WASHINGTONIA ROBUSTA/ MEXICAN FAN PALM
	SHRUBS
	AZALEA INDICA HAPPY DAYS
	BUXUS MICROPHYLLA JAPONICA 'WINTER GEM'
	BULBINE FRUTESCENS 'HALLMARK'
	BOUGAINVILLEA 'TORCH GLOW
	CALAMAGROSTIS X ACUTIFLORA'KARL FOERSTER
	DIANELLA REVOLUTA
	EUONYMUS JAPONICUS SILVER KING
	KNIPHOFIA 'ORANGE BLAZE'
	LANTANA X 'NEW GOLD
	PENNISETUM SETACEUM 'FIREWORKS
	PELARGONIUM 'AMERICANA RED
	LOMANDRA LONGIFOLIA 'BREEZE'
	LIGUSTRUM SINENSIS 'SUNSHINE'
	NANDINA DOMESTICA OBSESSION
	HEDGE SHRUBS
	BASIN GRASSES/PERENNIALS
	ACHILLEA MILLEFOLIUM/ YARROW
	CALAMAGROSTIS X ACUTIFLORA'KARL FOERSTER
	ECHINACEA PURPUREA/ PURPLE CONEFLOWER
	LOMANDRA LONGIFOLIA 'BREEZE'

RED AND PINK TAGGED PALM
(APPROX. 15+ FEET TALL)



MSLA
Landscape Architecture, Inc.
306 Canyon Falls Dr.
Folsom, CA 95630
916.989.3372
www.msladesign.com

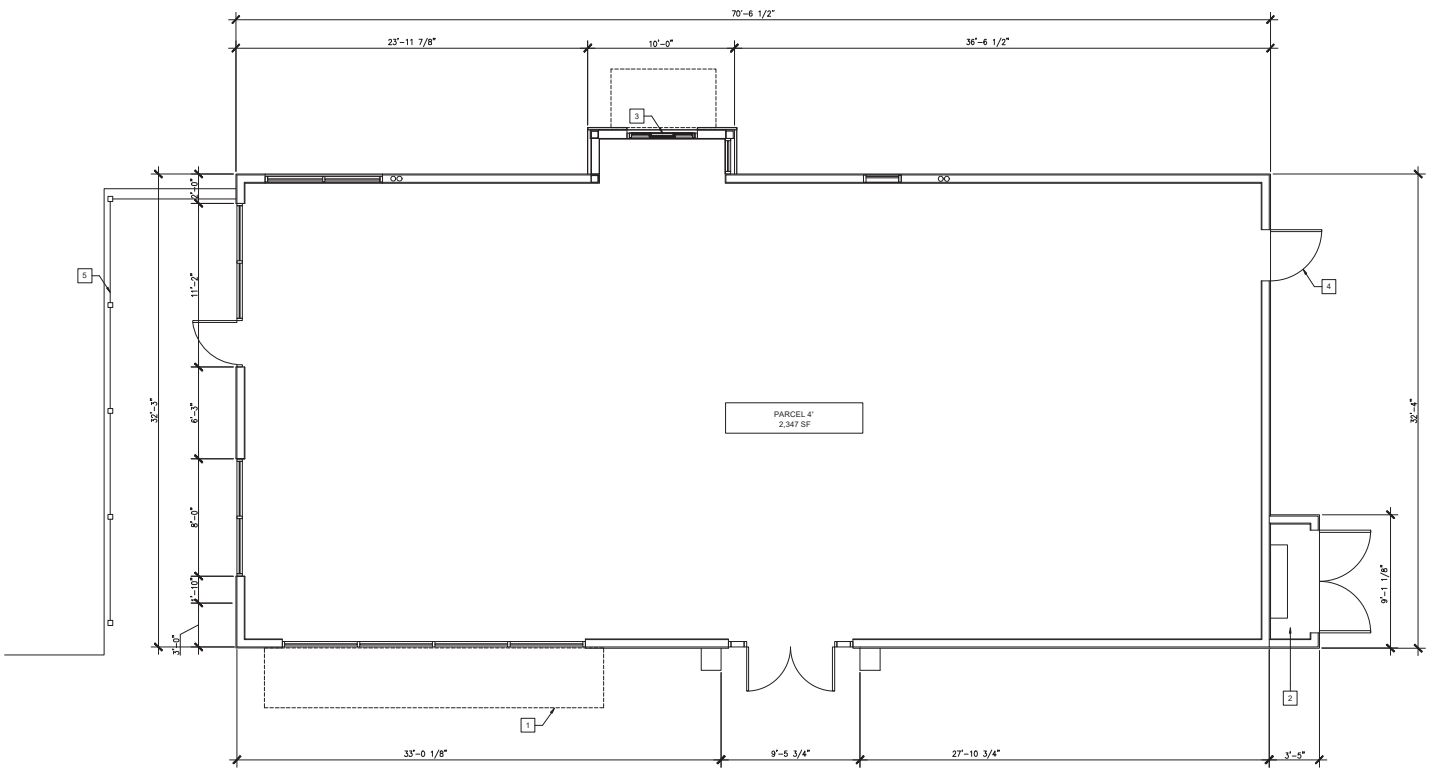
PRELIMINARY

PRELIMINARY LANDSCAPE PLAN

AUGUST 27, 2024

SHEET P1 OF TOTAL 1

C:\Users\MSLA\PC\Dropbox\Work Temp\Arch-Arbit_ESCONDIDO_Mission_Ave_Park, Escondido_Prelim.dwg Aug 27, 2024 - 07:36 am



FLOOR PLAN 1
SCALE: 1/4"=1'-0"

NORTH

GRAPHIC SCALE: 1/8" = 1'-0"

GENERAL NOTES:

KEYNOTES: X

1. LINE OF CANOPY ABOVE
2. ELECTRICAL SERVICE PANEL
3. DRIVE-THRU WINDOW.
4. SERVICE DOOR.
5. PATIO RAILING.

LEGEND

Revisions:

1	
2	
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4	
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MOUR GROUP
ENGINEERING + DESIGN
6593 RIVERDALE ST.
SAN DIEGO, CA. 92120
PH. 619.727.4800

PROJECT
CONDITIONAL USE PERMIT
PARCEL 4
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
501 WEST MISSION, LLC
c/o PATRICK COX
14493 OLD CREEK ROAD
SAN DIEGO, CA 92131

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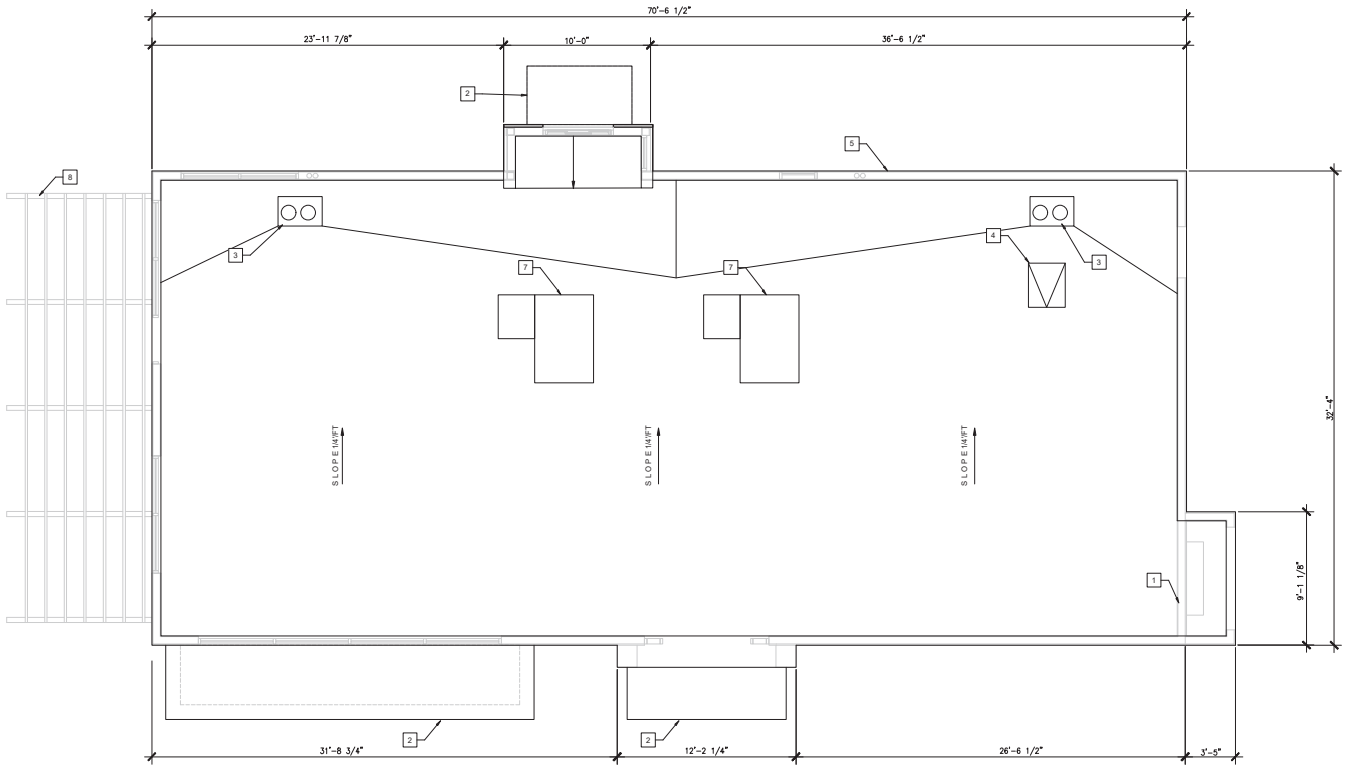
DATE:	AUGUST 23, 2024
PROJECT NO.:	WM2301
DRAWN:	MOUR GROUP
SCALE:	AS SHOWN

SHEET TITLE:
FLOOR PLAN
PARCEL 4

SHEET #
A400



ROOF PLAN 1
SCALE: 1/4"=1'-0"

NORTH

GRAPHIC SCALE: 1/4" = 1'-0"

GENERAL NOTES:

KEYNOTES: X

1. LINE OF WALLS BELOW.
2. FABRIC AWNING.
3. ROOF AND OVERFLOW DRAIN
4. ROOF HATCH, VERIFY LOCATION WITH TENANT
5. PARAPET TO SCREEN MECHANICAL EQUIPMNET
6. TPO MEMBRANE ROOFING OVER R30 INSULATION
7. MECHANICAL EQUIPMENT.
8. DECORATIVE TRELLIS WITH LIGHTING.

LEGEND

Revisions:

1	
2	
3	
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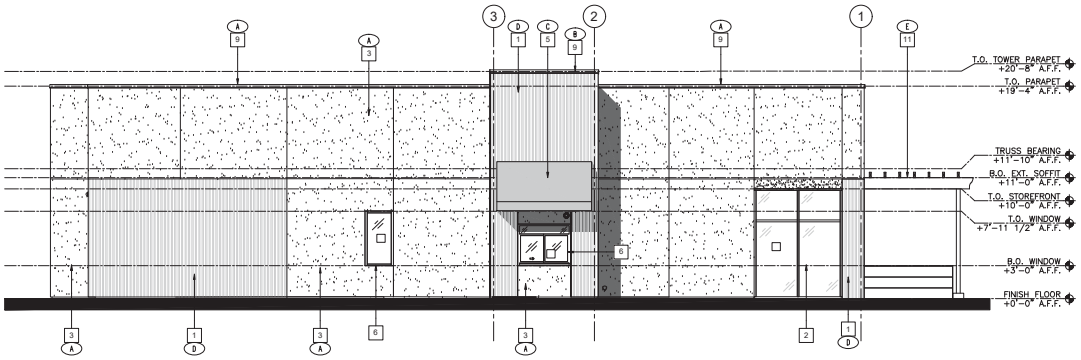
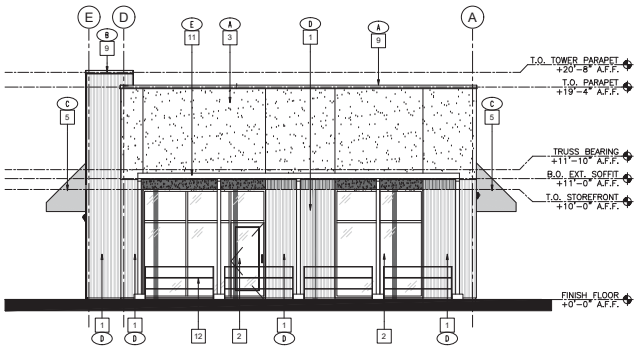
PROJECT NO.:	WM2301
DRAWN:	MOUR GROUP
SCALE:	AS SHOWN

SHEET TITLE:
ROOF PLAN
PARCEL 4

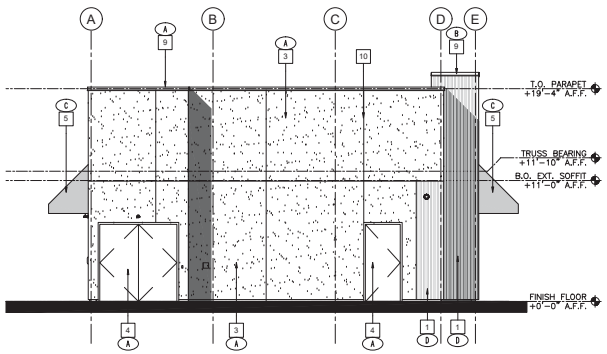
SHEET #
A401



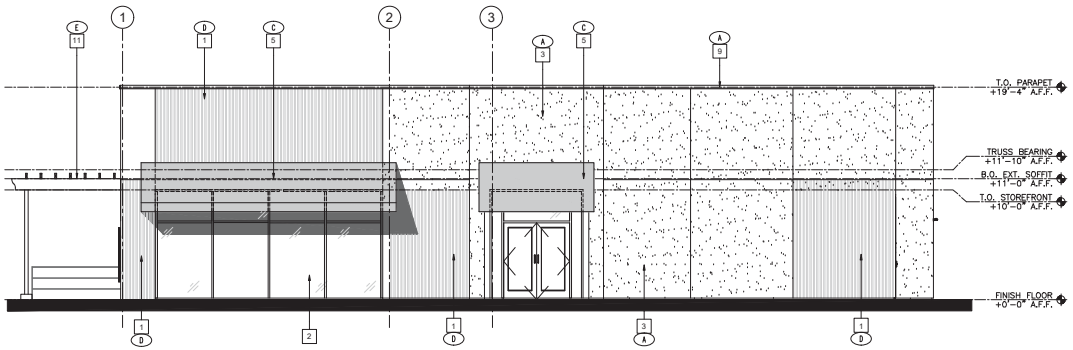
1 EAST ELEVATION
SCALE: 3/16" = 1'-0"



4 NORTH ELEVATION
SCALE: 3/16" = 1'-0"



2 SOUTH ELEVATION
SCALE: 3/16" = 1'-0"



3 WEST ELEVATION
SCALE: 3/16" = 1'-0"

ELEVATION GENERAL NOTES

ELEVATIONS KEY NOTES: X

1. VERTICAL COMPOSITE WOOD CLADDING.
2. ALUMINUM STOREFRONT.
3. EXTERIOR STUCCO.
4. HM DOOR.
5. FABRIC AWNING.
6. ALUMINUM FRAMED WINDOW.
7. WOOD ROOF FASCIA.
8. STANDING SEAM METAL ROOF
9. MTL. COPING CAP
10. 1" REVEAL. TYP
11. TRELLIS
12. PATIO RAILING

EXTERIOR COLOR SCHEDULE X

A. SHERWIN WILLIAMS SW 7042 SHOJI WHITE
B. SHERWIN WILLIAMS SW 7674 PEPPERCORN
C. CHARCOAL GREY SUNBRELLA FABRIC
D. TREX CLADDING - TIKI TORCH
E. SHERWIN WILLIAMS SW 6362 TIGEREYE

Revisions:

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MOUR GROUP
ENGINEERING + DESIGN
6593 RIVERDALE ST.
SAN DIEGO, CA. 92120
PH. 619.727.4800

PROJECT
CONDITIONAL USE PERMIT
PARCEL 4
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
501 WEST MISSION, LLC
c/o PATRICK COX
14493 OLD CREEK ROAD
SAN DIEGO, CA 92131

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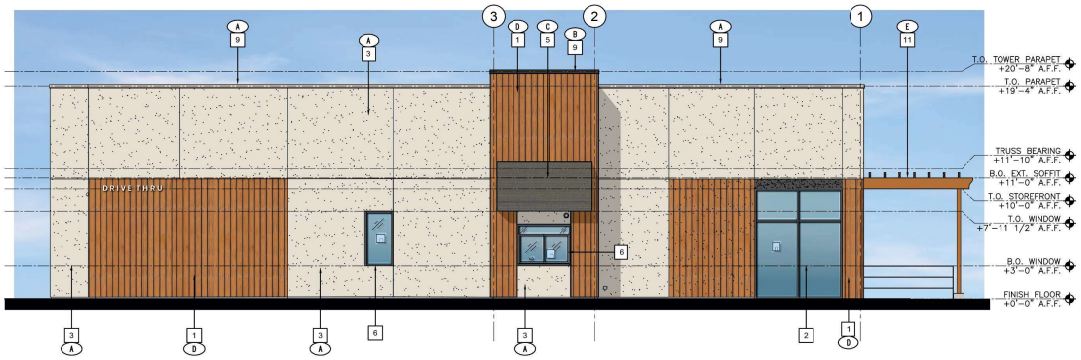
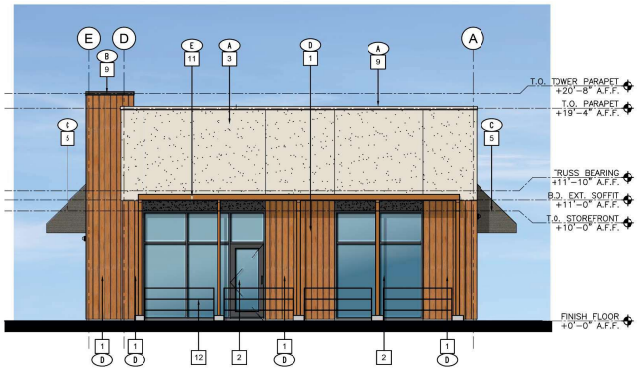
DATE:	AUGUST 23, 2024
PROJECT NO.:	WM2301
DRAWN:	MOUR GROUP
SCALE:	AS SHOWN

SHEET TITLE:
EXTERIOR ELEVATIONS PARCEL 4

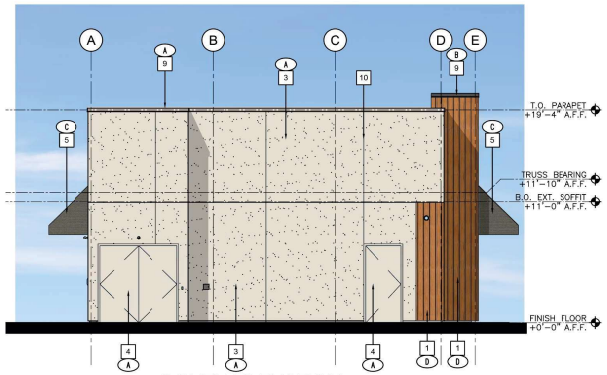
SHEET #
A402



1 EAST ELEVATION
SCALE: 3/16" = 1'-0"



4 NORTH ELEVATION
SCALE: 3/16" = 1'-0"



2 SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

3 WEST ELEVATION
SCALE: 3/16" = 1'-0"

ELEVATION GENERAL NOTES

ELEVATIONS KEY NOTES: X

1. VERTICAL COMPOSITE WOOD CLADDING.
2. ALUMINUM STOREFRONT.
3. EXTERIOR STUCCO.
4. HM DOOR.
5. FABRIC AWNING.
6. ALUMINUM FRAMED WINDOW.
7. WOOD ROOF FASCIA.
8. STANDING SEAM METAL ROOF
9. MTL. COPING CAP
10. 1" REVEAL. TYP.
11. TRELLIS
12. PATIO RAILING

EXTERIOR COLOR SCHEDULE X

A. SHERWIN WILLIAMS SW 7742 SHOJI WHITE
B. SHERWIN WILLIAMS SW 7674 PEPPERCORN
C. CHARCOAL GREY SUNBRELLA FABRIC
D. TREX CLADDING - TIKI TORCH
E. SHERWIN WILLIAMS SW 6362 TIGEREYE

Revisions:

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MOUR GROUP
ENGINEERING + DESIGN
6593 RIVERDALE ST.
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PROJECT
CONDITIONAL USE PERMIT
PARCEL 4
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
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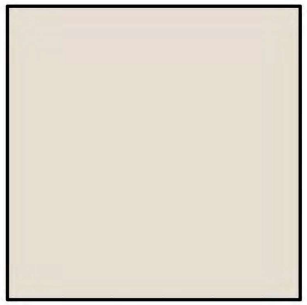
DATE:	MAY 7, 2024
PROJECT NO.:	WM2301
DRAWN:	MOUR GROUP
SCALE:	AS SHOWN

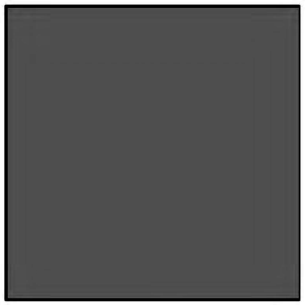
SHEET TITLE:
EXTERIOR ELEVATIONS PARCEL 4

SHEET #
A403

EXTERIOR COLOR SCHEDULE (X)

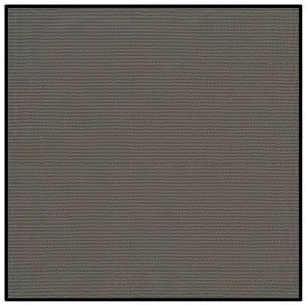


STUCCO
PAINT TO MATCH
SHERWIN WILLIAMS
SW 7042 SHOJI WHITE

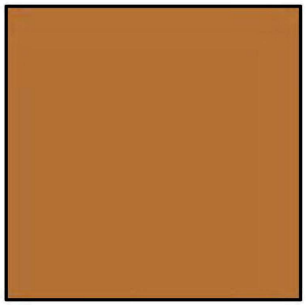


STUCCO OR METAL/STOREFRONT
PAINT TO MATCH
SHERWIN WILLIAMS
SW 7674 PEPPERCORN

COMPOSITE VERTICAL SIDING
TREX CLADDING
TIKI TORCH



SUBRELLA AWNING FABRIC
CHARCOAL GREY
SKU 4644-0000



WOOD TRELLIS
PAINT TO MATCH
SHERWIN WILLIAMS
SW 6362 TIGEREYE

Revisions:

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MOUR GROUP
ENGINEERING + DESIGN
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PROJECT
CONDITIONAL USE PERMIT
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CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
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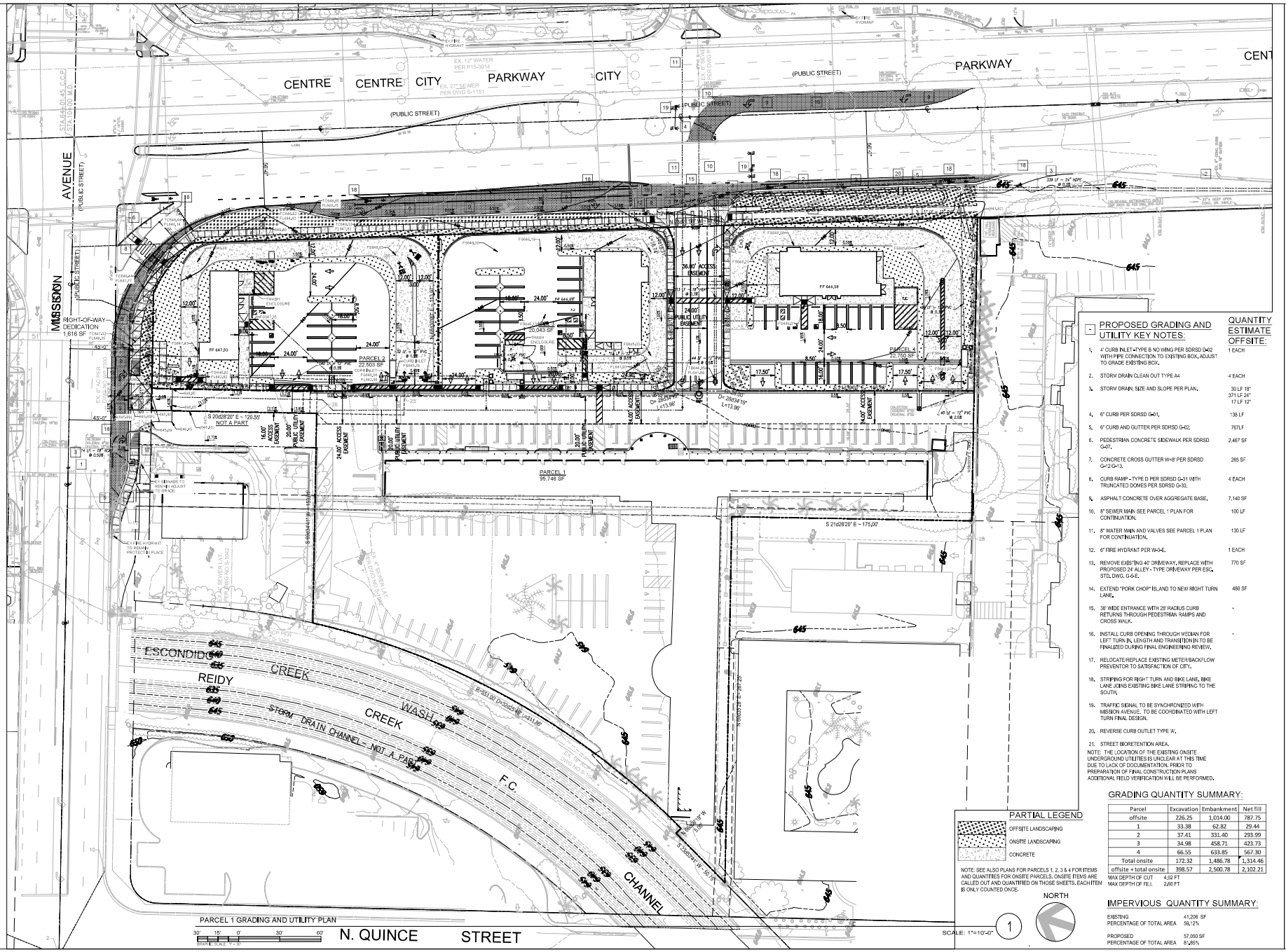
DATE:	MAY 7, 2024
PROJECT NO.:	WM2301
DRAWN:	MOUR GROUP
SCALE:	AS SHOWN

SHEET TITLE:
COLOR &
MATERIAL BOARD
PARCEL 4

SHEET #
A404



PROPOSED GRADING AND UTILITY KEY NOTES:

		QUANTITY ESTIMATE OFFSITE:
1.	4' CURB INLET - TYPE B NO WING PER SDRSD D-02 WITH PIPE CONNECTION TO EXISTING BOX, ADJUST TO GRADE EXISTING BOX.	1 EACH
2.	STORM DRAIN CLEAN OUT TYPE A4	4 EACH
3.	STORM DRAIN, SIZE AND SLOPE PER PLAN.	30 LF 18" 371 LF 24" 17 LF 12"
4.	6" CURB PER SDRSD G-01.	138 LF
5.	6" CURB AND GUTTER PER SDRSD G-02.	767LF
6.	PEDESTRIAN CONCRETE SIDEWALK PER SDRSD G-07.	2,467 SF
7.	CONCRETE CROSS GUTTER W=8' PER SDRSD G-12/G-13.	265 SF
8.	CURB RAMP - TYPE D PER SDRSD G-31 WITH TRUNCATED DOMES PER SDRSD G-30.	4 EACH
9.	ASPHALT CONCRETE OVER AGGREGATE BASE.	7,140 SF
10.	8" SEWER MAIN SEE PARCEL 1 PLAN FOR CONTINUATION.	100 LF
11.	8" WATER MAIN AND VALVES SEE PARCEL 1 PLAN FOR CONTINUATION.	130 LF
12.	6" FIRE HYDRANT PER W-3-E.	1 EACH
13.	REMOVE EXISTING 40' DRIVEWAY, REPLACE WITH PROPOSED 24' ALLEY - TYPE DRIVEWAY PER ESC. STD. DWG. G-45.	770 SF
14.	EXTEND "PORK CHOP" ISLAND TO NEW RIGHT TURN LANE.	480 SF
15.	36' WIDE ENTRANCE WITH 25' RADIUS CURB RETURNS THROUGH PEDESTRIAN RAMPS AND CROSS WALK.	-
16.	INSTALL CURB OPENING THROUGH MEDIAN FOR LEFT TURN IN, LENGTH AND TRANSITION IN TO BE FINALIZED DURING FINAL ENGINEERING REVIEW.	-
17.	RELOCATE/REPLACE EXISTING METER/BACKFLOW PREVENTOR TO SATISFACTION OF CITY.	
18.	STRIPING FOR RIGHT TURN AND BIKE LANE, BIKE LANE JOINS EXISTING BIKE LANE STRIPING TO THE SOUTH.	
19.	TRAFFIC SIGNAL TO BE SYNCHRONIZED WITH MISSION AVENUE. TO BE COORDINATED WITH LEFT TURN FINAL DESIGN.	
20.	REVERSE CURB OUTLET TYPE 'A'.	
21.	STREET BIORETENTION AREA.	

NOTE: THE LOCATION OF THE EXISTING ONSITE UNDERGROUND UTILITIES IS UNCLEAR AT THIS TIME DUE TO LACK OF DOCUMENTATION. PRIOR TO PREPARATION OF FINAL CONSTRUCTION PLANS ADDITIONAL FIELD VERIFICATION WILL BE PERFORMED.

PARTIAL LEGEND

- OFFSITE LANDSCAPING
- ONSITE LANDSCAPING
- CONCRETE

NOTE: SEE ALSO PLANS FOR PARCELS 1, 2, 3 & 4 FOR ITEMS AND QUANTITIES FOR ONSITE PARCELS. ONSITE ITEMS ARE CALLED OUT AND QUANTIFIED ON THOSE SHEETS. EACH ITEM IS ONLY COUNTED ONCE.

GRADING QUANTITY SUMMARY:

Parcel	Excavation	Embankment	Net fill
offsite	226.25	1,014.00	787.75
1	33.38	62.82	29.44
2	37.41	331.40	293.99
3	34.98	458.71	423.73
4	66.55	633.85	567.30
Total onsite	172.32	1,486.78	1,314.46
offsite + total onsite	398.57	2,500.78	2,102.21

MAX DEPTH OF CUT 4.62 FT
MAX DEPTH OF FILL 2.60 FT

IMPERVIOUS QUANTITY SUMMARY:

EXISTING	41,206 SF
PERCENTAGE OF TOTAL AREA	59.12%
PROPOSED	57,050 SF
PERCENTAGE OF TOTAL AREA	81.85%

Revisions:

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MOUR GROUP
ENGINEERING + DESIGN
6593 RIVERDALE ST.
SAN DIEGO, CA. 92120
PH. 619.727.4800

PROJECT
PROPOSED DEVELOPMENT
PARCEL 1
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
501 WEST MISSION, LLC
c/o PATRICK COX
14493 OLD CREEK ROAD
SAN DIEGO, CA 92131

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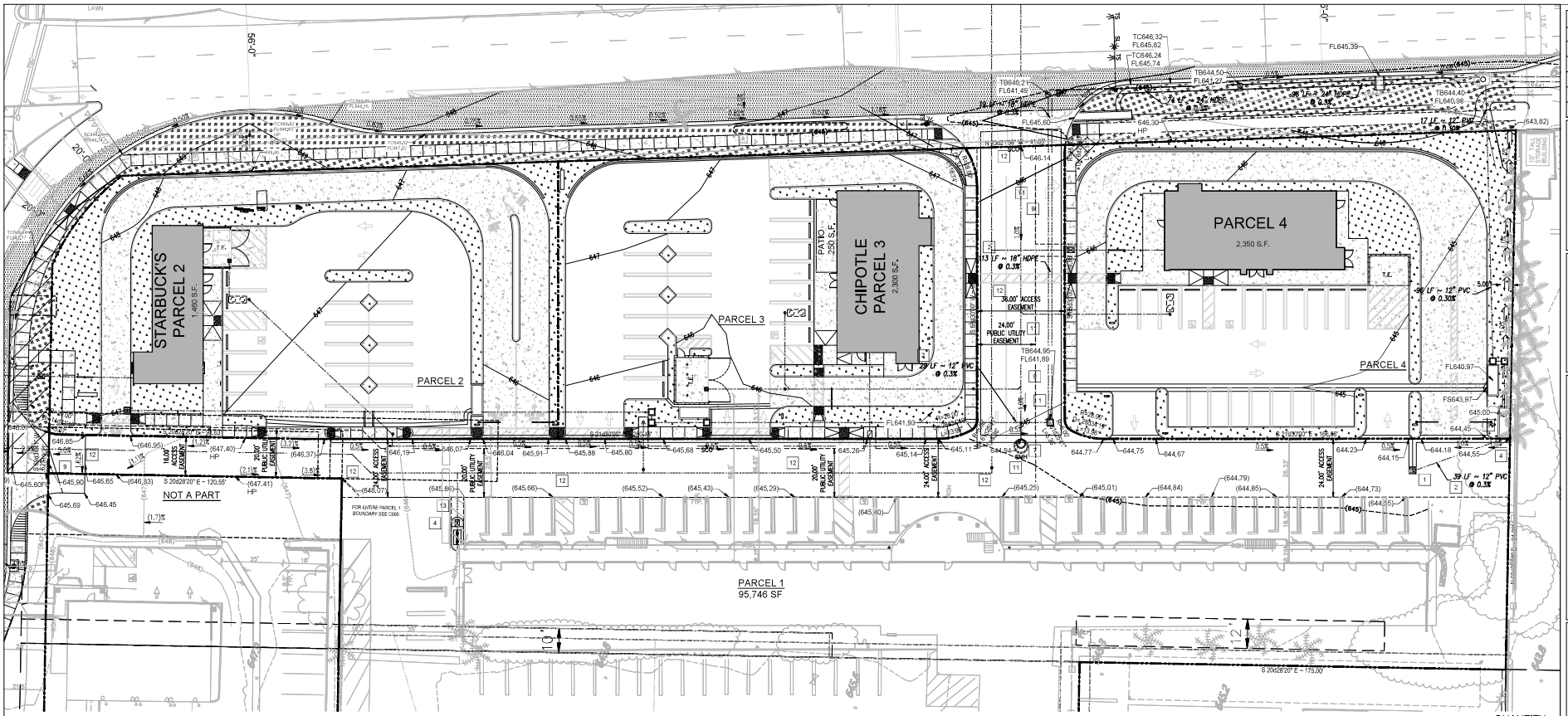
DATE: AUGUST 23, 2024
PROJECT NO. WM2301
DRAWN:
SCALE: AS SHOWN

SHEET TITLE:
OVERALL GRADING AND UTILITY PLAN

SHEET #
C000



PROPOSED GRADING AND UTILITY KEY NOTES:

NOTE: SEE ALSO PLANS FOR PARCELS 2, 3 & 4 FOR ITEMS ON ADJACENT PARCEL LINES, THEY ARE CALLED OUT AND QUANTIFIED THERE, EACH ITEM IS ONLY COUNTED ONCE.

		QUANTITY ESTIMATE PARCEL 1:
1.	24" X 24" CATCH BASIN BY OLDCASTLE PRECAST, GRATE OR SOLID LID PER PLAN.	2EACH
2.	STORM DRAIN, SIZE AND SLOPE PER PLAN.	68 LF of 12" 113 LF of 18"
3.	NOT USED.	-
4.	6" CURB PER SDRSD G-01.	30 LF
5.	NOT USED.	-
6.	NOT USED.	-
7.	CONCRETE CROSS GUTTER W=3' PER SDRSD G-12/C-13.	100 SF
8.	NOT USED.	-
9.	ASPHALT CONCRETE OVER AGGREGATE BASE.	4,277 SF
10.	NOT USED.	-
11.	8" SEWER MAIN AND SEWER MANHOLE IN PUBLIC UTILITY EASEMENT, SEE OFFSITE GRADING AND UTILITY PLAN FOR CONTINUATION.	120 LF
12.	8" WATER MAIN IN PUBLIC UTILITY EASEMENT, SEE OVERALL GRADING AND UTILITY PLAN FOR CONTINUATION.	524 LF
13.	3" WATER METER IN EASEMENT AND BACKFLOW PREVENTER.	42 LF

NOTE: THE LOCATION OF THE EXISTING ONSITE UNDERGROUND UTILITIES IS UNCLEAR AT THIS TIME DUE TO LACK OF DOCUMENTATION. PRIOR TO PREPARATION OF FINAL CONSTRUCTION PLANS ADDITIONAL FIELD VERIFICATION WILL BE PERFORMED.

GRADING QUANTITY SUMMARY PARCEL 1:

AREA GRADED	0.11 AC (4,805 SF)
EXCAVATION	33 CY CUT
EMBANKMENT	63 CY FILL
NET IMPORT	30 CY FILL
MAX DEPTH OF CUT	2.12 FT
MAX DEPTH OF FILL	1.21 FT

IMPERVIOUS QUANTITY SUMMARY PARCEL 1:

EXISTING	2,087 SF
PERCENTAGE OF TOTAL AREA	47.38
PROPOSED	4,805 SF
PERCENTAGE OF TOTAL AREA	100%

PARCEL 1 GRADING AND UTILITY PLAN

SCALE: 1"=20'-0" (1)

NORTH

Revisions:

1	
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MOUR GROUP
ENGINEERING + DESIGN
6593 RIVERDALE ST.
SAN DIEGO, CA. 92120
PH. 619.727.4800

PROJECT
PROPOSED DEVELOPMENT
PARCEL 1
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
501 WEST MISSION, LLC
c/o PATRICK COX
14493 OLD CREEK ROAD
SAN DIEGO, CA 92131

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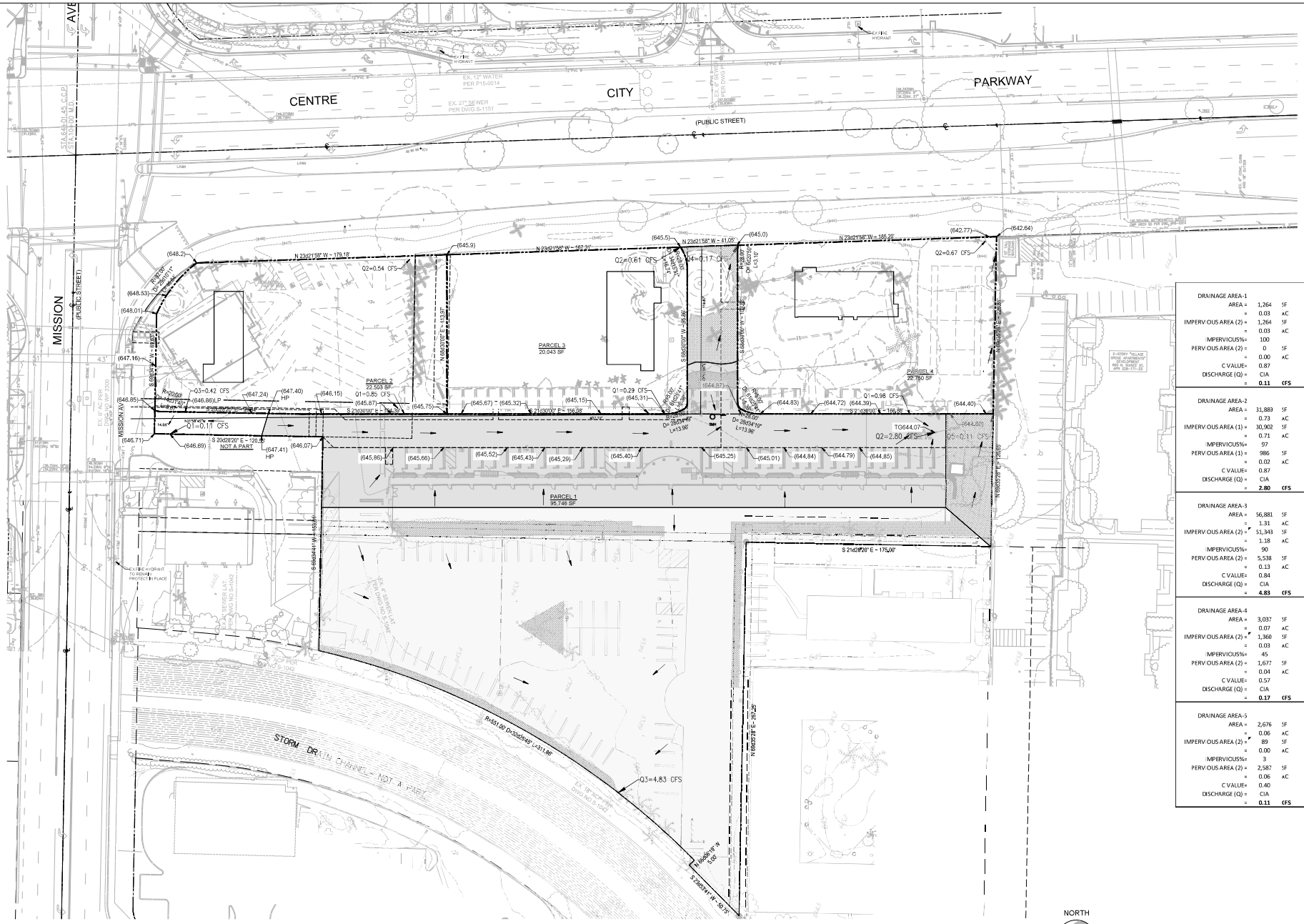
DATE:	AUGUST 23, 2024
PROJECT NO.	WM2301
DRAWN:	
SCALE:	AS SHOWN

SHEET TITLE:
GRADING AND UTILITY PLAN PARCEL 1

SHEET #
C100



PARCEL 1 DRAINAGE PLAN

SCALE: 1"=30'-0"

DRAINAGE AREA-1		
AREA =	1,264	SF
=	0.03	AC
IMPERVIOUS AREA (2) =	1,264	SF
=	0.03	AC
IMPERVIOUS% =	100	
PERVIOUS AREA (2) =	0	SF
=	0.00	AC
C VALUE =	0.87	
DISCHARGE (Q) =	CIA	
=	**0.11**	**CFS**
DRAINAGE AREA-2		
AREA =	31,889	SF
=	0.73	AC
IMPERVIOUS AREA (1) =	30,902	SF
=	0.71	AC
IMPERVIOUS% =	97	
PERVIOUS AREA (1) =	986	SF
=	0.02	AC
C VALUE =	0.87	
DISCHARGE (Q) =	CIA	
=	**2.80**	**CFS**
DRAINAGE AREA-3		
AREA =	56,881	SF
=	1.31	AC
IMPERVIOUS AREA (2) =	51,343	SF
=	1.18	AC
IMPERVIOUS% =	90	
PERVIOUS AREA (2) =	5,538	SF
=	0.13	AC
C VALUE =	0.84	
DISCHARGE (Q) =	CIA	
=	**4.83**	**CFS**
DRAINAGE AREA-4		
AREA =	3,037	SF
=	0.07	AC
IMPERVIOUS AREA (2) =	1,360	SF
=	0.03	AC
IMPERVIOUS% =	45	
PERVIOUS AREA (2) =	1,677	SF
=	0.04	AC
C VALUE =	0.57	
DISCHARGE (Q) =	CIA	
=	**0.17**	**CFS**
DRAINAGE AREA-5		
AREA =	2,676	SF
=	0.06	AC
IMPERVIOUS AREA (2) =	89	SF
=	0.00	AC
IMPERVIOUS% =	3	
PERVIOUS AREA (2) =	2,587	SF
=	0.06	AC
C VALUE =	0.40	
DISCHARGE (Q) =	CIA	
=	**0.11**	**CFS**

Revisions:

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PROJECT
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ESCONDIDO, CA 92025

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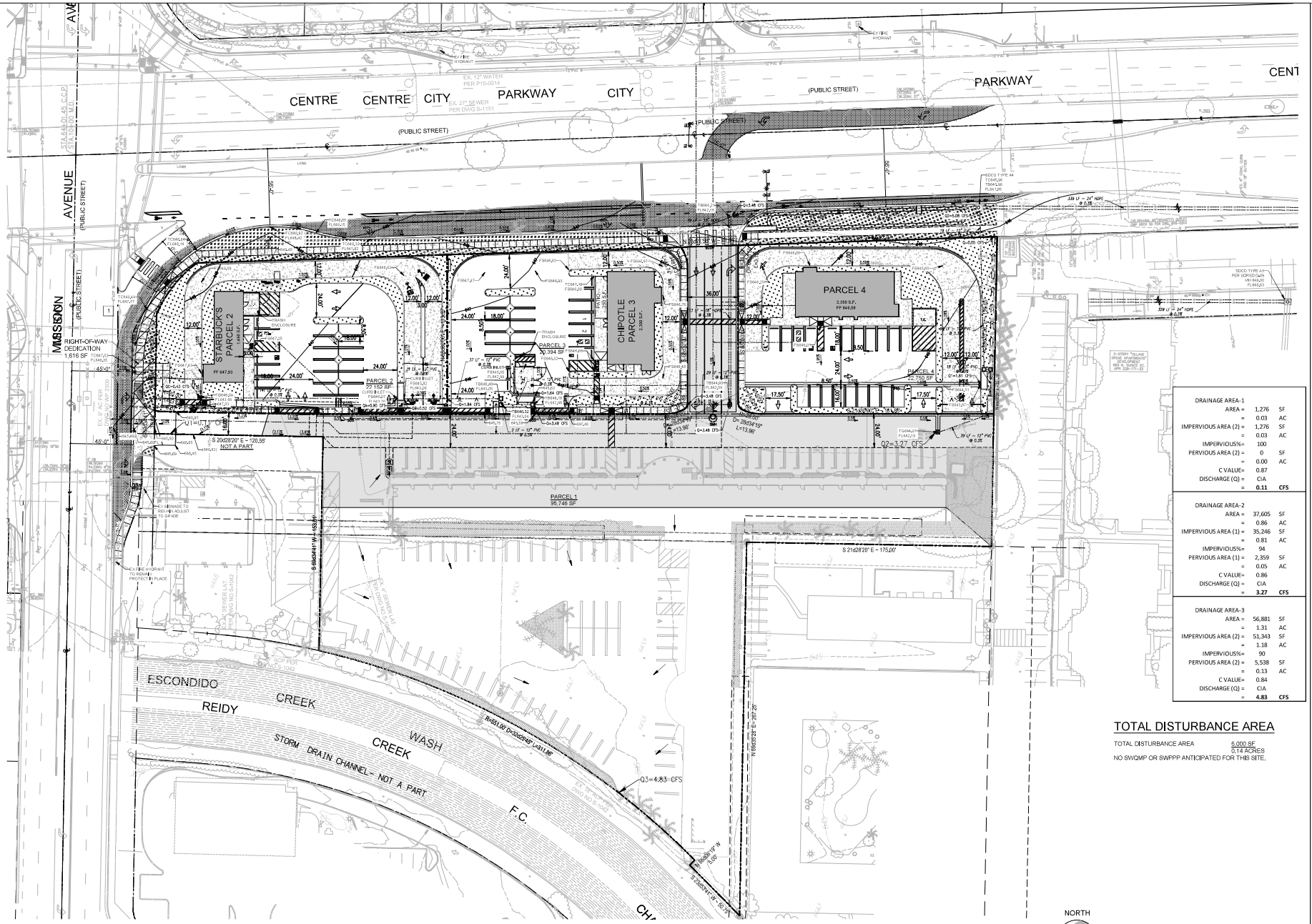
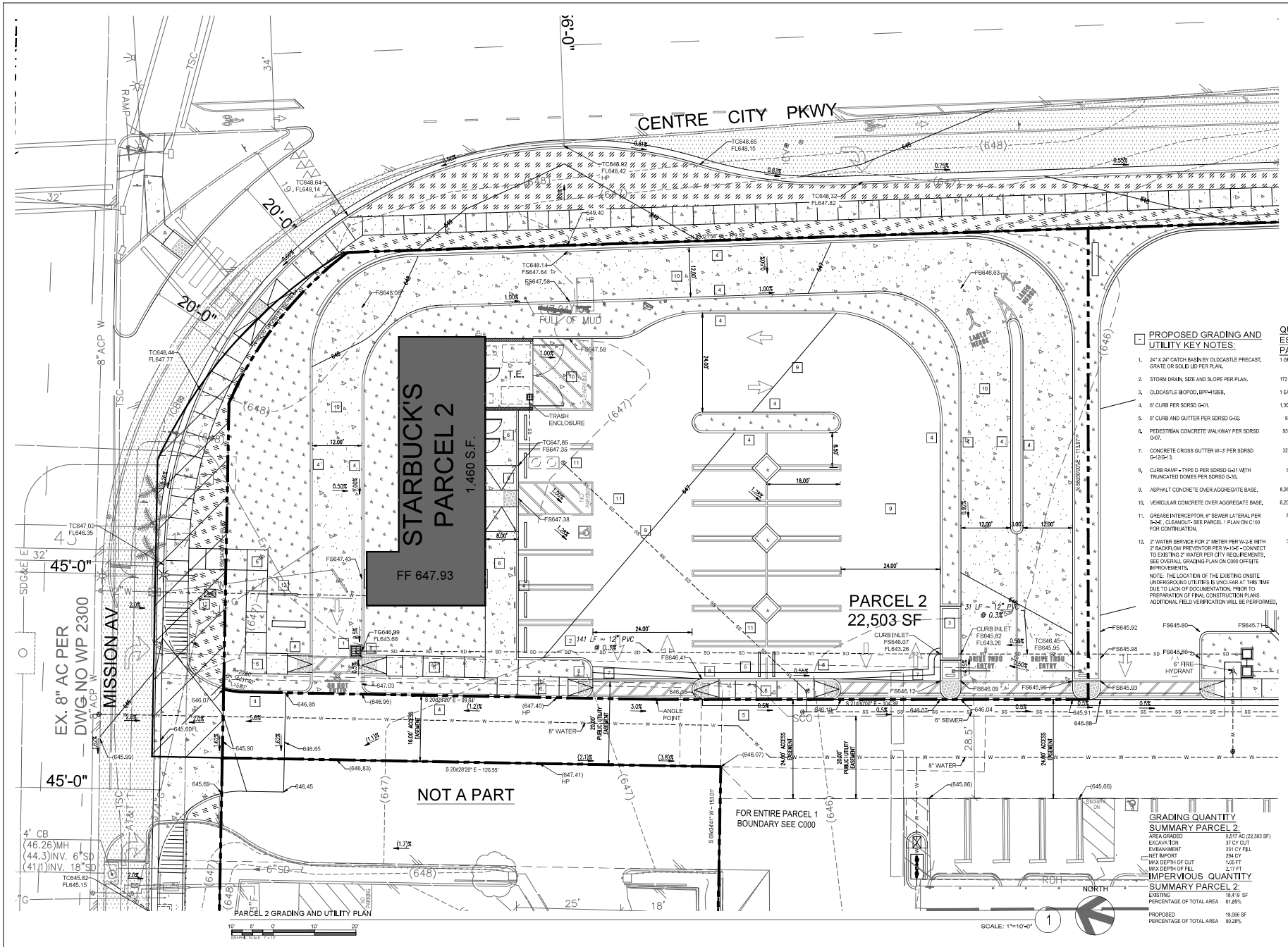
DATE:	AUGUST 23, 2024
PROJECT NO.	WM2301
DRAWN:	
SCALE:	AS SHOWN

SHEET TITLE:
DRAINAGE PLAN
EXISTING
PARCEL 1

SHEET #
C101


CENTRE CITY PARKWAY
(PUBLIC STREET)
MISSION AVENUE
RIGHT-OF-WAY DEDICATION 1,616 SF
STARBUCK'S PARCEL 2 1,488 S.F.
CHIPOTLE PARCEL 3 2,300 S.F.
PARCEL 4 2,388 S.F.
PARCEL 1 95,746 SF
PARCEL 2 22,152 SF
PARCEL 3 20,394 SF
PARCEL 4 25,750 SF
ESCONDIDO REIDY CREEK WASH
STORM DRAIN CHANNEL - NOT A PART
F.C.
NOT A PART
Q1=1.84 CFS
Q2=3.27 CFS
Q3=4.83 CFS
Q=1.48 CFS
Q=0.43 CFS
Q=0.84 CFS
Q=0.81 CFS
Q=0.48 CFS
Q=0.48 CFS
Q=0.48 CFS
Q=0.48 CFS
S 20d28'20" E - 120.55'
S 21d28'20" E - 175.20'
N 68d31'40" W - 158.41'
N 68d31'40" W - 50.00'
N 19d05'25" E - 207.25'
S 19d05'25" W - 5.00'
R=853.00' D=3d25'48" L=311.86'
R=13.00' D=28d34'19" L=13.90'
R=13.00' D=28d34'19" L=13.90'
39 LF - 24" HDPE @ 0.5%
339 LF - 24" HDPE @ 0.5%
39 LF - 12" PVC @ 0.5%
2 LF - 12" PVC
EX. 12" WATER PER P15-0014
EX. 27" SEWER PER DWG S-1151
EX. 8" SEWER PER DWG NO S-1042
EX. S. SEWER PER DWG NO S-1042
EX. 8" AC PER DWG NO S-1042
EX. 8" AC PER DWG NO S-1042
EX. 8" AC



PROPOSED GRADING AND UTILITY KEY NOTES:

		QUANTITY ESTIMATE PARCEL 2
1.	24" X 24" CATCH BASIN BY OLDCASTLE PRECAST, GRATE OR SOLID LID PER PLAN.	1 GRATE LID
2.	STORM DRAIN, SIZE AND SLOPE PER PLAN.	172 LF 12" PVC
3.	OLDCASTLE BIOPOD, BPP-412EB.	1 EACH 4'X12'
4.	6" CURB PER SDRSD G-01.	1,309 LF
5.	6" CURB AND GUTTER PER SDRSD G-02.	66 LF
6.	PEDESTRIAN CONCRETE WALKWAY PER SDRSD G-07.	950 SF
7.	CONCRETE CROSS GUTTER W=3' PER SDRSD G-12/G-13.	327 SF
8.	CURB RAMP - TYPE D PER SDRSD G-31 WITH TRUNCATED DOMES PER SDRSD G-30.	8 EACH
9.	ASPHALT CONCRETE OVER AGGREGATE BASE.	8,269 SF
10.	VEHICULAR CONCRETE OVER AGGREGATE BASE.	6,207 SF
11.	GREASE INTERCEPTOR, 6" SEWER LATERAL PER S-24, CLEANOUT - SEE PARCEL 1 PLAN ON C100 FOR CONTINUATION.	83 LF
12.	2" WATER SERVICE FOR 2" METER PER W-3-E WITH 2" BACKFLOW PREVENTOR PER W-10-E - CONNECT TO EXISTING 2" WATER PER CITY REQUIREMENTS, SEE OVERALL GRADING PLAN ON C000 OFFSITE IMPROVEMENTS. NOTE: THE LOCATION OF THE EXISTING ONSITE UNDERGROUND UTILITIES IS UNCLEAR AT THIS TIME DUE TO LACK OF DOCUMENTATION, PRIOR TO PREPARATION OF FINAL CONSTRUCTION PLANS ADDITIONAL FIELD VERIFICATION WILL BE PERFORMED.	34 LF

GRADING QUANTITY SUMMARY PARCEL 2:

AREA GRADED	0.517 AC (22,503 SF)
EXCAVATION	37 CY CUT
EMBANKMENT	331 CY FILL
NET IMPORT	294 CY
MAX DEPTH OF CUT	1.05 FT
MAX DEPTH OF FILL	2.17 FT

IMPERVIOUS QUANTITY SUMMARY PARCEL 2:

EXISTING	18,419 SF
PERCENTAGE OF TOTAL AREA	81.85%
PROPOSED	18,066 SF
PERCENTAGE OF TOTAL AREA	80.28%

Revisions:
1
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MOUR GROUP
ENGINEERING + DESIGN
6593 RIVERDALE ST.
SAN DIEGO, CA. 92120
PH. 619.727.4800

PROJECT
PROPOSED DEVELOPMENT
PARCEL 2
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
501 WEST MISSION, LLC
c/o PATRICK COX
14493 OLD CREEK ROAD
SAN DIEGO, CA 92131

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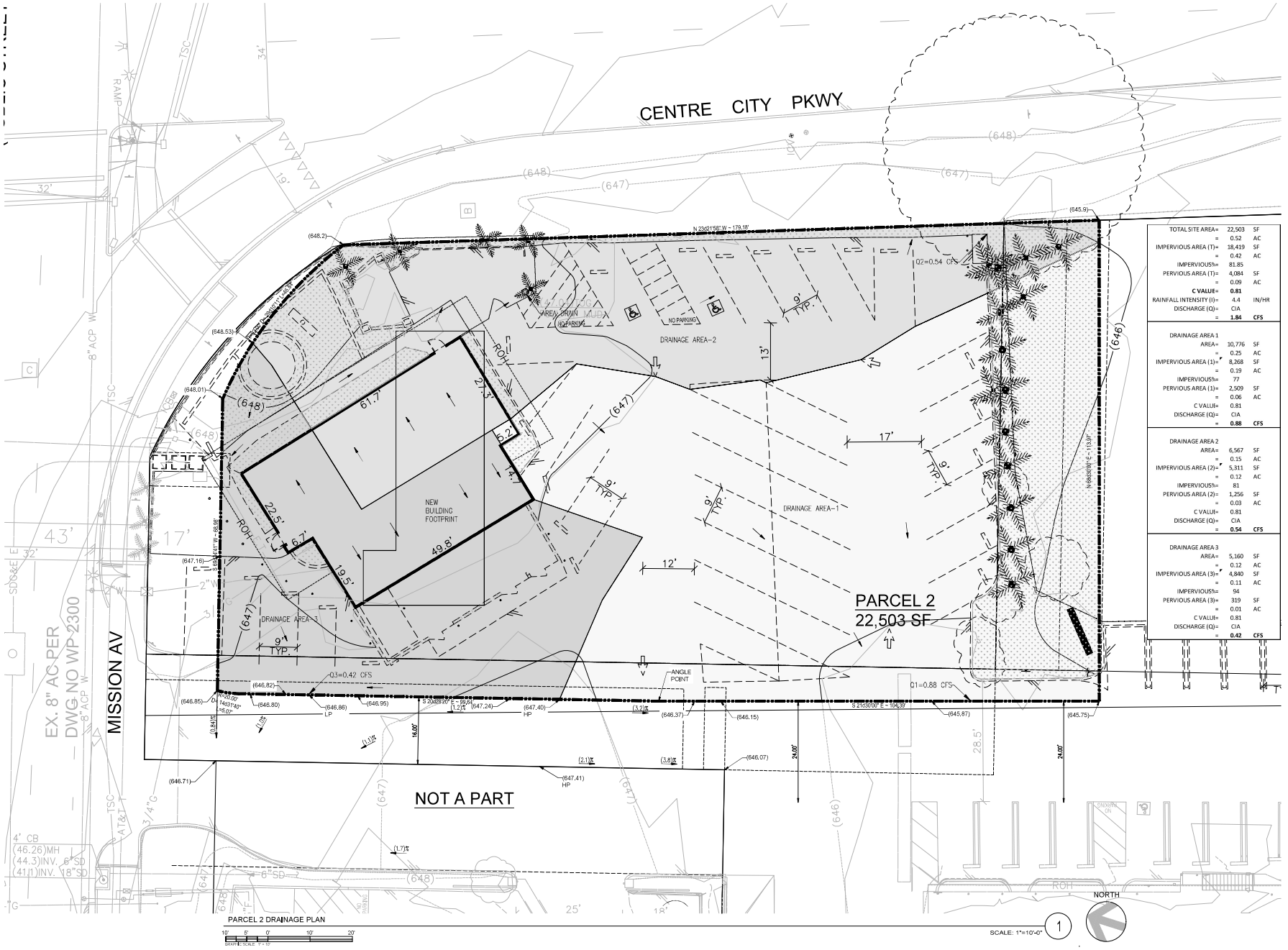
DATE: AUGUST 23, 2024
PROJECT NO.: WM2301
DRAWN:
SCALE: AS SHOWN

SHEET TITLE:
GRADING AND UTILITY PLAN PARCEL 2

SHEET #
C200



Revisions:

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ENGINEERING + DESIGN
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SAN DIEGO, CA. 92120
PH. 619.727.4800

PROJECT
PROPOSED DEVELOPMENT
PARCEL 2
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
501 WEST MISSION, LLC
c/o PATRICK COX
14493 OLD CREEK ROAD
SAN DIEGO, CA 92131

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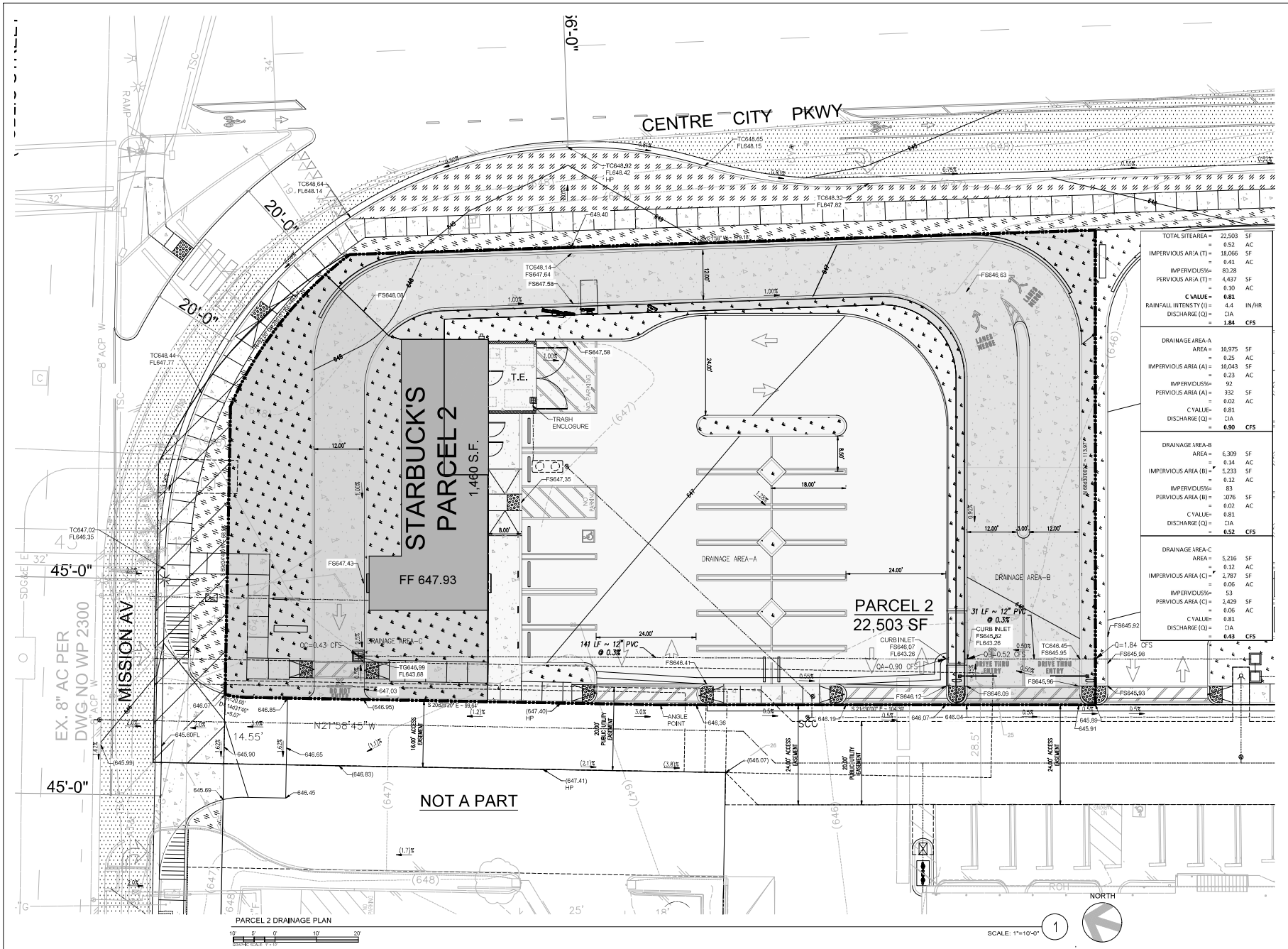
DATE:	AUGUST 23, 2024
PROJECT NO.	WM2301
DRAWN:	
SCALE:	AS SHOWN

SHEET TITLE:
DRAINAGE PLAN
EXISTING
PARCEL 2

SHEET #
C201



TOTAL SITE AREA =	22,503 SF
=	0.52 AC
IMPERVIOUS AREA (T) =	18,066 SF
=	0.41 AC
IMPERVIOUS% =	80.28
PERVIOUS AREA (T) =	4,437 SF
=	0.10 AC
C VALUE =	0.81
RAINFALL INTENSITY (I) =	4.4 IN/HR
DISCHARGE (Q) =	CIA
=	1.84 CFS

DRAINAGE AREA-A	
AREA =	10,975 SF
=	0.25 AC
IMPERVIOUS AREA (A) =	10,043 SF
=	0.23 AC
IMPERVIOUS% =	92
PERVIOUS AREA (A) =	932 SF
=	0.02 AC
C VALUE =	0.81
DISCHARGE (Q) =	CIA
=	0.90 CFS

DRAINAGE AREA-B	
AREA =	6,309 SF
=	0.14 AC
IMPERVIOUS AREA (B) =	5,233 SF
=	0.12 AC
IMPERVIOUS% =	83
PERVIOUS AREA (B) =	1076 SF
=	0.02 AC
C VALUE =	0.81
DISCHARGE (Q) =	CIA
=	0.52 CFS

DRAINAGE AREA-C	
AREA =	5,216 SF
=	0.12 AC
IMPERVIOUS AREA (C) =	2,787 SF
=	0.06 AC
IMPERVIOUS% =	53
PERVIOUS AREA (C) =	2,429 SF
=	0.06 AC
C VALUE =	0.81
DISCHARGE (Q) =	CIA
=	0.43 CFS

Revisions:

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6593 RIVERDALE ST.
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PH. 619.727.4800

PROJECT
PROPOSED DEVELOPMENT
PARCEL 2
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
501 WEST MISSION, LLC
c/o PATRICK COX
14493 OLD CREEK ROAD
SAN DIEGO, CA 92131

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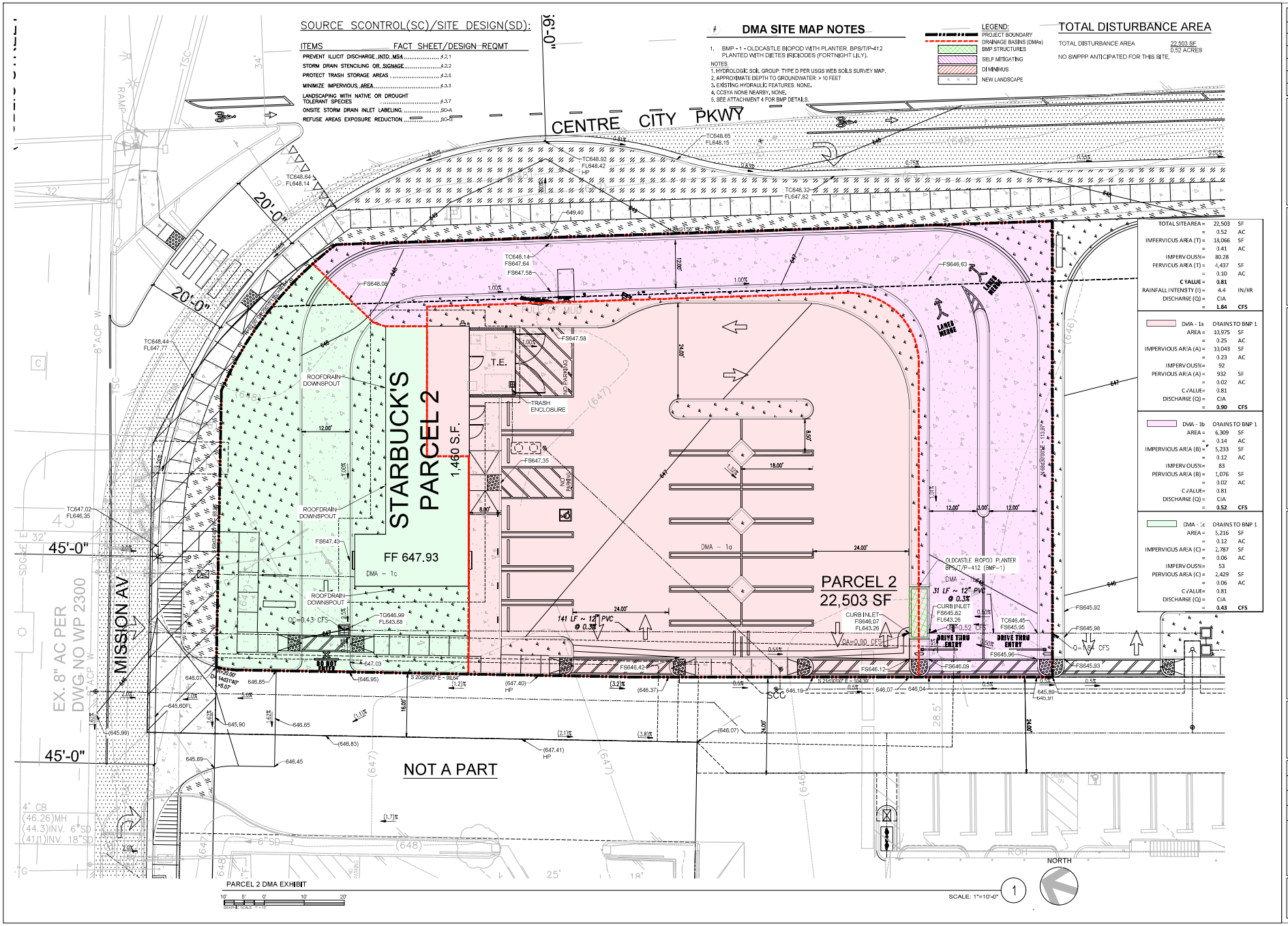
DATE:	AUGUST 23, 2024
PROJECT NO.	WM2301
DRAWN:	MOUR GROUP
SCALE:	AS SHOWN

SHEET TITLE:
DRAINAGE PLAN
PROPOSED
PARCEL 2

SHEET #
C202



Revisions:
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PROJECT
PROPOSED DEVELOPMENT
PARCEL 2
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
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c/o PATRICK COX
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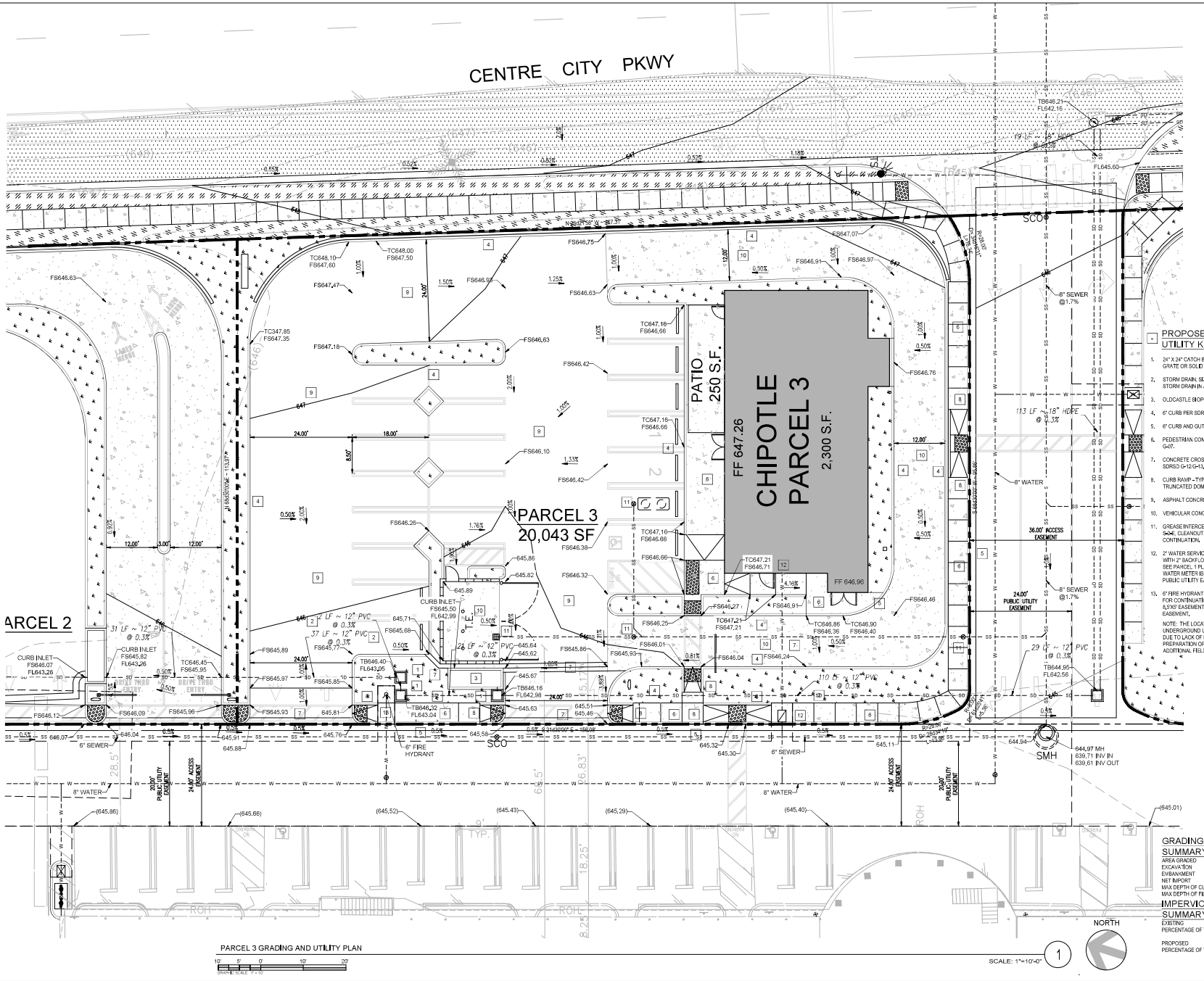
DATE: AUGUST 23, 2024
PROJECT NO. WM2301
DRAWN: MOUR GROUP
SCALE: AS SHOWN
SHEET TITLE:
DMA EXHIBIT
PARCEL 2
SHEET #
C203



PROPOSED GRADING AND UTILITY KEY NOTES:

		QUANTITY ESTIMATE PARCEL 3:
1.	24" X 24" CATCH BASIN BY OLDCASTLE PRECAST. GRATE OR SOLID LID PER PLAN.	3 EACH
2.	STORM DRAIN, SIZE AND SLOPE PER PLAN, NOTE: STORM DRAIN IN AN EASEMENT.	170 LF
3.	OLDCASTLE BIOPOD, BPP-412EB.	1 EACH 4'X12'
4.	6" CURB PER SDRSD G-01.	993 LF
5.	6" CURB AND GUTTER PER SDRSD G-02.	230 LF
6.	PEDESTRIAN CONCRETE WALKWAY PER SDRSD G-07.	1,574 SF
7.	CONCRETE CROSS GUTTER W=PER PLAN PER SDRSD G-12/G-13.	242 SF
8.	CURB RAMP - TYPE D PER SDRSD G-31 WITH TRUNCATED DOMES PER SDRSD G-30.	10 EACH
9.	ASPHALT CONCRETE OVER AGGREGATE BASE.	9,370 SF
10.	VEHICULAR CONCRETE OVER AGGREGATE BASE.	3,177 SF
11.	GREASE INTERCEPTOR, 6" SEWER LATERAL PER S-24E. CLEANOUT - SEE PARCEL 1 PLAN FOR CONTINUATION.	141 LF
12.	2" WATER SERVICE FOR 2" METER PER W-2-E WITH 2" BACKFLOW PREVENTOR PER W-19-E - SEE PARCEL 1 PLAN FOR CONTINUATION. NOTE: WATER METER IS IN A 5'X5' EASEMENT OFF OF THE PUBLIC UTILITY EASEMENT.	54 LF
13.	6" FIRE HYDRANT PER W-44 - SEE PARCEL 1 PLAN FOR CONTINUATION. NOTE: FIRE HYDRANT IS IN AN 8.5'X5' EASEMENT OFF OF THE PUBLIC UTILITY EASEMENT.	1 EACH

NOTE: THE LOCATION OF THE EXISTING ONSITE UNDERGROUND UTILITIES IS UNCLEAR AT THIS TIME DUE TO LACK OF DOCUMENTATION. PRIOR TO PREPARATION OF FINAL CONSTRUCTION PLANS ADDITIONAL FIELD VERIFICATION WILL BE PERFORMED.

GRADING QUANTITY SUMMARY PARCEL 3:

AREA GRADED	0.46 AC (20,043 SF)
EXCAVATION	35 CY CUT
EMBANKMENT	459 CY FILL
NET IMPORT	424 CY
MAX DEPTH OF CUT	4.02 FT
MAX DEPTH OF FILL	1.99 FT

IMPERVIOUS QUANTITY SUMMARY PARCEL 3:

EXISTING	3,678 SF
PERCENTAGE OF TOTAL AREA	19.35%
PROPOSED	17,862 SF
PERCENTAGE OF TOTAL AREA	89.12%

Revisions:

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6593 RIVERDALE ST.
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PH. 619.727.4800

PROJECT
CONDITIONAL USE PERMIT
PARCEL 3
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
501 WEST MISSION, LLC
c/o PATRICK COX
14493 OLD CREEK ROAD
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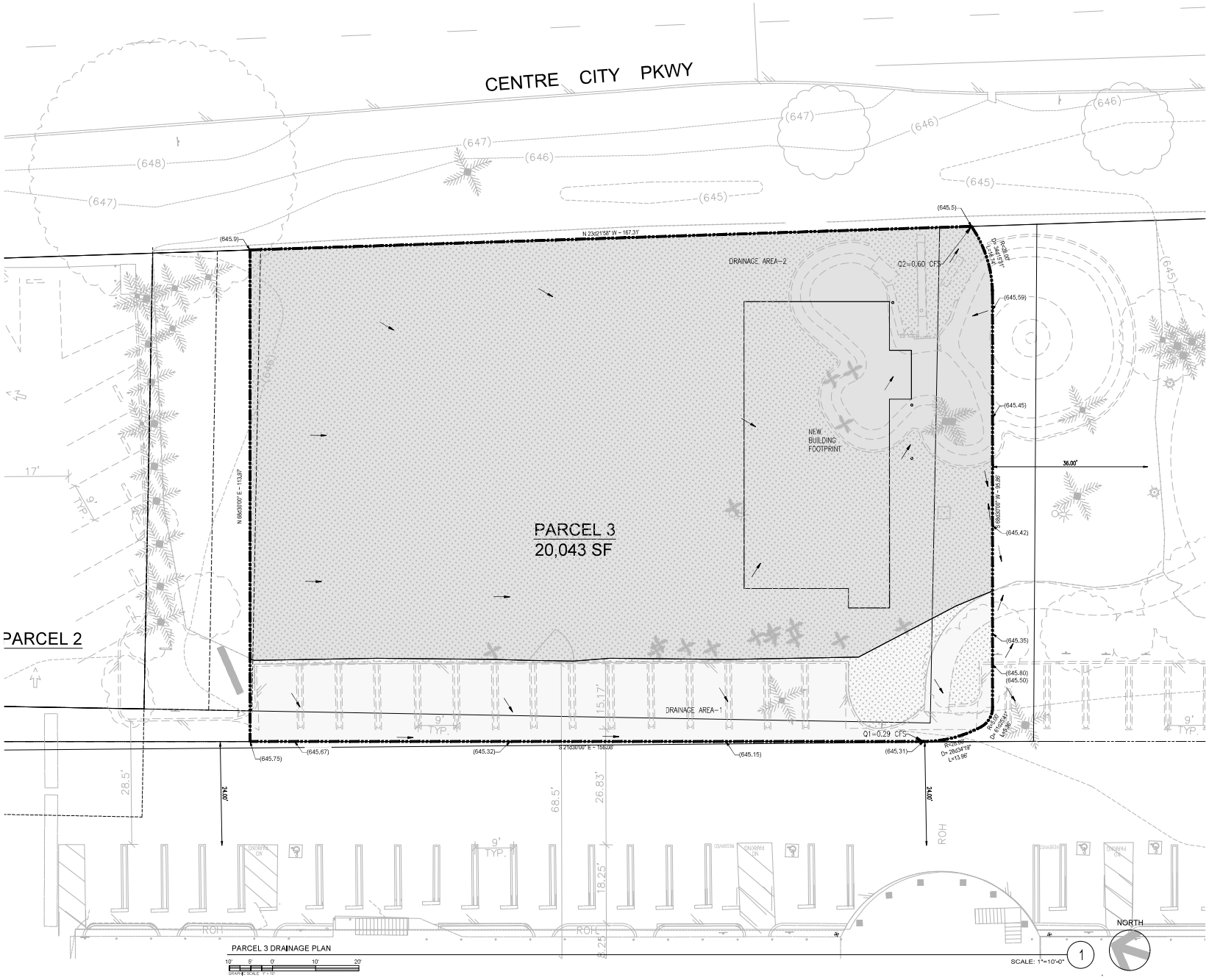
DATE:	MAY 7, 2024
PROJECT NO.:	WM2301
DRAWN:	MO | ES
SCALE:	AS SHOWN

SHEET TITLE:
GRADING AND UTILITY PLAN PARCEL 3

SHEET #
C300



TOTAL SITE AREA =	20,043	SF
=	0.46	AC
IMPERVIOUS AREA (T) =	3,878	SF
=	0.09	AC
IMPERVIOUS% =	19.35	
PERVIOUS AREA (T) =	16,165	SF
=	0.37	AC
C VALUE =	**0.44**	
RAINFALL INTENSITY (I) =	4.4	IN/HR
DISCHARGE (Q) =	CIA	
=	**0.88**	**CFS**
DRAINAGE AREA-1		
AREA =	3,523	SF
=	0.08	AC
IMPERVIOUS AREA (1) =	2,917	SF
=	0.07	AC
IMPERVIOUS% =	83	
PERVIOUS AREA (1) =	606	SF
=	0.01	AC
C VALUE =	0.81	
DISCHARGE (Q) =	CIA	
=	**0.29**	**CFS**
DRAINAGE AREA-2		
AREA =	16,519	SF
=	0.38	AC
IMPERVIOUS AREA (2) =	960	SF
=	0.02	AC
IMPERVIOUS% =	6	
PERVIOUS AREA (2) =	15,559	SF
=	0.36	AC
C VALUE =	0.36	
DISCHARGE (Q) =	CIA	
=	**0.60**	**CFS**

Revisions:

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ENGINEERING + DESIGN
6593 RIVERDALE ST.
SAN DIEGO, CA. 92120
PH. 619.727.4800

PROJECT
CONDITIONAL USE PERMIT
PARCEL 3
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
501 WEST MISSION, LLC
c/o PATRICK COX
14493 OLD CREEK ROAD
SAN DIEGO, CA 92131

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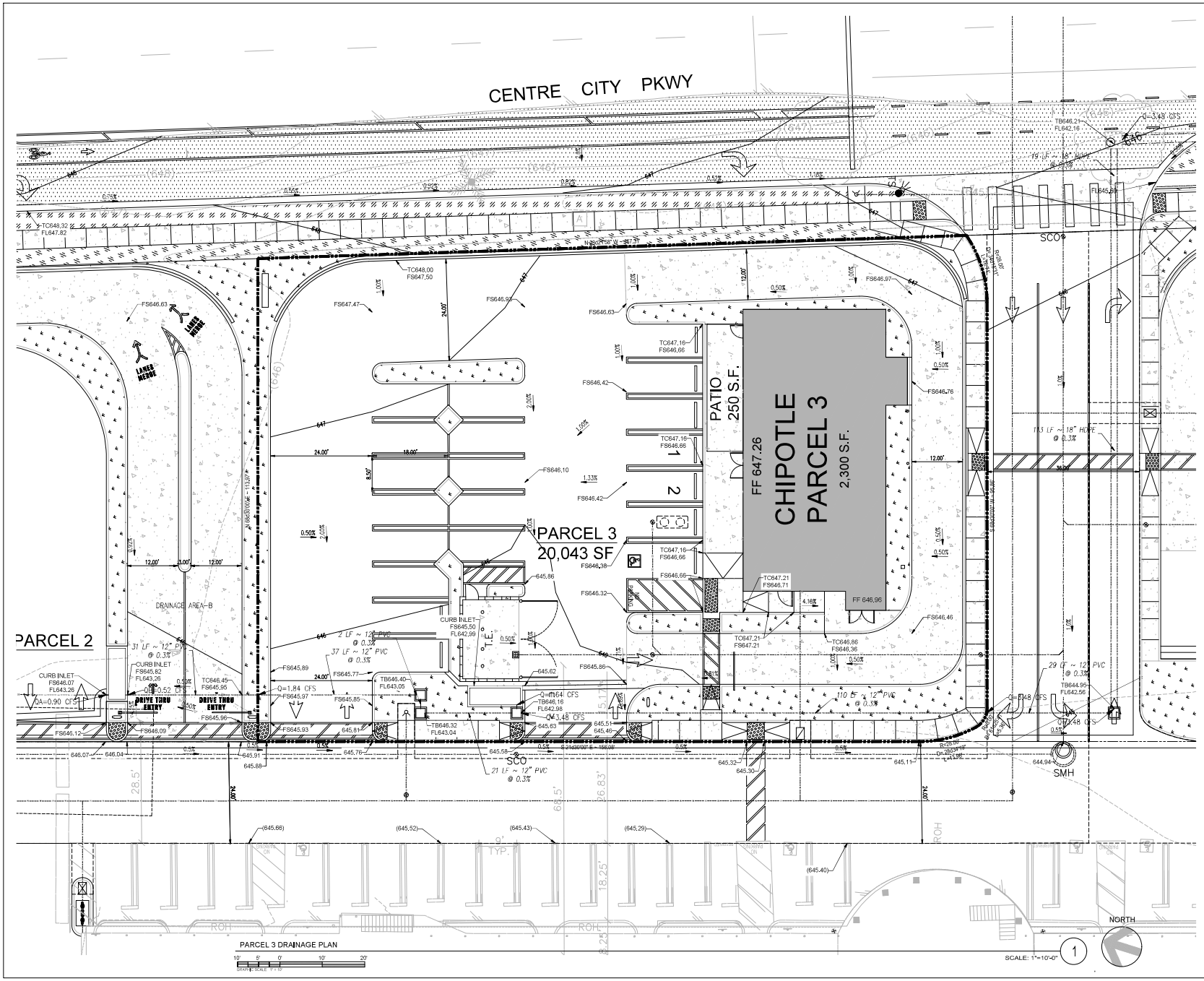
DATE:	MAY 7, 2024
PROJECT NO.	WM2301
DRAWN:	MOUR GROUP
SCALE:	AS SHOWN

SHEET TITLE:
DRAINAGE PLAN
EXISTING
PARCEL 3

SHEET #
C301



TOTAL SITE AREA =	20,043	SF
=	0.46	AC
IMPERVIOUS AREA (T) =	17,862	SF
=	0.41	AC
IMPERVIOUS% =	89.12	
PERVIOUS AREA (T) =	2,181	SF
=	0.05	AC
C VALUE =	0.81	
RAINFALL INTENSITY (I) =	4.4	IN/HR
DISCHARGE (Q) =	CIA	
=	1.64	CFS

Revisions:

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MOUR GROUP
ENGINEERING + DESIGN
6593 RIVERDALE ST.
SAN DIEGO, CA. 92120
PH. 619.727.4800

PROJECT
CONDITIONAL USE PERMIT
PARCEL 3
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
501 WEST MISSION, LLC
c/o PATRICK COX
14493 OLD CREEK ROAD
SAN DIEGO, CA 92131

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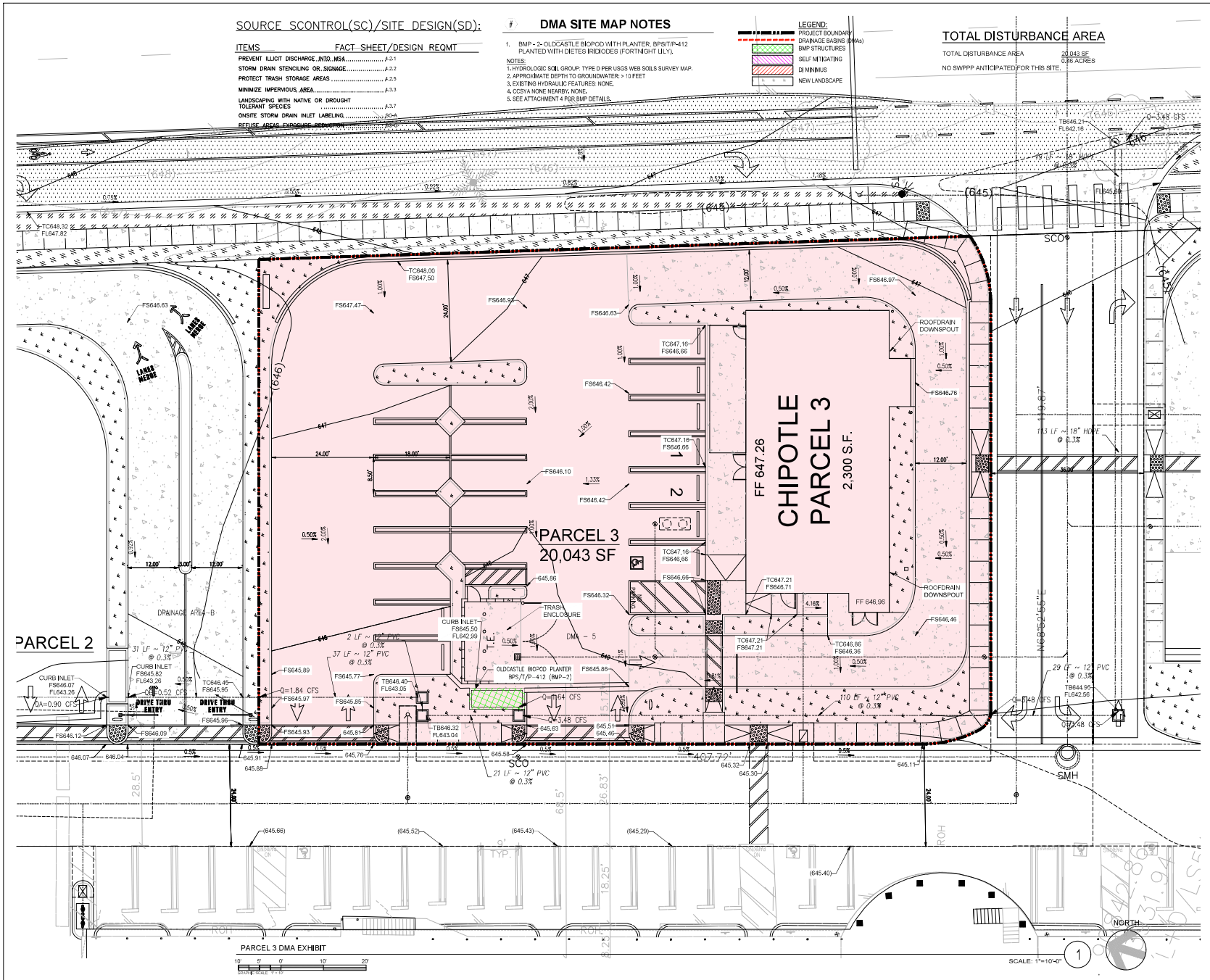
DATE:	MAY 7, 2024
PROJECT NO.	WM2301
DRAWN:	MOUR GROUP
SCALE:	AS SHOWN

SHEET TITLE:
DRAINAGE PLAN
PROPOSED
PARCEL 3

SHEET #
C302



MOUR GROUP
ENGINEERING + DESIGN
6593 RIVERDALE ST.
SAN DIEGO, CA. 92120
PH. 619.727.4800

PROJECT
CONDITIONAL USE PERMIT
PARCEL 3
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
501 WEST MISSION, LLC
c/o PATRICK COX
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SAN DIEGO, CA 92131

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Revisions:
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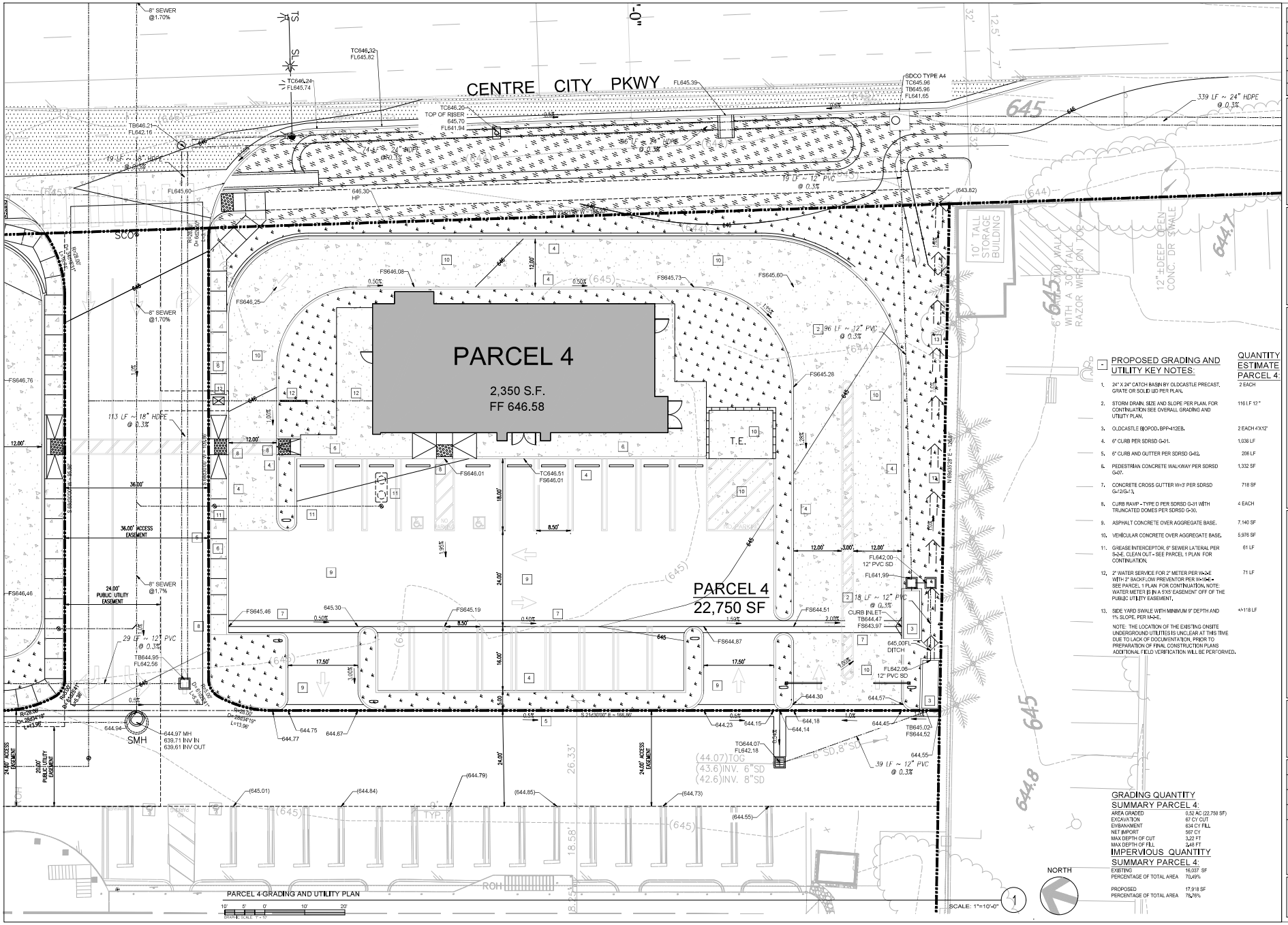
DATE: MAY 7, 2024
PROJECT NO. WM2301
DRAWN: MOUR GROUP
SCALE: AS SHOWN
SHEET TITLE: DMA EXHIBIT
PARCEL 3
SHEET # C303



PROPOSED GRADING AND UTILITY KEY NOTES:

		QUANTITY ESTIMATE PARCEL 4
1.	24" X 24" CATCH BASIN BY OLDCASTLE PRECAST, GRATE OR SOLID LID PER PLAN.	2 EACH
2.	STORM DRAIN, SIZE AND SLOPE PER PLAN. FOR CONTINUATION SEE OVERALL GRADING AND UTILITY PLAN.	116 LF 12"
3.	OLDCASTLE BIOPOD, BPP-412EB.	2 EACH 4'X12'
4.	6" CURB PER SDRSD G-01.	1,038 LF
5.	6" CURB AND GUTTER PER SDRSD G-02.	206 LF
6.	PEDESTRIAN CONCRETE WALKWAY PER SDRSD G-07.	1,332 SF
7.	CONCRETE CROSS GUTTER W=3' PER SDRSD G-12/G-13.	718 SF
8.	CURB RAMP - TYPE D PER SDRSD G-31 WITH TRUNCATED DOMES PER SDRSD G-30.	4 EACH
9.	ASPHALT CONCRETE OVER AGGREGATE BASE.	7,140 SF
10.	VEHICULAR CONCRETE OVER AGGREGATE BASE.	5,976 SF
11.	GREASE INTERCEPTOR, 6" SEWER LATERAL PER S-2-E. CLEAN OUT - SEE PARCEL 1 PLAN FOR CONTINUATION.	61 LF
12.	2" WATER SERVICE FOR 2" METER PER W-2-E WITH 2" BACKFLOW PREVENTOR PER W-16-E - SEE PARCEL 1 PLAN FOR CONTINUATION. NOTE: WATER METER IS IN A 5'X5' EASEMENT OFF OF THE PUBLIC UTILITY EASEMENT.	71 LF
13.	SIDE YARD SWALE WITH MINIMUM 9" DEPTH AND 1% SLOPE, PER M-34-E.	+-118 LF

NOTE: THE LOCATION OF THE EXISTING ONSITE UNDERGROUND UTILITIES IS UNCLEAR AT THIS TIME DUE TO LACK OF DOCUMENTATION. PRIOR TO PREPARATION OF FINAL CONSTRUCTION PLANS ADDITIONAL FIELD VERIFICATION WILL BE PERFORMED.

GRADING QUANTITY SUMMARY PARCEL 4:

AREA GRADED	0.52 AC (22,750 SF)
EXCAVATION	67 CY CUT
EMBANKMENT	634 CY FILL
NET IMPORT	567 CY
MAX DEPTH OF CUT	3.23 FT
MAX DEPTH OF FILL	2.48 FT

IMPERVIOUS QUANTITY SUMMARY PARCEL 4:

EXISTING	16,037 SF
PERCENTAGE OF TOTAL AREA	70.49%
PROPOSED	17,918 SF
PERCENTAGE OF TOTAL AREA	78.76%

Revisions:
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6593 RIVERDALE ST.
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PROJECT
CONDITIONAL USE PERMIT
PARCEL 4
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
501 WEST MISSION, LLC
c/o PATRICK COX
14493 OLD CREEK ROAD
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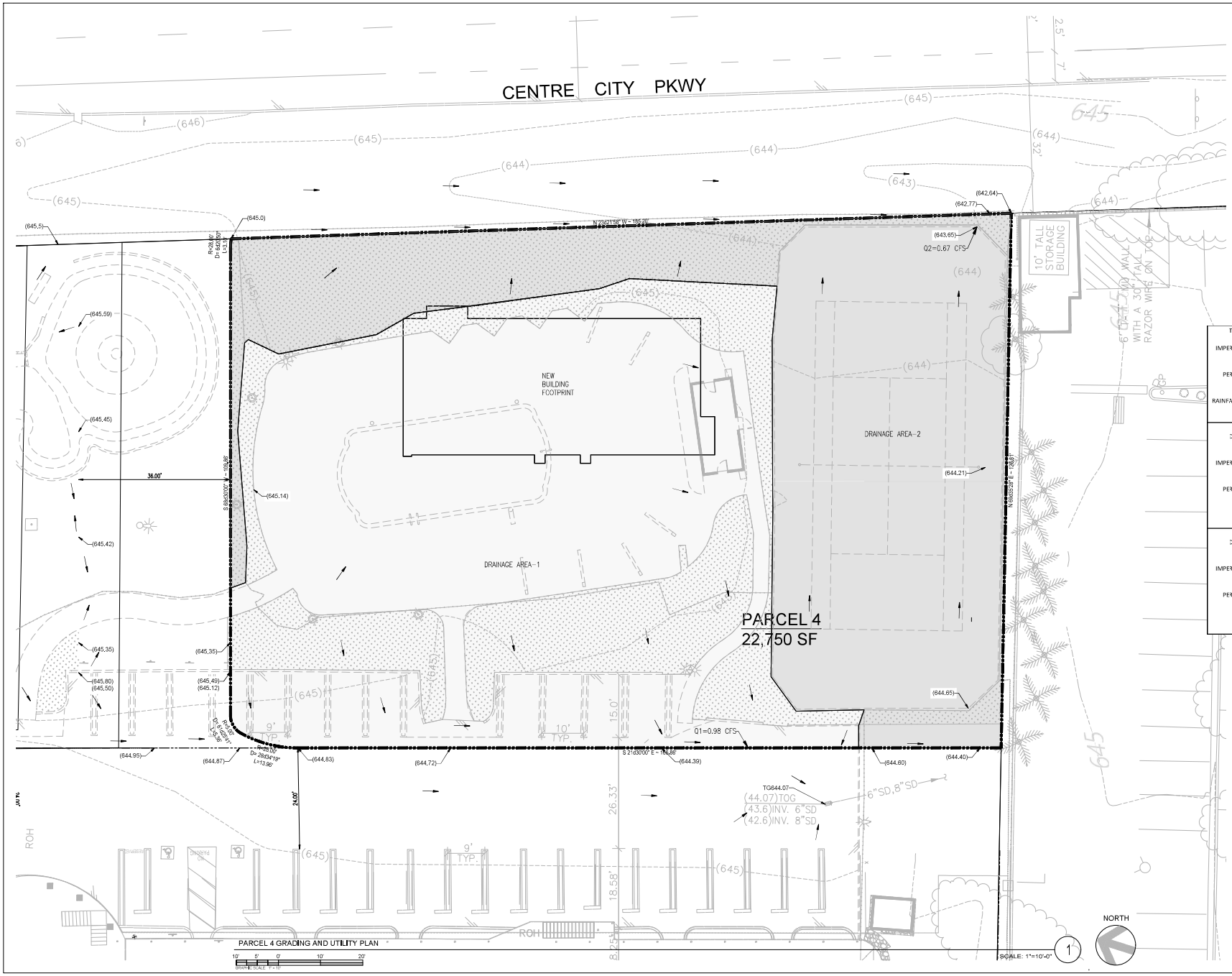
DATE:	AUGUST 23, 2024
PROJECT NO.	WM2301
DRAWN:	MO | ES
SCALE:	AS SHOWN

SHEET TITLE:
GRADING AND UTILITY PLAN PARCEL 4

SHEET #
C400



TOTAL SITE AREA=	22,750	SF
=	0.52	AC
IMPERVIOUS AREA (T)=	16,037	SF
=	0.37	AC
IMPERVIOUS%=	70.49	
PERVIOUS AREA (T)=	6,713	SF
=	0.15	AC
C VALUE=	**0.72**	
RAINFALL INTENSITY (I)=	4.4	IN/HR
DISCHARGE (Q)=	CIA	
=	**1.65**	**CFS**

DRAINAGE AREA 1		
AREA=	13,421	SF
=	0.31	AC
IMPERVIOUS AREA (1)=	9,495	SF
=	0.22	AC
IMPERVIOUS%=	71	
PERVIOUS AREA (1)=	3,926	SF
=	0.09	AC
C VALUE=	0.73	
DISCHARGE (Q)=	CIA	
=	**0.98**	**CFS**

DRAINAGE AREA 2		
AREA=	9,330	SF
=	0.21	AC
IMPERVIOUS AREA (2)=	6,542	SF
=	0.15	AC
IMPERVIOUS%=	70	
PERVIOUS AREA (2)=	2,788	SF
=	0.06	AC
C VALUE=	0.71	
DISCHARGE (Q)=	CIA	
=	**0.67**	**CFS**

MOUR GROUP
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PH. 619.727.4800

PROJECT
CONDITIONAL USE PERMIT
PARCEL 4
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
501 WEST MISSION, LLC
c/o PATRICK COX
14493 OLD CREEK ROAD
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Revisions:

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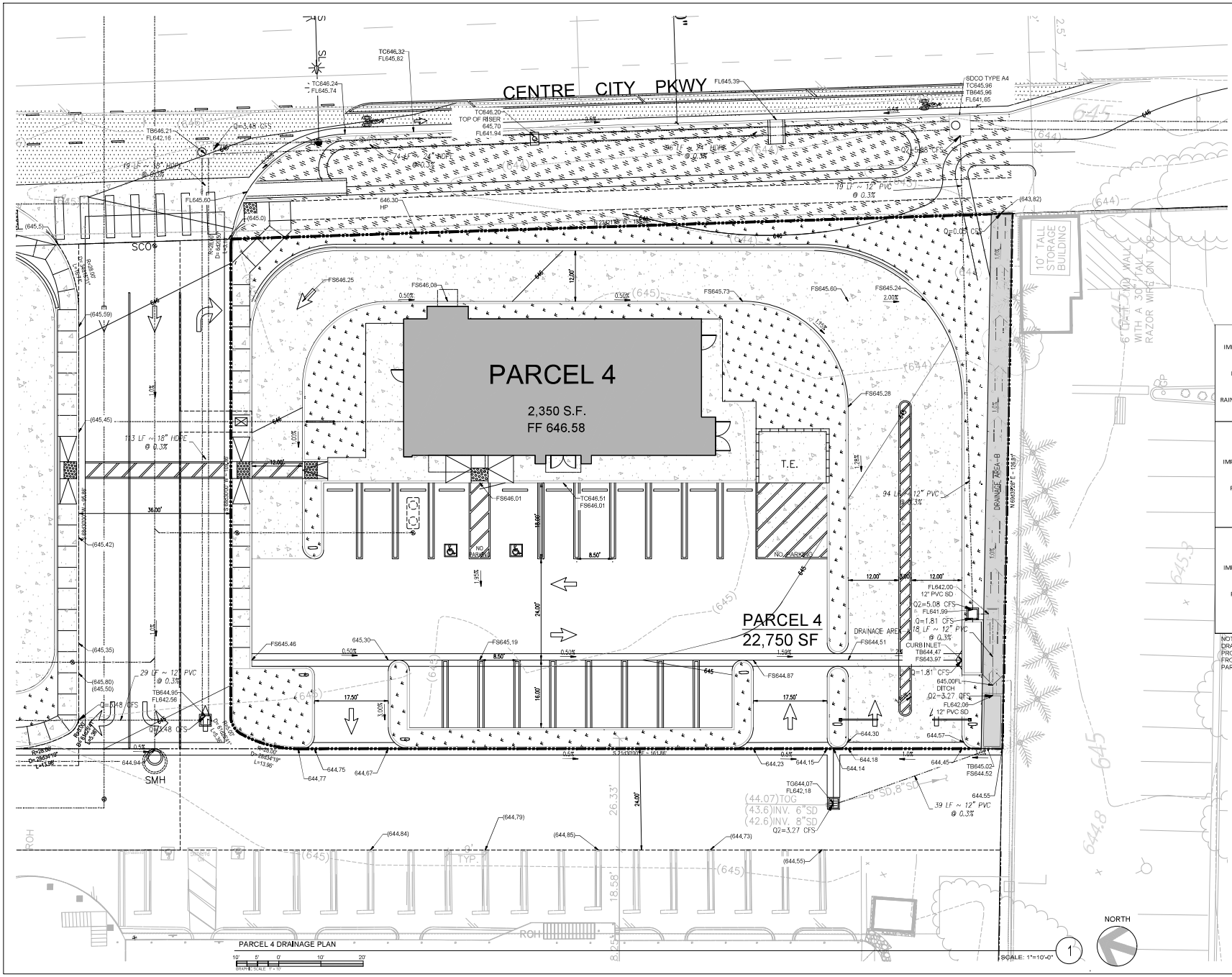
DATE:	AUGUST 23, 2024
PROJECT NO.	WM2301
DRAWN:	MOUR GROUP
SCALE:	AS SHOWN

SHEET TITLE:
DRAINAGE PLAN
EXISTING
PARCEL 4

SHEET #
C401



TOTAL SITE AREA =	22,750	SF
=	0.52	AC
IMPERVIOUS AREA (T) =	17,918	SF
=	0.41	AC
IMPERVIOUS% =	78.76	
PERVIOUS AREA (T) =	4,832	SF
=	0.11	AC
C VALUE =	0.81	
RAINFALL INTENSITY (I) =	4.4	IN/HR
DISCHARGE (Q) =	CIA	
=	1.86	CIS

DRAINAGE AREA-A		
AREA =	22,117	SF
=	0.51	AC
IMPERVIOUS AREA (A) =	17,918	SF
=	0.41	AC
IMPERVIOUS% =	81	
PERVIOUS AREA (A) =	4,199	SF
=	0.10	AC
C VALUE =	0.81	
DISCHARGE (Q) =	CIA	
=	1.81	CIS

DRAINAGE AREA-B		
AREA =	634	SF
=	0.01	AC
IMPERVIOUS AREA (B) =	0	SF
=	0.00	AC
IMPERVIOUS% =	0	
PERVIOUS AREA (B) =	634	SF
=	0.01	AC
C VALUE =	0.81	
DISCHARGE (Q) =	CIA	
=	0.05	CIS

NOTE: DRAINAGE AREA B IS A 5' WIDE DRAINAGE EASEMENT ALONG THIS SOUTH PROPERTY LINE TO CONVEY DRAINAGE FROM PARCEL 1 TO CENTER CITY PARKWAY.

Revisions:

1	
2	
3	
4	
5	
6	

MOUR GROUP
ENGINEERING + DESIGN
6593 RIVERDALE ST.
SAN DIEGO, CA. 92120
PH. 619.727.4800

PROJECT
CONDITIONAL USE PERMIT
PARCEL 4
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
501 WEST MISSION, LLC
c/o PATRICK COX
14493 OLD CREEK ROAD
SAN DIEGO, CA 92131

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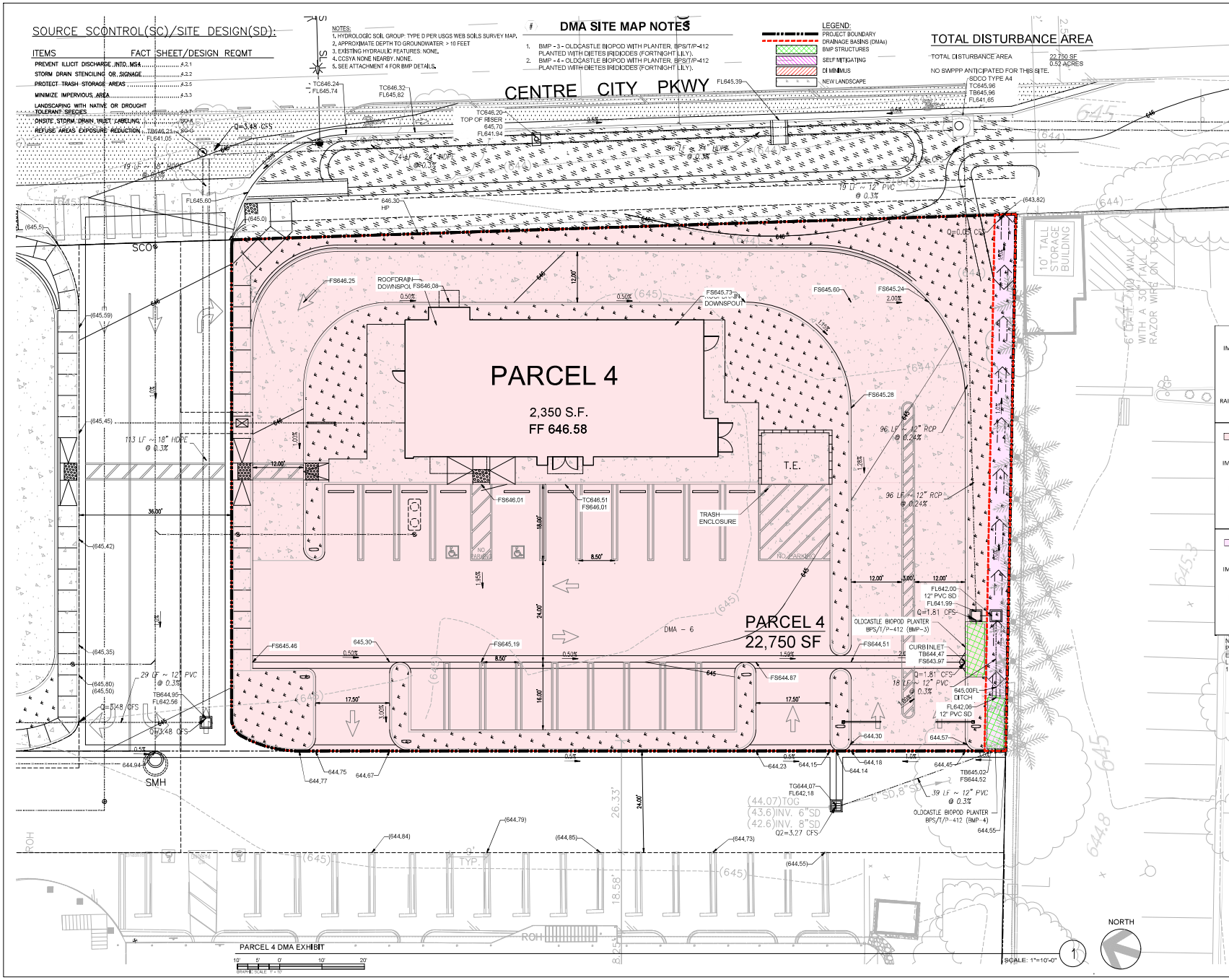
DATE:	AUGUST 23, 2024
PROJECT NO.	WM2301
DRAWN:	MOUR GROUP
SCALE:	AS SHOWN

SHEET TITLE:
DRAINAGE PLAN
PROPOSED
PARCEL 4

SHEET #
C402



Revisions:
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2
3
4
5
6

MOUR GROUP
ENGINEERING + DESIGN
6593 RIVERDALE ST.
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PROJECT
CONDITIONAL USE PERMIT
PARCEL 4
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

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DATE: AUGUST 23, 2024
PROJECT NO. WM2301
DRAWN: MOUR GROUP
SCALE: AS SHOWN
SHEET TITLE:
DMA EXHIBIT
PARCEL 4
SHEET #
C403

EXHIBIT "E"

FACTORS TO BE CONSIDERED / FINDINGS OF FACT

PLANNING CASE NOs. PL24-0057/PL22-0397/PL22-0398/PL22-0396/PL24-0198

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/Mitigated Negative Declaration ("IS/MND") 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/MND 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/MND reflects the Lead Agency's independent judgment and analysis.

3. The Final IS/MND and Mitigation Monitoring and Reporting Plan ("MMRP"), collectively constitute the environmental documentation under and pursuant to CEQA, the CEQA Guidelines, and local environmental procedures relating to the Project, and shall be referred to herein collectively as "CEQA Documents".

4. 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/MND 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, or that cannot be fully mitigated. All previously identified impacts have been mitigated to less than a significant level.

   - The City Council also finds that the mitigation measures listed in the MMRP will not cause any potentially significant effects.

   - The Final IS/MND has been completed in compliance with CEQA and it constitutes a complete, accurate, adequate and good faith effort at full disclosure under CEQA.

5. Mitigation measures are recommended to be incorporated as part of the adoption of the Mitigated Negative Declaration. The recommended approval of the Project also includes the adoption of the MMRP, attached hereto this Resolution.

6. 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 Hall. 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 Planning Commission'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.

Tentative Subdivision Map Determinations (Subdivision Map Act and Chapter 32 of the Escondido Municipal Code)

With respect to Planning Case No. PL22-0396, the City Council makes the finding that none of the findings (a) through (g) below in Section 66474 of the California Government Code that require a City to deny approval of a Tentative Subdivision Map apply to this Project for the reasons stated as follows:

1. *That the proposed map is consistent with the applicable general and specific plans as specified in Section 65451 of the Subdivision Map Act*

The proposed Project has been reviewed in accordance with the City's 2012 General Plan, and is not located within a specific plan area. The proposed subdivision is consistent with the General Commercial (GC) land use designation which allows for commercial uses on the Project site. The GC land use designation allows a maximum intensity of 0.5 Floor Area Ratio. As detailed in the Planning Commission staff report, dated October 08, 2024, the proposed map meets the requirements for parcels in General Commercial (C-G) zoning district.

2. *That the design or improvement of the proposed subdivision is consistent with the applicable general and specific plans*

The Project includes the subdivision of two (2) parcels into four (4) parcels for commercial uses. The Project is required to improve the frontage along Centre City Parkway and Mission Avenue as required by the General Plan and the Escondido Municipal Code. Further, the Project as proposed meets the minimum lot sizes and dimensions, as well as access for egress and ingress, required by the Municipal Code for the purposes of land subdivision.

3. *The Project site is physically suitable for the proposed type of Project*

The Project site is suitable for the commercial type of development proposed as it is consistent with the permitted and conditionally permitted uses identified within Article 16 of the Escondido

Zoning Ordinance. The Project is located on property that is adjacent to existing commercial development at relatively similar size and scale and on similar lot sizes and patterns of development. The location, access, density, size, and type of use proposed as a part of the Tentative Parcel Map are compatible with the existing and future land uses in the surrounding neighborhood as a large portion of the surrounding area share the same zoning designation (properties to the north, east, and west are all zoned and designated by the General Plan as General Commercial). The Project site is approximately 3.74 acres, is relatively flat, and can accommodate the amount of lots proposed for the site.

4. *That the site is physically suitable for the proposed density of development*

The granting of the Tentative Parcel Map would not violate the requirements, goals, policies, or intent of the 2012 General Plan. The Project is consistent with the intensity as outlined in the General Plan, and with the underlying zoning district which regulates required setbacks, off-street parking, landscaping, building height, and other regulatory requirements in the Escondido Zoning Code. Granting of the Conditional Use Permit for Parcel would entail conformance of the Project design with off-street parking as it would allow for a reduction in required standard parking spaces on Parcel 4.

5. *The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially or avoidably injure fish or wildlife or their habitat*

The Project site has been thoroughly analyzed for applicable environmental impacts related to this proposed development (State Clearinghouse #2024071028). No special status plant or animal species were discovered on the Project site during the preparation of the Project's biological technical report. Impacts to vegetation communities, and nesting birds, and mitigation measures have been proposed in the Final IS/MND to reduce these impacts to a less than significant level. Further, the Project site is a previously disturbed and developed parcel wholly surrounded by developed commercial and residential sites.

6. *That the design of the subdivision or the type of improvements is not likely to cause serious public health concerns*

The design of the map and the type of improvements are not likely to cause serious public health problems in that all necessary public facilities and services are in place or can be extended to serve the Project, which comes with support from providers of fire, sewer, water, and school services, indicating that existing facilities are available to service the Project. The Project's proposed street alignment, grades and widths; drainage and sanitary facilities and utilities, including alignments and grades thereof; location and size of all required easements and rights-of-way; traffic and emergency access; and grading were all reviewed for compliance to relevant City policies and codes and determined they meet or exceed such standards as designed.

7. *That the design of the subdivision or the type of improvements would not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision*

The map design and type of improvements would not conflict with easements of record, or easements established through court judgement or acquired by the population at large, for access through, or use of property within the proposed map. All easements identified in the preliminary title report for the subject property are shown on the proposed Tentative Parcel Map. No conflicts with easement of record have been identified.

8. *All permits and approvals applicable to the proposed Tentative Map pursuant to Chapter 33 of Escondido Municipal Code have been obtained*

All permits and approvals applicable to the proposed Tentative Map pursuant to Chapter 33 of the Municipal Code will be obtained with concurrent approval of this Tentative Map, or conditions of approval have been proposed to ensure they will be obtained. The Project has been conditioned to require several permits necessary to construct the Project as proposed, including grading, landscape, building, and encroachment permits form the City of Escondido.

9. *All applicable requirements of the Map Act and any ordinance of the City of Escondido regulating or otherwise relating to the conversion of existing buildings into condominiums or stock cooperatives have been satisfied*

The proposed Project is a Tentative Parcel Map for the subdivision of real property for commercial uses. The Project does not include conversion of existing buildings into condominiums or stock cooperative. All applicable requirements of the Map Act and any ordinance of the City of Escondido have been satisfied.

The Project's proposed street alignment, grades and widths; drainage and sanitary facilities and utilities, including alignments and grades thereof; location and size of all required easements and rights-of-way; traffic and emergency access; and grading were all reviewed for compliance with relevant City policies and codes and determined they meet or exceed such standards as designed.

The Project site is currently zoned General Commercial (C-G) and the proposed Project design was reviewed by the City's Staff Development Committee ("SDC") for compliance with City standards, development regulations, and policies, including the Escondido Zoning Ordinance. The Project as proposed and depicted on Exhibit "D" of Resolution No. 2024-164 was determined to be in accordance with the requirements of Chapter 33 by the SDC which includes, but is not limited to, requirements surrounding land use, building setbacks, height, lot coverage, floor area ratio, landscaping, parking required, parking stall design and standards, noise, circulation dimensions, access, etc.

10. *The proposed Tentative Map shall be in conformity with the zone in which it is located. To the extent that the property, which is subject of the proposed Tentative Map, is an existing legal nonconforming multi-family residential use, this requirement shall not apply, in accordance with Chapter 33 of this code.*

The Project site is currently zoned General Commercial (C-G) and the proposed Project design was reviewed by the City's Staff Development Committee ("SDC") for compliance with City standards, development regulations, and policies, including the Escondido Zoning Ordinance. The Project as proposed and depicted on Exhibit "D" of Resolution No. 2024-164 was determined to be in accordance with the requirements of Chapter 33 by the SDC which includes, but is not limited to, requirements surrounding land use, building setbacks, height, lot coverage, floor area ratio, landscaping, parking required, parking stall design and standards, noise, circulation dimensions, access, etc.

Non-Emergency Demolition Findings (Section 33-803 (c) of Article 40 – Historical Resources of the Escondido Zoning Code)

With respect to the Non-Emergency Demolition Permit, the City Council makes the following findings for approval:

1. *That the City of Escondido's inventory of significant historical resources is not diminished by the demolition of the subject resource, and that there remains in the community a like resource, i.e., use, site, architectural style, or example of an architect's work;*

The 503 West Mission Avenue building possesses characteristics of the Googie style and is eligible for designation under CRHR Criterion 3 and City of Escondido Criterion 2, as it possesses distinguishing characteristics of the Googie style. While the Escondido Historic Context Statement does not mention whether Googie-style buildings are common in Escondido, field research identified several examples of Googie-style architecture close to the 503 West Mission Avenue building. The document titled "Escondido's Marvelous Mid-Centuries: 1945-1969" prepared by the City of Escondido in 2016 mentions that the existing Denny's building addressed at 510 Mission Avenue and located across the street from 503 West Mission Avenue, was constructed between 1953 and 1964 and is an excellent example of a Mid-Century, Googie-style commercial building. Two other Googie-style buildings and one sign located at 810 North Broadway, constructed between 1953 and 1964; 2680 South Escondido Boulevard, constructed in 1969; and the northwest corner of West Mission Avenue and North Escondido Boulevard, erected between 1967 and 1978. Because the 503 West Mission Avenue building is among several examples of the Googie style in the city possessing distinguishing features of the architectural style, its demolition will not diminish the City of Escondido inventory of significant historical resources.

2. *That all feasible economic and physical alternatives to demolition have been evaluated, and that the applicant has shown that there is no alternative left to pursue, other than demolition;*

The proposed project includes the subdivision of a 3.74-acre property into four parcels, and the development of three drive-through restaurants. To develop the fast-food restaurant and drive-through component on the northeast portion of the site (Parcel 2; proposed Starbucks), the existing 2,400 square foot vacant restaurant building needs to be demolished. The structure has retained its integrity of location, design, materials, and workmanship. It is important to note that integrity is not the same as condition. Integrity directly relates to the presence or absence of historic materials and character-defining features, while condition relates to the relative state of physical deterioration of the resource. Based on an evaluation of the building by the applicant's consultants, the condition of the original materials used to construct the building is generally poor to average. Some windowpanes are missing and have been replaced with compressed wood boards. The paint is peeling off the walls at some places. Much of the exterior wood trim used at the fascia of the roof has been damaged by weather. The condition of the dining areas within the restaurant is average; however, some of the roof boards are missing. The back area of the building, where service areas and the kitchen are located, is in poor condition, mostly due to the damage caused by heat released from cooking and frying. Due to the building's angled location and proximity to the corner of the lot and public right-of-way, incorporating the existing structure into the design of the project is unworkable and would result in a significant reduction in developable area for the proposed drive-through building. Attempting to move or re-use the structure is impractical and would make the overall project infeasible. Therefore, in compliance with the Historical Structure Assessment prepared (dated July 7, 2022), the Project includes HABS documentation of the building prior to any demolition.

3. *That the continued existence of the historical resource is detrimental to the public health, safety and welfare;*

The continued existing of the building would continue to result in negative impacts to public health, safety and welfare in that the site has faced a constant breach of the security fencing surrounding the property despite continued efforts to secure the property and repair vandalism, since the restaurant's closure. The building and grounds have been minimally maintained since the restaurant was closed and have fallen into disrepair, with some of the building and landscape elements removed and/or damaged. Therefore, until this site can be cleared of the structures and despite the ongoing attempts to adequately secure the site, it will continue to serve as an attractive nuisance for trespassers and remain a threat to the public health, safety, and welfare..

4. *If the property is approved for demolition, the Historical Society and/or other appropriate historic agency has access to the building to retrieve any historic material, and to provide photo documentation of the resources conducted according to Historic American Building Survey (HABS) specifications*

The assessment of the 503 West Mission Avenue building has concluded that the building is eligible for designation on the City of Escondido Register under eligibility Criteria 2 and 5 and the CRHR under eligibility Criterion 3. However, due to its angled location at the corner of the lot, incorporating the existing structure into the design of the project is unworkable and would result

in a significant reduction in developable area for the proposed Starbucks building, which is not consistent with the company's business model. Attempting to move or re-use the structure is impractical and would make the overall project infeasible. There is no reasonable alternative to pursue, other than demolition. Because the building cannot be incorporated into the design of the project and there are no redesign or relocation alternatives available based upon financial constraints and the requirements necessary to achieve project feasibility, it is recommended that Level I or II HABS documentation (or equivalent) of the building be conducted in order to achieve mitigation by exhausting the research potential of the resource, after which the building could be demolished. The project also would include a condition to identify, and if feasible, salvage distinctive architectural features for potential reuse and/or donation to various historical entities.

The following mitigation measure is recommended to reduce impacts to less than a significant level.

MM-CUL-1: Prior to issuance of a demolition permit, the project applicant shall ensure a Historic American Buildings Survey documentation (or equivalent) of the structure be conducted by a qualified professional in order to achieve mitigation by exhausting the research potential of the resource. Compliance with this measure and the following items shall be documented to the satisfaction of the City of Escondido Director of Development Services prior to demolition:

- Documentation shall include digital photographic recordation, a historic native report, and compilation of historic research.
- Documentation shall be completed by a qualified architectural historian or historian who meets the Secretary of the Interior's Professional Qualifications Standards for History and/or Architectural History (36 CFR Part 61).
- The original archival-quality documentation shall be offered as donated material to organizations and repositories that will make it available for local researchers.

Prior to issuance of building permits for demolition, the Applicant shall provide documentation that the materials have been offered and submitted or declined.
Therefore, with implementation of mitigation measure MM-CUL-1 and with the substantial evidence presented as part of the IS/MND, access to the building to retrieve any historic material, provisions to provide photo documentation of the resources conducted according to Historic American Building Survey (HABS) specifications would occur.

5. *The applicant shall have, or will have a plot plan or development plan approved by the city prior issuance of a demolition permit.*

The applicant will have an approved development plan consisting of a Tentative Parcel Map, three Conditional Use Permits and Design Review Permit, (City File Nos. PL24-0058, PL22-0396, PL22-0397 and PL22-0398) considered and approved by the City Council at a noticed public hearing with the approval of the Non-Emergency Demolition Permit prior to issuance of a demolition permit for the building. Appropriate CEQA review and public notice have also been conducted.

Design Review Permit Findings (Section 33-1359 of Article 64 – Design Review of the Escondido Zoning Code)

With respect to Planning Case No. PL24-0198, the City Council makes the following findings for approval:

1. *The proposed site plan has been designed in a manner which is compatible with the natural and urban characteristics of the site and the surrounding neighborhood.*

The site plan design ensures the drive-through aisles for the new drive-through facilities will not spillover into surrounding parcels, and ensures unimpeded circulation for the individual parcels. Parcels 2 and 4 each contain dual-lane drive-throughs designed to accommodate up to 22 and 19 vehicles in the queueing lane, respectively. The Project does not include extensive grading and will remain relatively flat.

2. *The bulk, scale, and architectural design of the proposed structure are compatible with the character of the surrounding neighborhood.*

The Project site ls located in a commercial corridor of the City, specifically at the intersection of W Mission Avenue and Centre City Parkway. This area of the City is primarily comprised of commercial uses, and industrial uses further west down W Mission Avenue. The proposed buildings range between 19'-0" and 21'-0" in height, and buildings ranging from 1,460 square-feet to 2,350 square-feet. The bulk and scale of the proposed buildings is consistent with the surrounding neighborhood which is comprised of mainly commercial uses and one-story buildings, with exception of the existing hotel located on site which is a two-story structure. The proposed buildings' contemporary architectural designs are consistent with the development located across Centre City Parkway which is comprised of contemporary designed multi-tenant buildings including a drive-through use.

3. *The project incorporates landscaping, irrigation and screening which is drought tolerant, appropriate for the site, and in compliance with the landscape standards established by the city.*

The Project includes approximately fifty (50) trees as shown on the preliminary landscape plans, and includes a number of street trees. The Project retains existing mature palm trees by relocating them elsewhere onsite. The drive-through aisles are screened through a combination of heavy landscaping, and 3'-0" decorative screen walls. Adequate landscape buffering is provided at all frontage areas and include required planters to Zoning Code specific dimensions. Conceptual landscape plans included under Exhibit "D" show preliminary compliance with Article 62 (Water Efficient Landscape Regulations) which will be verified during the landscape plan check permitting process subsequent to entitlement approval.

4. *All grading related to the project is in conformance to design standards set by Article 55, Grading and Erosion Control.*

The Project does not require significant on-site grading as the site is a previously disturbed and developed site. The proposed grading is in conformance with the design standards outlined in Article 55, Grading and Erosion Control.

5. *The project has incorporated the applicable design review standards contained in the ordinance codified in this section and other applicable ordinances into the site layout and building design.*

The project site is not located within any specific planning area or overlay zone. The City does not have specific design standards for commercial developments when located outside of a specific plan or overlay zone; however, the Project was reviewed by the City Staff Design Review for conformance with Section 33-1357 (Design Review Standards) of Article 64 (Design Review). As discussed in the Planning Commission staff report, dated October 08, 2024, the cohesive architecture of the proposed buildings complements one another in shape, size, and bulk, and includes a mix of limited materials ranging from stucco to composite vertical siding in subtle earth-tone color varieties. The use of similar materials, along with similar massing and scale, across the three proposed buildings achieves a harmonious relationship between the three sites.

6. *The project is consistent with the goals and objectives on the city general plan.*

As discussed in the Planning Commission staff report, dated October 08, 2024, the Project is consistent with several goals and policies outlined in the City's 2012 General Plan. The Project is consistent with the CG land use designation, and the underlying zoning of G-C. The Project complies with the following General Plan Policies:

> *Commercial Land Use Policy 8.11: Allow drive through facilities subject to the mitigation of identified air quality, traffic safety, and visual impacts based on appropriate studies submitted to the satisfaction of the city prior to approval.*

The Project is required to construct frontage improvements along Mission Avenue and Centre City Parkway, in addition to a signalized left turn pocket within the existing landscaped median per City Engineering Design Standards. These frontage and signalization improvements would ensure conformance with City requirements adopted for the purposes of compliance with the General Plan's Mobility and Infrastructure chapter.

Furthermore, the proposed Project's visual changes would be minimal due to consistency in design, height, and architecture of surrounding developments. The Project site is currently developed with a two-story hotel that spans the majority of the site's width; an existing single-story commercial building at the northeastern corner of the site; a pool, tennis court, and ancillary fencing for the recreation uses at the southeastern corner of the site; and paved circulation areas throughout the site designed for parking and egress/ingress. The proposed Project entails

retention of the existing hotel and construction of three new buildings similar in height to the existing commercial building and smaller in scale and massing than the existing hotel. Improvements to pedestrian features, landscaping on- and off-site, as well as intervening block walls to shield vehicles in queue would all ensure no adverse visual impacts occur.

Employment Acreage Policy 1.4: Promote quality economic development that fosters job availability, economic revitalization, and tax revenues.

The Project would redevelop an existing vacant building, and revitalize an existing parcel that is underutilized. The size of the parcel accommodates the proposed development, and will would revitalize the corner of Mission Avenue and Centre City Parkway with improved landscaping, new buildings, and uses compatible with the surrounding area. Patrons of the existing hotel would now have immediate access to dining facilities via the accessible access across the internal drive aisle that runs parallel to Parcel 1.

Conditional Use Permit Findings (Section 33-1203 of Article 61 – Administration and Enforcement of the Escondido Zoning Code)

A. With respect to Planning Case No. PL24-0057 (Parcel 2), the City Council makes the following findings for approval:

1. *A conditional use permit should be granted upon sound principles of land use and in response to services required by the community*

The Project includes construction of a new drive-through facility and associated on-site and off-site improvements. The new drive-through facility conforms to the requirements of the underlying zoning district, and furthermore, the Project meets the requirements for new drive-through facilities as outlined in Article 16, as described in the Planning Commission Staff Report dated October 8, 2024. The existing building will be demolished, and revitalize the Centre City Parkway corridor with an auto-oriented use that complements the surrounding commercial developments. The Project site is a previously disturbed and developed parcel wholly surrounded by developed commercial and residential sites.

The Project's proposed street alignment, grades and widths; drainage and sanitary facilities and utilities, including alignments and grades thereof; location and size of all required easements and rights-of-way; traffic and emergency access; and grading were all reviewed for compliance with relevant City policies and codes and determined they meet or exceed such standards as designed.

The Project site is currently zoned General Commercial (C-G) and the proposed Project design was reviewed by the City's Staff Development Committee ("SDC") for compliance with City standards, development regulations, and policies, including the Escondido Zoning Ordinance.

The Project as proposed and depicted on Exhibit "D" of Resolution No. 2024-164 was determined to be in accordance with the requirements of Chapter 33 by the SDC which includes, but is not limited to, requirements surrounding land use, building setbacks, height, lot coverage, floor area ratio, landscaping, parking required, parking stall design and standards, noise, circulation dimensions, access, etc.

2. *A conditional use permit should not be granted if it will cause deterioration of bordering land uses or create special problems for the area in which it is located*

The Project was analyzed for its potential impacts to the environment as required by the California Environmental Quality Act. Based on the analysis contained within the Initial Study/Mitigated Negative Declaration ("IS/MND"), the Project with mitigation measures incorporated will not have a significant effect on the environment. The Project complies with the development standards related to commercial drive-through facilities as outlined Article 16 of the Escondido Zoning Code, as described in the Planning Commission Staff Report dated October 8, 2024. The Project will demolish an existing vacant building that has been subject to vandalism, and neglect. A Noise Study (dated February 22, 2024, revised June 17, 2024) conducted for the IS/MND found that the Project would not be detrimental towards surrounding properties, including the multi-family uses to the south (approximately 175 feet and 62 feet to the project's southern property line).

3. *A conditional use permit must be considered in relationship to its effect on the community or neighborhood plan for the area in which it is to be located*

The Project site is located at the intersection of W Mission Avenue and Centre City Parkway ("CCP"). Mission Avenue and Centre City Parkway are two large commercial arterials that run east/west and north/south, respectively. There is no adopted area plan for the area; however, properties south on Centre City Parkway are within the Downtown Specific Plan. The properties along Centre City Parkway tend to be auto-oriented uses due to the historical use of CCP as the former 395 highway that was constructed and maintained by Caltrans. The granting of the Conditional Use Permit is consistent with the historical use of CCP as an auto-oriented thoroughfare and would be consistent with surrounding patterns of development within the area. The most recent includes an auto-oriented set of commercial uses directly across CCP to the east of the Project site.

B. <u>With respect to Planning Case No. PL22-0397 (Parcel 3), the City Council makes the following findings for approval:</u>

1. *A conditional use permit should be granted upon sound principles of land use and in response to services required by the community*

The Project includes construction of a new drive-through facility and associated on-site and off-site improvements. The new drive-through facility conforms to the requirements of the underlying zoning district, and furthermore, the Project meets the requirements for new drive-through facilities as outlined in Article 16, as described in the Planning Commission Staff Report dated

October 8, 2024. The existing building will be demolished, and revitalize the Centre City Parkway corridor with an auto-oriented use that complements the surrounding commercial developments. The Project site is a previously disturbed and developed parcel wholly surrounded by developed commercial and residential sites.

The Project's proposed street alignment, grades and widths; drainage and sanitary facilities and utilities, including alignments and grades thereof; location and size of all required easements and rights-of-way; traffic and emergency access; and grading were all reviewed for compliance with relevant City policies and codes and determined they meet or exceed such standards as designed.

The Project site is currently zoned General Commercial (C-G) and the proposed Project design was reviewed by the City's Staff Development Committee ("SDC") for compliance with City standards, development regulations, and policies, including the Escondido Zoning Ordinance. The Project as proposed and depicted on Exhibit "D" of Resolution No. 2024-164 was determined to be in accordance with the requirements of Chapter 33 by the SDC which includes, but is not limited to, requirements surrounding land use, building setbacks, height, lot coverage, floor area ratio, landscaping, parking required, parking stall design and standards, noise, circulation dimensions, access, etc.

2. *A conditional use permit should not be granted if it will cause deterioration of bordering land uses or create special problems for the area in which it is located*

The Project was analyzed for its potential impacts to the environment as required by the California Environmental Quality Act. Based on the analysis contained within the Initial Study/Mitigated Negative Declaration ("IS/MND"), the Project with mitigation measures incorporated will not have a significant effect on the environment. The Project complies with the development standards related to commercial drive-through facilities as outlined Article 16 of the Escondido Zoning Code, as described in the Planning Commission Staff Report dated October 8, 2024. The Project will demolish an existing vacant building that has been subject to vandalism, and neglect. A Noise Study (dated February 22, 2024, revised June 17, 2024) conducted for the IS/MND found that the Project would not be detrimental towards surrounding properties, including the multi-family uses to the south (approximately 175 feet and 62 feet to the project's southern property line).

3. *A conditional use permit must be considered in relationship to its effect on the community or neighborhood plan for the area in which it is to be located*

The Project site is located at the intersection of W Mission Avenue and Centre City Parkway ("CCP"). Mission Avenue and CCP are two large commercial arterials that run east/west and north/south, respectively. There is no adopted area plan for the area; however, properties south on Centre City Parkway are within the Downtown Specific Plan. The properties along Centre City Parkway tend to be auto-oriented uses due to the historical use of CCP as the former 395 highway that was constructed and maintained by Caltrans. The granting of the Conditional Use Permit is consistent with the historical use of CCP as an auto-oriented thoroughfare and would be

consistent with surrounding patterns of development within the area. The most recent includes an auto-oriented set of commercial uses directly across CCP to the east of the Project site.

C. <u>With respect to Planning Case No. PL22-0398 (Parcel 4), the City Council makes the following findings for approval:</u>

1. *A conditional use permit should be granted upon sound principles of land use and in response to services required by the community*

The Project includes construction of a new drive-through facility and associated on-site and off-site improvements, and a forty-five (45%) reduction in the amount of required of off-street parking. The reduction in the required-off street parking will allow the applicant to make efficient use of the site through the utilization of compact spaces while continuing to provide 20 off-street parking spaces. Reduction in such spaces is suitable for the use proposed on site as it is a free-standing drive-through commercial use that includes nine additional compact spaces in addition to the 11 standard stalls. The new drive-through facility conforms to the requirements of the underlying zoning district, and furthermore, the Project meets the requirements for new drive-through facilities as outlined in Article 16 with exception of required parking. However, granting of this Conditional Use Permit would include permitting a reduction in the required on-site standard parking stalls for Parcel 4. The proposed design would include nine additional compact stalls to offset impacts to the loss of nine standard stalls. The existing building will be demolished, and revitalize the Centre City Parkway corridor with an auto-oriented use that complements the surrounding commercial developments.

The Project's proposed street alignment, grades and widths; drainage and sanitary facilities and utilities, including alignments and grades thereof; location and size of all required easements and rights-of-way; traffic and emergency access; and grading were all reviewed for compliance with relevant City policies and codes and determined they meet or exceed such standards as designed.

The Project site is currently zoned General Commercial (C-G) and the proposed Project design was reviewed by the City's Staff Development Committee ("SDC") for compliance with City standards, development regulations, and policies, including the Escondido Zoning Ordinance. The Project as proposed and depicted on Exhibit "D" of Resolution No. 2024-164 was determined to be in accordance with the requirements of Chapter 33 by the SDC which includes, but is not limited to, requirements surrounding land use, building setbacks, height, lot coverage, floor area ratio, landscaping, parking required, parking stall design and standards, noise, circulation dimensions, access, etc.

2. *A conditional use permit should not be granted if it will cause deterioration of bordering land uses or create special problems for the area in which it is located*

The Project was analyzed for its potential impacts to the environment as required by the California Environmental Quality Act. Based on the analysis contained within the Initial Study/Mitigated

Negative Declaration ("IS/MND"), the Project with mitigation measures incorporated will not have a significant effect on the environment. The Project complies with the development standards related to commercial drive-through facilities as outlined Article 16 of the Escondido Zoning Code, as described in the Planning Commission Staff Report dated October 8, 2024. The Project will demolish an existing vacant building that has been subject to vandalism, and neglect. A Noise Study (dated February 22, 2024, revised June 17, 2024) conducted for the IS/MND found that the Project would not be detrimental towards surrounding properties, including the multi-family uses to the south (approximately 175 feet and 62 feet to the project's southern property line).

3. *A conditional use permit must be considered in relationship to its effect on the community or neighborhood plan for the area in which it is to be located*

The Project site is located at the intersection of W Mission Avenue and Centre City Parkway ("CCP"). Mission Avenue and CCP are two large commercial arterials that run east/west and north/south, respectively. There is no adopted area plan for the area; however, properties south on Centre City Parkway are within the Downtown Specific Plan. The properties along Centre City Parkway tend to be auto-oriented uses due to the historical use of CCP as the former 395 highway that was constructed and maintained by Caltrans. The granting of the Conditional Use Permit is consistent with the historical use of CCP as an auto-oriented thoroughfare and would be consistent with surrounding patterns of development within the area. The most recent includes an auto-oriented set of commercial uses directly across CCP to the east of the Project site.

EXHIBIT "F"

CONDITIONS OF APPROVAL

PLANNING CASE NOS. PL22-0396/PL24-0198
(Tentative Parcel Map, Design Review Permit, Non-Emergency Demolition Permit)

This Project is recommended for approval as set forth on the application received by the City of Escondido on **March 05, 2024**, and the Project drawings consisting of Site Plans, Floor Plans, Sections, Architectural Elevations, Civil Sheets/Grading, Landscape Plans and Colored Elevations; all designated as **conditionally approved** on **November 20, 2024**, 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. Such "minor" modifications shall be processed through a substantial conformance process identified by the Planning Division. Modifications beyond the scope described in the Approved Plan set may require submittal of an amendment to the Permit and approval by the authorized agency.

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

6. **Certificate of Occupancy.**

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

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

7. Availability of Permit Conditions.

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

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

8. Right to Entry. The holder of this Permit shall make the premises available for inspection by City staff during construction or operating hours and allow the investigations of property necessary to ensure that minimum codes, regulations, local ordinances and safety requirements are properly followed. The Applicant shall provide such business records, licenses, and other materials necessary upon request to provide evidence of compliance with the conditions of approval, as well as federal, state, or laws.

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

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

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

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

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

12. **Clerk Recording.**

    a. State Law (SB 1535), effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. If the Project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with State law, or if the Project was analyzed through a negative declaration or environmental impact report, the Applicant shall remit to the City of Escondido Planning Division, within two working days of the effective date of the adoption of the environmental document, a check payable to the "San Diego County Clerk," in the amount that is published by the County Clerk's Office. Failure to remit the required fees in full within the specified time noted above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. In addition, Section 21089(b) of the Public Resources Code, and Section 711.4(c) of the Fish and Game Code provide that no project shall be operative, vested, or final until all the required filing fees are paid. The County Clerk's Office filing fees for other environmental review documents are adjusted annually by the California Department of Fish and Wildlife. If the fee increases after the date of this approval, the Applicant shall be responsible for the increase.

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

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.

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.

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.

B. Construction, Maintenance, and Operation Obligations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Parking and Loading/Unloading.

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

2. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Specific Planning Division Conditions:

1. The applicant shall be responsible for ensuring that all mitigation measures identified in the Mitigation Monitoring and Reporting Program, included as Exhibit "C" to this resolution, are implemented.

F. Specific Fire Department Conditions:

1. All fire protection plans (if applicable) shall be deferred submittals to Escondido Fire.

2. All approved pave access and an approved adequate water supply shall be provided on-site prior to the start of construction.

G. Specific Engineering Division Conditions:

I. GENERAL

1. The applicant shall provide the City Engineer with a current Subdivision Guarantee and Title Report covering all subject properties.

2. The location of all existing on-site and adjacent utilities and drainage 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 and Improvement plans, and Parcel Map. This utility/facility relocation work shall be completed prior to issuance of Building Permits for structures on any pad areas affected.

3. As surety for the construction of required off-site and/or on-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the developer with the City of Escondido prior to either the approval of the Overall Site Grading Plan or recording of the Parcel Map.

4. The Developer shall post securities in accordance with the City prepared Bond and Fee Letter based on a final Engineer's Estimate of Grading and Improvements Cost prepared by the project engineer. The Developer is required to provide a Cash Clean Up deposit for all grading, landscaping, private Improvements and onsite drainage improvements prior to approval of Grading Plans and issuance of Grading Permit. This Cash Clean Up Deposit amount shall be 10% of the total cost of the project private improvements, drainage and landscaping. The Developer is required to provide Performance (100% of total public improvement cost estimate), Labor and Material (50% of total public improvement cost estimate) and Guarantee and Warrantee (10 % of total public improvement cost estimate) bonds for all public improvements prior to recording the Parcel Map and/or approval of the Grading and Improvement Plans and issuance of Building Permits. All improvements shall be completed prior to issuance of a Certificate of Occupancy for any of the 3 drive through restaurants.

5. 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 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.

6. The Developer shall submit to the Planning Department a copy of the tentative parcel map and entitlement plan set as presented to the Planning Commission and/or the City Council. The tentative parcel map and entitlement plan sets will be certified by the Planning Department that they are an accurate reproduction of the approved tentative parcel map and entitlements and these together with the complete conditions of approval must be uploaded with the first final engineering submittal to the Engineering Department.

7. No Building Permits shall be issued for any construction within this Project until the Parcel Map is recorded and either:

   a) All conditions of the Tentative Parcel Map have been fulfilled: or

   b) Those conditions unfulfilled at the time of an application for Building Permits have been secured and agreements executed in a form and manner satisfactory to the City Attorney and City Engineer.

8. 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.

9. 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.

II. **STREET IMPROVEMENTS and TRAFFIC**

1. Public street and drainage improvements shall be constructed to City Standards as required by the Subdivision Ordinance to the satisfaction of the City Engineer prior to first occupancy. Final Engineering design shall substantially conform to the Approved Entitlement Plan set while providing construction detail and the profiles for all street improvements concrete curb and gutters, public utilities, and drainage to the satisfaction of the City Engineer.

2. Improvement plans prepared by a Civil Engineer are required for all public street, traffic, drainage, and utility improvements.

3. Prior to first occupancy, the Developer shall construct street improvements and widening, including but not limited to, concrete curb, gutter, street lights, street trees, paving and base on the following streets adjoining the project boundary:

STREET	**CLASSIFICATION**

Centre City Pkwy.	Modified* Super Major (56' CL to curb face**)
Mission Avenue	Super Major (45' CL to curb face)

See appropriate typical sections in the current Escondido Design Standards for additional details. (* Centre City Pkwy. has an extra wide planted median and 6 thru travel lanes) (**This 56' does not include the project's 12' wide right turn pocket and deceleration lane across Parcels 2 and 3).

4. The Developer shall reconstruct the sweeping right turn pocket at the project corner of Centre City Parkway and Mission Avenue at a minimum of 20' width curb to curb and with an inside radius of 100 feet and be tangent to a line 56' west of and parallel with Centre City Parkway and the new Mission Avenue curb line. The existing pedestrian ramps for crossing this right turn pocket shall be reconstructed in their new locations to current standards.

5. The Developer shall design and construct the project's new ingress and egress access off of Centre City Parkway located between Parcel 3 and Parcel 4 at a minimum of 36 feet wide with concrete curb and gutter (2 in-bound lanes and 1 out-bound lane) and with 28-foot minimum radius curb returns and concrete cross gutters and spandrels at each end of this shared access drive. This new Centre City Parkway ingress and egress access shall be designed to accommodate right and left turns into the project and designed to only allow right turns back out onto southbound Centre City Parkway.

6. The Developer shall design and construct a minimum 12-foot-wide paved north bound left turn pocket into the Centre City Parkway landscaped median with a minimum 16-foot width and minimum inside radius of 30 feet in the turn area and in a configuration that prevents any left turns back out onto north bound Centre City Parkway. Additional signage shall be added on the project frontage at this new egress and opposite in the Centre City Parkway median that clearly advises drivers that all traffic lanes available to them are southbound and no outbound left turns are allowed.

7. The Developer shall design and construct a minimum 12-foot-wide deceleration and dedicated right turn lane across the frontage of Parcels 2 and 3 for right turns into the project's new ingress access off of Centre City Parkway.

8. Prior to any use of the above new ingress and egress access off of Centre City Parkway and issuance of occupancy for any of the 3 new restaurants within the project, the Developer shall construct and have in operation a new traffic signal at this new ingress and egress access to Centre City Parkway. This new traffic signal shall be connected to and fully coordinated with the existing traffic signal at the intersection of Centre City Parkway and Mission Avenue.

9. The Developer shall submit a separate traffic signal and striping and signage improvement plans prepared by a Traffic Engineer for this new access to Centre City Parkway including interconnecting conduits to and any necessary modifications of the existing traffic signal at the Centre City Parkway and Mission Avenue intersection needed for coordination, all for review and approval by the City Engineer. This traffic signal shall be designed and constructed/installed per current City, Caltrans, and CaMUTCD Standards and shall include APS and video detection equipment. The Developer's

Traffic Engineer will also be responsible for all new timing plans and coordinating traffic signal work with the Developer's Contractor(s) and Equipment Suppliers and City staff.

10. The Mission Avenue widening shall transition to the existing curb line to the west beginning at or west of the new project entrance alley-type driveway apron curb return. This Mission Ave. new curb transition design shall substantially conform to the Approved Entitlement Plan set

11. The project's new entrance off of Mission Avenue shall be improved with an alley-type driveway apron in accordance with Escondido Standard Drawing No. G-5-E with a minimum throat width of 24 feet.

12. Sidewalk construction along Mission Avenue and into the sweeping right turn lane at Centre City Pkwy shall be contiguous to the curb in accordance with current Escondido Design Standards, but the sidewalk along Centre City Parkway across the frontage of Parcels 2 and 3 will be allowed to be noncontiguous and may be constructed as "Green Street" storm water treatment areas subject to the approval of the City Engineer. The Developer shall grade for a future 5' wide non-contiguous sidewalk across Parcel 4 in the Centre City Parkway right-of-way.

13. The Developer's engineer shall prepare and submit for approval by the City Engineer a complete final Signing and Striping plan for all improved roadways. The Developer will be responsible for removal of all existing and construction of all new signing and striping in compliance with current CaMUTCD Standards and to the satisfaction of the City Engineer.

14. The address of each business shall be posted in such a manner that the address is visible from the street. In both cases, the address shall be placed in a manner and location approved by the City Engineer and Fire Marshal.

15. 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 City Engineer. This plan shall be approved prior the issuance of an Encroachment Permit for any construction or potholing within the public right-of-way.

16. Adequate horizontal sight distance shall be provided at all project entrances. 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.

17. The Developer is required to design, furnish and install LED street lighting per Escondido Standard Drawing E-1-E at the project entrances and in accordance with the City Design Standards and the requirements of the City Engineer.

18. Private street lighting is required on all on-site shared private drives. It shall be the responsibility of Property Owners to adequately maintain the street lighting system and such maintenance responsibility shall be clearly stated in an Agreement of Covenants, Conditions, Restrictions, and Grant of Easements.

19. The Developer shall design and construct pedestrian access routes meeting current ADA requirements into and connecting through the project to the satisfaction of the City Engineer and City Building Official.

20. All private onsite access roads, drive aisles, and parking areas shall be paved with a minimum of 3" asphalt concrete over 6" of aggregate base or a minimum of 5.5" Portland cement concrete over 6" aggregate base. All drive through lanes shall be paved with Portland cement concrete. The maintenance responsibility of all shared/joint use private access roads, drive aisles, and parking areas shall be clearly stated in an Agreement of Covenants, Conditions, Restrictions and Grant of Easements.

21. All driveway grades shall conform to current Escondido Design Standards and Escondido Standard Drawings.

III. GRADING

1. An Overall Site Grading and Erosion Control plan prepared by a registered Civil Engineer shall be approved or ready for approval by the Engineering Department prior to recording the parcel map. This overall site grading plan shall include all shared onsite private access and drainage improvements serving the project and the existing the motel parcel behind. The first submittal of the Overall Site Grading plan shall be accompanied by a 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. Precise Grading plans covering a particular parcel/pad shall be approved prior to issuance of any building permits for that parcel/pad. Precise Grading plans covering all parcels/pads or an individual parcel/pad may be submitted for approval.

3. Any proposed retaining walls not a part of the building foundations or stem walls shall be shown on and permitted as part of the Overall Site Grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retaining wall design is in conformance with the recommendations and specifications as outlined in the Geotechnical report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by Regional or City Standard Drawings. The Developer will be required to pay for all required third party structural engineering review of these structural calculations and details. Stem walls, foundation structures, or deepened footings that are to be constructed as part of a building structure will be permitted as part of the Building Department plan review and Building Permit process.

4. 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.

5. The Developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.

6. A Construction General Permit is required from the State Water Resources Control Board for all storm water discharges associated with a construction activity where clearing, grading, and excavation results in a land disturbance of one or more acres.

7. 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.

IV. 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. The Developer shall extend a 24" public storm drain pipe north along the side of Centre City Parkway approximately 340 feet from an existing offsite public storm drain facility and into the project site so that the project is exempt from hydromodification requirements by continuous hardened connection to the "Exempt" Escondido Creek channel.

3. The project shall limit peak drainage flows to their pre-construction rates. Details and calculations for this retention and attenuation shall be submitted and approved as part of the Drainage Study submittal and review.

4. A Final 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 calculations for treatment, and storage volumes. The SWQMP shall include detailed maintenance requirements and responsibilities for all onsite conveyance, diversion, treatment, and bio-retention facilities. The SWQMP shall demonstrate how any proposed proprietary best management practices meet bio-filtration treatment requirements in accordance with the City's Storm Water Design Manual.

5. All site drainage with emphasis on the roadway, parking and driveway areas shall be treated to remove expected contaminants. The City highly encourages the use of bio-retention basins where possible as the primary method of storm water retention and treatment. The landscape plans will need to reflect these areas of storm water treatment.

6. Trash enclosures shall be covered and be constructed to comply with storm water quality management requirements to the satisfaction of the City Engineer.

7. The Developer will be required to have the current owner(s) of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement. A copy of this recorded Agreement will need to be included in the Agreement of Covenants, Conditions, Restrictions and Grant of Easements.

8. All on-site storm drains and stormwater treatment facilities are considered private. The responsibility for maintenance of these storm drains, storm water treatment facilities and any "Green Street" facilities constructed in the right-of-way to treat the street improvements required of project shall be that of the Property Owner(s). Provisions clearly dictating this responsibility shall be included in the approved Storm Water Quality Management Plan and ultimately be contained within a recorded Agreement of Covenants, Conditions, Restrictions and Grant of Easements.

9. 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.

10. The Property Owner(s) 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 Property Owner(s) 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.

V. WATER SUPPLY

1. The Developer is required at their sole expense to design and construct a looped 8-inch public water main within the project. This 8-inch diameter water main shall connect to the existing 12-inch main in Centre City Parkway and shall extend west into the project within the proposed new access off Centre City Parkway and with a 90-degree bend shall then extend north within the shared private access drive within Parcel 1 and complete the loop by connecting to the existing 8-inch water main in Mission Avenue. Any Fire hydrants, RPDA(s), and FDC(s), if required by Fire or Building Code, together with an adequate water supply shall be installed off this required looped water main at locations approved by the Fire Marshall. Fire hydrants and fire service lines shall connect to a minimum 8-inch diameter water main.

2. 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 Fire Marshal.

3. Any Fire suppression and sprinkler systems (if required by Fire or Building Code) beyond the Detector Check Valves are private and shall be designed and constructed per current Building, Plumbing, and Fire Code Standards, and per the requirements of the City Fire Marshal and City Building Official and shall be approved by a separate submittal to the Building Department. Although private and approved by separate plans and permit, all fire suppression lines shall be shown for reference and review on the various final engineering plan sets.

4. All on-site water lines and backflow prevention devices beyond the City water meter or a DDCA shall be considered a private water system. The Property Owner(s) shall be responsible for all maintenance of these private water lines and appurtenances.

5. A 1-inch minimum water service, 1-inch water meter, and backflow prevention device shall be required for domestic water supply per City of Escondido Design Standards and Standard Drawings for each legal parcel. Water meters and backflow prevention devices shall not be installed within a driveway apron or within paved private drive areas.

6. No trees or deep-rooted bushes shall be planted within 10-feet of any water mains.

7. There shall be no permanent structures located within the City's Public Utility Easements.

8. All public water mains shall be located under asphalt or concrete pavement and not under curbs, gutters, medians or sidewalks.

9. Improvement plans and associated design calculations for all proposed water mains and appurtenances shall be prepared by a Civil Engineer and shall be submitted for review through the virtual plan review portal together with the rest of the final engineering submittals.

10. Any water services to be replaced, reconnected or relocated as a part of this project shall be replaced in entirety from the public water main to the public water meter to the satisfaction of the Director of Utilities and the Water Distribution Department.

11. Any fire hydrants to be replaced, reconnected or relocated as a part of this project shall be replaced in entirety from the public water main to the fire hydrant per the satisfaction of the Director of Utilities and the Water Distribution Department.

12. The Developer shall disconnect at the public main, all water services and fire hydrants laterals to be abandoned, to the satisfaction of the Director of Utilities and the Water Distribution Department.

VI. SEWER

1. The Developer is required at their sole expense to design and construct an 8-inch PVC sewer main into the project. This sewer main shall connect with a manhole to the existing 27-inch trunk sewer main located in Centre City Parkway and shall extend westerly within and the length of the project's proposed new access road off Centre City Parkway and shall terminate with a manhole.

2. A private 6-inch minimum PVC sewer lateral with a standard clean-out within 18-inches of the Public Utility Easement or public right-of-way shall be designed and constructed for each legal lot on the Improvement plans and shall be shown on the Grading plans. All sewer laterals shall be constructed per current City of Escondido Design Standards and Standard Drawings and per the current Uniform Plumbing Code for the portion outside of the public right-of-way or Public Utility Easement.

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(s) shall be responsible for all maintenance of sewer laterals to the public sewer main.

5. All 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 Director of Utilities.

6. The project design shall be such that all existing or new sewer manholes are accessible at all times by City's Vactor 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 Director of Utilities Engineer and the City Inspector.

VII. LANDSCAPE

1. Project Landscaping and Irrigation plan(s) shall be submitted to the Engineering Department with the second submittal of the overall site grading plans for approval by the Planning, Engineering, and Fire Departments. The initial submittal of the landscape plans shall include the required Planning Department Review fees in effect at the time of the submittal.
2. The Developer shall install permanent landscaping and irrigation both onsite as well as along the project's Centre City Parkway and Mission Avenue right-of-way frontages to the satisfaction of the Director of Development Services. The maintenance responsibility of all landscaping and irrigation within the project and within the public right-of-way along the project frontages shall be clearly stated in a recorded Agreement of Covenants, Conditions, Restrictions and Grant of Easements.

VIII. PARCEL MAP - EASEMENTS AND DEDICATIONS

1. All easements, both private and public, existing and proposed, affecting subject property shall be shown and delineated on the Parcel Map and all project final engineering plans.

2. The Developer shall dedicate on the Parcel Map additional public right-of-way on the following street adjacent to the project to bring it to the indicated classification.

STREET	**CLASSIFICATION**
Mission Avenue	Super Major (55' – CL to new R/W line)

3. The Developer shall also dedicate on the Parcel Map additional public right-of-way along the reconstructed sweeping right turn pocket at the project corner of Centre City Parkway and Mission Avenue as needed to maintain adequate right-of-way behind the new sidewalk location.

4. Public Utility Easements shall be granted to the City of Escondido on the Parcel Map for the proposed extension of public water and sewer mains into and through the project. The minimum public utility easement width shall be 20'-0" for a single utility and 24' for areas with public sewer and water mains. In addition, Public Utility Easement pop-outs not less than 5' x 5' shall be granted to the City for all fire hydrants, water meters and other public water appurtenance locations off to the side.

5. In conjunction with the Project's proposed new ingress and egress access road off of Centre City Parkway, the Developer will need the City Council to authorize and grant the abutter's access rights to Centre City Parkway that were previously acquired by the State of California in 1948. These were previously purchased by the State and subsequently relinquished to the City in the late 1970s. In 2017, in conjunction with a similar project across Centre City Parkway, these abutter's access rights were determined to be worth $43,500. A City Council Resolution authorizing the payment of this same **$43,500** for grant of abutter's access rights to Centre City Parkway for this project shall be processed and paid before recordation of the Parcel Map and approval of plans for this new access to Centre City Parkway. The location of this grant of access shall be plotted on the Parcel Map and shall be limited to the width of the project's new ingress and egress access location. All other abutter's access rights shall remain relinquished to the City and so noted on the Parcel Map.

6. The Developer shall either grant easements or otherwise provide rights for private access and private utilities to the benefit of Parcels 2, 3, 4 (a minimum of 24' width) across Parcel 1. If these private easement areas are to be granted and plottable they shall be plotted and identified on the Parcel Map and noted to be granted upon subsequent transfer of title. These private access and private utility rights together with any shared parking arrangements may instead be included in the Agreement of Covenants, Conditions, Restrictions and Grant of Easements which shall be then referenced on the Parcel Map.

7. The Developer shall grant private drainage easements and rights benefiting the individual parcels as needed for all proposed private drainage and stormwater pipes, ditches, and facilities that provide drainage connection to the public storm drain within the recorded Agreement of Covenants, Conditions, Restrictions and Grant of Easements document. .

8. The Developer is responsible for making the arrangements to quitclaim all easements of record which conflict with the proposed project prior to issuance of Building Permits. If an easement of record

contains an existing utility that must remain in service, proof of arrangements to quitclaim the easement once new utilities are constructed must be submitted to the City Engineer prior to approval of the Grading plans. Building permits will not be issued for structures in which construction will conflict with existing easements or utilities, nor will any securities be released until the existing easements are quitclaimed.

IX. FEES and CASH CLEAN-UP DEPOSITS

1. A cash security deposit satisfactory to the City Engineer shall be posted to pay any costs incurred by the City for cleanup or damage caused by erosion of any type, related to project grading. Any moneys used by the City for cleanup or damage will be drawn from this security. The remaining portion of this cleanup security shall be released upon final acceptance of the grading for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading work up to a maximum of **$40,000**, unless a higher amount is deemed necessary by the City Engineer. The balance of the grading work shall be secured by performance bonds or such other security as may be approved by the City Engineer and City Attorney.

2. The developer shall be required to pay all development fees of the City then in effect at the time, and in such amounts as may prevail when building permits are issued.

X. AGREEMENT OF COVENANTS, CONDITIONS, RESTRICTIONS, AND GRANT OF EASEMENTS

1. Copies of a Agreement of Covenants, Conditions, Restrictions and Grant of Easements with all Exhibits shall be submitted to the Engineering Department and Planning Department for approval prior to approval of the Parcel Map. This City approved Agreement of Covenants, Conditions, Restrictions and Grant of Easements with all Exhibits shall be executed and recorded prior to the Parcel Map so its recording information can be referenced on the Parcel Map.

2. The Developer shall include provisions in the Agreement of Covenants, Conditions, Restrictions and Grant of Easements designating maintenance responsibilities to the Property Owner(s) for all private roadways, driveways, parking areas, private utilities (including sewer and water), utility and basin access, all storm water treatment facilities and basins, drainage swales, private street lighting, private storm drains, any common open spaces, and all the landscaping, irrigation, walls, and fences identified in the Landscape Section of these Engineering Conditions of Approval. These provisions must be included, reviewed and approved by the Engineering and Planning Departments prior to approval of the Parcel Map.

3. The Agreement of Covenants, Conditions, Restrictions, and Grant of Easements must state that the Property Owner(s) assumes liability for damage and repair of City utilities in the event that damage is caused by an individual owner when repair or replacement of private utilities is done.

4. The Agreement of Covenants, Conditions, Restrictions and Grant of Easements must state that (if stamped concrete or pavers are used in the private street) the Property Owner(s) is responsible for

replacing the stamped concrete or pavers in-kind if the City has to trench the private roadway for repair or replacement of a public utility.

5. The Agreement of Covenants, Conditions, Restrictions and Grant of Easements shall reference the recorded Storm Water Control Facility Maintenance Agreement and the approved Storm Water Quality Management Plan (SWQMP) for the project.

6. The Agreement of Covenants, Conditions, Restrictions and Grant of Easements, must contain provisions for any proposed share parking or parking restrictions and who will be responsible to manage and enforce any parking restrictions in these areas.

XI. UTILITY UNDERGROUNDING AND RELOCATION

1. The Developer shall sign a written agreement stating that he/she has made all such arrangements as may be necessary to coordinate and provide utility construction, relocation and undergrounding. All new utilities shall be constructed underground.

Exhibit "G"

CONDITIONS OF APPROVAL

PLANNING CASE NOS. PL24-0057
(Conditional Use Permit)
Parcel 2 of Tentative Parcel Map

This Project is recommended for approval as set forth on the application received by the City of Escondido on **March 05, 2024**, and the Project drawings consisting of Site Plans, Floor Plans, Sections, Architectural Elevations, Civil Sheets/Grading, Landscape Plans and Colored Elevations; all designated as **conditionally approved** on **November 20, 2024**, 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. Such "minor" modifications shall be processed through a substantial conformance process identified by the Planning Division. 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 Certificate of Occupancy issuance, the Applicant shall cause a covenant regarding real property to be recorded that sets forth the terms and conditions of this Permit approval and shall be of a form and content satisfactory to the Director of Development Services.

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

8. Right to Entry. The holder of this Permit shall make the premises available for inspection by City staff during construction or operating hours and allow the investigations of property necessary to ensure that minimum codes, regulations, local ordinances and safety requirements are properly followed. The Applicant shall provide such business records, licenses, and other materials necessary upon request to provide evidence of compliance with the conditions of approval, as well as federal, state, or laws.

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

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

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

to pay these fees shall be made prior to building permit issuance to the satisfaction of the Development Services Department.

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

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

12. Clerk Recording.

a. State Law (SB 1535), effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. If the Project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with State law, or if the Project was analyzed through a negative declaration or environmental impact report, the Applicant shall remit to the City of Escondido Planning Division, within two working days of the effective date of the adoption of the environmental document, a check payable to the "San Diego County Clerk," in the amount that is published by the County Clerk's Office. Failure to remit the required fees in full within the specified time noted above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. In addition, Section 21089(b) of the Public Resources Code, and Section 711.4(c) of the Fish and Game Code provide that no project shall be operative, vested, or final until all the required filing fees are paid. The County Clerk's Office filing fees for other environmental review documents are adjusted annually by the California Department of Fish and Wildlife. If the fee increase after the date of this approval, the Applicant shall be responsible for the increase.

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

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

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

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

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

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

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

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

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.

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.

B. Construction, Maintenance, and Operation Obligations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Parking and Loading/Unloading.

1. A minimum of 20 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 ensuring that all mitigation measures identified in the Mitigation Monitoring and Reporting Program, included as Exhibit "C" to this resolution, are implemented.

2. The applicant shall ensure that the loading zones for the parcel are only utilized during off-peak hours, or during non-operation times for the use. The applicant shall accomplish this through a provision in the CC&Rs, or other method, as determined by the Director of Development Services.

F. Specific Fire Department Conditions:

1. All fire protection plans (if applicable) shall be deferred submittals to Escondido Fire.

2. All approved pave access and an approved adequate water supply shall be provided on-site prior to the start of construction.

G. Specific Engineering Division Conditions: Refer to the Engineering Conditions of Approval detailed under Planning Case Nos. PL22-0396/PL24-0198 for this Conditional Use Permit.

EXHIBIT "H"

PLANNING CASE NOs. PL22-0397
(Conditional Use Permit)
(Parcel 3 of Tentative Parcel Map)

This Project is recommended for approval as set forth on the application received by the City of Escondido on **March 05, 2024**, and the Project drawings consisting of Site Plans, Floor Plans, Sections, Architectural Elevations, Civil Sheets/Grading, Landscape Plans and Colored Elevations; all designated as **conditionally approved** on **November 20, 2024**, 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 <u>not</u> 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. Such "minor" modifications shall be processed through a substantial conformance process identified by the Planning Division. 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 Certificate of Occupancy issuance, the Applicant shall cause a covenant regarding real property to be recorded that sets forth the terms and conditions of this Permit approval and shall be of a form and content satisfactory to the Director of Development Services.

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

8. Right to Entry. The holder of this Permit shall make the premises available for inspection by City staff during construction or operating hours and allow the investigations of property necessary to ensure that minimum codes, regulations, local ordinances and safety requirements are properly followed. The Applicant shall provide such business records, licenses, and other materials necessary upon request to provide evidence of compliance with the conditions of approval, as well as federal, state, or laws.

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

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

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

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

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

12. **Clerk Recording.**

a. State Law (SB 1535), effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. If the Project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with State law, or if the Project was analyzed through a negative declaration or environmental impact report, the Applicant shall remit to the City of Escondido Planning Division, within two working days of the effective date of the adoption of the environmental document, a check payable to the "San Diego County Clerk," in the amount that is published by the County Clerk's Office. Failure to remit the required fees in full within the specified time noted above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. In addition, Section 21089(b) of the Public Resources Code, and Section 711.4(c) of the Fish and Game Code provide that no project shall be operative, vested, or final until all the required filing fees are paid. The County Clerk's Office filing fees for other environmental review documents are adjusted annually by the California Department of Fish and Wildlife. If the fee increases after the date of this approval, the Applicant shall be responsible for the increase.

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

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.

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.

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.

B. Construction, Maintenance, and Operation Obligations:

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

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

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

   At all times during the effective period of this Permit, the Applicant and any affiliated responsible party shall obtain and maintain in valid force and effect, each and every license and permit

required by a governmental agency for the construction, maintenance, and operation of the authorized activity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Parking and Loading/Unloading.

1. A minimum of 20 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 ensuring that all mitigation measures identified in the Mitigation Monitoring and Reporting Program, included as Exhibit "C" to this resolution, are implemented.

2. The applicant shall ensure that the loading zones for the parcel are only utilized during off-peak hours, or during non-operation times for the use. The applicant shall accomplish through a provision in the CC&Rs, or other method, as determined by the Director of Development Services.

F. Specific Fire Department Conditions:

1. All fire protection plans (if applicable) shall be deferred submittals to Escondido Fire.

2. All approved pave access and an approved adequate water supply shall be provided on-site prior to the start of construction.

Specific Engineering Division Conditions: Refer to the Engineering Conditions of Approval detailed under Planning Case No. PL22-0396 for this Conditional Use Permit

EXHIBIT "I"

CONDITIONS OF APPROVAL

PLANNING CASE NOS. PL22-0398
(Conditional Use Permit)
(Parcel 4 of Tentative Parcel Map)

This Project is recommended for approval as set forth on the application received by the City of Escondido on **March 05, 2024**, and the Project drawings consisting of Site Plans, Floor Plans, Sections, Architectural Elevations, Civil Sheets/Grading, Landscape Plans and Colored Elevations; all designated as **conditionally approved** on **November 20, 2024**, 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. Such "minor" modifications shall be processed through a substantial conformance process identified by the Planning Division. 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 Certificate of Occupancy issuance the Applicant shall cause a covenant regarding real property to be recorded that sets forth the terms and conditions of this Permit approval and shall be of a form and content satisfactory to the Director of Development Services.

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

8. Right to Entry. The holder of this Permit shall make the premises available for inspection by City staff during construction or operating hours and allow the investigations of property necessary to ensure that minimum codes, regulations, local ordinances and safety requirements are properly followed. The Applicant shall provide such business records, licenses, and other materials necessary upon request to provide evidence of compliance with the conditions of approval, as well as federal, state, or laws.

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

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

10. Fees. The appropriate development fees and Citywide Facility fees shall be paid in accordance with the prevailing fee schedule in effect at the time of building permit issuance, to the satisfaction of the Director of Development Services. Through plan check processing, the Applicant shall pay development fees at the established rate. Such fees may include, but not be limited to: Permit and Plan Checking Fees, Water and Sewer Service Fees, School Fees, Traffic

Mitigation Fees, Flood Control Mitigation Fees, Park Mitigation Fees, Fire Mitigation/Cost Recovery Fees, and other fees listed in the Fee Schedule, which may be amended. Arrangements to pay these fees shall be made prior to building permit issuance to the satisfaction of the Development Services Department.

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

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

12. **Clerk Recording.**

a. State Law (SB 1535), effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. If the Project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with State law, or if the Project was analyzed through a negative declaration or environmental impact report, the Applicant shall remit to the City of Escondido Planning Division, within two working days of the effective date of the adoption of the environmental document, a check payable to the "San Diego County Clerk," in the amount that is published by the County Clerk's Office. Failure to remit the required fees in full within the specified time noted above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. In addition, Section 21089(b) of the Public Resources Code, and Section 711.4(c) of the Fish and Game Code provide that no project shall be operative, vested, or final until all the required filing fees are paid. The County Clerk's Office filing fees for other environmental review documents are adjusted annually by the California Department of Fish and Wildlife. If the fee increases after the date of this approval, the Applicant shall be responsible for the increase.

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

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.

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. **Phasing.** A phasing plan shall be submitted for all projects which include more than one building. The phasing plan shall identify the order in which all on- and off-site improvements will be installed, including triggers for improvements resulting from mitigation measures placed on the

project through the environmental review process or required for General Plan conformance. The plan shall also identify the order in which structures will be built and occupied, the location of construction fencing at each phase of construction, and any other means necessary to prevent conflicts between construction traffic and users of the occupied buildings. The phasing plan shall be approved by the City Planner, Building Official, City Engineer and Fire Marshal prior to the issuance of a grading permit for the project. The phasing plan shall not be modified without written consent from the City of Escondido.

C. Parking and Loading/Unloading.

1. A minimum of 11 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 lf the grading plan. The initial submittal of the landscape plans shall include the required plan check fees, paid in accordance with the prevailing fee schedule in effect at the time of submittal. Details of Project fencing and walls, including materials and colors, shall be provided on the landscape plans. (Building permits may also be required.) The landscape and irrigation plans shall be reviewed and approved by the Planning Division and Engineering Services Department prior to issuance of grading permits, and shall be equivalent or superior to the conceptual landscape plans included as part of the Approved Plan set, to the satisfaction of the Planning Division. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Landscape Standards) of the Escondido Zoning Code, except where stricter requirements are imposed by the State of California.

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

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

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

e. New or retrofitted trash enclosures shall accommodate vertical climbing plants, vines with support trellis panels, clinging non-deciduous or fast growing shrubbery that will

screen the enclosures wall surface. The Director of Development Services shall find that the proposed landscaping design, material, or method provides approximate equivalence to the specific requirements of this condition or is otherwise satisfactory and complies with the intent of these provisions.

E. Specific Planning Division Conditions:

1. The applicant shall be responsible for ensuring that all mitigation measures identified in the Mitigation Monitoring and Reporting Program, included as Exhibit "C" to this resolution, are implemented.

2. The applicant shall ensure that the loading zones for the parcel are only utilized during off-peak hours, or during non-operation times for the use. The applicant shall accomplish this through a provision in the CC&Rs, or other method, as determined by the Director of Development Services.

3. The applicant shall be responsible for installing and maintaining wheel stops for the compact spaces. Wheel stops shall be shown on subsequent plans for purposes of engineering and/or building permits to the satisfaction of the City Planner or their designee.

F. Specific Fire Department Conditions:

1. All fire protection plans (if applicable) shall be deferred submittals to Escondido Fire.

2. All approved pave access and an approved adequate water supply shall be provided on-site prior to the start of construction.

G. Specific Engineering Division Conditions: Refer to the Engineering Conditions of Approval detailed under Planning Case No. PL22-0396 for this Conditional Use Permit.

STAFF REPORT

October 8, 2024
PL24-0057, PL22-0396, PL22-0397, PL22-0398, PL24-0198
501 – 503 W Mission Ave / Mission and CCP Drive Through Facilities

PROJECT NUMBER / NAME: **PL24-0057, PL22-0396, PL22-0397, PL22-0398, PL24-0198 / Mission and CCP Drive Through Facilities**

REQUEST: Adopt Resolution No. 2024-17 recommending approval to City Council of a Tentative Parcel Map to allow the subdivision of a 3.74-acre property comprised of two parcels into four parcels; three Conditional Use Permits for drive-through facilities; a Design Review Permit for the construction of the facilities; and a non-emergency demolition of an existing building (over 50 years old) previously occupied by a restaurant use. The project includes ancillary improvements including but not limited to landscaping, frontage and circulation improvements. The request also includes adoption of the environmental document prepared for the project.

PROPERTY SIZE AND LOCATION: The 3.74-acre site is located on W Mission Avenue and Centre City Parkway and is addressed at 501 – 503 W Mission Avenue. (Assessor's Parcel Number(s): 229-171-30-00 and 229-171-29-00)

APPLICANT: 503 W Mission LLC

GENERAL PLAN / ZONING: General Commercial (GC)/ General Commercial (C-G)

PRIMARY REPRESENTATIVE: Sally Schifman

DISCRETIONARY ACTIONS REQUESTED: Tentative Parcel Map, Three Conditional Use Permits, Non-Emergency Demolition Permit, and a Design Review Permit

PREVIOUS ACTIONS: On May 18, 2023, the Historic Preservation Commission voted 4-0 to approve a recommendation to City Council on the Non-Emergency Demolition Permit.

CEQA RECOMMENDATION: Recommend adoption of an Initial Study/Mitigated Negative Declaration

STAFF RECOMMENDATION: Recommend approval to the City Council

REQUESTED ACTION: Approve Planning Commission Resolution No. 2024-17

CITY COUNCIL HEARING REQUIRED: __X_YES ___NO

REPORT APPROVALS: _X_ Dare DeLano, Senior Deputy City Attorney

_X_ Veronica Morones, City Planner

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CONTINUANCE FROM SEPTEMBER 24, 2024 PLANNING COMMISSION MEETING

On September 12, 2024, the applicant submitted a list of approximately 20 items identifying several issues/concerns with the City's standard Conditions of Approval ("COA"). Several of the items simply required additional clarification from City staff, and resulted in nominal changes to the standard conditions of approval; however, a majority of the concerns regarding the COAs dealt with the timing of the issuance of permits related to construction of the buildings. City staff met with the applicant on September 19, 2024, in an attempt to resolve the issues/concerns raised by the applicant, but due to the complexity of the request the Project was continued to the Planning Commission meeting on October 08, 2024.

The Conditions of Approval outlined in the attached draft Planning Commission Resolution 2024-17 reflect the revised conditions as accepted by the applicant, and agreed to by City staff.

BACKGROUND

The project site is situated at the southwestern corner of Mission Avenue and Centre City Parkway and is currently comprised of two existing parcels, as depicted under Attachments 1 and 2. The site is currently occupied by a vacant restaurant, and existing Quality Inn Hotel. The restaurant was constructed in the Googie-style architecture in 1962. In 1983, the original user of the site, Denny's Corporation, ceased operations and since then the site's ownership has changed over the years. In 2017, the current property owner acquired the site and proposes redevelopment of the site.

As detailed in the summary of request below, the project includes a Tentative Parcel Map along with three Major Conditional Use Permits, and additional associated entitlements. Pursuant to Chapters 32 (Subdivisions) and 33 (Zoning) of the Escondido Municipal Code, the requested entitlements would typically be approved by different decision makers, as detailed in Table 1 below. However, pursuant to Section 32.105.01 of Chapter 32 of the EMC, when one or more actions requires review and approval of the City Council, then all actions shall be taken by the City Council pending a recommendation by the Planning Commission. For the proposed project, the Non-Emergency Demolition Permit requires City Council review and therefore all entitlements associated with this request are subject to final decision by the City Council.

Table 1: Requested Entitlements and Typical Decision Makers

Permit Name	Purpose	Typical Ultimate Decision Maker	Municipal Code Section
Non-Emergency Demolition Permit	Allow for demolition of a historic resource	City Council, with recommendation by Planning Commission	Ch. 33, Article 40, Sec. 33-803(b)
Major Conditional Use Permit	Allow for land uses conditionally permitted by the underlying zoning	Planning Commission	Ch. 33, Article 61, Sec. 33-1201(a)

CITY of ESCONDIDO

STAFF REPORT

Tentative Parcel Map	Allow for subdivisions of land into four or fewer lots	Director of Development Services	Ch. 32, Article 32-1, Sec. 32-.102.02(A)
Design Review Permit	Regulate exterior appearance of buildings and site development	City Staff or Planning Commission*	Ch. 33, Article 64, Sec. 33-1354 and 33-1355(b)
* Application requests that involve ultimate approval by the Planning Commission *and* entail new construction require Planning Commission approval of the Design Review Permit.			

SUMMARY OF REQUEST

503 W Mission Avenue LLC ("Applicant"), represented by Sally Schifman, request approval of a Tentative Parcel Map to subdivide an existing 3.74-acre site comprised of two parcels into four parcels; three Conditional Use Permits for three separate drive-through facilities on the newly created parcels while maintaining the existing Quality Inn Hotel (Parcel 1). The Conditional Use Permit requests also include a reduction in the amount of required off-street parking for Parcel 4. The Applicant also requests a Non-Emergency Demolition Permit to demolish an existing structure over 50 years of age; and a Design Review Permit for the design of the site and proposed structures ("Project"). Below is a brief summary of each component of the Project.

Tentative Parcel Map (PL22-0396)

In order to develop the site for the proposed uses, the Applicant requests to subdivide an existing 3.74-acre site comprised of two existing parcels into four total parcels. The Tentative Parcel Map ("TPM") depicted in Figure 1 for ease of reference, proposes to retain the existing Quality Inn Hotel on Parcel 1, which is proposed at approximately 95,746 square-feet. No substantive changes are proposed to this site or existing hotel, and the resulting parcel (i.e., Parcel 1) conforms to all requirements required for the hotel use. Parcel 2 (Starbucks) is located at the northerly section of the Project site and is approximately 22,503 square-feet. Parcel 3 (Chipotle) is located adjacent to the south of Parcel 2, and is approximately 20,043 square-feet. Parcel 4 (unnamed tenant) is located farthest to the south, and is approximately 22,750 square-feet. All parcels associated with the TPM meet the minimum lot size requirements for parcels within the General Commercial (C-G) zone as outlined in Article 16 (Commercial Zones) of the Escondido Zoning Code ("EZC").

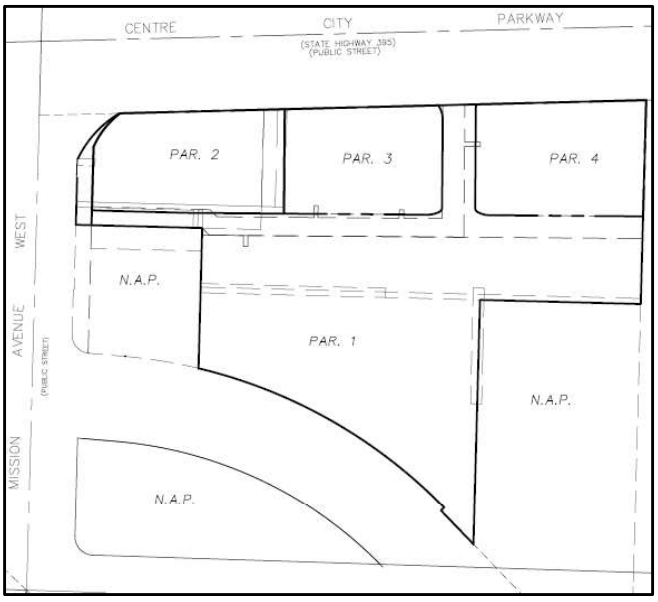

Figure 1 – Tentative Parcel Map Layout

Conditional Use Permits (PL24-0057 [Parcel 2], PL22-0397 [Parcel 3], PL22-0398 [Parcel 4])

As required by the Table 33-332 of Article 16 (Commercial Zones), the site's underlying zoning district of General Commercial (C-G) requires a Conditional Use Permit ("CUP") for drive-through facilities. Section 33-341 (Commercial

drive-through facilities requirements) within Article 16 contains further site development standards for drive-through facilities relative to on-site circulation, width of drive-through aisles, architecture, and screening of the drive-through aisles.

In addition to the proposed drive-through use on Parcel 4, the Project also includes a request for a reduction in the amount of off-street parking that is required by the EZC for this select parcel. Pursuant to Section 33-764 of Article 39 (Off-Street Parking), a reduction in parking for a conditionally permitted use may be considered by the decision-making body as part of the CUP. The Applicant requests a 45% reduction in the amount of required off-street parking required on Parcel 4. Based on the proposed design for Parcel 4, a total of 20 parking stalls is required pursuant to Section 33-765 of Article 39. The proposed reduction would result in a total of 11 required parking spaces for the parcel. As depicted in Attachment 3, Parcel 4 would include 20 total spaces; however, nine of the parking stalls provided are proposed as compact spaces which do not count toward the Parcel's required parking as stipulated in Article 39. The compact spaces are a constraint of design due to size limitations of Parcel 4, and still meet the intent and purpose of off-street parking spaces.

Design Review Permit (PL24-0198)

Section 33-1354 of Article 64 (Design Review) of the EZC requires any discretionary action by the Planning Commission that includes new construction be reviewed by the Planning Commission for conformance with the design guidelines outlined in Article 64. The Project before the Planning Commission requires multiple Conditional Use Permits (i.e., discretionary action by the Commission), and includes new construction for three drive-through facilities. The Project in its entirety is being reviewed for conformance with the design review guidelines identified in Article 64 that pertain to architecture and site design due to it functioning as one center with similar architecture, and shared vehicle and pedestrian access.

Non-Emergency Demolition

Article 40 (Historic Resources) of the EZC contains the regulations related to the preservation of historic resources, listing/de-listing of historic resources, and incentives for preservation efforts. Furthermore, Article 40 contains provisions related to the demolition of historic resources, and demolition of potential historic resources. Due to the structure meeting the 50-year threshold (baseline for considering a structure's historic potential), a Historic Structure Assessment ("HSA") was prepared by Brian F. Smith Associates, which can be found under the environmental documentation for the Project.

As discussed in the HSA, the building is potentially eligible to be listed on the City's Local Register under Criteria 2 ("Escondido building or buildings that embody distinguishing characteristics of an architectural type, specimen, or are representative of a recognized architect's work and are not substantially altered") and 5 ("Escondido historical resources that are 50 years"), and potentially eligible for the California Register of Historic Resources under Criterion 3 ("It embodies the distinctive characteristics of a type, period, region, or method, of construction; represents the work of an important creative individual; or possesses high artistic values.) The Project site is occupied by a building with Googie architectural features. Due to these findings, the Planning Commission's decision entails a recommendation to the City Council on the demolition of the structure.

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SUPPLEMENTAL DETAILS OF REQUEST

1.	Property Size:	Parcel 1 (Quality Inn Hotel): 2.19 acres Parcel 2 (Starbucks): 0.50 acres Parcel 3 (Chipotle): 0.46 acres Parcel 4 (Unknown Tenant): .52 acres	
		Minimum Required	**Provided**
2.	Lot Coverage/Floor Area Ratio:	None	Parcel 1: 27% Parcel 2: 6.6% Parcel 3: 11.2% Parcel 4: 10.6%
3.	Building Height	None (UBC)	Parcel 1: Existing Parcel 2: 19'-7.5" Parcel 3: 20'-8" Parcel 4: 20'-8"
4.	Motor Vehicle Parking:	20 off-street spaces ea. restaurant 83 off-street spaces for hotel use	Parcel 1: 94 spaces Parcel 2: 20 spaces Parcel 3: 20 spaces Parcel 4: 11 spaces*
5.	Setbacks:		
	a. Front Yard:	15'-0**	Parcel 1: >100' from W. Mission Parcel 2: 33'-10" from W. Mission Ave Parcel 3: 15'-0" from CCP Parcel 4: 17'-0" from CCP
	b. Rear Yard:	None	N/A
	c. Side Yard:	None	N/A
6.	Trash:	Trash Enclosure	Provided for ea. parcel per City standard

*Request a 45% reduction in the amount of required off-street parking as permitted through the Conditional Use Permit process
** A 15'-0" setback is only required on lots that have a front lot line on Centre City Parkway. For those parcels with a frontage on W. Mission, the setback requirement is 0'-0".

PROJECT ANALYSIS

1. General Plan Policy Conformance:

Commercial Land Use Policy 8.11*: Allow drive through facilities subject to the mitigation of identified air quality, traffic safety, and visual impacts based on appropriate studies submitted to the satisfaction of the city prior to approval.*

In accordance with CEQA Guidelines, an Initial Study/Mitigated Negative Declaration ("IS/MND") was prepared for the Project. As discussed throughout the IS/MND, the Project would not have any significant

impacts and therefore not require any mitigation relative to air quality, traffic safety, and visual impacts. The Project is required to construct frontage improvements along Mission Avenue and Centre City Parkway, in addition to a signalized left turn pocket within the existing landscaped median. These frontage and signalization improvements would ensure conformance with City requirements adopted for the purposes of compliance with the General Plan's Mobility and Infrastructure chapter.

The proposed Project's visual changes would be minimal due to consistency in design, height, and architecture of surrounding developments. The Project site is currently developed with a two-story hotel that spans the majority of the site's width; an existing single-story commercial building at the northeastern corner of the site; a pool, tennis court, and ancillary fencing for the recreation uses at the southeastern corner of the site; and paved circulation areas throughout the site designed for parking and egress/ingress. The proposed Project entails retention of the existing hotel and construction of three new buildings similar in height to the existing commercial building and smaller in scale and massing than the existing hotel. Improvements to pedestrian features, landscaping on- and off-site, as well as intervening block walls to shield vehicles in queue would all ensure no adverse visual impacts occur.

Employment Acreage Policy 1.4: *Promote quality economic development that fosters job availability, economic revitalization, and tax revenues.*

The Project would redevelop an existing vacant building, and revitalize an existing parcel that is underutilized. The size of the parcel accommodates the proposed development, and would revitalize the corner of Mission Avenue and Centre City Parkway with improved landscaping, new buildings, and uses compatible with the surrounding area. Patrons of the existing hotel would now have immediate access to dining facilities via the accessible access across the internal drive aisle that runs parallel to Parcel 1.

2. Zoning Conformance:

The Project includes the subdivision on one parcel into four, along with the construction of three new drive-through facilities. The existing hotel use would remain on newly created Parcel 1, which would meet all required standards for the General Commercial (C-G) zone. For new auto-oriented uses (drive-in, drive-through), such use is permitted within the C-G zoning district via a Conditional Use Permit. Commercial drive-throughs are further regulated by Section 33-341 (Commercial drive-through facilities requirements) of Article 16 (Commercial Zones) which outlines standards related to site design, stacking, and enhanced architectural design. The site design accomplishes desirable transitions through the use of buffered landscaped areas at the Centre City and Mission frontages. A new pedestrian sidewalk would provide public access around the site, adjacent to those street frontages and be buffered by a low-wall at the parcel boundaries to ensure screening from vehicles in the drive-through queue. The proposed Project provides for a minimum 12-foot width on curves and straight sections for Parcels 2 through 4, as shown within Attachment 3. Parcel 2 provides for queuing of 22 vehicles; Parcel 3 provides for queuing of 11 vehicles; and Parcel 4 provides for queuing of 19 vehicles. The City's Traffic Engineering and Planning staff reviewed all three drive-through designs and reviewed the applicable analyses to determine the designs as proposed provide adequate stacking to ensure no overflow occurs within public streets. Parcel 3 is designed with only one queuing lane because of the proposed business operation which would be pickup only and not allow for any on-site in-car ordering (app/online ordering only). The proposed signalized entrance for the site would ensure no ingress or egress points of conflict for the site, and the shared internal access roadway would permit for shared circulation common in multi-commercial developments such as this.

3. Climate Action Plan Consistency:

   As required for new developments, the Project completed a Climate Action Plan Consistency Checklist. Commercial projects that are less than 20,000 square-feet emit fewer than 500 MTCO2e per year, and found to be consistent with the City's CAP screening criteria. The Project is not subject to the measures of the CAP.

4. Site Design

   a. Grading, topography, retaining wall, and fencing:

      As proposed, the Project requires minimal grading due to the existing topography and development of the site. The site is relatively flat, and does not require significant grading. No retaining walls are a part of the development; however, freestanding walls are proposed along the frontage of Centre City Parkway. The purpose of the freestanding wall is to provide shielding of the drive-through aisles as required for commercial drive-through facilities. The freestanding walls are approximately 3.5-feet and would be constructed of decorative material (e.g., split-face, etc.). No other fencing is proposed throughout the site; however, the site would be heavily screened via a combination of the freestanding walls, landscaping along the frontage, and on-site landscaping.

   b. Project Access and Circulation:

      The site would be accessed via Centre City Parkway ("CCP") and W Mission Avenue. The existing driveway on W Mission Avenue would be reconstructed and allow for similar access to the site as existing currently off Mission Avenue, and a new driveway would be constructed on CCP including a signalized left turn pocket onto the site heading northbound on CCP. Within the site, access easements would be established in order to facilitate circulation between the parcels, including continued access to Parcel 1 (existing hotel). Parcel 4 would have a single-lane entrance and exit while Parcel 2 and 3 would each have a double-lane entrance into their respective site. Circulation is designed to prevent spillover from the drive-throughs into the main ingress/egress from W. Mission Avenue.

      The draft conditions of approval found under Attachment 4 include a requirement for the Applicant to purchase access rights from the City of Escondido for purposes of creating new access on Centre City Parkway for the proposed Project. Engineering condition (G)(VIII)(5) stipulates the purchase responsibility and the established fee of $43,500.00. The City Council is the acting body on the granting of access rights to Centre City Parkway. Prior to the City's acquisition of Centre City Parkway, the California Department of Transportation ("CalTrans") acquired access rights from abutting properties in order to construct Centre City Parkway. These rights were previously acquired by the State of California in 1948, and subsequently relinquished to the City in the late 1970s. Should the Project be approved as conditioned, the City Council would authorize the payment for granting of abutter's access right to Centre City Parkway prior to recordation of the Parcel Map.

c. Building Orientation:

The proposed designs for the Starbucks (Parcel 2) and speculative tenant building (Parcel 4) orient their drive-through windows towards W Mission Ave, and Centre City Parkway, respectively. Chipotle's drive-through window (Parcel 3) would face the internal driveway leading onto the site from Centre City Parkway.

d. Open Space and Landscaping

The Project includes approximately 50 trees as shown on the preliminary landscape plans (refer to Exhibit "C" of Attachment 4), which includes the required number of street trees along the frontage (17 total street trees required and 20 provided). The proposed tree palette consists of *Acacia Stenophylla* ("Shoe-String Acacia"), *Arbutus x Marina* ("Marina Strawberry Tree"), *Cercis Canadensis* ("Eastern Redbud"), and *Pistacia x Red Push* (Red Push Pistache). In addition to the proposed trees for the Project are several existing mature *Washingtonia Robusta* ("Queen Palm") *and Syagrus Romanzoffiana* ("Mexican Fan Palm") that the Applicant stated would retain on-site and maintained as a part of the Project.

e. Parking:

As indicated in the supplemental details of request, Parcels 2 and 3 (drive-through facilities) each require and provide 20 off-street parking spaces consistent with the standards of Article 39 (Off-street Parking) of the EZC. However, Parcel 4 (no tenant) includes a request for a reduction in the required off-street parking in order to address site constraints. Specifically, the Parcel 4 site design includes 11 standard spaces (18-feet deep by 8.5-feet wide) consistent with City standards but cannot accommodate nine additional standard spaces. Instead, the Applicant proposes nine additional compact spaces, which are not permitted within commercial zones for the purposes of meeting required parking. Pursuant to Section 33-764 (a)(1) of Article 39, adjustments to the required off-street parking may be considered by the decision-making body through the CUP process. The Project site provides 11 off-street parking spaces (45% reduction) for the intent and purpose of meeting the requirements of the EZC. As a project design feature, the Applicant proposes to include an additional nine compact off-street spaces, resulting in a total of 20 off-street parking spaces (11 standard spaces + 9 compact spaces).

5. Building Design:

a. Building Height, Mass, and Scale:

As indicated in the supplemental details of request, the proposed buildings range from 19'-0" to 21'-0" in height. All of the proposed building designs incorporate flat roofs with parapets to screen roof mounted equipment (HVAC units). The massing and scale of the proposed buildings is consistent with the development in the area which is comprised of mainly low-lying commercial buildings. The existing hotel on site is a two-story structure, and the commercial development located directly to the east is a single-story drive-through development with similar massing and scale as the proposed designs.

b. Building Materials:

The buildings would incorporate three different exterior material, including white stucco, composite vertical siding in “Island Mist” (Grayish color) and “Tiki Torch” (wood-like material). The Starbucks building (Parcel 2) incorporates a juxtaposition of stucco finish with composite wood siding resulting in an earth tone palette. The Chipotle building (Parcel 3) off-sets the stucco through the use of the “Island Mist” siding on all elevations. The unknown tenant (Parcel 4) would be constructed as proposed, which includes similar materials of stucco and composite wood cladding to ensure design cohesiveness across all three structures. The use of contemporary material is consistent with new development in the area, specifically the development across Centre City Parkway.

6. Non-Emergency Demolition

The Project includes a request for a Non-Emergency Demolition Permit because the structure is over 50 years old which is the baseline for properties that may be eligible for listing on Escondido Local Register of Historic Places. As it pertains to the California Environmental Quality Act (“CEQA”), any resource that is eligible to be listed on a local register may also qualify it for listing within the California Register of Historical Resources (“CRHR”). Prior to the dissolution of the City’s Historic Preservation Commission (“HPC”), this Non-Emergency Demolition Permit was brought before the HPC at the May 18, 2023 meeting for recommendation of approval to the City Council for their ultimate decision. As discussed in the Historic Structure Assessment (see Appendix B.1 of the Final Initial Study/Mitigated Negative Declaration), and the attached resolution (Attachment 4), the structure may be eligible under Criteria 2 and 5 for listing on the City’s Local Register and Criteria 3 of the CRHR. While the structure is eligible for listing, its demolition would not diminish the existence of this architectural style within the City as there are other Googie designed buildings within the City. Specifically, 810 N. Broadway, 2680 S. Escondido Boulevard, and the sign located at the corner of Mission and Broadway, are additional sites exemplifying Googie style. The HPC voted 4 – 0 recommending approval of the request and recommended demolition of the building because no reasonably foreseeable alternatives to demolition exist.

FISCAL ANALYSIS

The owner will be responsible for payment of all applicable development impact fees.

ENVIRONMENTAL ANALYSIS

The California Environmental Quality Act (“CEQA”) applies to proposed projects initiated by, funded by, or requiring discretionary approvals from state or local government agencies. CEQA Guidelines Section 15367 states that a lead agency, in this case, the City of Escondido, is the agency that has the principal responsibility for carrying out or approving a project and is responsible for compliance with CEQA. As lead agency, the City must complete an environmental review to determine if implementation of the Project would result in significant adverse environmental impacts. In compliance with CEQA, an Initial Study (“IS”) has been prepared to assist in making that determination. Based on the nature and scope of the Project and the evaluation contained in the IS environmental checklist, the City has concluded that a Mitigated Negative Declaration (“MND”) is the appropriate level of analysis for the Project.

As provided in CEQA Statute Section 21064.5, and stated in CEQA Guidelines section 15070, an MND can be prepared when "(a) the initial study shows that there is not substantial evidence, in light of the whole record before the agency, that the project may have a significant effect on the environment, or (b) the initial study identifies potentially significant effects, but (1) revisions in the project plans or proposals made by, or agreed to by the applicant before a proposed mitigated negative declaration and initial study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur; and (2) there is no substantial evidence, in light of the whole record before the agency, that the project as revised may have a significant effect on the environment." The MND prepared for the Project identified potentially significant impacts in the areas of Biological Resources, Cultural Resources, and Tribal Cultural Resources. However, through incorporation of mitigation measures, the impacts can be reduced to a less-than-significant level.

A Draft IS/MND was released for a 30-day public review period from July 25, 2024 to August 26, 2024. One comment letter was received, and pertained to the Traffic Impact Analysis conducted for the Project. Responses to those comments were prepared and have been incorporated into a Final IS/MND. The Final IS/MND has identified no new environmental impacts which have not been addressed through the aforementioned mitigation measures. The Final IS/MND has been included as Exhibit "F" to Planning Commission Resolution No. 2024-17.

PUBLIC INPUT

The City received one comment during the 30-day public review period for the Final IS/MND from Caltrans. The comment from CalTrans was specific to the Traffic Impact Analysis and Local Mobility Analysis. A response is incorporated into the Final IS/MND.

The Project was noticed in accordance with State Law and the Escondido Zoning Code (Article 61, Division 6) and no public comments pertaining to the public hearing have been received as of the writing of this staff report.

CONCLUSION AND RECOMMENDATION

The Project includes the redevelopment of an underutilized parcel located in an area with new development. A portion of the parcel contains a vacant building, and ancillary unused outdoor facilities. The Project would redevelop the entirety of the site while retaining an existing hotel. The Project complies with all the standards as required by the underlying zoning district, and with the design standards for new development within the City. An environmental review analyzed any potential impacts under the California Environmental Quality Act ("CEQA") guidelines, and any identified impacts may be considered less than significant with mitigation incorporated.

Based on the analysis contained in this staff report, Planning staff recommend the Planning Commission adopt Resolution No. 2024-17 recommending the City Council approve the Project as proposed.

ATTACHMENTS

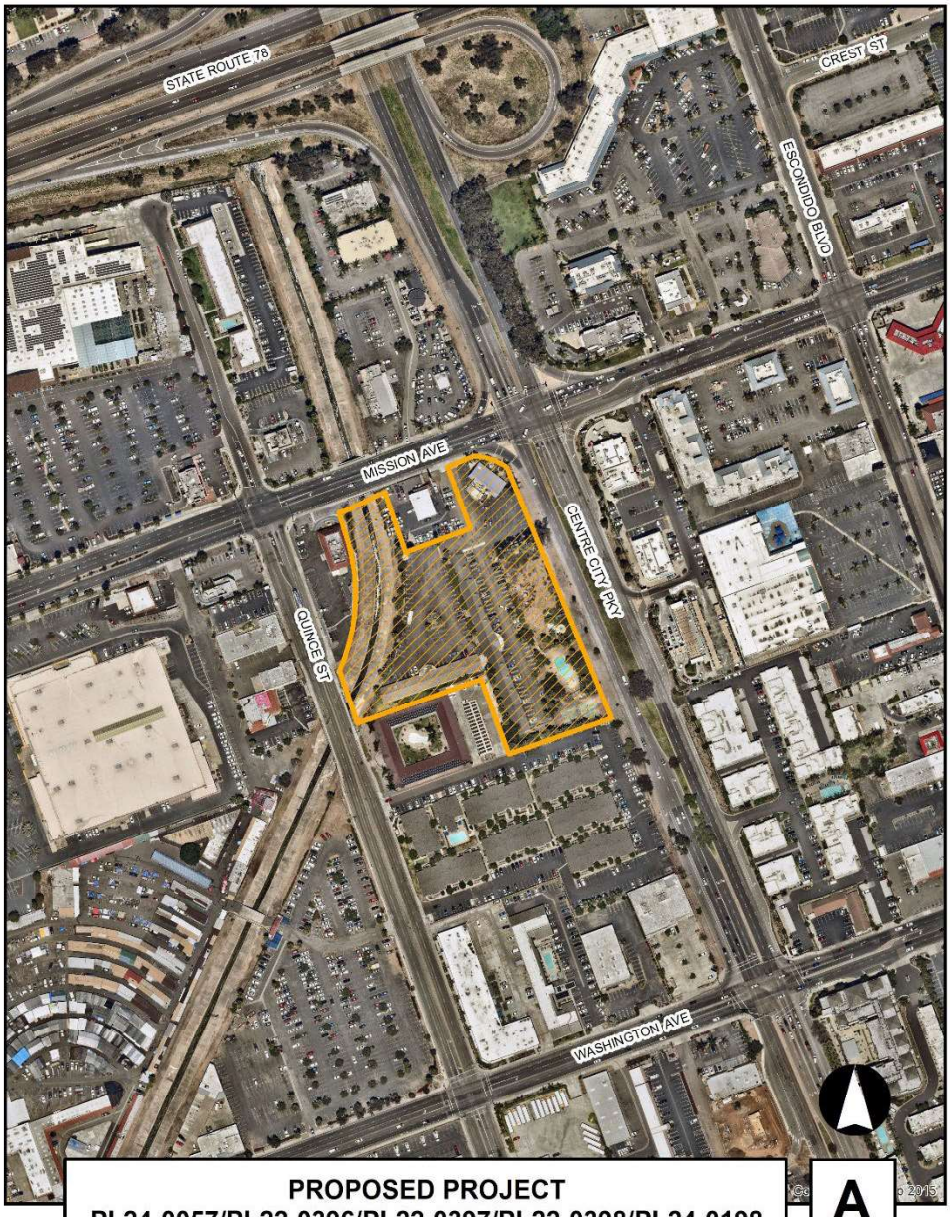
1. Aerial Map
2. General Plan and Zoning Map
3. Proposed Site Plans
4. ~~Draft Planning Commission Resolution No. 2024-17 including Exhibits A – F~~

CITY of ESCONDIDO

STAFF REPORT

Attachment 1

Aerial

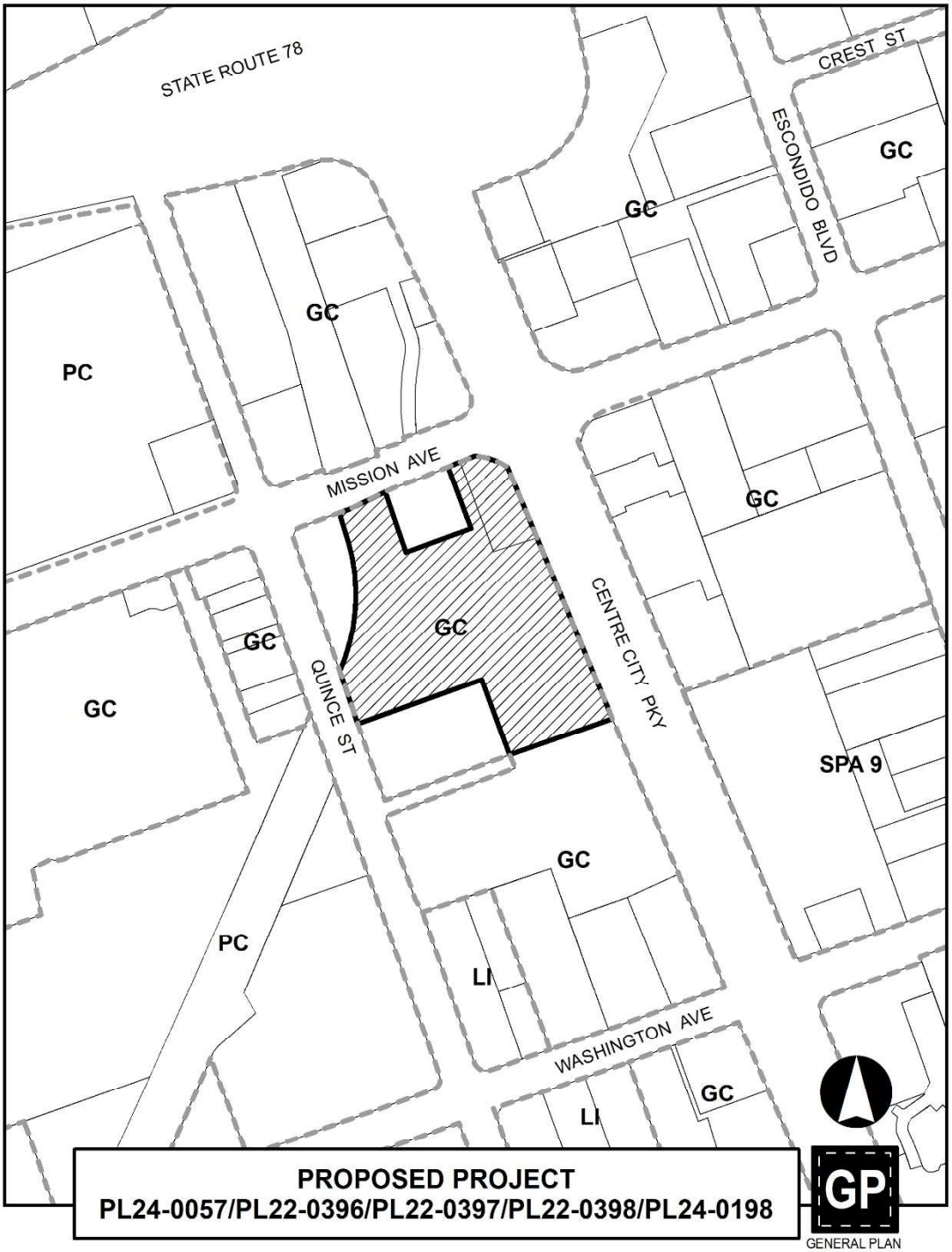


CITY of ESCONDIDO

STAFF REPORT

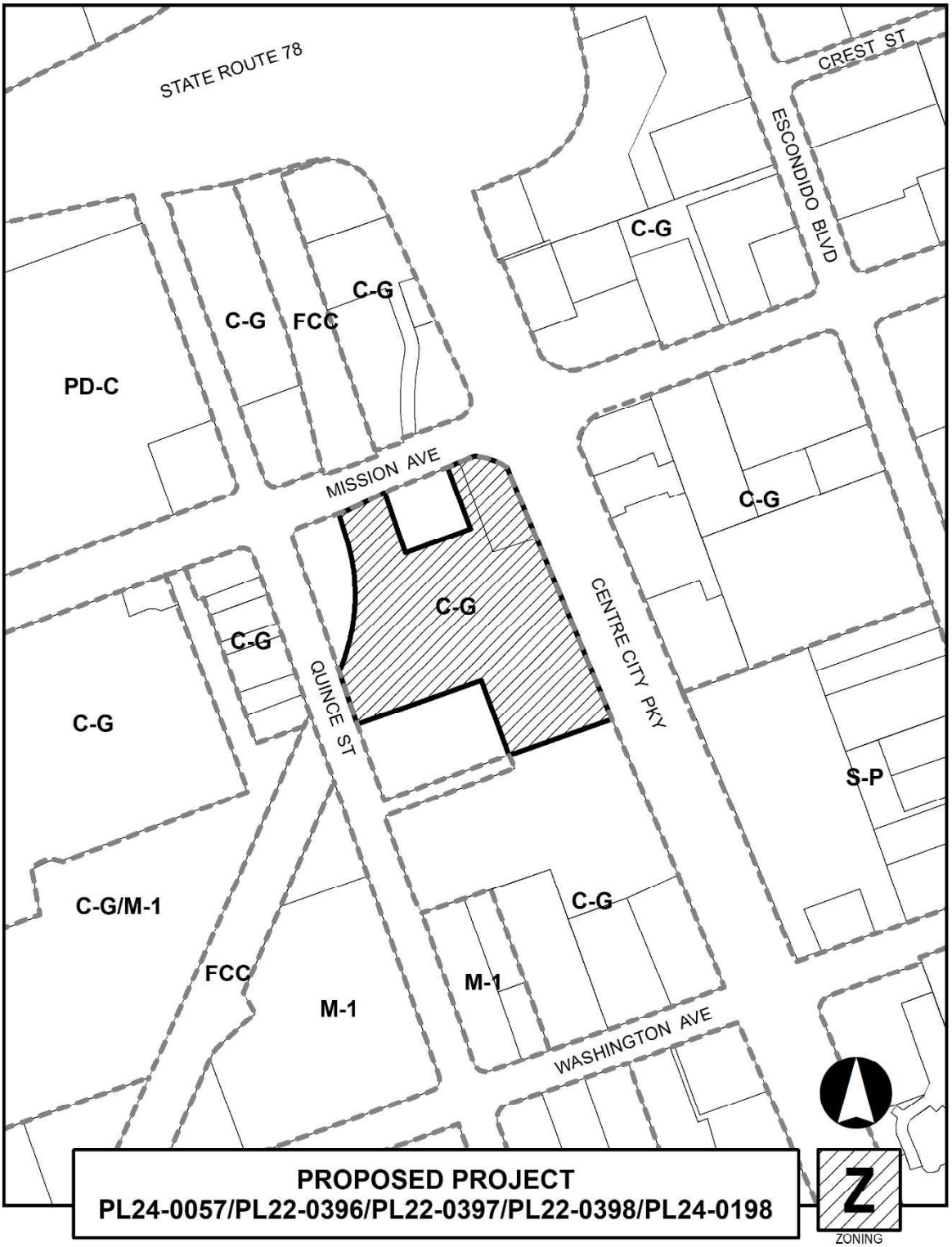
Attachment 2

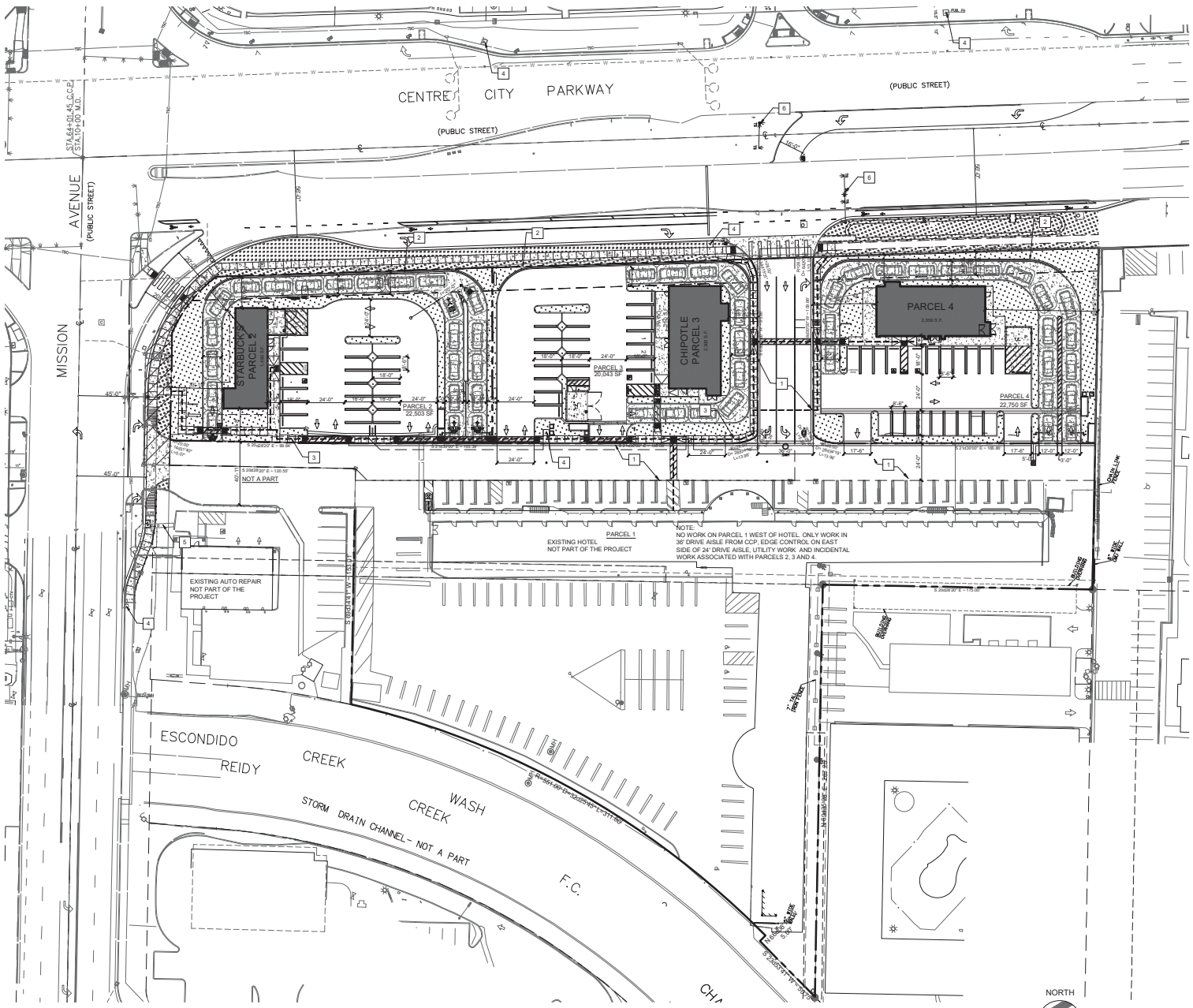
General Plan Land Use and Zoning



CITY of ESCONDIDO

STAFF REPORT





OVERALL SITE PLAN

SCALE: 1"=30'-0" (1)

VICINITY MAP

PROJECT DESCRIPTION

THE PROJECT PROPOSES TO CONSTRUCT THREE DRIVE-THRU RESTAURANTS ON AN EXISTING DEVELOPED SITE. THE SITE WILL BE DIVIDE INTO FOUR PARCELS: 2-4 WILL FOR THE DRIVE-THRU RESTAURANTS. PARCEL 1 IS FOR THE EXISTING HOTEL. THE PROJECT PROPOSED OF SITE IMPROVEMENT INCLUDING THE RIGHT TURN LANE FROM MISSION TO CENTER CITY PARKWAY AND LEFT TURN POCKET INTO THE SITE INCLUDING TRAFFIC SIGNALING.

PROJECT NOTES

CONDITIONAL USE PERMIT
CASE NUMBER: PL24-0057, PL24-0198. PL22-0396. PL22-0397, PL22-0398

ADDRESS: SOUTH EAST CORNER OF MISSION AVE AND CENTER CITY PARKWAY

APN: 229-171-29 AND 229-171-30

ZONING: C-G (GENERAL COMMERCIAL)

PROPOSED LAND USE:
FOR PARCEL 2,3 AND 4: DRIVE-THRU RESTAURANTS.
PARCEL 1: EXISTING HOTEL

SITE AREA: 3.70 ACRES ±
PARCEL 1 - 95,746 S.F. , 2.198 AC
PARCEL 2 - 22,503 S.F. , 0.516 AC
PARCEL 3 - 20,043 S.F. , 0.460 AC
PARCEL 4 - 22,750 S.F. , 0.522 AC

REQUIRED SET BACKS:
FRONT: 15' FACING CENTER CITY PARKWAY
SIDE: NONE
STREET SIDE: NONE
REAR: NONE

PROPOSED BUILDING AREA	COVERAGE
PARCEL 2: 1,460 S.F.	6.60%
PARCEL 3: 2,300 S.F.	11.25%
PARCEL 4: 2,350 S.F.	10.62%

PARKING:
REQUIRED: 20 SPACES FOR A DRIVE THRU RESTAURANT
PROVIDED: 20 SPACES AT PARCELS 2, 3, 4.
PARCEL 1 EXISTING.
SIZE: 8'-6"x18'-0" STANDARD
9'-0" x 180'-0" ACESSIBLE

PROJECT DIRECTORY

OWNER
501 W. MISSION, LLC
14493 OLD CREEK DRIVE
SAN DIEGO, CA 92131
949-233-6133
ATTN: PATRICK COX

PLANNING AND MAPPING
HWL
2888 LOCKER AVE E., STE 217
CARLSBAD, CA 92010
760-929-2280
ATTN: STAN WEILER

CIVIL ENGINEER
MOUR GROUP ENGINEERING + DESIGN
6593 RIVERDALE STREET
SAN DIEGO, CA 92120
(619) 727-4800
ATTN: ERIN SWEENEY

LANDSCAPE ARCHITECT:
LANDSCAPE ARCHITECTURE
MSLA
306 CANYON FALLS DRIVE
FOLSOM, CA 95630
CONTACT: MICHAEL SHULAR
(916) 989-3372

ARCHITECTURE/STRUCTURAL ENGINEERING
MOUR GROUP ENGINEERING + DESIGN
6595 RIVERDALE STREET
SAN DIEGO, CA 92120
(619) 727-4800
ATTN: GLENN MOURITZEN
JOSEPH SKIMMING

GENERAL NOTES

A. SEE CIVIL AND LANDSCAPE DRAWING FOR OFF-SITE WORK.

SITE PLAN KEY NOTES:

1. EASEMENT
2. 3' CMU SCREEN WALL
3. ACCESSIBLE PATH OF TRAVEL
4. FIRE HYDRANT
5. EXISTING POLE SIGN
6. PROPOSED TRAFFIC SIGNAL

Revisions:

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SAN DIEGO, CA. 92120
PH. 619.727.4800

PROJECT
PROPOSED DEVELOPMENT
PARCEL 2
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
501 WEST MISSION, LLC
c/o PATRICK COX
14493 OLD CREEK ROAD
SAN DIEGO, CA 92131

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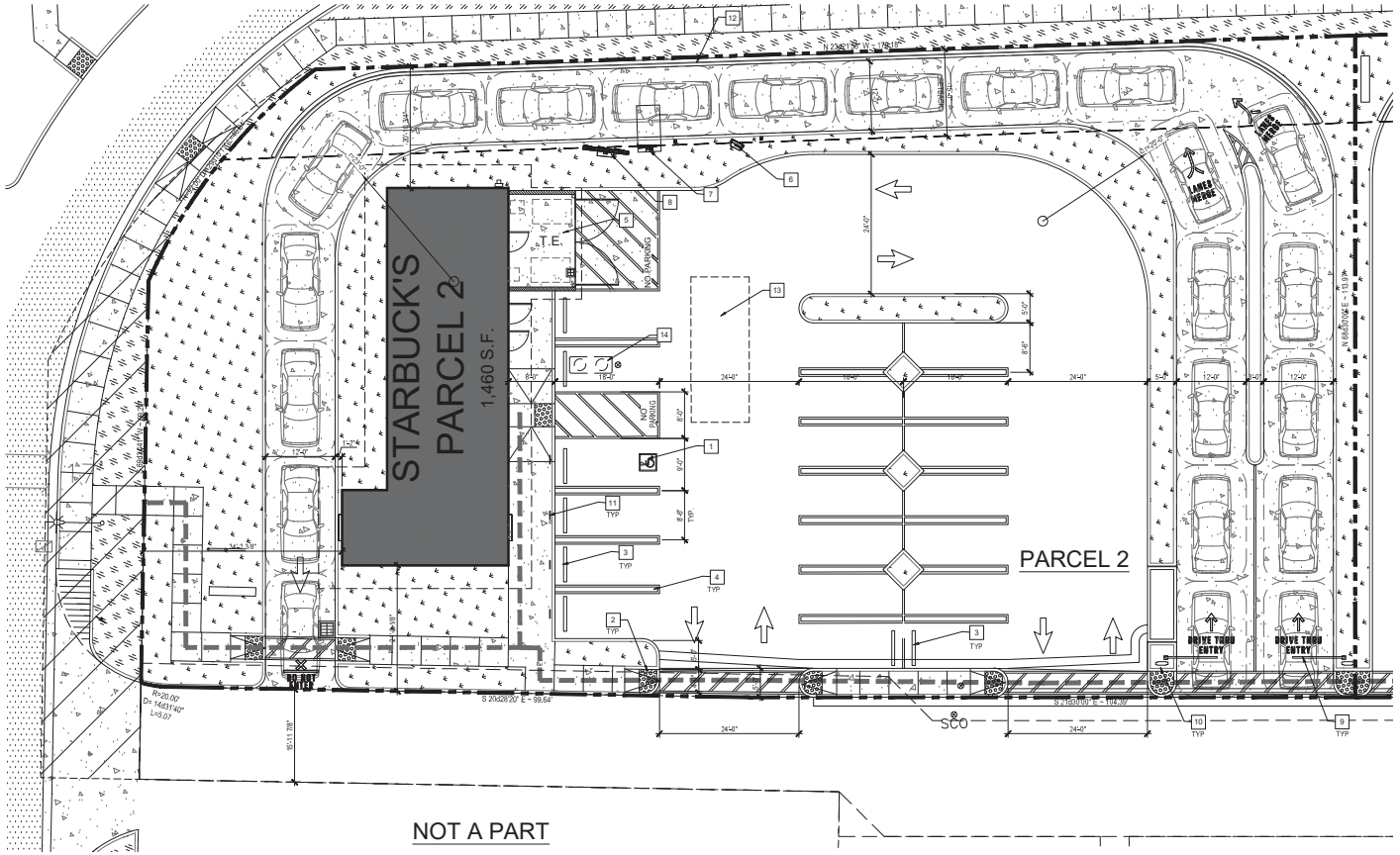
DATE:	AUGUST 23, 2024
PROJECT NO.:	WM2301
DRAWN:	MOUR GROUP
SCALE:	AS SHOWN

SHEET TITLE:
OVERALL
SITE PLAN

SHEET #
AS000

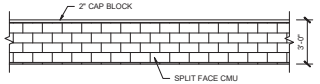


SITE PLAN PARCEL 1

GRAPHIC SCALE: 1" = 10'

SCALE: 1"=10'-0" 1

NORTH



TYPICAL SCREEN WALL

SCALE: 1/4"=1'-0" 2

PARCEL 2 INFORMATION

PARCEL 2 AREA - 22,096 S.F.

PROPOSED BUILDING AREA
PARCEL 2: 1,460 S.F.

COVERAGE
6.59% PROPOSED

OCCUPANCY: A2/B DRIVE THUR RESTAURANT
NOTE PROPOSED BUILDING WILL A DRIVE-THRU ONLY, NO CUSTOMER SEATING

CONSTRUCTION TYPE: VB - NO SPRINKLERS

PARKING:
REQUIRED: 20 SPACES FOR A DRIVE THRU RESTAURANT
PROVIDED: 20 SPACES AT PARCELS 2, 3, 4.
SIZE: 8'-6"x18'-0" STANDARD
9'-0" x 180'-0" ACESSIBLE

SITE PLAN KEY NOTES:

1. ACCESSIBLE PARKING STALL
2. CURB RAMP WITH TRUNCATED DOMES
3. WHEEL STOP
4. PARKING STRIPING
5. TRASH ENCLOSURE , WITH 6'-0" CMU WALLS, METAL GATES AND ROOF.
6. PRE-ORDER BOARD, BY TENANT UNDER SEPARATE PERMIT
7. ORDER SCREEN, BY TENANT UNDER SEPARTE PERMIT
8. MENU BOARD, BY TENANT UNDER SEPARATE PERMIT
9. HEIGHT RESTRICTION BAR, BY TENANT UNDER SEPARATE PERMIT
10. DRIVE-THRU SIGN, BY TENANT UNDER SEPARATE PERMIT
11. MOBILE ORDER PICK-UP SIGN BY TENANT
12. 3 FOOT HIGH CMU SCREEN WALL. SEE DETAIL 2 BELOW.
13. 10'-0" X 25'-0" X 14 HIGH LOADING AREA
14. GREASE INTERCEPTOR

SITE PLAN LEGEND

INDICATES LANDSCAPING, SEE LANDSCAPE PLANS

INDICATES CONCRETE PAVING

INDICATES PATH ACCESSIBLE OF TRAVEL

Revisions:

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PH. 619.727.4800

PROJECT
PROPOSED DEVELOPMENT
PARCEL 2
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
501 WEST MISSION, LLC
c/o PATRICK COX
14493 OLD CREEK ROAD
SAN DIEGO, CA 92131

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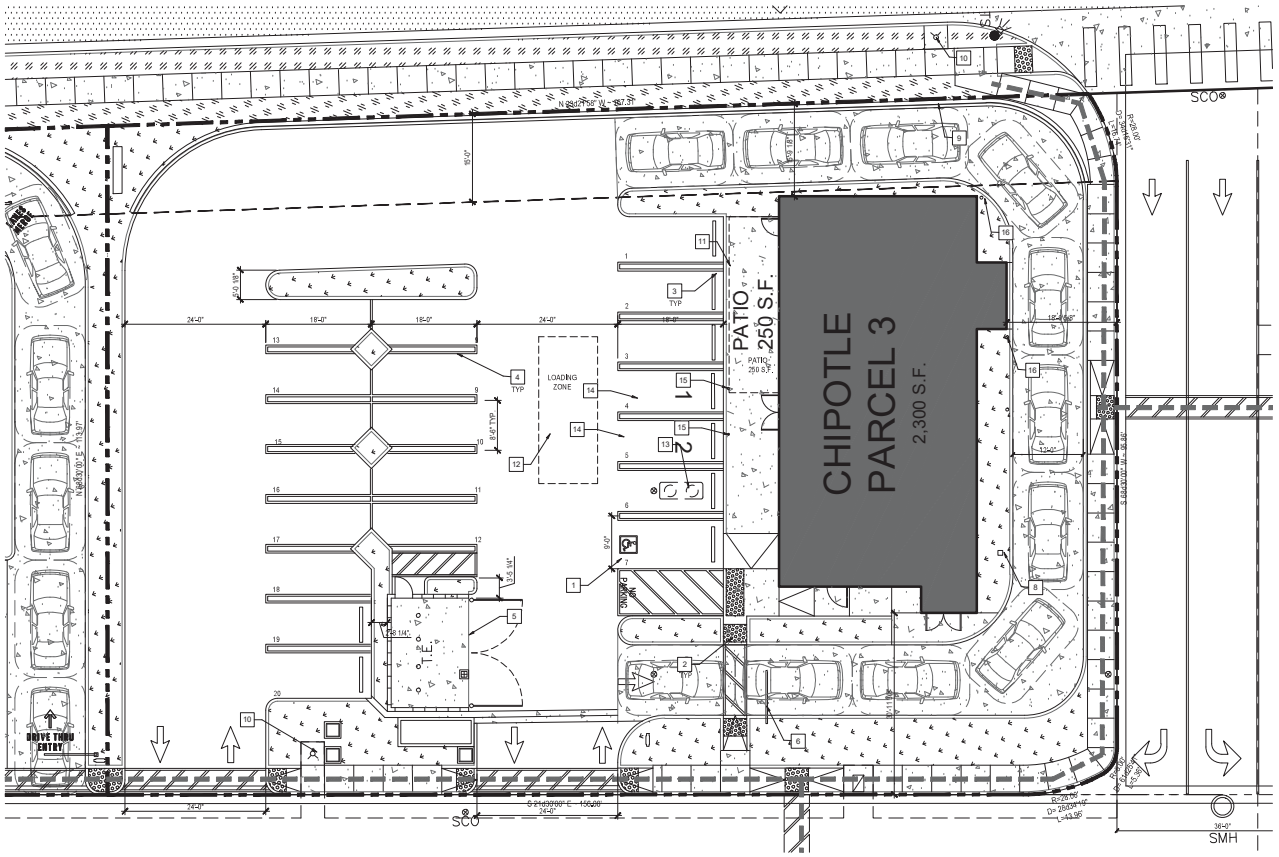
DATE:	AUGUST 23, 2024
PROJECT NO.:	WM2301
DRAWN:	MOUR GROUP
SCALE:	AS SHOWN

SHEET TITLE:
ENLARGED SITE PLAN PARCEL 2

SHEET #
AS201

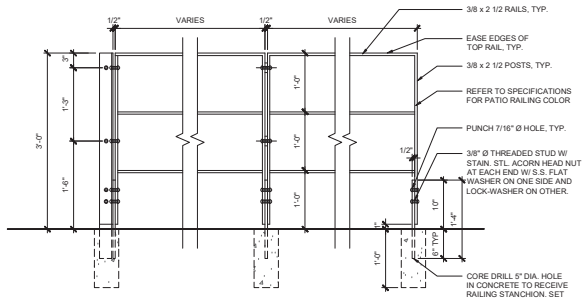


SITE PLAN PARCEL 3

SCALE: 1"=10'-0" (1)

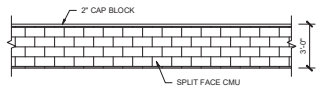
GRAPHIC SCALE: 1" = 10'

NORTH



PATIO RAILING

SCALE: 1"=1'-0" (3)



TYPICAL SCREEN WALL

SCALE: 1/4"=1'-0" (2)

PARCEL 3 INFORMATION

PARCEL 3 AREA - 20,428 S.F.

PROPOSED BUILDING AREA — COVERAGE
PARCEL 3: 2,300 S.F. — 11.06%

OCCUPANCY: A2 DRIVE THUR RESTAURANT

CONSTRUCTION TYPE: VB - NO SPRINKLERS

PARKING:
REQUIRED: 20 SPACES FOR A DRIVE THRU RESTAURANT
PROVIDED: 20 SPACES
SIZE: 8'-6"x18'-0" STANDARD
9'-0" x 180'-0" ACESSIBLE

SITE PLAN KEY NOTES:

1. ACCESSIBLE PARKING STALL
2. CURB RAMP WITH TRUNCATED DOMES
3. WHEEL STOP
4. PARKING STRIPING
5. TRASH ENCLOSURE , WITH 6'-0" CMU WALLS, METAL GATES, ROOF AND BOLLARDS
6. HEIGHT RESTRICTION BAR, BY TENANT UNDER SEPARATE PERMIT
7. DRIVE-THRU SIGN, BY TENANT UNDER SEPARATE PERMIT
8. ANNOUNCE SIGN BY TENANT UNDER SEPARATE PERMIT
9. 3 FOOT HIGH CMU SCREEN WALL. SEE DETAIL BELOW.
10. PROPOSED FIRE HYDRANT
11. PATIO RAILING, SEE DETAIL BELOW
12. 10'-0" X 25'-0" X 14' HIGH LOADING AREA
13. GREASE INTERCEPTOR
14. PULL- IN SPACES
15. PICK-UP PARKING SIGN
16. BOLLARD

SITE PLAN LEGEND

INDICATES LANDSCAPING, SEE LANDSCAPE PLANS

INDICATES CONCRETE PAVING

INDICATES ACCESSIBLE PATH OF TRAVEL

Revisions:

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PH. 619.727.4800

PROJECT
CONDITIONAL USE PERMIT
PARCEL 3
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
501 WEST MISSION, LLC
c/o PATRICK COX
14493 OLD CREEK ROAD
SAN DIEGO, CA 92131

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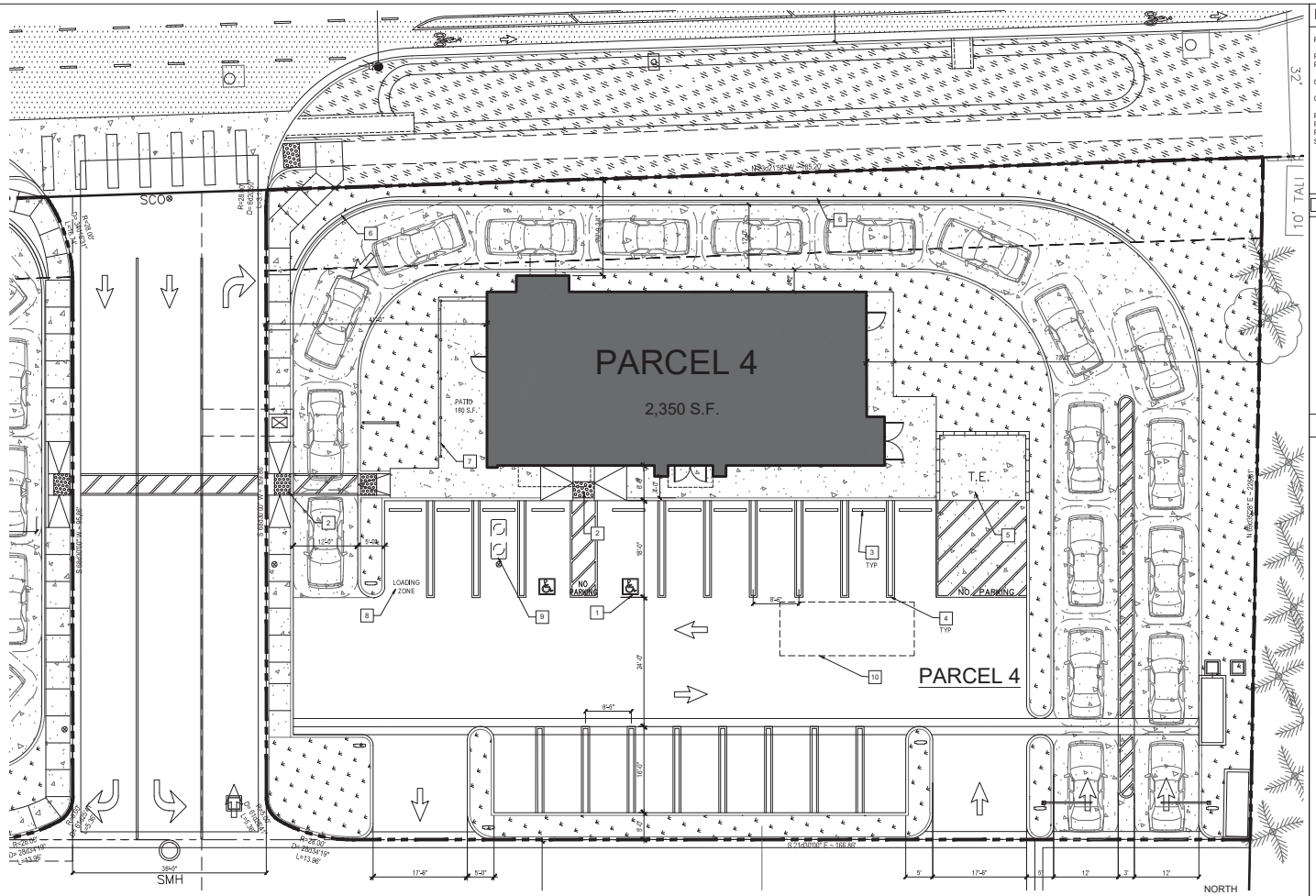
DATE:	MAY 7, 2024
PROJECT NO.:	WM2301
DRAWN:	MOUR GROUP
SCALE:	AS SHOWN

SHEET TITLE:
ENLARGED SITE PLAN PARCEL 3

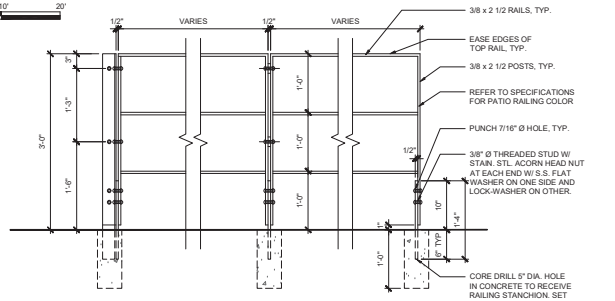
SHEET #
AS301



SITE PLAN PARCEL 4

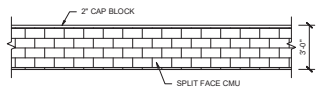
GRAPHIC SCALE: 1" = 10'

SCALE: 1"=10'-0" 1



PATIO RAILING

SCALE: 1"=1'-0" 3



TYPICAL SCREEN WALL

SCALE: 1/4"=1'-0" 2

PARCEL 4 INFORMATION

PARCEL 4 AREA - 22,750 S.F.

PROPOSED BUILDING AREA COVERAGE
PARCEL 3: 2,350 S.F. 10.26%

OCCUPANCY: A2 DRIVE THUR RESTAURANT

CONSTRUCTION TYPE: VB - NO SPRINKLERS

PARKING:
REQUIRED: 20 SPACES FOR A DRIVE THRU RESTAURANT
PROVIDED: 20 SPACES
SIZE: 8'-6"x18'-0" STANDARD
9'-0" x 18'0" ACESSIBLE

SITE PLAN KEY NOTES:

1. ACCESSIBLREE PARKING STALL
2. CURB RAMP WITH TRUNCATED DOMES
3. WHEEL STOP
4. PARKING STRIPING
5. TRASH ENCLOSURE , WITH 6'-0" CMU WALLS, METAL GATES AND ROOF.
6. 3 FOOT HIGH CMU SCREEN WALL. SEE DETAIL BELOW.
7. PATIO RAILING. SEE DETAIL BELOW
8. LOADING ZONE
9. GREASE INTERCEPTOR
10. 10'-0" X 25'-0" X14' H LOADING AREA

SITE PLAN LEGEND

INDICATES LANDSCAPING, SEE LANDSCAPE PLANS

INDICATES CONCRETE PAVING

INDICATES ACCESSILBE PATH OF TRAVEL

Revisions:

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PH. 619.727.4800

PROJECT
CONDITIONAL USE PERMIT
PARCEL 4
CENTRE CITY PARKWAY AND MISSION AVENUE
ESCONDIDO, CA 92025

CLIENT:
501 WEST MISSION, LLC
c/o PATRICK COX
14493 OLD CREEK ROAD
SAN DIEGO, CA 92131

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DATE:	AUGUST 23, 2024
PROJECT NO.:	WM2301
DRAWN:	MOUR GROUP
SCALE:	AS SHOWN

SHEET TITLE:
ENLARGED SITE PLAN PARCEL 4

SHEET #
AS401

Attachment 2

FINAL IS/MND

PLANNING CASE NOs.
PL24-0057/PL22-0396/PL22-0397/PL22-0398/PL24-0198

Due to the number of pages of Attachment “2”, links have been provided for review of the following items:

Response to Comments

Appendices to the Response to Comments:

Appendix A – Notice of Intent

Appendix B - Notice of Completion

Appendix C – Modifications Memorandum (Transportation, Noise, and Air Quality/Greenhouse Gas/ Energy Impacts)

Appendix D – Final Initial Study and Notice of Intent to Adopt a Mitigated Negative Declaration

The technical appendices may be reviewed at the following links:

Appendix A – Air Quality, Global Climate Change, and Energy Impact Analysis

Appendix B – Historic Resources:

B.1 Historic Structure Assessment

B.2 Historic American Building Survey

Appendix C – Geotechnical Engineering Investigation

Appendix D – Stormwater Quality Management Plan

D.1 – Parcel 2 (Starbucks)

D.2 – Parcel 3 (Chipotle)

D.3 – Parcel 4

Appendix E – Noise Impact Analysis

Appendix F – Traffic Impact Analysis

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

NOTICE OF DETERMINATION

DATE: November 21, 2024

TO: ___ Office of Planning Research
State Clearinghouse
P.O. Box 3044
Sacramento, CA 95812-3044

Street Address:
1400 Tenth St. Rm 113
Sacramento, CA 95814

FROM: City of Escondido
201 North Broadway
Escondido, CA 92025
(Lead Agency)

___ San Diego County Recorder's Office
Attn: Fish and Wildlife Notices
1600 Pacific Highway, Room 260
San Diego, CA 92101
MS: A-33

SUBJECT: **Filing of Notice of Determination in compliance with Section 21152 of the Public Resources Code.**

Mission/CCP TPM & Drive Through Facilities – PL24-0057/PL22-0396/PL22-0397/PL22-0398/PL24-0198
Project Title/Case No.

2024071028 — State Clearinghouse Number (if submitted to State Clearinghouse)
City of Escondido — Lead Agency

503 W Mission LLC, 14493 Old Oak Creek Road, San Diego, CA 92131 858-442-2495
Project Applicant, Address and Phone Number

Ivan Flores, AICP Senior Planner, City of Escondido — Contact Person
760-839-4529 — Telephone Number
ivan.flores@escondido.gov — Email

Project Location (Include County): The proposed project is located within the City of Escondido, County of San Diego, at the southwest corner of W Mission Avenue and Centre City Parkway, and is addressed as 501 – 503 W Mission Avenue. Assessor's Parcel Nos. (APNs 229-171-30 and 229-171-29-00).

Project Description: A request for approval of a Tentative Parcel Map to allow the subdivision of a 3.74-acre property comprised of two (2) parcels into four (4) parcels, three (3) Conditional Use Permits for drive-through facilities, and a Design Review Permit for the construction of the facilities ("Project"). The Project includes a non-emergency demolition of an existing building (over 50 years old) previously occupied by a restaurant use and redevelopment of the site with three new commercial/food service uses totaling 6,110 square feet. Parcel 1, located in the westerly portion of the Project site, would be approximately 2.19 acres, and would retain the existing 85-room Quality Inn Hotel and its associated parking. Parcel 2, located in the northeasterly portion of the Project site, would be 0.50 acres and would include a 1,460 square foot coffee shop with drive through window. Parcel 3, located in the southeasterly portion of the Project site, would be 0.48 acres and would include a 2,300 square foot fast food restaurant with drive through window (pick up only – no drive through ordering). Parcel 4, located in the southeasterly portion of the Project site, would be 0.53 acres and would include a 2,350 square foot fast food restaurant with drive through window, and includes a request for a 45 percent reduction in the required amount of off-street parking spaces via the Conditional Use Permit.

Case Nos. PL24-0057/PL22-0396/PL22-0397/PL22-0398/PL24-0198
Mission/CCP TPM and Drive-through facilities
November 21, 2024

This is to advise that on , the Escondido City Council (Lead Agency) has approved the above described project, and adopted a Mitigated Negative Declaration (City File Nos. PL24-0057/PL22-0396/PL22-0397/PL22-0398/PL24-0198; Resolution No. 2024-164), and has made the following determinations regarding the proposed project:

1. The project **X will not** have a significant effect on the environment.

2. **X** A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.

3. Mitigation measures **_X_were** adopted for this project.

4. A mitigation reporting or monitoring plan **_X_ was** adopted for this project

5. A Statement of Overriding Considerations **_X_ was not** adopted for this project.

6. Findings **_X_were**, made pursuant to the provisions of CEQA.

This is to certify that a copy of the Final Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (City File No. PL24-0057/PL22-0396/PL22-0397/PL22-0398/PL24-0198. and Resolution No. 2024-164), and record of project approval(s) with any comments and responses are available for review by the general public at the City of Escondido Planning Division, 201 N. Broadway, Escondido, California 92025. Telephone number: 760-839-4671. The City of Escondido has complied with CEQA in preparation of the final adopted Initial Study/Mitigated Negative Declaration.

Name of Official Filing Notice: Ivan Flores, AICP, Senior Planner

City of Escondido
Lead Agency

Signature:

Date: November 21, 2024

Date Received for Filing

Filing Fee Transmitted to County Clerk $2,966.75

STAFF REPORT

November 20, 2024
File Number 0810-15

SUBJECT

EXTENSION OF INTERIM URGENCY ORDINANCE PROHIBITING NEW COMMERCIAL BATTERY ENERGY STORAGE SYSTEMS WITHIN THE CITY OF ESCONDIDO

DEPARTMENT

City Attorney's Office and Development Services Department

RECOMMENDATION

Request the City Council adopt Interim Ordinance No. 2024-14 extending Urgency Ordinance No. 2024-12R prohibiting new commercial Battery Energy Storage Systems within the City of Escondido, including the Report Regarding Measures Taken to Alleviate Conditions which Led to Adoption of Urgency Ordinance No. 2024-12R.

Staff Recommendation: None (Development Services: Christopher W. McKinney, Deputy City Manager)

Presenter: Veronica Morones, City Planner

ESSENTIAL SERVICE – Yes, Land Use/Development

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

No direct fiscal costs are associated with the adoption of this Interim Urgency Ordinance.

PREVIOUS ACTION

On August 28, 2024, the City Council adopted Resolution No. 2024-113 expressing its position and recommendations on Battery Energy Storage Systems projects in and adjacent to the City of Escondido.

On October 9, 2024, the City Council adopted, with modification, Ordinance No. 2024-12R, an Interim Urgency Ordinance prohibiting new commercial Battery Energy Storage Systems within the City of Escondido ("City") for 45-days.

BACKGROUND

At the October 9, 2024 City Council meeting, the Council adopted, with modification, Ordinance No. 2024-12, pursuant to Government Code 65858(a), approving a 45-day prohibition on new commercial Battery

Energy Storage Systems ("BESS") within the City ("Urgency Ordinance No. 2024-12R"). The Council approved Ordinance No. 2024-12R with a modification directing City staff to include evaluation of minimum workforce standards and development of an emergency response plan in their study of commercial BESS facilities.

Both the October 9, 2024 City Council staff report and adopted Urgency Ordinance No. 2024-12R are provided under Attachment "1" of this report. Urgency Ordinance No 2024-12R prohibits any use, permit, variance, building permit, business license, or any other entitlement from being approved or issued for establishment, construction, or operation of a commercial BESS facility within the City. Urgency Ordinance No. 2024-12R will expire on November 23, 2024.

Extension of Urgency Ordinance and 10-Day Report

Under State law, after notice and a public hearing, an Interim Ordinance can be extended for 10 months and 15 days following the initial 45-day period by a **four-fifths vote by the City Council** (Government Code section 65858(a)). Upon adoption, this Ordinance (No. 2024-14) will extend the provisions of Urgency Ordinance No. 2024-12R for 10 months and 15 days to provide staff with additional time to study the potential impacts of commercial BESS facilities and measures for mitigating the public safety, health and welfare, and economic development concerns described in the Ordinance's findings. Should the City Council choose to extend Urgency Ordinance No. 2024-12R for the maximum duration allowed under State law (10 months and 15 days) by adopting Ordinance No. 2024-14, then Urgency Ordinance 2024-12R would expire on October 5, 2025.

Under State law, the City Council must issue a written report describing the measures taken to alleviate the condition which led to the adoption of the initial Interim Ordinance 10 days prior to the expiration of the Interim Ordinance (Government Code section 65858(d)). Exhibit "A" to Ordinance No. 2024-14 provides such report and describes the measures taken to alleviate the condition which led to the adoption of Urgency Ordinance No. 2024-12R, as required by State law. The 10-day report was made publicly available no later than Wednesday, November 13, 2024, 10-days prior to the November 23, 2024 expiration of Urgency Ordinance No. 2024-12R.

Since the adoption of Urgency Ordinance No. 2024-12R on October 9, 2024, staff continue to review, study, and consider land use development policies and standards related to commercial BESS facilities that could be added to the City's Zoning Ordinance and General Plan. As outlined in the 10-day Report (Exhibit "A" to Ordinance No. 2024-14) staff identified at least one city within California with an adopted "Energy Storage Facility" Ordinance (City of Beaumont, Ordinance No. 1142), prohibiting energy storage facilities in all zones except their industrial zone; adopting definitions for jargon associated with BESS facilities; and adopting use standards for such facilities. Staff also reviewed contemporary literature on BESS facilities and contacted potential affected parties associated with a commercial BESS facility prohibition and policy development. As of the writing of this report, staff contacted at least one stakeholder with knowledge on minimum workforce standards associated with commercial BESS facilities.

Additionally, City staff continue to evaluate and review the cause of the BESS fire located at 571 Enterprise Street and evaluate the requirement for BESS facilities to develop an emergency response plan. Finally, staff is reviewing the County of San Diego's draft policy recommendations for BESS projects.

Based on this initial research and review, staff recommends additional deliberation and time to determine a best course of action for commercial BESS facility regulation. Staff remain concerned that a lack of local land use regulations surrounding commercial BESS facilities within the City would result in negative economic impacts inconsistent with the City's adopted 2023 to 2028 Comprehensive Economic Development Strategy and potential public health and safety risks associated with the ignition of fires, including "thermal runaways," from these facilities. Therefore, City staff recommend additional time to further investigate these issues, formulate recommendations for City Council consideration, and explore potential amendments to the City's Zoning Ordinance and/or General Plan to mitigate potential risks. Adoption of Ordinance No. 2024-14 by **four-fifths of the City Council** would extend Urgency Ordinance 2024-12R for an additional 10-months and 15-days unless earlier repealed, terminated, or extended by the City Council.

CEQA Determination

This Interim Ordinance is not subject to CEQA (Public Resources Code §21000, et seq.) pursuant to CEQA Guidelines (Cal. Code Regs., tit. 14, §15000 et seq.) Section 15060(c)(2) as the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment Further, the 10-Day Report merely describes actions previously taken to alleviate the conditions which led to the adoption of Urgency Ordinance No. 2024-12R.

Alternatively, the Interim Ordinance is exempt from CEQA under CEQA Guidelines Sections 15061(b)(3), and, in the alternative, 15307, and, in the alternative, 15308. Here, this Interim Ordinance will extend the current prohibition on certain projects from being able to proceed for a period of time during which the City will study the potential development. This activity is meant to assure the protection of the environment and natural resources by studying the hazards associated with BESS facilities, such as unique fire and explosion hazards, for potential development of zoning regulations for BESS facilities. Further, the 10-Day Report merely describes actions previously taken to alleviate the conditions which led to the adoption of Urgency Ordinance No. 2024-12R.

Alternatively, this Interim Ordinance is exempt from CEQA pursuant to Public Resources Code Section 21080(b)(4) and CEQA Guidelines Section 15269(c) because it prevents a clear and imminent danger that requires immediate action to prevent or mitigate the loss of, or damage to, life, health, property, and essential public services.

ORDINANCES

a) Ordinance No. 2024-14

CITY of ESCONDIDO

STAFF REPORT

b) Ordinance No. 2024-14 – Exhibit "A"— 10-day Report Regarding Measures Taken to Alleviate Conditions which Led to Adoption of Urgency Ordinance No. 2024-12R

ATTACHMENTS

a) Attachment "1" – October 9, 2024 City Council Staff Report and adopted Ordinance No. 2024-12R

ORDINANCE NO. 2024-14

AN INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO EXTENDING URGENCY ORDINANCE NO. 2024-12R PROHIBITING NEW COMMERCIAL BATTERY ENERGY STORAGE SYSTEMS WITHIN THE CITY OF ESCONDIDO, ADOPTED AS AN URGENCY MEASURE; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA

WHEREAS, the City of Escondido, California, (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, in general, a Battery Energy Storage Systems ("BESS") facility collects energy from the grid, stores it, and then discharges that energy later to provide electricity or other grid services when needed, typically at times of high demand; and

WHEREAS, Escondido Energy Center, LLC ("Applicant") is proposing to construct a BESS facility on land currently owned by Escondido Energy Center, LLC located at 1968 Don Lee Place (Assessor’s Parcel No.: 228-381-74-00); and

WHEREAS, on February 7, 2024**,** Applicant filed a land use development application (Planning Case No. PL24-0037), constituting a request for Major Plot Plan to establish a 50-megawatt (MW) BESS facility comprised of 31 lithium-ion battery storage enclosures (“Project”). The proposed Project is located within the General Industrial (M-2) zoning designation. Article 26 of the Escondido Zoning Ordinance (Chapter 33 of the Escondido Municipal Code) permits for a wide-range of activities, including those considered “heavy” or “intensive” outside storage needs, heavier equipment, and operational characteristics that require the least restrictive design standards. The General Industrial zoning designation specifically allows for power plants, oil refineries and bulk stations, transmission facilities, and uses involving hazardous chemicals and waste, all of which are similar in intensity of a BESS; and

WHEREAS**,** a BESS within the General Industrial zone would be permitted via the Major Plot Plan review process as outlined and pursuant to Article 61 (Administration and Enforcement), Division 8 (Plot Plans) of Chapter 33 (Zoning) of the Escondido Municipal Code; and

WHEREAS, the City's current Zoning Regulations do not contain criteria specifically for BESS facilities; and

WHEREAS, in 2022, the Governor signed into law Assembly Bill 205 ("AB 205"), which expands the California Energy Commission's ("CEC") powerplant siting authority, previously limited to thermal powerplants, to certain renewable energy facilities, including energy storage systems (as defined in Pub. Util. Code section 2835) that are capable of storing 200 Megawatt-hours or more of electrical energy; and

WHEREAS**,** pursuant to AB 205 (as codified at Pub. Res. Code Division 15, Chapter 6.2), an applicant proposing to build a qualifying energy facility may file an "opt- in application for certification" at the CEC and the CEC's permitting authority over the proposed project is "in lieu of any permit, certificate, or similar document required by a state, local, or regional agency, or federal agency, to the extent permitted by federal law, for those facilities"; and

WHEREAS, in reviewing so-called opt-in projects, the CEC functions as the Lead Agency for purposes of California Environmental Quality Act ("CEQA") review. In certifying an opt-in project, the CEC must make certain findings; and

WHEREAS, whether or not an Applicant's proposed project requires local entitlement approvals, there remain significant public safety-related concerns that must be analyzed prior to any BESS project moving forward within Escondido, whether at the 1968 Don Lee Place site or elsewhere in the community; and

WHEREAS**,** there have been several recent fires at BESS facilities in and around the City as well as throughout California and nationwide. BESS facilities that use lithium-ion batteries create particularly unique fire and explosion hazards. Lithium-ion batteries are inherently safe and stable but certain conditions elevate the risk of fire such as impacts, puncture, or mechanical damage, overcharging, overheating, and short circuits. The site for the pending application is within 700 feet of established residential uses located with the County; and

WHEREAS, on August 28, 2024, the City Council adopted Resolution No. 2024-113, which is incorporated herein as though set forth in full, outlining the Council's concerns with the proliferation of BESS projects in and around the City of Escondido, including negative economic impacts inconsistent with the City's adopted 2023 to 2028 Comprehensive Economic Development Strategy and potential public health and safety risks associated with the ignition of fires, including "thermal runaways," from these facilities; and

WHEREAS, on September 5, 2024, at approximately 12:09 p.m., the Escondido Fire Department responded to a fire at a 30 MW San Diego Gas and Electric ("SDG&E") BESS facility located at 571 Enterprise Street within the City of Escondido ("Incident"). The Incident entailed an active fire of a Lithium-Ion battery bank used for the purposes of energy storage. Due to specific hazards resulting from the burning of Lithium-Ion batteries, the City deployed a defensive strategy focused on protecting adjacent structures containing additional batteries and implemented evacuations of the surrounding area. Mandatory evacuations resulting from the Incident included an area approximately one square mile for approximately 48-hours. Certain Escondido Unified School District schools and facilities shut down as a result of the fire as well. Responders from the Escondido Fire Department and Police Departments, as well as the San Diego County Hazardous Materials Division, Health Departments, and SDG&E monitored the site, including water and air sampling for public health and safety.; and

WHEREAS**,** on October 7, 2023, the Governor of California signed into law Senate Bill 38 ("SB 38"), which amends California Public Utilities Code Section 761.3 to address safety concerns with BESS projects. SB 38 requires every BESS facility in California to establish an emergency response and emergency action plan for the facility to protect surrounding residents, neighboring properties, emergency responders, and the environment. The BESS facility owner or operator must coordinate with local emergency management agencies, unified program agencies, and local first responders to develop the plan, and submit the plan to the county and the city where the facility is located; and

WHEREAS, given the fairly new technology, lack of long-term study of the performance and risk associated with these facilities, as well as the ever-increasing megawatt capacity of these projects, the City of Escondido has not had an adequate opportunity to undertake a comprehensive study of the developing technologies and designs such that it can publish appropriate development guidelines for these projects to ensure the public's welfare and safety; and

WHEREAS, California Government Code Section 65858 provides that, without following the procedures otherwise required prior to the adoption of a zoning ordinance, an urgency measure in the form of an interim ordinance may be adopted by a four-fifths vote of the City Council to protect the public from a current and immediate threat to the public health, safety, or welfare resulting from a contemplated zoning proposal; and

WHEREAS, Government Code Section 65868 further provides that such an urgency measure shall be effective for only 45 days following its adoption, but may be extended beyond the initial 45-day period, following compliance with that Section, for an additional 10 months and 15 days and subsequently for an additional 12 months; and

WHEREAS, at its October 9, 2024, City Council meeting, staff's findings demonstrated that the

potential for development of new commercial BESS facilities within the City without adequate land use policies and standards in place to implement SB 38 and to prevent potentially catastrophic interference with nearby communities presents a current and immediate threat to the public's safety and welfare, and the approval of use permits, building permits, or other applicable entitlements for such uses would threaten public safety and welfare; and

WHEREAS, at its October 9, 2024, meeting, the City Council voted to approve an Interim Ordinance prohibiting new commercial battery energy storage systems within the City, unless a use permit was approved prior to October 9, 2024, based upon a need for the immediate preservation of the public health, safety, and welfare as set forth herein, for an initial period of forty-five days while City staff researched and selected the best recommended course of action to address the safety-related concerns regarding BESS facilities ("Urgency Ordinance No. 2024-12R"); and

WHEREAS, the temporary prohibition on BESS facilities is scheduled to expire on November 23, 2024; and

WHEREAS, City staff has issued a written report to the City Council on the progress of its study along with measures taken to alleviate the condition that led to the adoption of Urgency Ordinance No. 2024-12R; and

WHEREAS, City staff is still in the process of conducting research to understand the impacts of BESS facilities and uses on community welfare and explore potential amendments to the City's Municipal Code and General Plan in relation to BESS facilities, including but not limited to review, evaluation, and comment on the San Diego County BESS Best Practices – Policy Recommendations for Battery Energy Storage Systems Projects Report which is being developed by the County; and

WHEREAS, City staff remains concerned that the absence of adequate land use policies and

standards to address BESS facilities, including those necessary to implement SB 38 and prevent potentially catastrophic impacts to nearby residents and environmental resources, poses a current and immediate threat to the public's safety and welfare; and

WHEREAS, in light of the significant safety risks associated with BESS facilities, City staff seeks additional time to further investigate these issues, formulate recommendations for City Council consideration, and explore adjustments to the City's General Plan and Zoning Regulations to mitigate the safety risks associated with BESS facilities.

NOW, THEREFORE, the City Council of the City of Escondido does ordain as follows:

SECTION 1. The recitals above are each incorporated by reference and adopted as findings by the City Council.

SECTION 2. This Interim Ordinance is not subject to the CEQA (Public Resources Code §21000, et seq.) pursuant to CEQA Guidelines (Cal. Code Regs., tit. 14, §15000 et seq.) Section 15060(c)(2) [activity will not result in a direct or reasonably foreseeable indirect physical change in the environment]. Here, this Interim Ordinance is merely extending the current prohibition on certain projects from proceeding for a period of time during which the City will study the potential development. As a result, this Interim Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment. Further, the 10-Day Report, attached to this Ordinance as Exhibit “A”, merely describes actions previously taken to alleviate the conditions which led to the adoption of Urgency Ordinance No. 2024-12R.

Alternatively, this Interim Ordinance is exempt from CEQA under CEQA Guidelines Sections 15061(b)(3) [it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment], and, in the alternative, 15307 [Class 7 categorical exemption for

regulatory activity to assure the protection of natural resources], and, in the alternative, 15308 [Class 8 categorical exemption for regulatory activity to assure the protection of the environment]. Here, this Interim Ordinance will extend the current prohibition on certain projects from being able to proceed for a period of time during which the City will study the potential development. This activity is meant to assure the protection of the environment and natural resources by studying the hazards associated with BESS facilities, such as unique fire and explosion hazards, for potential development of zoning regulations for BESS facilities. Currently, there are no commercial BESS facilities in the city. This Project merely preserves the status quo. Further, the 10-Day Report merely describes actions previously taken to alleviate the conditions which led to the adoption of Urgency Ordinance No. 2024-12R.

Alternatively, this Interim Ordinance is exempt from CEQA pursuant to Public Resources Code Section 21080(b)(4) and CEQA Guidelines Section 15269(c) because it prevents a clear and imminent danger that requires immediate action to prevent or mitigate the loss of, or damage to, life, health, property, and essential public services. Here, this Interim Ordinance will extend the current prohibition on certain projects from being able to proceed for a period of time during which the City will study the potential development. This activity is meant to prevent or mitigate the loss of, or damage to, life, health, property, and essential public services by studying the hazards associated with BESS facilities, such as unique fire and explosion hazards, for potential development of zoning regulations for BESS facilities. Further, the 10-Day Report merely describes actions previously taken to alleviate the conditions which led to the adoption of Urgency Ordinance No. 2024-12R.

SECTION 3. This Interim Ordinance is urgently needed for the immediate preservation of the public health, safety, and welfare based on the findings of this Interim Ordinance and corresponding action report. This Interim Ordinance shall take effect immediately upon adoption.

SECTION 4. Urgency Ordinance No. 2024-12R is hereby extended for ten months and fifteen days,

unless earlier repealed by the City Council or extended in accordance with the provisions set forth in California Government Code Section 65858.

SECTION 5. No use permit, variance, building permit, business license, or any other entitlement for use shall be approved or issued for the establishment, construction, or operation of a commercial BESS facility for any location or property within the City of San Juan Capistrano, unless a use permit was approved prior to October 9, 2024, authorizing the establishment, construction, and operation of the commercial BESS facility, in which case the commercial BESS facility may continue in operation as approved but may not be replaced or modified in any manner that would require revision or amendment to the use permit under the City's Zoning Regulations. As used in this ordinance, the term "commercial" means the use of a BESS facility to provide electricity to third parties, for consideration.

SECTION 6. The penalties for land use violations that are prescribed in Sections 33-1310 through 33-1313 of the Escondido Municipal Code shall apply to violations of the provisions of this Interim Ordinance.

SECTION 7. If any provision of this ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of the ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this resolution are severable. The City Council declares that it would have adopted this resolution irrespective of the invalidity of any portion thereof.

SECTION 8. The City Council hereby directs staff to prepare, execute, and file with the County of Orange Clerk a notice of exemption within five working days of the adoption of this Ordinance.

SECTION 9. This extension Ordinance is intended to supplement, not to duplicate or contradict, applicable state and federal law and shall be interpreted in light of that intent.

SECTION 10. Unless further extended by City Council, this extension Ordinance shall remain in effect until close of business on October 5, 2025.

SECTION 11. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 12. Pursuant to Government Code Sections 36934 and 36937(b), this Ordinance shall be effective immediately upon its adoption.

SECTION 13. The City Clerk is hereby directed to certify to the immediate 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.

STAFF REPORT

October 9, 2024
File Number 0810-15

SUBJECT

INTERIM URGENCY ORDINANCE PROHIBITING NEW COMMERCIAL BATTERY ENERGY STORAGE SYSTEMS WITHIN THE CITY OF ESCONDIDO

DEPARTMENT

Development Services Department and City Attorney's Office

RECOMMENDATION

Request the City Council adopt Ordinance No. 2024-12 approving, as an urgency measure, an Interim Ordinance to prohibit new commercial Battery Energy Storage Systems within the City of Escondido.

Staff Recommendation: None (Development Services: Christopher W. McKinney Deputy City Manager and Interim Director of Development Services)

Presenter: Veronica Morones, City Planner

ESSENTIAL SERVICE – Yes, Land Use/Development

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

No direct fiscal costs are associated with the adoption of this interim urgency ordinance.

PREVIOUS ACTION

On August 28, 2024, the City Council adopted Resolution No. 2024-113, expressing its position and recommendations on Battery Energy Storage Systems projects in and adjacent to the City of Escondido.

BACKGROUND

A Battery Energy Storage Systems (BESS) facility collects energy from the grid, stores it, and then discharges that energy later to provide electricity or other grid services when needed, typically at times of high demand. A commercial BESS facility means a facility that would provide electricity to third parties.

At this time, the number of existing commercial BESS facilities within City limits is unclear; however, based on the California Energy Commission's California Energy Storage System survey, there may be up to 27 commercial BESS within zip codes 92025, 92026, 92027, and 92029. Further research would be required

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to determine which of these facilities are located within the City or within unincorporated areas subject to county regulations.

Currently, one application for entitlement of a commercial BESS facility is under review through the Development Services Department. On February 7, 2024, the City's Development Services Department received a submittal for a Major Plot Plan to establish a 50-megawatt (MW) BESS facility comprised of 31 lithium-ion battery storage enclosures at 1968 Don Lee Place. The proposed project is located within the General Industrial (M-2) zoning designation. The City's current zoning regulations do not contain criteria specifically for BESS facilities. The General Industrial Zone (Article 26 of Chapter 33 of the Escondido Municipal Code) permits for a wide-range of activities, including those considered "heavy" or "intensive" outside storage needs, heavier equipment, and operational characteristics that require the least restrictive design standards. The General Industrial zoning designation specifically allows for power plants, oil refineries and bulk stations, transmission facilities, and uses involving hazardous chemicals and waste, all of which are similar in intensity of a BESS.

The City Council approved a Major Plot Plan, Zoning Map Amendment, and Zoning Text Amendment for a commercial BESS located at 555 N. Tulip on December 6, 2023 ("Goal Line Project"). The Goal Line Project consists of a 50 MW commercial BESS which required a zoning designation change from Planned Industrial to General Industrial as part of the project's approval. The applicant has yet to move forward with any post-entitlement permitting processes, such as grading or building permits. The approved entitlement for the commercial BESS will expire on December 6, 2025 unless the applicant receives issuance of a grading or building permit, or files an Extension of Time through Development Services prior to the expiration date.

BESS Project Concerns

Known concerns surrounding commercial BESS facilities include economic development implications resulting from their remote management and low onsite staffing, and public health and safety hazards stemming from the potential for the ignition of fires, explosions and "thermal runaway" events (which, once initiated, are extremely difficult to extinguish).

The City's adopted 2023 to 2028 Comprehensive Economic Development Strategy ("CEDS"), a five-year roadmap which outlined a plan to improve the City's local economy, made many findings including that the City had relatively high concentrations of less-than-optimal industries and building types which can impede employment growth and economic opportunity and deter more robust drivers to the City's economy. Given the general operational model for BESS projects, placement of these projects in and around the City's jurisdiction fails on a number of counts: achieve the critical long-range goals of increasing economic and employment opportunities for City residents; optimize available properties to their highest and best land use; increase land values; and develop land uses that attract families and business investment. Proliferation of commercial BESS facilities may cause long-term static land use, negative

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impacts on existing residential land values, as well as disincentivize employers and businesses from locating into the area, and create lower-than-optimum local sales and ad valorem tax opportunities.

Further, commercial BESS facilities may burden the City with health and safety risks. The City is located in an area of San Diego County subject to severe and destructive wildfires and as such, its residents have been required to undertake extensive fire safety efforts at their homes and have experienced issues such as ever-increasing home insurance premiums or non-renewals of existing policies due to the potential of fires. Therefore, recent fires in and around Escondido, including the most recent BESS facility fire located at 571 Enterprise Street in the City of Escondido, raise concerns regarding health and safety and a question of what such risks may require from the City's fire and safety resources and personnel to battle such fires.

On October 7, 2023, Senate Bill 38 was signed into law to address safety concerns with commercial BESS projects by requiring commercial facilities in California establish an emergency response and emergency action plan for the facility to protect surrounding residents, neighboring properties, emergency responders, and the environment. The BESS Facility owner or operator must coordinate with local emergency management agencies, unifies program agencies, and local first responders to develop the plan and submit it to the county and city where the facility is located.

SB 38 recognizes the many hazards that commercial BESS facilities create. It provides that the mandated emergency response and action plan may consider responses to potential offsite impacts, such as poor air quality, threats to municipal water supplies, and those related to shelter-in-place orders and road closure notifications.

Urgency Ordinance

California Government Code Section 65858 provides that, without following the procedures otherwise required prior to the adoption of a zoning ordinance, an urgency measure in the form of an interim ordinance may be adopted by a four-fifth vote of the City Council to protect the public from a current and immediate threat to the public health, safety, or welfare resulting from a contemplated zoning proposal.

Section 65858 further provides that such an urgency measure shall expire 45 days following its adoption; however, such measure may be extended beyond the initial 45-day period, following compliance with Government Code Section 65868, for an additional 10 months and 15 days, and subsequently for an additional 12 months. Government Code Section 65858(d) requires the City issue a written report describing the measures taken to alleviate the condition which led to the adoption of the initial interim ordinance 10 days prior to expiration (i.e., 35-days after passage of the interim ordinance) for purposes of extending the urgency ordinance. Subsequent to the written report, Government Code Section 65858(a) allows for an initial 10-month and 15-day extension to provide the City with additional time to study the potential impacts of commercial BESS facilities and measures for mitigating the public safety, health and welfare concerns described above.

CITY of ESCONDIDO

STAFF REPORT

With adoption of Ordinance No. 2024-12, the City Council would effectively prohibit any use permit, variance, building permit, business license, or any other entitlement for use from being approved or issued for the establishment, construction, or operation of a commercial BESS facility for any location or property within the City for the immediate preservation of public health, safety, and welfare based on the findings detailed in the ordinance.

CEQA Determination

This interim ordinance is not subject to CEQA (Public Resources Code §21000, et seq.) pursuant to CEQA Guidelines (Cal. Code Regs., tit. 14, §15000 et seq.) Section 15060(c)(2) as the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment. Alternatively, this Interim Ordinance is exempt from CEQA pursuant to Public Resources Code Section 21080(b)(4) and CEQA Guidelines Section 15269(c) because it prevents a clear and imminent danger that requires immediate action to prevent or mitigate the loss of, or damage to, life, health, property, and essential public services.

ORDINANCES

a) Ordinance No. 2024-12

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ORDINANCE NO. 2024-12R

AN INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO PROHIBITING NEW COMMERCIAL BATTERY ENERGY STORAGE SYSTEMS WITHIN THE CITY OF ESCONDIDO, ADOPTED AS AN URGENCY MEASURE; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA

WHEREAS, the City of Escondido, California, (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, in general, a Battery Energy Storage Systems ("BESS") facility collects energy from the grid, stores it, and then discharges that energy later to provide electricity or other grid services when needed, typically at times of high demand; and

WHEREAS**,** Escondido Energy Center, LLC ("Applicant") is proposing to construct a BESS facility on land currently owned by Escondido Energy Center, LLC located at 1968 Don Lee Place (Assessor’s Parcel No.: 228-381-74-00); and

WHEREAS, on February 7, 2024**,** Applicant filed a land use development application (Planning Case No. PL24-0037), constituting a request for Major Plot Plan to establish a 50-megawatt (MW) BESS facility comprised of 31 lithium-ion battery storage enclosures. The proposed project is located within the General Industrial (M-2) zoning designation. Article 26 of the Escondido Zoning Ordinance (Chapter 33 of the Escondido Municipal Code) permits for a wide-range of activities, including those considered “heavy” or “intensive” outside storage needs, heavier equipment, and operational characteristics that require the least restrictive design standards. The General Industrial zoning designation specifically allows for power plants, oil refineries and bulk stations, transmission facilities, and uses involving hazardous chemicals and waste, all of which are similar in intensity of a BESS; and

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WHEREAS**,** a BESS within the General Industrial zone would be permitted via the Major Plot Plan review process as outlined and pursuant to Article 61 (Administration and Enforcement), Division 8 (Plot Plans) of Chapter 33 (Zoning) of the Escondido Municipal Code; and

WHEREAS, the City's current Zoning Regulations do not contain criteria specifically for BESS facilities; and

WHEREAS, in 2022, the Governor signed into law Assembly Bill 205 ("AB 205"), which expands the California Energy Commission's ("CEC") powerplant siting authority- previously limited to thermal powerplants-to certain renewable energy facilities, including energy storage systems (as defined in Pub. Util. Code section 2835) that are capable of storing 200 Megawatt-hours or more of electrical energy; and

WHEREAS**,** pursuant to AB 205 (as codified at Pub. Res. Code Division 15, Chapter 6.2), an applicant proposing to build a qualifying energy facility may file an "opt- in application for certification" at the CEC and the CEC's permitting authority over the proposed project is "in lieu of any permit, certificate, or similar document required by a state, local, or regional agency, or federal agency, to the extent permitted by federal law, for those facilities"; and

WHEREAS, in reviewing so-called opt-in projects, the CEC functions as the Lead Agency for purposes of California Environmental Quality Act ("CEQA") review. In certifying an opt-in project, the CEC must make certain findings; and

WHEREAS, whether or not an Applicant's proposed project requires local entitlement approvals, there remain significant public safety-related concerns that must be analyzed prior to any BESS project moving forward within Escondido, whether at the 1968 Don Lee Place site or elsewhere in the community; and

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WHEREAS**,** there have been several recent fires at BESS facilities in and around the City as well as throughout California and nationwide. BESS facilities that use lithium-ion batteries create particularly unique fire and explosion hazards. Lithium-ion batteries are considered inherently safe and stable but certain conditions elevate the risk of fire such as impacts, puncture, or mechanical damage, overcharging, overheating, and short circuits. The site for the pending application is within 700 feet of established residential uses located with the County**;** and

WHEREAS, on August 28, 2024, the City Council adopted Resolution No. 2024-113, which is incorporated herein as though set forth in full, outlining the Council's concerns with the proliferation of BESS projects in and around the City of Escondido, including negative economic impacts inconsistent with the City's adopted 2023 to 2028 Comprehensive Economic Development Strategy and potential public health and safety risks associated with the ignition of fires, including "thermal runaways," from these facilities; and

WHEREAS, on September 5, 2024, at approximately 12:09 p.m., the Escondido Fire Department responded to a fire at a 30 MW San Diego Gas and Electric ("SDG&E") BESS facility located at 571 Enterprise Street within the City of Escondido ("incident"). The incident entailed an active fire of a Lithium-Ion battery bank used for the purposes of energy storage. Due to specific hazards resulting from the burning of Lithium-Ion batteries, the City deployed a defensive strategy focused on protecting adjacent structures containing additional batteries and implemented evacuations of the surrounding area. Mandatory evacuations resulting from the incident included an area approximately one square mile for approximately 48-hours. Certain Escondido Unified School District schools and facilities shut down as a result of the fire as well. Responders from the Escondido Fire Department and Police Departments, as well as the San Diego County Hazardous Materials Division, Health Departments, and SDG&E monitored the site, including water and air sampling for

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public health and safety; and

WHEREAS**,** on October 7, 2023, the Governor of California signed into law Senate Bill 38 ("SB 38"), which amends California Public Utilities Code Section 761.3 to address safety concerns with BESS projects. SB 38 requires every BESS facility in California to establish an emergency response and emergency action plan for the facility to protect surrounding residents, neighboring properties, emergency responders, and the environment. The BESS facility owner or operator must coordinate with local emergency management agencies, unified program agencies, and local first responders to develop the plan, and submit the plan to the county and the city where the facility is located; and

WHEREAS, given the fairly new technology, lack of long-term study of the performance and risk associated with these facilities, as well as the ever-increasing megawatt capacity of these projects, the City of Escondido has not had an adequate opportunity to undertake a comprehensive study of the developing technologies and designs such that it can publish appropriate development guidelines for these projects to ensure the public's welfare and safety; and

WHEREAS, California Government Code Section 65858 provides that, without following the procedures otherwise required prior to the adoption of a zoning ordinance, an urgency measure in the form of an interim ordinance may be adopted by a four-fifths vote of the City Council to protect the public from a current and immediate threat to the public health, safety, or welfare resulting from a contemplated zoning proposal. Government Code Section 65868 further provides that such an urgency measure shall be effective for only 45 days following its adoption, but may be extended beyond the initial 45-day period, following compliance with that Section, for an additional 10 months and 15 days and subsequently for an additional 12 months; and

WHEREAS, the potential for development of new commercial BESS facilities within the City of

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Escondido without adequate land use policies and standards in place to implement SB 38 and to prevent potentially catastrophic interference with nearby communities presents a current and immediate threat to the public's safety and welfare, and the approval of use permits, building permits, or other applicable entitlements for such uses would result in that threat to public safety and welfare; and

WHEREAS, while this interim ordinance is in effect, the City intends to study and consider land use development policies and standards related to BESS facilities that should be added to the City's General Plan and Zoning Regulations and minimum workforce standards and develop an emergency response plan; and

WHEREAS, the City Council has the authority under Government Code Sections 36934 and 36937(b) to adopt an ordinance that takes effect immediately if it is an ordinance for the immediate preservation of the public peace, health or safety, contains a declaration of the facts constituting the urgency, and is passed by a four-fifths vote of the City Council; and

WHEREAS, the City finds it is necessary for the City Council to adopt this Interim Ordinance as an Urgency Ordinance, as set forth in the above recitals, which are incorporated herein by reference, and pursuant to the powers under Government Code Sections 36934 and 36937(b), for the immediate preservation of the public health and safety.

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

SECTION 1. The recitals above are each incorporated by reference and adopted as findings by the City Council.

SECTION 2. This Interim Ordinance is not subject to CEQA (Public Resources Code §21000, et seq.) pursuant to CEQA Guidelines (Cal. Code Regs., tit. 14, §15000 et seq.) Section 15060(c)(2) as the

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activity will not result in a direct or reasonably foreseeable indirect physical change in the environment. Here, the Interim Ordinance will prohibit certain projects from proceeding for a period of time during which the City will study the potential development. As a result, this Interim Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment. Alternatively, this Interim Ordinance is exempt from CEQA pursuant to Public Resources Code Section 21080(b)(4) and CEQA Guidelines Section 15269(c) because it prevents a clear and imminent danger that requires immediate action to prevent or mitigate the loss of, or damage to, life, health, property, and essential public services. Here, the Interim Ordinance will prohibit certain projects from proceeding for a period of time during which the City will study the potential development. This activity is meant to prevent or mitigate the loss of, or damage to, life, health, property, and essential public services by studying the hazards associated with BESS facilities, such as unique fire and explosion hazards, for potential development of zoning regulations for BESS facilities.

SECTION 3. From and after the date of enactment of the Interim Ordinance, no use permit, variance, building permit, business license, or any other entitlement for use shall be approved or issued for the establishment, construction, or operation of a commercial BESS facility for any location or property within the City of Escondido, unless a use permit was approved prior to October 9, 2024, authorizing the establishment, construction, and operation of the commercial BESS facility, in which case the commercial BESS facility may continue in operation as approved but may not be replaced or modified in any manner that would require revision or amendment to the use permit under the City's Zoning Regulations. As used in this Interim Ordinance, the term "commercial" means the use of a BESS facility to provide electricity to third parties, for consideration.

SECTION 4. This Interim Ordinance is urgently needed for the immediate preservation of the public health, safety, and welfare based on the findings herein. It shall take effect immediately upon

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adoption and shall be of no further force and effect 45 days following the date of its adoption, unless earlier repealed by the City Council or extended in accordance with the provisions set forth in California Government Code Section 65858.

SECTION 5. The penalties for land use violations that are prescribed in Sections 33-1310 through 33-1313 of the Municipal Code shall apply to violations of the provisions of this Interim Ordinance.

SECTION 6. If any provision of this Interim Ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of the Interim Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this ordinance are severable. The City Council declares that it would have adopted this resolution irrespective of the invalidity of any portion thereof.

SECTION 7. The City Council hereby directs staff to prepare, execute, and file with the County of San Diego Clerk a Notice of Exemption within five (5) working days of the adoption of this Interim Ordinance.

SECTION 8. This Interim Ordinance is intended to supplement, not to duplicate or contradict, applicable state and federal law and shall be interpreted in light of that intent.

SECTION 9. Unless extended by City Council, this Interim Ordinance shall remain in effect until close of business on November 23, 2024.

SECTION 10. SEPARABILITY. If any section, subsection sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

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SECTION 11. Pursuant to Government Code Sections 36934 and 36937(b), this Ordinance shall be effective immediately upon its adoption.

SECTION 12. The City Clerk is hereby directed to certify to the immediate passage of this Interim 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.

Docusign Envelope ID: D7832190-E455-4693-9B86-4895595419DA

PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof this 9th day of October, 2024 by the following vote to wit:

AYES : Councilmembers: C. GARCIA, J. GARCIA, MARTINEZ, MORASCO, WHITE

NOES : Councilmembers: NONE

ABSENT : Councilmembers: NONE

APPROVED:

DocuSigned by:
Dane White
19FFE5DB8C3B409...

DANE WHITE, Mayor of the
City of Escondido, California

ATTEST:

DocuSigned by:
Zack Beck
A58535D0BDC1430...

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

*****

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO : ss.
CITY OF ESCONDIDO)

I, Zack Beck, City Clerk of the City of Escondido, hereby certify that the foregoing ORDINANCE NO. 2024-12R passed at a regular meeting of the City Council of the City of Escondido held on the 9th day of October, 2024.

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

ORDINANCE NO. 2024-12R

10-DAY REPORT REGARDING MEASURES TAKEN TO ALLEVIATE CONDITIONS WHICH LED TO ADOPTION OF URGENCY ORDINANCE NO. 2024-12R ESTABLISHING A TEMPORARY PROHIBITION ON NEW COMMERCIAL BATTERY ENERGY STORAGE SYSTEMS WITHIN THE CITY OF ESCONDIDO

I. Background

At its October 9, 2024, meeting, the City Council of the City of Escondido ("City") adopted an urgency interim ordinance establishing a temporary prohibition on new commercial battery energy storage systems ("BESS") within the City's boundaries ("Urgency Ordinance No. 2024-12R"). More specifically, Urgency Ordinance No. 2024-12R prohibits any use permit, variance, building permit, business license, or any other entitlement for use from being approved or issued for the establishment, construction, or operation of a commercial BESS facility for any location or property within the City, unless a use permit was approved prior to October 9, 2024, authorizing the establishment, construction, and operation of the commercial BESS facility, in which case the commercial BESS facility could continue in operation as approved but cannot be replaced or modified in a manner that would require revision or amendment to the use permit under the City's Zoning Regulations.

An interim ordinance takes immediate effect upon adoption and expires forty-five days after adoption, unless extended at a later date after notice and a public hearing for up to an additional ten months and fifteen days, and subsequently for an additional twelve months. (Government Code Section 65868(a).)

Urgency Ordinance No. 2024-12 took effect on October 9, 2024, and will expire on November 23, 2024. Government Code Section 65858(d) requires that at least ten days prior to the expiration of an interim ordinance or any extension, the City Council must issue a written report describing the measures taken to alleviate the condition(s) which led to the adoption of the ordinance.

II. Measures Taken Since the Adoption of the Interim Ordinance

As City staff's findings demonstrate, Urgency Ordinance No. 2024-12R was enacted in order to preserve public health, safety, and general welfare of City residents, firefighters, and emergency responders during emergency operations, based on, among other things, the hazards of fire, explosion, or dangerous conditions in new and existing BESS facilities and negative economic impacts inconsistent with the City's adopted 2023 to 2028 Comprehensive Economic Development Strategy.

To alleviate the conditions that led to the adoption of Urgency Ordinance No. 2024-12R, the City has taken the following steps since adoption:

1) City staff have taken preliminary steps to study and consider the hazards associated with commercial BESS facilities, land use development policies, and standards relating to commercial BESS facilities to evaluate the potential development of such facilities within the City.

2) In collaboration with the City Attorney's office, City staff have explored amendments to the City's General Plan and Zoning Regulations aimed at enhancing public safety and mitigating the potentially catastrophic impacts of new commercial BESS facilities in the City and nearby communities in order to accomplish the goals of Urgency Ordinance No. 2024-12R. This includes research into what other cities in California are doing in order to enhance safety standards and environmental safeguards regarding commercial BESS facilities and identify effective legislative frameworks that could be adapted to local needs.

   - City staff have found at least one city within the state has adopted an "Energy Storage Facility" ordinance (City of Beaumont, Ordinance No. 1142), prohibiting energy storage facilities in all zones except their industrial zone; adopting definitions for jargon associated with BESS facilities; and adopting use standards for such facilities; and

   - City staff continue to review contemporary literature on BESS facilities as they relate to zoning ordinances, including but not limited to the U.S. Department of Energy's technical report *Energy Storage in Local Zoning Ordinances* dated October 2023. (https://www.pnnl.gov/main/publications/external/technical_reports/PNNL-34462.pdf);

3) City staff have engaged with interested parties likely to be affected by a commercial BESS facility prohibition to collect their concerns and unique insights that will guide the development of specific regulations and mitigation strategies addressing both community safety and the impact of commercial BESS facilities within the City of Escondido.

4) Recognizing the distinct safety risks associated with commercial BESS facilities, including but not limited to fire and environmental risks, City staff have taken preliminary steps toward an in-depth review of existing emergency response procedures to enhance emergency preparedness for potential incidents at these sites. Such steps include review, evaluation, and comment on the San Diego County BESS Best Practices – Policy Recommendations for Battery Energy Storage Systems Projects which is currently being developed by the County. City staff have also taken preliminary steps toward identifying environmental sensitive watercourses that could be impacted by BESS facility proximity.

III. Conclusion

The City has not concluded its research and thus has not yet taken any action at this time regarding the form of any permanent regulations pertaining to the establishment or use of commercial BESS facilities. As a result, an extension of urgency Ordinance No. 2024-12R is recommended to allow the City the time to effectively study and consider land use development policies and standards related to commercial BESS facilities that should be added to the City's General Plan and Zoning Regulations.

STAFF REPORT

November 20, 2024
File Number 0280-10

SUBJECT

ADOPTION OF THE 2024 EMERGENCY OPERATONS PLAN

DEPARTMENT

Fire Department and Emergency Management

RECOMMENDATION

Request the City Council adopt Resolution No. 2024-159, approving the updated City of Escondido Emergency Operations Plan 2024.

Staff Recommendation: Approval and File (Fire Department: John Tenger, Fire Chief)

Presenter: Jeff Murdock, Emergency/Disaster Preparedness Manager

ESSENTIAL SERVICE – Yes - Police Services; Fire/EMS Services; Public Works/Infrastructure;

Yes, internal requirement in support of Police Services, Fire/EMS Services, and Public Works/Infrastructure per California Emergency Services Act, within Section 8610 of the California Government Code, to have an Emergency Operations Plan in place that describes the principles and methods to be applied in carrying out emergency operations or rendering mutual aid during emergencies.

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

No Fiscal Impact

PREVIOUS ACTION

In 1997, 2004, 2006, and 2014, City Council adopted previous versions of the Emergency Operations Plan ("EOP").

BACKGROUND

City of Escondido EOP was last updated and adopted in 2014 to bring the plan into compliance with the Federal Department of Homeland Security's Comprehensive Preparedness Guide 101, Version 2.0, dated November 2010.

CITY of ESCONDIDO

STAFF REPORT

The 2024 EOP reflects current best practices to the State of California Incident Command System, Standardized Emergency Management System, and the Federal National Incident Management System. Additionally, the 2024 EOP complies with the Federal Emergency Management Agency's document, "*A Whole Community Approach to Emergency Management: Principles, Themes, and Pathways for Action"* (FDOC 104-008-1) dated December 2011 and the Federal Department of Homeland Security's Comprehensive Preparedness Guide 201, Second Edition, dated August 2013.

The EOP has been approved by all affected City departments.

As the work of emergency preparedness is ongoing in nature, the plan will continue to be reviewed and updated as necessary.

RESOLUTIONS

a) Resolution No. 2024-159
b) Resolution No. 2024-159 — Exhibit "A" – Emergency Operations Plan with phone numbers and addresses redacted

RESOLUTION NO. 2024-159

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK, TO ADOPT, ON BEHALF OF THE CITY, THE UPDATED CITY OF ESCONDIDO EMERGENCY OPERATIONS PLAN 2024

WHEREAS, the City of Escondido ("City") has previously experienced both natural and manmade disasters, and all such disasters have the potential to result in loss of life, personal injury, property damage, as well as the interruption of business and government services; and

WHEREAS, the City is required by the California Emergency Services Act, within Section 8610 of the California Government Code, to have an Emergency Operations Plan in place that describes the principles and methods to be applied in carrying out emergency operations or rendering mutual aid during emergencies; and

WHEREAS, this all-hazards Emergency Operations Plan includes continuity of government, emergency services, mobilization of resources, mutual aid, and public information elements; and

WHEREAS, the City adopts a "whole community" approach for emergency management that utilizes and strengthens partnerships between residents, organizational and community leaders, and government officials; and

WHEREAS, the City has adopted previous Emergency Operations Plans and this updated Plan conforms with current State and Federal guidelines for emergency plans and complies with the California Standardized Emergency Management System ("SEMS") and the National Incident Management System ("NIMS") standards; and

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

1. That the above recitations are true.

2. That the City Council adopts the updated City of Escondido Emergency Operations Plan 2024, a complete copy of which is on file in the Office of the City Clerk and the Fire Department, as well as attached to this Resolution as Exhibit “A”.

CITY OF ESCONDIDO

EMERGENCY OPERATIONS PLAN

DATE OF EXECUTION: November 20, 2024

REVISION DATE: 06/01/2024

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Include a copy of the City Council Resolution once the EOP has been adopted by Council.

[Insert Resolution Here]

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RECORD OF DISTRIBUTION

Date	Department/Agency	Received By	Delivery Method

RECORD OF CHANGES

#	Date	Contact/Role/Phone	Summary of Change
1	06/01/2024	Jeff Murdock Emergency Preparedness Manager 760-839-5406	New revision to incorporate new legislation and current best practices.

PROMULGATION STATEMENT

This document is the revised City of Escondido Emergency Operations Plan (EOP). This plan supersedes any previous plan(s) promulgated for this purpose. It provides a framework for the City to use in performing emergency functions before, during, and after an emergency event. Emergency events may be classified as (1) naturally occurring disasters, (2) hazardous materials incidents, (3) human-caused emergencies, (4) technological failures, or (5) infrastructure destruction.

The City's Emergency Planning team has ensured that the EOP supports the National Incident Management System (NIMS) and the Standardized Emergency Management System (SEMS). The City will work together with State, Federal, and other local agencies to prevent, prepare for, respond to, and recover from incidents, regardless of cause, size, or complexity effectively and efficiently. The EOP supports the overall mission of the City and has been designed to support all collaborative emergency response efforts of all County, State and Federal agencies. The County of San Diego's Unified Disaster Council (UDC) endorses and promulgates this document as the official Emergency Operations Plan of the City of Escondido.

The plan addresses Emergency Preparedness (those activities supporting enduring operational readiness) and Emergency Response (those immediate and ongoing actions that lead the jurisdiction through an identified crisis or disaster event). The City is responsible for the development and maintenance of the local EOP. This plan is continually reviewed to ensure that it complies with all existing Federal, State, and local statutes. All Federal and State laws supersede the policies and procedures listed in this plan. The Emergency Response portion of the plan will be tested, revised, and updated as required. All recipients of this document are requested to advise the City regarding recommendations for improvement. The present plan has been reviewed and is hereby approved.

Effective: 11/20/2024

SECTION I: PREFACE

APPROVAL AND IMPLEMENTATION

The City of Escondido is committed to providing for the safety of all city residents and local properties. Community safety is dependent upon the continuation of public services before, during and after an emergency or disaster.

Federal, state, and local laws direct the City to develop comprehensive emergency management plans that identify and prepare for all-hazards, including natural disasters, technological failures, infectious disease outbreaks, international or domestic terror attacks and catastrophic damage to infrastructure. The City of Escondido must be ever ready, equipped and properly trained to respond to, and recover from, any of these situations.

The City of Escondido Emergency Operations Plan (EOP) was developed in accordance with following recommended guidance from the Federal Emergency Management Agency's (FEMA) Comprehensive Preparedness Guide 101 Version 2.0. The EOP addresses the emergency response functions of local government departments, public officials, and other public and private organizations during emergencies/disasters. The plan was developed through a collaborative effort of City departments, including public safety agencies such as fire, law enforcement, and public works. These organizations play a vital role in responding to emergencies.

The EOP applies to all persons participating in protection, prevention, mitigation, preparedness, response, and recovery efforts within the City. Furthermore, all stakeholders are encouraged to maintain their own procedures and actively participate in the training, exercises, and maintenance needed to support this plan.

The City of Escondido EOP is based on the County of San Diego Operational Area Emergency Operations Plan (OA EOP). It is designed to meet the needs of the City with respect to organizational structure and identified hazards.

The City of Escondido Emergency Management Department is responsible for the development and maintenance of the City's EOP. Any changes to the plan must be submitted to the Emergency Management Department for official updates to the plan. There is no official requirement for the city manager or city council to address or approve minor changes and daily operational issues. It will be necessary, however, when major changes or responsibilities are modified.

ATTESTATION OF PLAN CONCURRENCE

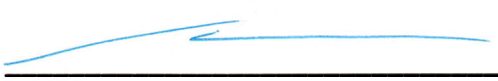
This all-hazards Emergency Operations Plan (EOP) provides guidance for the City of Escondido's response to extraordinary emergencies associated with natural, human-caused, and technological disasters. This plan is flexible enough to use in all emergencies and will facilitate response and short-term recovery activities. Developed in accordance with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS), this plan is a management document intended to be read, understood, and exercised before an emergency occurs. Additionally, this plan is designed to integrate into and support the County of San Diego's Operational Area Emergency Plan.

This plan is consistent with the "whole community" approach proposed by the Federal Emergency Management Agency (FEMA). Whole community is a means by which private and nonprofit sectors, including businesses, faith-based, access and functional needs organizations, residents, visitors, and government agencies at all levels, collectively understand and assess the needs of their respective communities and determine the best ways to organize and strengthen their assets, capacities, and interests

The parties responsible for developing this EOP have noted each instance when a local department, partnering jurisdiction, or collaborating agency (public or private) is mentioned in the present document. Respecting the importance of plan concurrence, each of these mentioned entities has been notified of its role in the City's plan and have responded with verbal or written acknowledgment and consent.

This plan supersedes all previous plans. Modifications of this plan as to style and minor content are delegated to the Emergency Manager, Fire Department.

APPROVED:



8/7/2024

Sean McGlynn, City Manager of the
City of Escondido, California

Date

SIGNATURE PAGE

Each Department Head assigned a primary role in the Emergency Operations Center (EOC) will review this plan. Upon acceptance, the Emergency Manager will submit this Emergency Operations Plan (EOP) to the California Governor's Office of Emergency Services (Cal OES) for assessment, and then to the Escondido City Council for adoption. Lastly, the Emergency Manager will submit the final adopted plan to the County of San Diego's Office of Emergency Services (OES) for inclusion in the Operational Area's emergency planning efforts.

In reviewing this Emergency Operations Plan, I agree with its description of my department's role during an emergency and organizational responsibility within the Emergency Operations Center.

City Manager	8/7/2024 **Date**
City Attorney	8/13/2024 **Date**
City Clerk	8/13/24 **Date**
Director of Development Services	08.13.2024 **Date**
Director of Economic Development and Community Services	8/22/24 **Date**
Director of Finance	8/13/24 **Date**

SIGNATURE PAGE

In reviewing this Emergency Operations Plan, I agree with its description of my department's role during an emergency and organizational responsibility within the Emergency Operations Center.

Fire Chief	**Date** 8/13/24
Director of Human Resources	**Date** 8/22/24
Police Chief	**Date** 08/13/24
Director of Public Works	**Date** 8/13/2024
Director of Utilities	**Date** 8/14/2024
Chief Information Officer	**Date** 8/13/24

SECTION II: PLAN GUIDANCE

PURPOSE

This Emergency Operations Plan (EOP) was developed to describe the local, comprehensive emergency management system, which provides for a coordinated response to any natural disaster or man-made emergency. The plan establishes the emergency organization and addresses the coordination of emergency response activities. The goal of this plan is to provide for a coordinated effective response to ensure the protection of life, property, resources, and the environment.

This plan was developed with input from partnering jurisdictions within San Diego County and is consistent with operational concepts defined in plans throughout the region, including the Operational Area (OA) Emergency Operations Plan (EOP). The EOP facilitates coordination among responding agencies, clearly defining areas of responsibility for effective response to any emergency.

SCOPE

This EOP applies to any extraordinary emergency, within the City's limits, associated with any hazard, natural or human caused. These emergencies may affect the City and may result in a coordinated response by multiple local government departments and personnel, partner agencies, or regional jurisdictions. The City of Escondido, hereinafter referred to as Escondido or the City, acknowledging that all emergencies begin and end locally, asserts its responsibility for ensuring emergency preparedness, response, and recovery activities for all populations within the geographic boundary that defines the City.

The Emergency Organization of Escondido includes all City departments having a role in emergency preparedness, response, and recovery. The organization also includes sources of outside support. These sources may be provided through mutual aid agreements or through other formal or non-formal collaboration with private, non-profit, or public agencies.

The operational response concepts outlined in this plan will be employed by all responding departments and agencies. The EOP is flexible and scalable and can be adapted, as necessary, to satisfy the response needs of the emergency.

OBJECTIVES

This EOP has been developed to provide guidance for the city based on the following goals and objectives:

- Provide a comprehensive system for effectively managing operations during a declared emergency
- Describe how the City will protect the life and property of vulnerable populations or individuals with Access and Functional Needs (AFN) (i.e., persons with disabilities, seniors, children, individuals with limited English proficiency, and those who are transportation-disadvantaged)
- Clearly identify lines of authority and response relationships
- Assign tasks and responsibilities and equip individuals with the resources to fulfill their roles
- Ensure adequate maintenance of facilities, services, and resources in advance of an emergency.
- Facilitate recovery efforts by providing proper inventory and resource management

OVERVIEW OF THE CITY

Escondido is a city in San Diego County's North County region, 30 miles northeast of downtown San Diego, 15 miles from the ocean, and 40 miles from the Mexican border. The city occupies a shallow valley ringed by rocky hills. Incorporated in 1888, it is one of the oldest cities in San Diego County. It has a population of 151,625 as of the 2020 U.S Census.

Escondido has a typical hot-summer Mediterranean climate with hot summers and cool wet winters. Owing to its inland setting, it is considerably warmer than coastal cities like San Diego, Carlsbad or Oceanside during the summertime, and cooler in the winter. Yearly precipitation averages around 15 inches (380 mm) and can vary considerably from year to year. Rainfall totals are higher in the hills to the north and east, with 20-24 inches falling in most areas above 2,000 feet elevation, and over 30 inches on Palomar Mountain, 15 miles east. More than 80% of all precipitation takes place from November through March. Snow is virtually unheard of, though occasionally winter and springtime thunderstorms will drop small hail.

HAZARD IDENTIFICATION

The following hazards were identified by the Escondido Local Planning Group (LPG) as the City's top five threats in the 2023 Hazard Mitigation Plan.

Wildland Fire:

California is recognized as one of the most fire prone and consequently fire-adapted landscapes in the world. San Diego's combination of complex terrain, semi-arid climate, and productive natural plant communities, along with ample natural and aboriginal ignition sources, has created conditions for extensive wildfires.

Wildland fire is an ongoing concern for Escondido. Generally, the fire season extends from July through October of each year during the hot, dry summer months. However, recently the fire season has become year around. Fire conditions arise from a combination of high temperatures, an accumulation of vegetation, low humidity, and high winds. A significant amount of the community fringe area is wildland/urban interface and fires have been experienced in the past. Until recently, fires in 2003, 2007, and 2014 were a few of the largest wildfires in the State of California.

Earthquake:

While it is impossible to determine where an earthquake will occur or how widespread the damage will be, Escondido can be impacted by earthquakes from within and outside of San Diego County. The impact on Escondido depends on many factors and the source of the earthquake (epicenter) may be located many miles away or even outside of the County.

Within Escondido, the presence of older unreinforced masonry buildings, relatively higher population density, and softer soils susceptible to liquefaction the potential for loss of life, injuries, damage to property, and disruption of services is likely.

Flooding or Dam Failure:

The community lies in a natural river valley with a substantial portion existing within the floodplain. There are two large, dammed reservoirs located above the community.

Protection from flood hazards created by dam failures is critical to the safety and well-being of Escondido residents and businesses. Escondido's two dams, Dixon and Wohlford, are rated as Extremely High by the California Department of Water Resources (DWR), Division of Safety of Dams (DSOD). Extremely High rated dams are expected to cause considerable loss of human life or result in an inundation area with a population of 1,000 or more. The City would experience catastrophic damage if Dixon or Wohlford dams were to breach. A total of 57 critical facilities are located within the various dam inundation areas.

HAZARD IDENTIFICATION

Wohlford Dam must be replaced because it has been determined that a portion of the dam has the potential to liquify in a large earthquake (7.5M+). A dam failure or an extreme flooding event would impact may city facilities, including two fire stations, public works yard, and city hall.

Extreme Heat:

The frequency of heat waves has been increasing in recent years across the County and the City of Escondido. The duration of these heat events has the potential to threaten human life, especially among the elderly and children.

Climate change will continue to cause more extreme heat events and studies show that, by the end of this century, the number of days with temperatures reaching or exceeding 100°F is projected to increase as a result of climate change. Periods of high temperatures can make people vulnerable to heatstroke, heat cramps, heat exhaustion and pose a threat to human life, especially to our young and elderly populations that may not have ways to cool off or transportation to cool zones.

Drought:

Drought has enormous adverse effects on agriculture, water resources and the environment. Given the semi-arid climate of Escondido, the agricultural economy of Escondido, and the regular occurrences of multi-year droughts across the State and Southwest, drought can have a major impact on Escondido's resiliency. Exposure to drought is not limited by the jurisdiction's boundaries and is affected by events throughout the County and State.

PLANNING ASSUMPTIONS

The following statements are universally applied to emergency operations across jurisdictions in the County of San Diego:

- Emergency management activities are accomplished using the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).
- Disasters begin and end at the local level. Thus, emergency response is best coordinated at the lowest level of government involved in the emergency.
- Local responders provide the first response in the community, focused on initial efforts to save lives and property. Local authorities maintain operational control and responsibility for emergency management activities within their jurisdiction, unless otherwise superseded by statute or agreement.
- When a jurisdiction becomes overwhelmed by the size or complexity of an emergency event, Mutual Aid will be requested and provided as it is available. Non-governmental Organizations (NGO), (both private and non-profit), may also supplement response.
- Mitigation activities conducted prior to the occurrence of a disaster result in a potential reduction in loss of life, injuries, and damage.
- Supporting plans and procedures are updated and maintained by responsible parties.

APPROACHES TO PLANNING

All-Hazards Planning

The City has taken an all-hazards stance when planning for the emergency needs of the community. This approach is an integrated method of emergency preparedness that focuses on capacities and capabilities that are critical to preparedness for a full spectrum of emergencies or disasters. The means that the local jurisdiction is committed to developing these capacities and capabilities that matter during a time of crisis or emergency. It ensures that the city and its stakeholders have the proper training, supplies, and leadership to address a broad range of threats.

The City's all-hazards planning approach identifies the resources required, and the steps to be taken, before and after an incident. It strives to minimize injuries and/or destruction of property and all categories of resources. The approach takes that which is complex and extensive and breaks it down into manageable tasks that rely on standardized terminology and protocols.

Whole Community and Inclusive Emergency Management Practices

The City is fully committed to planning for the needs of the entire community without regard to a person's demographic profile. The Whole Community Planning concept maintains the necessity of including diverse partnerships with residents, emergency management representatives, organizational and community leaders, and government officials. This is done to improve the assessment and understanding of the needs of various constituents and partners and to organize and strengthen community resources, capacities, and interests. Engaging in whole community emergency management planning leads to demonstrable benefits including societal security and post-incident resiliency.

Community resiliency depends on several critical factors:

- An ability of first responder agencies (e.g., fire service, law enforcement, and emergency medical services) to seamlessly transition from routine response activities to extra-ordinary emergency operations
- A robust and coordinated emergency management organization that can coordinate with State and regional partners through an effective and efficient Emergency Operations Center (EOC), mass notification and alerting process, an interoperable communications platform, and an accurate and timely public information structure
- A well-prepared and informed community which is supported through the collaborative efforts of the areas private, public, and non-profit sectors.

APPROACHES TO PLANNING

In accordance with the whole community approach, this plan was developed by soliciting the input and guidance from various stakeholders, including, but not limited to: representatives from County departments/agencies, City departments, special districts, law enforcement and fire services personnel, emergency managers and planners, Access and Functional Needs (AFN) advocates, business and industry representatives, and various other stakeholders reflecting a culturally diverse community.

In the City, all programs, services, and activities provided to residents during times of emergency, to the maximum extent feasible, will be inclusive of individuals with disabilities and others with access and functional needs. The following are key focus areas for supporting persons with physical, cognitive, or emotional challenges:

- Accessible transportation
- Assistance animals
- Dietary restrictions and needs
- Assistive equipment and services
- Accessible public messaging
- Evacuation assistance
- Restoration of essential services
- Language translation and interpretation services
- Service delivery site Americans with Disabilities Act (ADA) compliance

The City complies with all Federal and State laws that govern the service of individuals with disabilities, access and functional needs, and/or a range of other cultural vulnerabilities during emergency planning phases and emergency response. Federal laws informing the City's planning efforts include:

- Architectural Barriers Act of 1968
- Rehabilitation Act of 1973
- Individuals with Disabilities Education Act of 1975
- Fair Housing Act Amendments of 1988
- Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988
- Americans with Disabilities Act of 1990
- Telecommunications Act of 1996
- Post-Katrina Emergency Management Reform Act of 2006
- Twenty-First Century Communications and Video Accessibility Act of 2010

APPROACHES TO PLANNING

The City also complies with California Government Code § 8593.3, which requires government agencies to integrate planning for the needs of individuals with access and functional needs into emergency operations plans. As stated in the code, this includes planning for individuals who have developmental or intellectual disabilities, physical disabilities, chronic conditions, injuries, limited English proficiency or who are non-English speaking, older adults, children, people living in institutionalized settings, or those who are low income, homeless, or transportation disadvantaged, including, but not limited to, those who are dependent on public transit or those who are pregnant.

At the time of this printing, an amendment to the afore-mentioned Code (§ 8593.3) has been proposed (Senate Bill 160—An act to add Section 8593.3.5 to the Government Code, relating to emergencies). The update mandates the County, and by extension the City to ensure cultural competency across all emergency planning efforts. While the County is directed to establish a separate community advisory board for the purpose of cohosting, coordinating, and conducting outreach forums inclusive of culturally diverse communities, the City has, and will continue to take steps to build competencies relative to a culturally diverse community. Cultural competence means the ability to understand, value, communicate with, and effectively interact with people across cultures to ensure that the needs of all community members are addressed, with priority given to culturally diverse communities. It includes, but is not limited to, being respectful and responsive to the cultural and linguistic needs of diverse population groups.

A culturally diverse community includes, but is not limited to, race and ethnicity, including indigenous peoples, communities of color, and immigrant and refugee communities; gender, including women; age, including the elderly and youth; sexual and gender minorities; people with disabilities; occupation and income level including low-income individuals and the unhoused; education level; people with no or limited English language proficiency; as well as geographic location.

SECTION III: CONCEPT OF OPERATIONS (CON-OPS)

OVERVIEW OF CON-OPS

It is the responsibility of the City to establish and maintain a comprehensive approach to emergency management to mitigate the effects of hazardous events. The City has the primary responsibility for preparedness and response activities within its jurisdiction. The City's emergency organization operates under SEMS and NIMS, which are based on the Incident Command System (ICS) and the Multi-Agency Coordination System (MACS). These management systems are designed to provide a structure for response to any emergency, large or small. SEMS consists of the emergency management systems of all local jurisdictions (including special districts), OAs (county-wide), Cal OES Mutual Aid Regions (two or more counties) and State Government. SEMS is scalable and may not require complete activation of all levels. The incident will dictate the level of activation required.

PREPAREDNESS

During non-emergency times, the City remains in a constant state of readiness. The potential for natural disasters and/or human-caused hazards/incidents place a continued emphasis on preparedness activities. Preparedness activities are those activities which help City staff support and enhance response to an emergency. Emergency planning, staff training and exercises, hazard identification and assessment, resource identification, public awareness, and education focus on the City's preparedness for all- hazards.

City public safety departments identified in this plan as having either a primary or support responsibilities during emergencies, maintain policies and procedures for responding. City personnel receive training on emergency response procedures, both at the field level, and in the EOC.

Community Emergency Response Team (CERT):

The CERT program is an all-risk, all-hazard training, designed to educate residents in the community about disaster preparedness. CERT is a valuable program that helps residents protect themselves, their families, their neighbors, and their neighborhood during an emergency. The City CERT program provides preparedness opportunities to city residents through various workshops and training courses.

Public Education/Outreach:

The Escondido Fire Department, Escondido Police Department, and the City's Communications Department support emergency preparedness through public education. Various divisions within each of these public safety departments are dedicated to engaging with the community and providing valuable information and resources to help residents prepare for emergencies.

The Emergency Management Department and the Fire Prevention Division work directly with the public to inform about the different hazards affecting Escondido communities. Routine community presentations, including classroom education at local schools, are a vital component of increasing public knowledge about emergency preparedness, response, and recovery operations.

In addition, the City's Communications and Community Services Department provides timely reminders and tips through various platforms such as monthly City newsletters and social media posts. There are year-round campaigns the City uses to engage with the public and deliver messages encouraging residents to get prepared, including but not limited to: National Preparedness Month, Tsunami Preparedness Week, National Night Out, Fire Prevention Week and the Great Shakeout.

PREPAREDNESS

Training and Exercises:

The City strives to ensure personnel have the training necessary to perform daily operations and serve in an emergency role during any incident. The City follows the NIMS guidelines to ensure EOC personnel are adequately trained and familiar with their roles and responsibilities during emergency response.

The City also participates in the countywide reoccurring two-year exercise schedule, which includes a tabletop exercise in year one, followed by a full-scale exercise in year two. Every two-year cycle focuses on a different hazard/scenario and provides an opportunity for emergency responders and EOC staff to test regional coordination, plans, and procedures. In addition, the City engages in internal exercises as needed to test city-specific operations, policies, and procedures.

MITIGATION

Emphasis is placed on mitigation measures to reduce losses from disasters, including the development and enforcement of appropriate land use, design, and construction regulations. Identified hazards will be made safer via ordinance, regulations, public awareness campaigns, special mitigation projects, and policy making.

The City has identified its top hazards and corresponding mitigation activities, listed in the Multi-Jurisdictional Hazard Mitigation Plan (San Diego County, 2023). The City's Development Services Department – Building Division enforces earthquake building code standards. Additionally, all City projects are subjected to an environmental assessment initial report which provides site-specific information on existing natural hazards and other environmental concerns.

The City's zoning ordinances and the California Building Code support mitigation efforts through the enforcement of fire codes and earthquake standards. Other city regulations help mitigate potential hazards through several code enforcements such as installation of water systems of adequate size and pressure for firefighting, ensuring adequate roadway widths for emergency vehicle access, and avoiding projects in floodplains.

Additionally, the City continually applies for hazard mitigation grants through the Hazard Mitigation Grant Program and the Pre-Disaster Mitigation grants that are offered through the state.

RESPONSE

Whenever possible, all emergency response activities will be initiated and managed locally with City resources. The City is responsible for directing and coordinating emergency operations, while other levels within the SEMS structure provide support as needed. When the emergency exceeds the City's capabilities or capacities, mutual aid assistance should be requested through established agreements with other jurisdictions (local, State or Federal) or the San Diego County Operational Area (OA),

All responses to an emergency will progress through the established SEMS process. The chart below depicts the five organizational levels of SEMS and how activation levels are tied to the size and scope of the evolving incident.

RESPONSE

CHART 1	SEMS ORGANIZATIONAL LEVELS
STATE OPERATIONS	The coordination of the State's resources is fully integrated with federal agencies.
REGIONAL OPERATIONS	All information and available resources are managed and coordinated among operational areas.
OA OPERATIONS	Information, resources, *and priorities* are managed by all local governments within the boundaries of the affected County.
LOCAL OPERATIONS	The affected jurisdiction disseminates local information, City resources, and immediate priorities within its boundaries.
FIELD OPERATIONS	A local Incident Commander assesses the current emergency, sets response priorities, mobilizes, and coordinates all available resources, identifies additional equipment and personnel needs, and releases, as appropriate, on-scene information.
	• *All incidents will be managed at the lowest possible level, using standard operating procedures established by the responding departments or agencies.* • *Responders will use the established Incident Command System (ICS) to manage response operations.* • *If an incident exceeds normal incident response procedures, the City will activate established mutual aid channels prior to requesting support from the OA.*

RESPONSE

Local, On Scene Command and Control

The Incident Commander (IC) identified by the appropriate agency, (i.e., Law Enforcement, Fire, or Public Works), will assume responsibility for all emergency response activities. These responsibilities include:

- Assessing the scope of the presenting emergency
- Identifying immediate and short-term goals and objectives
- Determining the overarching response needs
- Initiating the development of strategies and tactics
- Establishing operational periods; and
- Authorizing and mobilizing the necessary response resources

The IC, with input from the command staff and general staff, has overall authority and responsibility for conducting incident operations within the parameters of the defined emergency. When multiple command authorities are involved, the incident will typically be led by a Unified Command effort. The Unified Command team is comprised of officials from separate agencies who have legally established jurisdictional authority, but who must cooperate with other agencies to achieve the emergency management goals and objectives. Unified Command provides direct, on-scene control of tactical operations.

At the tactical level, on-scene incident command and management organization are located at an Incident Command Post, which is typically comprised of local and mutual aid responders.

Additional Response Considerations

During emergency response, it is important to ensure that preparedness and response strategies serve the needs of the entire population within the city. This includes vulnerable populations. Strategies rooted in inclusive emergency management practices will ensure that all populations are considered, and the necessary services are provided to all impacted communities.

Physical, Programmatic and Communications Needs

Emergencies are not selective about the communities or the people they impact. Individuals with disabilities and others with access and functional needs may experience a greater impact from disasters because of disruptions in their support systems and loss of equipment, supplies, transportation, and communication.

RESPONSE

The City, in coordination with the County of San Diego, continues to plan for the needs of individuals with disabilities and access and functional needs, including but not limited to providing accessible transportation during evacuations, providing public information in multiple languages, language translation services at evacuation and recovery centers, and training first responders on how to interact with persons with physical, cognitive, and emotional disabilities.

There are key principles to consider when planning for the needs of persons with disabilities and access and functional needs. These principles guide the programs and activities necessary for addressing the needs of these individuals:

Equal Access: People with disabilities must be able to access the same programs and services as the general population.

Physical Access: People with disabilities must be able to access locations where emergency programs and services are provided.

Access to Effective Communication: People with disabilities must be given the same information provided to the general population. Communication with people with disabilities must be as effective as communication with others.

Inclusion: People with disabilities have the right to participate in and receive the benefits of emergency programs, services, and activities.

Integration: Emergency programs, services, and activities typically must be provided in an integrated setting.

Program Modifications: People with disabilities must have equal access to programs and services, which may entail modifications.

No Charge: People with disabilities may not be charged to cover the costs of measures necessary to ensure equal access and nondiscrimination.

RESPONSE

Essential Needs of Children

It has been established that children have unique physical and emotional needs when a disaster occurs. Children are at increased risk of physical, psychological, developmental, and emotional harm, and respond differently to these traumatic events than adults do. Children require protection from physical harm, exploitation or violence, psychosocial distress, family separation, abuse related to evacuation, denial of access to quality education and recruitment into gangs. Working with partner agencies, the City's goal is to adequately address these needs and provide for children.

Regarding family separation, the City shelters (in conjunction with the American Red Cross) require the intake of family units. Parents and children are linked through an established identification system and children are not allowed to leave the shelter without being accompanied by the adult they came with. When dealing with unaccompanied minors, arrangements are made to bring in support from law enforcement and County of San Diego Child Support Services to ensure they receive the additional assistance they need. Additionally, arrangements are made to provide children in shelters with a "normal" lifestyle, including play areas, dietary needs, and opportunities to communicate with trained professionals reading emotional and psychological concerns.

Household Pets and Service Animals

The San Diego Humane Society's Escondido Campus will shelter and care for animals in an emergency response situation.

RECOVERY

A successful recovery operation begins before the disaster occurs. Recovery operations include the development, coordination, and execution of service- and site-restoration plans for impacted communities, as well as the reconstitution of government operations and services.

The City participated in the development of the San Diego County Operational Area Recovery Plan, which is activated as necessary during any emergency requiring large scale recovery activities. The City will appoint an overseer of all the recovery efforts in the aftermath of a declared emergency. This person will manage the City's recovery operations in accordance with the recovery plan. As the incident transitions from response to recovery, EOC staff will be reassigned as necessary to support the recovery operation and fulfill recovery roles and responsibilities.

SECTION IV: ASSIGNMENT OF RESPONSIBILITIES

Below is a list of departments and assigned personnel responsible for the tasks and responsibilities needed to effectively manage an extra-ordinary event or declared emergency. The list represents the Emergency Organization of the jurisdiction

Disaster Council

- The Mayor, or the Deputy Mayor in his/her absence, chairs the local Disaster Council (Council)
- The Director of Emergency Services (DES) serves as vice chairperson
- The Council shall include the chiefs of the City's emergency services
- The Council may also include members of such civic, business, labor, veterans, professional and other organization having emergency responsibilities as may be appointed by the DES with the consent of the City Council
- The Council develops and recommends for adoption by the City Council such emergency operations and mutual aid plans; agreements; ordinances and resolutions; and rules and regulations, as necessary to implement all such plans and agreements
- The Council provides direction to the emergency organization to allow for the implementation of all necessary plans

Mayor and City Council

- The City's Public Information Officer (PIO) serves as the primary spokesperson to the media for the City, in coordination with the PIOs for the respective City emergency services and the mayor
- The City Council may communicate with, and report the needs of, the City's constituents directly to the Director of Emergency Services (DES) and/or Council
- The City Council may conduct public meetings to determine the public's needs and to identify any specific or general needs related to the disaster
- The City Council validates/ratifies any Proclamation of Local Emergency declared by the DES within seven (7) days
- The City Council may issue a proclamation of a local emergency or threatened emergency

ASSIGNMENT OF RESPONSIBILITIES

- The City Council shall review the need for continuing the local emergency at least once every 30 days until the governing body terminates the local emergency and shall proclaim the termination of the local emergency at the earliest possible date that conditions warrant
- The City Council, in its capacity as the jurisdiction's governing body, must address any specific issues or extra-ordinary concerns related to the current crisis that require its consideration and legislative action
- The City Council must review the requirements for special legislation and development of novel policies
- The City Council considers and may adopt both short- and long-term recovery strategies
- The individual members of the City Council, or the legislative body itself, may host and accompany VIPs and government officials on tours of the emergency/disaster area

Director of Emergency Services (DES)

- The DES requests the City Council to proclaim the existence or threatened existence of a local emergency when the council is in session
- The DES may issue a Proclamation of Local Emergency if the City Council is not in session
- The DES requests the Governor to proclaim, as appropriate, a state of emergency
- The DES coordinates the direction of the emergency organization
- The DES represents the City in dealings with public and private agencies
- The DES represents the emergency organization before the City Council to issue necessary rules and regulations on matters reasonably related to the protection of life and property
- The DES authorizes personnel to obtain the resources necessary for the protection of life and property
- The DES authorizes the utilization of disaster service workers to support the emergency response

ASSIGNMENT OF RESPONSIBILITIES

City Attorney

- The City Attorney's Office serves in a support role to all City departments by providing legal counsel on all City related matters
- During an emergency, the City Attorney's office is responsible for actively supporting the Policy Group and advising it on all legal matters
- The City Attorney helps in presenting emergency ordinances to the City Council
- The City Attorney's Office assists in the development of emergency proclamations

City Clerk

- The City Clerk is responsible for preparing all logistical requirements for conducting City Council business and meetings, maintaining a record of all Council proceedings, and maintaining the citywide records management program
- During a disaster, the City Clerk will support response operations by collecting documentation related to incident response and adhering to all established record retention policies
- The City Clerk will provide support in the development of local emergency proclamations

Animal Care Facility or Humane Society

- The designated Animal Care Facility ensures that the health and safety of animals and people with animals in their care
- During emergencies, Animal Care Facility staff prepare and maintain procedures and functional checklists for animal control response to the current disaster or emergency
- Staff responsible for Animal Care coordinate planning efforts with the County of San Diego Department of Animal Services
- The Animal Care facility is responsible for ensuring adequately trained personnel can be mobilized for response operations
- Animal Care providers will assign qualified staff to the EOC for coordination of matters related to animals during disasters
- Animal Care personnel will provide for the immediate care, control, and safety of animals

ASSIGNMENT OF RESPONSIBILITIES

- They will coordinate the transportation of animals to appropriate animal care facilities
- Animal Care efforts will minimize animal suffering, loss of life, and potential disability by ensuring timely and coordinated assistance
- Staff and properly trained volunteers will be assigned to provide for the care of animals brought to shelters or housed at staging areas and evacuation sites
- Animal Care managers will provide a system for returning animals to their owners after the crisis event

Communications and Community Services Department

- The Office of Communications is responsible for implementing a proactive, informative, creative, and innovative marketing and communications program
- One of the most important roles of the Escondido Communications and Community Services Department is to help our community access information about the current crisis and information about the availability of services from the local, county or state governments
- During disasters, the Communications and Community Services Department provides the public with timely and accurate information and instructions which are essential to life safety and an effective response with public support
- Working closely with the EOC and first responders, the Escondido Communications and Community Services Department will coordinate all aspects of public information
- The Escondido Communications and Community Services Department will provide qualified staff to serve in the EOC
- It will provide personnel trained as Public Information Officers
- The Office will participate in the countywide Joint Information System (JIS) with PIOs throughout the region and share pertinent information related to the disaster
- A designated official from the City's Escondido Communications and Community Services Department serves as the lead for all public information related duties
- The Communication lead directs and coordinates all aspects of communication with the media, the public, and other public and private agencies
- The Office responds to local, national, and international media requests for interviews and/or information

ASSIGNMENT OF RESPONSIBILITIES

- It maintains the City's website and provides comprehensive information to the public
- A designee from the Office will monitor social media to keep abreast of messages and possible inquiries from the media, the public, and other response agencies
- The Office monitors all traditional media and social media outlets and provides rumor control and corrects any misinformation about the incident
- The Escondido Communications and Community Services Department makes sure that public messaging is released in multiple formats, and languages allowing the message to reach the whole community, including those with disabilities and other access and functional needs

Communications and Community Services Department – Recreation Division

- The Recreation Department serves as the lead for mass care and shelter operations during disasters
- The Recreation Department manages the City's recreational facilities, which may become mass care shelters during an emergency
- The Recreation Department develops procedures for mobilizing Recreation personnel and pre-positioning resources and equipment
- It ensures that an adequate number of Recreation personnel are trained in shelter operations
- The Recreation Department provides qualified staff to the EOC for coordination of shelter operations with emergency response
- The Recreation Department requests appropriate mutual aid support for medical care and public health at City shelters
- In coordination with the American Red Cross, the Recreation Department develops procedures for the proper care of displaced persons (shelter operations)
- The Recreation Department ensures that all mass care operations address the whole community including those with disabilities and other access and functional needs
- In coordination with the Animal Care Facility, the Department develops procedures for the care and shelter of pets and livestock
- It follows established procedures to coordinate care for unaccompanied minors

ASSIGNMENT OF RESPONSIBILITIES

Development Services Department

- The Development Services Department serves a support function during disasters affecting the city
- A designee from the Development Services Department may be appointed to serve as the Recovery Director and to ensure that recovery activities are implemented
- The department may provide structural engineers and building inspectors for damage assessment activities, as well as for recovery efforts

Development Services Department – Engineering Division

- The Engineering Department provides engineering services, technical expertise and oversight for the development and operations of the City's public transportation and storm drain infrastructure and facilities
- The Engineering Department coordinates and conducts necessary training to adequately perform functions and responsibilities during emergencies
- The Engineering Department provides qualified personnel to staff the EOC
- It supports the restoration of utilities by evaluating and repairing transportation systems (roads, bridges, etc.)
- It provides emergency repair of damaged transportation and storm drain infrastructure and critical public facilities
- The Engineering Department coordinates and provides structural specialists with the requisite expertise to support inspection of mass care facilities and urban search and rescue operations
- The Engineering Department assists in the monitoring and stabilization of damaged structures and the demolition of structures designated as immediate hazards to public health and safety
- The Department supports mass evacuations through traffic engineering controls

Finance Department

- The Finance Department ensures that response operations are cost effective, and that the City is documenting and tracking incident costs to maximize reimbursable expenses
- The Finance Department develops procedures for procuring emergency resources to sustain operations

ASSIGNMENT OF RESPONSIBILITIES

- It develops the process for documenting the financial cost of disaster response and recovery operations
- Finance Department personnel develop the processes and procedures for tracking employees' time and issuing paychecks during disaster operations
- The Department develops processes and procedures for submitting and processing workers' compensation claims
- It facilitates the disaster response reimbursement process with state and federal agencies

Fire Department (FD)

- The Fire Department is responsible for daily fire suppression and prevention operation, including structural fires, medical emergency response, and hazardous materials response or public assistance
- The Fire Department must maintain levels of training to respond to disasters that are beyond the scope of daily duties
- The Fire Department coordinates and conducts necessary training to adequately perform functions and responsibilities during emergencies
- In coordination with Law Enforcement, Fire Department maintains adequate training on procedures and processes for managing incidents at the field level using ICS, including but not limited to:

    1) Train accidents, including light rail
    2) Aircraft accidents, including military aircraft
    3) Dam failure (consistent with inundation areas)
    4) Hazardous material incidents (consistent with County's Hazardous Materials Response Plan)
    5) Earthquakes
    6) Floods
    7) Wildland fires
    8) Landslides
    9) Extreme weather or storm situations
    10) Epidemics, pandemics, or the outbreaks of novel, highly transmissive infectious diseases
    11) Mass casualty incidents

ASSIGNMENT OF RESPONSIBILITIES

- The Fire Department coordinates with Law Enforcement on emergency public alerts and warning procedures, utilizing the City's mass notification system
- The Fire Department directs all actions which stabilize and mitigate the emergency including controlling fires, saving lives, safeguarding property, and assisting other emergency services in restoring normal conditions
- It conducts mutual aid activities in accordance with established operational procedures
- It conducts windshield surveys as part of damage assessment activities

Human Resources (HR)

- The Human Resources Department develops and manages the delivery of human resources services and programs
- The Human Resources Department serves in a support role for emergency preparedness and response operations
- During an identified disaster, Human Resources Department will promote personal emergency preparedness to City staff
- It will provide information to City staff about the Disaster Services Worker (DSW) program
- In coordination with the Emergency Management Program, the Human Resources Department will recruit qualified personnel to serve as members of the EOC
- The Human Resources Department will provide department staff to serve in EOC roles
- It will provide information on time policies for emergency personnel during emergency response
- The Human Resources personnel will process worker's compensation claims for emergency personnel
- The Human Resources Department will develop plans addressing the safety, welfare, and health of all employees before, during and after a disaster
- The Human Resources Department will develop evacuation plans for employees, visitors, customers, sub-contractors, and vendors who work or operate at City facilities

ASSIGNMENT OF RESPONSIBILITIES

Information Technology Services (IT)

- The Information Technology Services department provides citywide technology services, solutions, and support to all departments within the City
- During stable operations, IT develops, implements, operates, and maintains computer hardware and software systems to improve the operational efficiency and effectiveness of all departments
- During an emergency, IT will ensure communications networks and software programs are functioning properly and efficiently
- IT oversees the installation of communications resources within the EOC
- IT ensures that radio, telephone and computer resources and services are provided to EOC staff, as required
- The Department provides expertise to City officials as it relates to cyber threats

Police (Law Enforcement-LE)

- The Police Department assists with such activities as evacuations, traffic control/direction, scene security, search and rescue operations (if appropriately trained) and a variety of other activities that fall within the purview of law enforcement agencies
- The Police Department coordinates and conducts necessary training to adequately perform functions and responsibilities during emergencies
- The Police Department receives and disseminates warning information to the public
- It facilitates operations for evacuations/movement operations and traffic and crowd control operations, including the identification of evacuation routes, evacuation reception areas, shelter locations, and access controls for evacuated areas
- It coordinates the establishment of emergency traffic routing and ingress/egress procedures with other local and state agencies (e.g., California Highway Patrol)
- The Police Department supports search and rescue operations
- The Police Department provides security for essential facilities, services, and resources

ASSIGNMENT OF RESPONSIBILITIES

- In coordination with the Fire Department, the Police Department maintains adequate training on procedures and processes for managing incidents at the field level using ICS, including but not limited to those emergency situations listed above in the Fire Department section
- The Police Department provides staff to serve as Terrorism Liaison Officer(s) (TLO) to the San Diego Law Enforcement Coordination Center
- TLO shall receive critical information to maintain situational awareness on threat levels, activity, and the like, and provide information to the emergency organization for planning and response purposes
- The Police Department promotes awareness to the City's residents regarding vigilance and the importance of deterring criminally related activity, and it provides a platform for sharing this information among the public and first responders

Public Works (PW)

- Public Works is responsible for providing and managing the City's transportation and storm drain infrastructure, parks and open space through established and practiced operations, responsive maintenance, and emergency construction to optimize mobility, public and environmental health and safety during an emergency
- During an emergency response, Public Works is responsible for a variety of services needed to preserve public safety
- Public Works coordinates and conducts necessary training to adequately perform functions and responsibilities during emergencies
- Public Works provides qualified personnel to staff the EOC
- Public Works supports the execution of emergency contracting support for lifesaving and life-sustaining services, to include providing temporary potable water, ice, emergency power, and other emergency commodities and services
- Public Works manages, monitors, and/or provides technical advice in the clearance, removal, and disposal of contaminated and non-contaminated debris from public property
- Public Works manages and coordinates contracted transportation vehicles and facilities
- Public Works Implements storm response procedures such as providing sandbags, clearance of drainage canals, culverts, etc.

ASSIGNMENT OF RESPONSIBILITIES

Utilities Department

- The Utilities Department provides technical expertise and management of the development, operations, and maintenance of the City's public water, wastewater, and recycled water infrastructure and facilities
- The Utilities Department coordinates and conducts necessary training to adequately perform functions and responsibilities during emergencies
- The Utilities Department provides qualified personnel to staff the EOC
- It supports the restoration of utilities by evaluating and repairing water treatment and distribution systems; wastewater collection, treatment and disposal systems; and recycled water treatment and distribution systems
- It provides emergency repair of damaged public water, wastewater, and recycled water infrastructure and facilities

Supporting Organizations

- Supporting organizations are likely to be used to support local operations in all functional areas of emergency response
- Supporting organizations include state and federal agencies and departments, local organizations, nonprofit organizations, private sector, and other voluntary organizations
- Supporting Organizations in San Diego County include, but are not limited to:

  <u>County of San Diego (OA)</u>

  - The County of San Diego is responsible for serving as the operational area coordinator and will facilitate coordination among responding agencies
  - The County of San Diego commits several County departments to disaster response in their respective functional areas
  - These departments include, Office of Emergency Services, Environmental Health, Public Health, Communications, Fire, LE, etc.

  <u>California Governor's Office of Emergency Services (Cal OES)</u>

  - Cal OES provides support to the local jurisdiction through the operational area coordinator

ASSIGNMENT OF RESPONSIBILITIES

- Cal OES serves as the conduit between the local jurisdiction and the federal government
- Resources can be requested through established chain of command and will be coordinated via the mission tasking system
- State agencies will provide direct or indirect support to the local jurisdiction for a wide range of activities

Federal Emergency Management Agency (FEMA)

- FEMA's mission is to help before, during, and after disasters
- FEMA provides resources for all phases of emergency management, and most notably provides disaster relief programs for those affected by disaster

Community Emergency Response Team (CERT)

- The CERT program educates people about disaster preparedness for hazards that may impact their area and trains them in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations
- Using the training learned in the classroom and during exercises, CERT members can assist others in their neighborhood or workplace following an event when professional responders are not immediately available to help
- CERT members also are encouraged to support emergency response agencies by taking a more active role in emergency preparedness projects in their community.

Escondido Amateur Radio Association

- The Escondido Amateur Radio Association volunteer members lend their expertise to the City to support emergency preparedness and response efforts in amateur radio and other communications services

American Red Cross (ARC)

- The American Red Cross assists with shelter operations, including managing and operating shelters
- The ARC assists with family reunification
- It provides counseling services as necessary

ROLES AND FUNCTIONAL RESPONSIBILITIES

MANAGEMENT	RESPONSIBILITIES		
	Primary (Local)	Supporting (Local)	Supporting Agency
EOC ACTIVATION	City Manager	Mayor	
	Deputy City Manager	Animal Care	
	Asst City Manager	City Attorney	
	Fire Chief	City Clerk	
	Police Chief	Communications	
		Development Services	
		Economic Development	
		Finance	
		Fire	
		Human Resources	
		Information Technology	
		Police	
		Public Works	
		Recreation	
		Emergency Mgt	
PUBLIC INFORMATION	Communications	City Council	Cal OES
		Mayor	Cal Highway Patrol
		City Manager	County Office of Educ
		Animal Care	SDG&E
		Fire	2-1-1 San Diego
		Police	American Red Cross
		Public Works	Salvation Army
		Recreation	Humane Society
		Emergency Mgt	San Diego OES (OA)
DISASTER COUNCIL	Mayor		
	City Manager		
	Assistant City Manager		
	Fire		
	Police		
	Public Works		
EMERG PROCLAMATION	City Manager	City Council	
		Mayor	
		City Attorney	
		City Clerk	
		Fire	
		Police	
		Public Works	
		Emergency Mgt	
PRESS CONFERENCES	Mayor	Communications	County of SD (OA)
	City Manager	Fire	
		Police	
		Public Works	
		Emergency Mgt	
RUMOR CONTROL	Communications		

ROLES AND FUNCTIONAL RESPONSIBILITIES

OPERATIONS	RESPONSIBILITIES		
	Primary (Local)	Supporting (Local)	Supporting Agency
INCIDENT COMMAND	Fire	Police	
		Public Works	
	Police	Fire	
		Public Works	
	Public Works	Public Works	
		Emergency Mgt	
		Fire	
		Police	
	Utilities	Utilities	
		Emergency Mgt	
		Fire	
		Police	
EOC MANAGEMENT	Emergency Mgt		
ALERT AND WARNING	Police	Communications	County of SD (OA)
		Fire	San Diego Sheriff
		Public Works	
		Emergency Mgt	
EVACUATION/RE-ENTRY	Police	Fire	San Diego Sheriff
		Public Works	
		Emergency Mgt	
ACCESS CONTROL	Police	Fire	San Diego Sheriff
TRAFFIC CONTROL	Police	Public Works	Cal Highway Patrol
CROWD CONTROL	Police	Fire	San Diego Sheriff
		Public Works	
ANIMAL RESCUE	Police		Humane Society
ESTABLISH PERIMETER	Police	Public Works	San Diego Sheriff
SITE/SCENE SECURITY	Police		San Diego Sheriff
SEARCH AND RESCUE	Fire	Police	San Diego Sheriff
FIRE SUPPRESSION	Fire	City Manager	County of SD (OA)
		Animal Care	
		Communications	
		Police	
		Public Works	
		Emergency Mgt	
HAZARDOUS MATERIALS	HIRT	Fire	
		Police	
		Public Works	
		Emergency Mgt	

ROLES AND FUNCTIONAL RESPONSIBILITIES

OPERATIONS	RESPONSIBILITIES		
	Primary (Local)	Supporting (Local)	Supporting Agency
RADIOLOGICAL PROTECT	County of SD (OA)	Fire	
		Emergency Mgt	
		Police	
MED MULTI-CASUALTY	Fire	Police	County of SD (OA)
		Emergency Mgt	
PUBLIC HEALTH	County of SD (OA)	Fire	Health and Human Service
		Emergency Mgt	
BEHAVIORAL HEALTH	County of SD (OA)	Emergency Mgt	Health and Human Service
AGRICULTURE	County of SD (OA)	Emergency Mgt	
SHELTER OPERATIONS	American Red Cross	Community Services	Police
	Community Services	Public Works	
	County of SD (OA)	Emergency Mgt	
DEBRIS REMOVAL	Public Works	Emergency Mgt	County of SD (OA)
FLOOD FIGHTING	Public Works	Emergency Mgt	
		Fire	
UTILITY RESTORATION	SDG&E	Emergency Mgt	
	Public Works		
PLANNING/INTEL	**RESPONSIBILITIES**		
	Primary (Local)	Supporting (Local)	Supporting Agency
SITUATIONAL AWARENESS	Emergency Mgt	Animal Care	
		Communications	
		Development Services	
		Economic Development	
		Finance	
		Fire	
		Human Resources	
		Information Technology	
		Library	
		Police	
		Public Works	
		Recreation	
DOCUMENTATION	City Clerk	City Attorney	
		Communications	
		Finance	
		Emergency Mgt	
GIS	Information Technology		
ADVANCED PLANNING	Fire Police Public Works Development Services	Emergency Mgt.	

ROLES AND FUNCTIONAL RESPONSIBILITIES

LOGISTICS	RESPONSIBILITIES		
	Primary (Local)	Supporting (Local)	Supporting Agency
SUPPLY	Public Works		
TRANSPORTATION	Public Works		*NCTD*
FACILITIES	Public Works		
PERSONNEL	Human Resources		
COMMUNICATION S/IT	Information Technology		
VOLUNTEER COORDINATION	Emergency Mgt		County of SD (OA)
	County of SD (OA)		
DONATIONS MGT	Emergency Mgt	Finance	County of SD (OA)
	(County of SD (OA)		
FINANCE/ADMIN	**RESPONSIBILITIES**		
	Primary (Local)	Supporting (Local)	Supporting Agency
COMPENSATION/CLAIMS	HR	Finance	
COST ACCOUNTING	Finance	Emergency Mgt	
PROCUREMENT	Finance	Emergency Mgt	
REIMBURSEMENT	Finance	Emergency Mgt	Cal OES
			County of SD (OA)
RECOVERY	**RESPONSIBILITIES**		
	Primary (Local)	Supporting (Local)	Supporting Agency
RECOVERY DIRECTOR	Development Services	Public Works	
		Emergency Mgt	
DAMAGE ASSESSMENT	Engineering	Communications	Cal OES
		Development Services	County of SD (OA)
		Fire	VOAD
		Police	
		Emergency Mgt	
DEBRIS REMOVAL	Public Works	Communications	County of SD (OA)
		Finance	VOAD
		Emergency Mgt	
PUBLIC ASSISTANCE	Emergency Mgt	City Council	Cal OES
		Deputy City Manager	County of SD (OA)
		Public Works	
INDIVIDUAL ASSISTANCE	Emergency Mgt	City Council	Cal OES
		City Manager	County of SD (OA)
		Public Works	VOAD

ROLES AND FUNCTIONAL RESPONSIBILITIES

LOGISTICS	RESPONSIBILITIES		
	Primary (Local)	Supporting (Local)	Supporting Agency
LOCAL ASSISTANCE CENTER	Emergency Mgt	Communications	Cal OES
		Development Services	VOAD
		Economic Development	
		Finance	County of SD (OA)
		Fire	
		Public Works	
		Recreation	

SECTION V: ACTIVATION OF THE EOP

INTRODUCTION

The City's EOP is an all-hazards plan that is scalable and flexible to meet the response needs of an incident. The EOP should be activated when an emergency has occurred (or might occur). The following circumstances would warrant an activation:

- When so ordered by the City's Director of Emergency Services, as designated in Municipal Code, section 7-5 (Ord. No. 1527, § 5, 9-13-72; Ord. No. 2014-16, § 1, 12-10-14), and provided that the actual or potential emergency has been proclaimed in accordance with the existing ordinance; or
- When the Operational Area (OA), County of San Diego Office of Emergency Services, proclaims a local emergency that includes the City; or
- When the Governor has proclaimed a state of emergency in an area including the City; or
- When a State of War Emergency has been proclaimed under the statutory triggers identified in the California Emergency Services Act (California Government Code Chapter 7:1:2 § 8620-8624); or
- When there is a Presidential declaration of a national emergency

AUTHORITY TO ACTIVATE THE EOP

The City requires the Director of Emergency Services, and the other emergency services chiefs to develop and manage a comprehensive emergency management plan for the jurisdiction. These individuals are responsible for activating of the City's EOP. The following personnel have the authority to activate the EOP:

- City Manager (Assistant or Deputy—following established line of succession)
- Fire Chief
- Police Chief

LEVELS OF ACTIVATION

The State of California Emergency Plan identifies three levels of emergencies used to categorize emergency response. These same levels are used by the San Diego County Operational Area (OA), and the City.

ACTIVATION LEVEL	CONDITIONS/DEFINITIONS
NORMAL OPERATIONS/ MONITORING	A constant state of readiness, wherein emergency management functions maintain situational awareness and operational capabilities. First responders manage day-to-day incidents within this level.
LEVEL 3	A minor to moderate incident wherein local resources is adequate and available. A local emergency is unlikely.
LEVEL 2	A moderate to severe emergency wherein local resources are not adequate and mutual aid may be required from the OA, region, or state. A local emergency may or may not be proclaimed.
LEVEL 1	Major disasters wherein resources in or near the impacted area are overwhelmed and extensive, and state and/or federal resources are required. A local emergency proclamation is likely, and a state of emergency may be proclaimed. A presidential declaration of emergency or major disaster may be requested.

EMERGENCY OPERATIONS CENTER (EOC) OVERVIEW

The Escondido Emergency Operations Center (EOC) is integral in the coordination of successful response and recovery operations. The EOC serves in support of the incident commander and field responders. With centralized decision making, personnel and other resources can be utilized more effectively. Coordination of activities through the EOC ensures that all tasks are accomplished with little or no duplication of effort, and with the highest probability of success.

Day-to-day operations are conducted by departments and agencies throughout the city. When a major emergency or disaster occurs, the EOC provides the centralized management needed to facilitate a coordinated response.

EOC ACTIVATION

The level of EOC activation is dependent on the severity of the impending disaster or emergency. EOC activation levels are likely to correspond with the emergency response levels listed above.

Activation Procedures:

- The Incident Commander will submit a recommendation for EOC activation through their chain of command (Fire, Law Enforcement, and/or Public Works)
- The Fire Chief, Law Enforcement Chief, or Public Works Director will notify the Director of Emergency Services (or City Manager) and advise of the impending emergency requiring EOC activation
- The Director of Emergency Services will coordinate with City public safety personnel and decide on EOC activation
- EOC staff will be notified through the City's mass notification system of an EOC activation.

The decision to activate the EOC may be considered under the following circumstances:

EVENT	ACTIVATION	RECOMMENDED STAFF
☐ Structure fire displacing large number of residents ☐ Law Enforcement activity requiring evacuation or shelter in place ☐ Two or more large incidents involving 2 or more City departments ☐ Notified of a credible attack on a target within the city boundaries ☐ Minor earthquake of 4.0 – 4.9 magnitude within San Diego County and affecting the City ☐ Severe storm predicted to bring high wind and heavy rain ☐ Notification of Public Safety Power Shutoff (PSPS) affecting the City ☐ EOC activation in a neighboring jurisdiction during a major event	LEVEL 3 Monitoring	☐ EOC Director ☐ Operations Section Chief ☐ Planning Section Chief ☐ Public Information Officer ☐ EOC Coordinator

EOC ACTIVATION

EVENT	ACTIVATION	RECOMMENDED STAFF
☐ Emergency involving multiple City departments with heavy resource involvement ☐ Wildland fire threatening developed areas ☐ Severe weather damage necessitating damage assessment information collection ☐ Moderate Earthquake 5.0 – 5.9 magnitude centered in San Diego County.	LEVEL 2 *Transitional Activation* *(modified as needed)*	☐ All Command Staff ☐ All Section Chiefs ☐ Agency Representatives (as needed) ☐ Branches/Units (as needed)
☐ Any natural disaster casing evacuations and/or damages ☐ Major Earthquake of 6.0 or greater, centered in the City or neighboring jurisdiction ☐ A Local Emergency has been proclaimed for the City. ☐ A State of Emergency has been declared by the Governor in our County.	LEVEL 1 *Full Activation*	☐ All EOC positions ☐ Staff for second operational period alerted

Deactivation of the EOC

The decision to deactivate the EOC will be a coordinated discussion among City leadership and the incident commander/unified command in the field. There are several factors that influence the decision to deactivate the EOC. However, the EOC is generally deactivated when the incident response operations have concluded and begin transitioning to recovery operations. It should be noted that the EOC may need to remain activated to facilitate recovery operations. Therefore, EOC deactivations are situation dependent.

EOC ORGANIZATION

The City's Emergency Preparedness Manager is responsible for ensuring the on-going readiness of the EOC and EOC personnel. All City departments are required to provide staff to fill EOC positions, as necessary.

During emergency operations, the EOC, in accordance with SEMS, is organized into five major functional areas. They are:

1. Management
2. Operations
3. Planning/Intelligence
4. Logistics
5. Finance/Administration

There are several procedural responsibilities common to all the sections. These responsibilities include gathering and verifying information; decision-making; coordinating; briefing; advising; following procedures; providing, notifying, and scheduling staff; and comprehensive record-keeping.

The City's EOC Organizational Chart can be found here.

EOC LOCATION

The EOC will be used during any EOC activation unless that location is compromised or inaccessible. In such a circumstance, operations would be moved to the alternate EOC. If a physical set-up of the EOC is impossible, virtual technologies will be employed for the purposes of briefings, assignments monitoring, and dissemination of public information. The EOC floorplan and the alternate EOC floorplan can be found in SECTION XII.

PROCLAMATION OF A LOCAL EMERGENCY

The Director of Emergency Services may request the City Council to proclaim that there is a present or potential threat of a "local emergency." In the absence of the Director, the legally appointed alternate may make this request.

If the City Council is not in session, or cannot be convened in a timely manner, the Director (or duly appointed alternate) may issue the proclamation.

The City Council must ratify any such proclamation at its next regularly scheduled council meeting. If the Council does not act to ratify the proclamation at that time, the proclamation will have no further force or effect. It may, however, be terminated sooner by the City Council at a special meeting called by the council for that purpose.

In the local proclamation, the Director of Emergency Services may also request the Governor to proclaim a "state of emergency" when, in the opinion of the Director, the locally available resources are inadequate to cope with the emergency.

Whenever a local emergency is proclaimed, a copy of the proclamation will be sent to the County of San Diego Office of Emergency Services. In its capacity as the Operational Area, that agency will be asked to forward the local proclamation to the State for further considerations.

A local proclamation empowers the Director of Emergency Services to:

- Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, such rules and regulations must be confirmed at the earliest practicable time by the city council
- Obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property and to bind the city for the fair value thereof and, if required immediately, to commandeer the same for public use
- Require emergency services of any City officer or employee and, in the event of the proclamation of a "state of emergency" in the county in which this city is located or the existence of a "state of war emergency"
- Command the aid of as many citizens of this community as deemed necessary in the execution of his/her duties; such persons shall be entitled to all privileges, benefits, and immunities as are provided by state law for registered disaster services workers
- Requisition necessary personnel or material of any City department or agency; and
- Execute all his/her ordinary power as City Manager, all the special powers conferred upon him/her by this chapter or by resolution or emergency plan pursuant hereto adopted by the City Council, and by any other lawful authority.

MUTUAL AID

Mutual aid, including personnel, supplies, and equipment, is provided in accordance with the California Master Mutual Aid Agreement, and other local Mutual Aid Agreements. (A link to the Master Mutual Aid Agreement may be found in the Appendix/Attachments section.)

In San Diego County, jurisdictions are linked through various mutual aid agreements. The City, through its Fire, Law Enforcement, and Public Works Departments has existing mutual aid agreements, including automatic mutual aid, with regional partners. These agreements are often utilized daily and are always available on an as needed basis.

The City's EOP is supported by various strategic and tactical plans of City departments, as well as the operational plans of partner agencies throughout San Diego County. The City's EOP is designed under the guidance of the Operational Area EOP. The emergency preparedness, response, and recovery process, polices, and activities described within this EOP are consistent with the uniform coordination that exists among all OA partners in local government, non-governmental organizations, and the private sector.

Additional information about the process for mutual aid operations can be found in the functional annexes of the County of San Diego EOP which may be found in the attachments section. Annexes describe mutual aid coordination for fire and rescue, law enforcement, mass care and shelter, public health, public works, and many other functions.

SECTION VI: DIRECTION, CONTROL, AND COORDINATION

The City of Escondido utilizes the Standardized Emergency Management System (SEMS) for coordinating all local emergencies. The framework of SEMS incorporates the use of the Incident Command System, multi-agency or interagency coordination, Operational Area concepts, and the State's Master Mutual Aid Agreement.

SEMS is flexible, scalable, and designed to meet the operational needs of any situation. It can be partially or fully implemented to manage a potential or actual threat or an emerging or ongoing incident. SEMS may also be implemented in advance of a planned event which may increase the likelihood of a strain on existing emergency response resources. When appropriately initiated, SEMS allows for an incident-specific scaled response, the efficient delivery of needed resources, and the effective coordination of emergency response and management activities.

The following is the hierarchy of the local response structure:

- Field or on-scene operations
- Department-specific operational coordination
- Situational Management coordinated at the Emergency Operations Center (EOC)
- San Diego County Operational Area (OA) assistance
- State Coordination
- Federal Coordination

FIRST RESPONDERS (FIELD OPERATIONS/ON SCENE OPERATIONS)

First Responders use ICS to manage response operations. All public safety departments follow standard operating procedures when managing an incident internally and/or in coordination with multiple City departments. During any incident, an Incident Commander (IC) or Unified Command post (UC) will be established. The IC/UC is responsible for developing and implementing the tactical response to the incident. Tactical roles and responsibilities are outlined in agency SOPs and other procedural guides.

DEPARTMENT OPERATIONS CENTER (DEPARTMENT-SPECIFIC OPERATIONS)

Some City departments may open a Department Operations Center or DOC. These second-tier command centers allow individual departments (or groups of departments) to better track their resources and manage their departments' roles and responsibilities. DOCs typically operate from their usual locations without directly reporting to the Emergency Operations Center (EOC). DOCs communicate directly with the field, mitigating field needs, and potentially addressing these needs before they even reach the EOC. DOCs may or will (1) assist with the coordination of emergency operations; (2) always communicate their actions to the EOC; and (3) sometimes request resources that may be outside of their normal scope. Each DOC is linked to the EOC through the EOC's Operations section, directly communicating with the coordinators assigned for each specific function.

EMERGENCY OPERATIONS CENTER (OVERALL INCIDENT MANAGEMENT)

When an incident requires the activation of the Emergency Operations Center (EOC), the Incident Commander or the designated head of Unified Command will maintain authority to direct the tactical response. The EOC, however, assumes management of the overall coordination for the incident. It is up to the EOC to establish the priorities for the response and for all responders to the emergency. Coordination elements include but are not limited to (1) incident communications; (2) ordering and allocating resources; (3) collecting and disseminating information to the response teams; (4) issuing alerts and warnings; and (5) providing information to the public.

The EOC is organized into five (5) sections, each responsible for carrying out a different aspect of the response.

1. **Management Section:** This section is responsible for overall EOC operations and coordination. The Management section facilitates the EOC response and makes sure that all EOC functions are operational.
2. **Operations Section:** This section is responsible for coordinating all incident-related strategic operations as directed by the Management Section. The Operations Section coordinates priority missions with the branch coordinators and it ensures resource deployments which are consistent with the objectives set by the EOC.
3. **Planning and Intelligence Section:** The P/I Section maintains situational awareness for the EOC by collecting, analyzing, and sharing incident-related information. It also prepares the EOC Action Plan and maintains resource status reports.
4. **Logistics Section:** This section provides any resources which support the City's disaster response. Resources may include, but are not limited to, personnel, space, vehicles, and equipment.
5. **Finance/Administration Section:** The Finance/Administration section maintains accurate financial records generated during the emergency and makes sure that all incident-related costs are tracked. The section also ensures that all recovery-related costs and expenses are properly recorded.

OPERATIONAL AREA

Once it has been determined that an incident is beyond the capabilities of the City and/or its mutual aid agreements, the City may request the assistance of the County of San Diego, which, through its designation as the Operational Area (OA), may provide additional support and resources to the City or region. Direction and control of the local incident remains with the City. When a request is initiated by the City, additional assistance related to direction and control may be provided by the County OA.

The County of San Diego manages the OA EOC. The decision to activate the OA EOC will be made by the County's Director of OES. The Director may also activate the OA EOC when (1) there is an incident involving an unincorporated area; (2) there is an incident involving the unincorporated area plus one or more cities; or (3) when there is an incident involving two or more cities. The OA EOC will help coordinate incident responses among all affected local jurisdictions.

STATE COORDINATION

The OA EOC communicates with the State Operations Center (SOC) on behalf of the local jurisdictions. During major emergencies, state government resources are mobilized through Cal OES in response to requests received through regional mutual aid coordinators. Jurisdictional needs are communicated to the OA EOC which then communicates these needs directly to the state.

FEDERAL COORDINATION

When the federal government responds to an emergency or disaster within the City, it will coordinate with the state to establish a Unified Coordination Group (UCG) in accordance with unified command principles. The UCG will integrate state and federal resources and set priorities for implementation. The UCG may activate a Joint Field Office (JFO) to facilitate unified operations. When a JFO is activated, the SOC will transfer operational control to that facility.

SECTION VII: INFORMATION COLLECTION, ANALYSIS, AND DISSEMINATION

Gathering accurate information, analyzing that information, and then sharing accurate, timely, and appropriate information are the essential activities which support successful planning, emergency responses, and efficient recovery efforts.

INFORMATION COLLECTION

Prior to the activation of an EOC, information is collected in the field by the Incident Commander and by emergency dispatchers who may have been alerted to the incident. When the decision is made to activate the EOC, gathering accurate information becomes a top priority for the EOC. Collecting good information and data is essential for maintaining situational awareness and establishing a common operating picture. The Planning and Intelligence section in the EOC is tasked with seeking out and collecting incident information and compiling the information into useable formats. The Planning and Intelligence Section receives updated information from field personnel (through the Operations Section), media outlets, social media platforms, and various other sources.

Obtaining accurate information and rapidly assessing it are essential tasks at the beginning and throughout emergency response activities. Critical information, known as Essential Elements of Information (EEI), includes information about:

- Lifesaving needs, such as evacuation or search and rescue
- The status of critical infrastructure, including transportation, utilities, communication systems, fuel, and water supplies
- The status of critical facilities, like Law Enforcement and Fire stations, medical providers, water/sewage treatment facilities, and media outlets
- The risk of damage to the community, for example, ruptured dams and levees, damage to facilities producing or storing hazardous materials, and anything that will threaten large areas of the city
- The number of citizens who have been displaced because of the event and the estimated extent of damage to their dwellings
- Information about the potential for cascading or concurrent events

ANALYSIS OF INFORMATION

All information collected will be analyzed by response personnel, EOC staff, supporting agencies, decision-makers, and any partner with a vested interest in the planning, response, and/or recovery processes. Analysis of information involves vetting and verifying that the information is accurate, timely, and usable.

DISSEMINATION OF INFORMATION

Once information has been collected, vetted, and verified, it will be distributed to a range of recipients. Information is shared from the field to the EOC and from the EOC to the field. It is also shared with collaborating agencies and may be shared with the public by way of the various news-reporting media or social media.

Information may be distributed internally through verbal communications, E-mail, WebEOC, 800 MHz radio, phone platforms (person to person calls, conference calls, virtual meetings, etc.), and EOC briefings.

Regularly occurring EOC briefings will be held to update departments and affiliated agencies, organizations, and any entities with a direct or peripheral role in the declared emergency. These briefings will be held on either a fixed schedule or as often as needed.

Any information being released to the public must be approved for release by the IC and/or EOC Director. When appointed, the incident's Public Information Officer (PIO) is responsible for releasing information through all appropriate channels. External partners and the public may receive information through any of the methods, and may also find information through press releases, broadcast alerts and warning messages, situational reports, social media, and other media outlets.

SECTION VIII: COMMUNICATIONS

During normal or stable operations, responders use the Regional Communications System (RCS) to facilitate emergency communications among response agencies throughout the county. The RCS provides public safety voice and data communications to San Diego County agencies via 800Mhz radio, for the purpose of improving public safety, public service communications, and interoperability. The San Diego County Sheriff's Department's Wireless Services Division oversees the operation and maintenance of the RCS.

INCIDENT COMMUNICATIONS

Response to local emergencies is managed by first responders operating under the Incident Command System (ICS). The City of Escondido has designated radio channels for the public safety departments.

Fire

The City of Escondido Police and Fire Department Dispatch center is responsible for day-to-day radio communications. It provides dispatch services 24/7/365. Dispatch personnel are responsible for all medical, fire, and rescue operations in the City.

Note: The San Diego Sheriff's Department is responsible for the unincorporated county areas of the Rincon del Diablo Fire District which is also serviced by the Escondido Fire Department

Law Enforcement

The Escondido Police and Fire Department dispatch center manages and coordinates law enforcement communications for the City.

Public Works

During regular business hours, the Public Works administration office manages calls for service for the Public Works Department and dispatches crews, as appropriate, to deal with any incidents requiring Public Works personnel. For after hours and weekends, the Escondido Police and Fire Department dispatch center handles calls for Public Works requests. During major incidents, Public Works will stand up a Department Operations Center (DOC) to handle Public Works requests.

The regional communication framework is further explained in the County of San Diego Emergency Operations Plan, Annex I: Communication and Warning System, and the Tactical Interoperability Communications Plan.

ALERTS AND WARNINGS

SD County residents, and particularly local residents receive emergency notifications through three different alert and warning systems within San Diego County. These systems are (1) the Emergency Alert System (EAS); (2) Wireless Emergency Alerts (WEA); and (3) Alert San Diego or Accessible Alert San Diego.

Emergency Alert System (EAS)

The State of California has been divided into "EAS Operational Areas" for the purpose of disseminating emergency information. The San Diego EAS Operational Area encompasses the entire County. Under Federal guidelines, local EAS operational plans are written by the broadcast community. Two radio stations, KOGO (600 AM) the Local Primary (LP)-1 and KLSD (1360 AM) the Local Primary (LP)-2 have emergency generators and have volunteered to be the local primary stations for the OA.

All radio and television stations in San Diego County along with all cable TV providers will be broadcasting emergency public information in the event of an activation of the EAS. The system is designed so that all the radio, TV and cable stations/systems monitor the LP-1 and LP-2 stations and forward the information to their listeners and viewers.

The County's Office of Emergency Services (OES) is authorized to activate the EAS. Local jurisdictions in the OA can contact the OES Duty Officer to activate the system in the event of the need to notify its citizens to take protective actions or to provide emergency information.

Wireless Emergency Alerts (WEA)

The WEA system is a federally maintained alert and warning system. It is available to all residents, including those in this jurisdiction, to notify them in times of severe or extreme hazards within the framework, agreements, rules, and protocols agreed upon by the Federal Emergency Management Agency (FEMA), the Federal Communications Commission (FCC), and the Unified Disaster Council (UDC).

Through the County's existing mass notification system (Blackboard Connect), jurisdictions can initiate WEA messages. WEA messages are emergency notifications sent by authorized government alerting authorities, as determined by the jurisdiction, through mobile carriers and broadcast to mobile phones receiving a signal from cell towers within or near the alert area.

ALERTS AND WARNINGS

WEA version 3.0 from FEMA/FCC incorporates .10-mile geo-targeting capability which allows jurisdictions to notify residents with greater accuracy. Since WEA messages may have regional implications and may be received by residents in surrounding jurisdictions, WEA messages require regional coordination.

If a jurisdiction's public safety official (Incident Commander, or other authorized alerting authority as determined by the Jurisdiction) determines that the severity of an incident necessitates public alert through WEA, the public safety official will request that a WEA is developed and sent out through their respective dispatch agency. Note that the use of the WEA system is solely authorized for severe or extreme hazards.

Severe or extreme hazards are incidents where an emergency threatens, or is imminently expected to threaten, life, health, or property. WEA messages must contain protective action instructions that recipients should follow to reduce vulnerability to the specific threat.

Protective action instructions may include one or more of these terms:

- "Shelter" – Shelter in place
- "Evacuate" – Relocate as instructed
- "Prepare" – Prepare
- "Execute" – Execute a pre-planned activity
- "Avoid" – Avoid the hazard
- "Monitor" – View local information sources
- "All clear" – The event no longer poses a threat or concern

Alert San Diego and Accessible Alert San Diego

The County of San Diego has instituted a regional notification system that is able to send telephone notifications, texts and emails to residents and businesses within San Diego County who are impacted by, or in danger of being impacted by a disaster. This software system is called "Alert San Diego." It is used by emergency response personnel to notify residents at risk with information about the event and/or actions (such as evacuation, shelter in place, gas leak, missing person at risk, etc.)

ALERTS AND WARNINGS

Alert San Diego enables emergency dispatchers to call residents, via a reverse 9-1-1 protocol. The call will alert them to emergency actions which may need to be taken. Alert San Diego combines GIS mapping technologies with 9-1-1 calling data in an easy-to-use interface. The system utilizes the region's 9-1-1 database, provided by the local telephone companies, which includes both listed and unlisted landline phone numbers. It is TTY/TDD capable.

Alert San Diego is also available in accessible formats. “Accessible Alert San Diego” provides emergency management with the capability of alerting and informing residents of San Diego County who are hearing or sight impaired. Such users will be informed before, during, and after a disaster. Accessible Alert San Diego sends accessible alerts and information to internet and video-capable devices, such as computers, cell phones, smart phones, tablet computers, and wireless Braille readers.

Residents are also encouraged to self-register their Voice Over Internet Protocol (VoIP), cellular telephone numbers, and/or email addresses to receive notifications via phone, text, email, and/or American Sign Language with English voice and text.

If a jurisdiction’s Public Safety Official, as determined by the Jurisdiction, determines that the severity of an incident necessitates public alert through Alert San Diego, the public safety official will be responsible for processing and disseminating the Alert San Diego message.

Use of Alert San Diego system is authorized for the following purposes:

1. Imminent or perceived threat to life or property
2. Disaster notifications
3. Evacuation notices
4. Public health emergencies
5. Any notification to provide emergency information to a defined community

Use of Alert San Diego email and text alerts for registered mobile devices are authorized to issue a notice about a missing person who may be at risk.

PUBLIC INFORMATION

The need for accurate and timely public information, complete with concise instructions, is a necessity during an emergency. The Escondido Communications and Community Services Department and the respective public information officers from the public safety departments staff the EOC in response to disasters or emergencies.

Team members must be able to quickly access tools such as the Internet, social media platforms and the City's intranet. Some team members may work from remote locations if they cannot get to the EOC. Team members process emergency information and confirm with the EOC Director as to which emergency updates may be distributed to public outlets. Only information verified/approved by the Incident Commander and the EOC Director can be disseminated by the communications team. The communications team generally disseminates information about areas within the City's jurisdiction only, but makes referrals to, and coordinates with, other jurisdictions.

The communications team distributes information using several methods, including social media, email subscription services, news conferences, and incident updates (brief press releases). Updated public messaging describes (1) the nature of the hazard; (2) the recommended or required protective actions to take; and/or (3) shelter or recovery information.

All communication must be effective, equitable, and redundant. The communications team ensures all public information is accessible to the whole community. Inclusive public communications include but are not limited to:

- Accessible public information/messaging throughout event
- Social Media Platforms
- Direct communication accommodations
- Visual Language Translators/Pictograms
- Certified ASL (American Sign language) Interpreter(s)
- Video Relay Services (VRS)/ Video Remote Interpreting (VRI) availability
- Assistive Listening Devices
- Non-English Translators
- Accessible Website updates
- Accessible materials (e.g., forms, brochures)
- Personal Assistant Services (PAS) availability
- Large font signage
- Non-English signage
- Press conference with equal accessibility
- Closed Captioning

SECTION IX: ADMINISTRATION, FINANCE, AND LOGISTICS

ADMINISTRATION – DOCUMENTATION

Documentation of an emergency incident is an essential task that must be completed during a declared emergency. An incident may have written, visual, and audio records that provide the details of each step of the emergency response. These records must be collected and saved to provide the full documentation of a response. These records are essential when preparing debriefings, lessons learned documents, After Action Reports (AAR), and follow-up action steps. These records will allow the Emergency Planner and the Emergency Planning team to revise and/or develop more functional emergency plans.

Incident Reports

Incident reports capture the narrative of the call for service and any decisions that were made thereafter. Field responder's complete incident reports detailing actions taken. All radio communications are monitored by dispatch centers across the county, recording radio transmissions and creating transcripts for records.

Reports Generated by the EOC

EOC personnel complete activity logs which provide a chronological log of the activities and response actions of their respective sections. In addition to the activity logs, EOC personnel provide information to WebEOC to share with other responders in the region. WebEOC is a situational awareness tool that captures incident updates and paints a picture of incident progression.

The EOC is also responsible for producing the EOC Action Plan. The EOC Action Plan provides overall incident actions and strategies. All EOC personnel provide input to the action plan, which is approved by EOC management, and carried out by all incident personnel.

Damage Assessment/Cost Recovery Documentation

Damage assessment and cost recovery are significant elements of incident documentation. Damage estimates are needed to secure public assistance and individual assistance for anyone affected by the disaster. The State and Federal reimbursement process requires accurate documentation of costs incurred, including expense related to personnel, equipment, materials, contracts, etc. City departments will coordinate to ensure all resources and costs are captured through the various departmental tracking systems.

ADMINISTRATION – DOCUMENTATION

Following a disaster, jurisdictions must be able to identify, quantify, and describe the damages that have occurred through the preparation of damage assessments. Damage assessments allow jurisdictions to report the level of damage experienced, substantiate requests for additional assistance from state or federal partners, and identify community needs.

The City will utilize available personnel to patrol the city and begin collecting information about the type of damage witnessed. They will estimate and/or quantify the extent of damage. This includes personnel from Law Enforcement, Public Works, Utilities, Fire, Engineering, CERT members, etc. This information is collected and compiled into an initial damage estimate (IDE) report which is sent to the County Office of Emergency Services. County OES will compile all jurisdictional IDEs and submit them to the state then for further consideration of the need for preliminary damage assessments (PDA). PDA is the step in the assessment process which validates data and damages identified through IDEs. PDAs are conducted by state and federal officials. If PDAs are scheduled, the City will provide representatives to participate in the PDA tour of the damaged areas.

The damage assessment process is described in more detail in the San Diego County Damage Assessment Concept of Operations.

After-Action Reports (AAR)

California Code of Regulations, Title 19, § 2450 requires that any jurisdiction declaring a local emergency for which the governor proclaims a State of Emergency, and any state agency responding to that emergency shall complete and transmit an after-action report to Cal OES. The report must be a comprehensive review of the incident, including but not limited to response actions taken, necessary modifications to plans and procedures, and identified training needs.

The AAR contains an improvement plan that sets a path forward for the identified training needs and implementation of necessary improvements.

Record Retention Schedule

Documentation, records, and reports produced by the City must be retained according to policies set forth by the City's established guidelines. Protocols also provide for the safe storage and proper disposal of all documentation. City retention guidelines establish the schedule and parameters for record-keeping. The City Clerk has established a retention schedule and the Information Services (IS) Department assists City departments with electronic back up of vital records.

ADMINISTRATION – DOCUMENTATION

(Vital records pertaining to emergency response may also be stored on the City's intranet which is managed by the IS Department. These records are routinely backed up and stored separately from the hard drives.)

FINANCE SECTION

The Finance Department manages all financial aspects of disaster response and recovery. The Finance Department has established city's protocols for financial management. Protocols have been developed for procurement, cost accounting, and reimbursement. The Finance Director, (or designee), serves as the lead for the Finance Section in the EOC, monitoring all disaster expenditures, including timekeeping and extraordinary payroll; contract management; purchased, leased, or loaned supplies and equipment; and non-warehoused materials.

Therefore, the EOC Finance Section is responsible for tracking all costs associated with an EOC activation. It ensures all costs are appropriate with existing emergency operations procedures, and rules. The City's disaster procurement policy is outlined in Sec.*10-80 Emergencies and exigency*. In the case of public exigency or an emergency as defined in section 8558 of the California Government Code, the city may dispense with competitive procurement for the purchase of goods and services for the duration of the exigency or emergency. The purchase may be made under the direction of the city council or city manager. The City Manager is empowered to declare an emergency or public exigency pursuant to chapter 7 of this Code. This hereby authorizes emergency purchases under conditions that pose an immediate threat to public health, safety, or welfare.

The Finance Section also ensures that, to the greatest extent possible, all eligible costs are collected and submitted to State and Federal agencies for the purposes of reimbursement. Fiscal representatives from each City department, in coordination with the Recovery Director, will collaborate to make certain that all appropriate reimbursement documentation is submitted for all possible public and/or individual assistance reimbursement programs.

Public Assistance

Cost recovery is achieved through Federal and State public assistance programs. Each jurisdiction has the responsibility to complete and submit the required documents for both State and Federal public assistance programs, if seeking and accepting such assistance. There are various public assistance programs available based on the type of disaster that has occurred, including but not limited to:

- Fire Management Assistance Grant (FMAG)
- U.S. Army Corps of Engineers Rehabilitation and Inspection Program
- Federal Highway Administration Emergency Relief Program
- US Department of Housing and Urban Development
- US Department of Agriculture Emergency Loans
- California Disaster Assistance Act (CDAA)

FINANCE SECTION

Each of these programs are referenced in the San Diego County Operational Area Recovery Plan and can be found in the most recent FEMA Public Assistance Program and Policy Guide.

Individual Assistance

Individuals are expected, whenever possible, to provide for themselves and be responsible for their own personal recovery. However, many individuals may need and reasonably expect the government to deliver assistance to them well after the disaster. The City will coordinate with FEMA to acquire assistance from the Individuals and Households Program. The program provides financial assistance and/or direct services to those affected by a disaster who have extraordinary expenses and resource needs that they are unable to meet on their own. Assistance falls into two categories:

- Housing Assistance (including Temporary Housing, Repair, Replacement, and Semi-Permanent or Permanent Housing Construction)
- Other Needs Assistance (including personal property and other items)

LOGISTICS

Proper planning and forward-leaning preparations will greatly enhance the City's ability to respond to and effectively manage a disaster. Adequate staffing, proper training, and sufficient warehousing of equipment and resources are key considerations. The City's Emergency Management program takes the lead for ensuring the following examples of logistical actions before and during an emergency:

Before:

- The acquisition and resource-typing of County equipment
- The stockpiling of critical supplies
- The designation of emergency facilities, shelter sites, family reunification areas, etc.
- The establishment of mutual aid agreements, (e.g., with the American Red Cross)
- The compilation and maintenance of accurate contact lists

During:

- The movement and pre-positioning of emergency equipment
- Arranging for food, respite and transportation for both victims and emergency responders
- Arranging for shelter facilities, as needed
- Calling for mutual aid
- Provide backup power and communications
- Establishing methods for cell phone recharging, oxygen refills for residents, etc.

Homeland Security Grant Program (HGSP)

Many of the resources required to sustain the City's preparedness and response efforts are funded through the Homeland Security Grant Program. The HSGP supports the implementation of the National Preparedness System by building, sustaining, and delivering the core capabilities which will help achieve the National Preparedness Goal. The underlying National Preparedness Goal is a secure and resilient nation. Two additional programs provide funding for the City's preparedness:

State Homeland Security Grant Program (SHSGP)

The State Homeland Security Program (SHSGP) is an assistance program that provides critical funds to build core capabilities at the State, local, tribal, and territorial levels. The SHSGP enhances national resilience efforts at the State level by minimizing disruptions and rapidly recovering from natural or human-caused disasters. The SHSGP focuses on meeting the goals and objectives included in the State's Homeland Security strategies and initiatives listed in the State Preparedness Report (SPR).

To be considered eligible for SHSGP assistance, activities implemented must support terrorism preparedness by building or enhancing prevention, protection, mitigation, response, and recovery efforts related to terrorism. It should be clearly noted that any capabilities which support terrorism preparedness simultaneously support all-hazard preparedness.

Urban Area Security Initiative (UASI)

As a part of the San Diego County Operational Area, the Cities in the County receive funding from the Urban Area Security Initiative. The UASI Program assists high-threat, high-density urban areas in their efforts to build and sustain the core capabilities necessary for the prevention, protection, mitigation, response, and recovery efforts related to acts of domestic or international terrorism. The UASI program provides financial assistance to help address the unique multi-disciplinary planning, organization, equipment, training, and exercise needs of these regions. The Whole Community approach is embraced by UASI-based planning.

Support Requirements/Mutual Aid

California's statewide emergency planning and response preparations are built upon a foundation of mutual aid. Mutual Aid is designed to ensure that adequate resources, facilities, and other support are provided to jurisdictions whenever their own resources prove to be inadequate to cope with a given situation(s).

Realistically, no jurisdiction has the necessary resources to fully respond to and recover from a major or catastrophic disaster. The City will request mutual aid when appropriate; conversely, it fills mutual aid requests that come from another jurisdiction or region. This is done in accordance with SEMS and NIMS. Please note that the City will always coordinate with the County for hazardous materials incidents, public health crises, mass casualty and mass fatality events, and environmental protection services.

Resource Management

During any emergency, resource management rests with the entity/agency in charge of that incident. Typically, incident commanders will manage their resources from the established command post. If the EOC is activated, the EOC will support resource ordering and tracking. During any emergency, the logistics section's primary responsibility is to ensure the mobilization, acquisition, and delivery of resources to support the response effort at the disaster sites, public shelters, EOC, etc.

SECTION X: PLAN DEVELOPMENT AND MAINTENANCE

The Operational Area (OA), as designated by the County of San Diego Office of Emergency Services, coordinates the update of the Operational Area Emergency Operations Plan (OA EOP) every four years. The OA EOP was developed following the guidelines contained within FEMA's Comprehensive Preparedness Guide (CPG) 101.

The City, along with the other jurisdictions in San Diego County, utilize the OA EOP as the base upon which it has developed the current EOP. The San Diego County Emergency Managers Working Group established an EOP subcommittee charged with developing a local template based on the OA EOP. The subcommittee worked to identify the appropriate local-level operations, policies, and procedures needed for inclusion in this plan. The established goal of the OA EOP template is to further the standardization of plans and processes throughout the county. Every effort will be made to enhance the highest degree of collaboration and coordination within the OA.

Emergency Operations Plans are to be reviewed and revised according to a regularly occurring schedule or when one of the following may occur:

- Following a major incident
- When there is a significant change in operational resources (e.g., policy, personnel, organizational structures, management processes, facilities, equipment)
- After each activation
- Before and after major exercises
- When appropriate if there is a change in elected officials
- Whenever there is a modification of the jurisdiction's demographic profile, hazard, or threat assessment
- As formal updates of planning guidance or standards are implemented
- In response to the enactment of new or amended laws or ordinances.

To ensure the EOP is a relevant and current tool, and in compliance with State-level regulations, the EOP will be reviewed and/or updated every four years.

Although the EOP is a public document, it is also a living document that may be changed frequently, therefore the most current version the of EOP is kept on file with the City. Anyone wishing to access the EOP may do so by contacting the City Clerk's office and requesting a copy of the EOP.

SECTION XI: AUTHORITIES AND REFERENCES

- Unified San Diego County Emergency Services Organization, Fifth Amended Emergency Services Agreement, 2005
- California Emergency Services Act, Chapter 7 of Division 1 of Title 2 of the Government Code
- San Diego County Operational Area Emergency Operations Plan – September 2018
- Petris (SEMS) SB 1841 Chapter 1069 - Amendments to the Government Code, Article 7, California Emergency Services Act
- California Master Mutual Aid Agreement
- Incident Command System, Field Operations Guide, ICS 420-1
- San Diego County Mutual Aid Agreement for Fire Departments
- California Law Enforcement Mutual Aid Plan
- Public Works Mutual Aid Plan
- San Diego County Multi-Jurisdictional Hazard Mitigation Plan 2018
- San Diego Urban Area Tactical Interoperable Communications Plan, February 2006
- Unified San Diego County Emergency Services Organization Resolution adopting the National Incident Management System updated October 2017
- Developing and Maintaining Emergency Operations Plans Comprehensive Preparedness Guide (CPG) 101 Version 2.0, November 2010
- FEMA Independent Study (IS) 0368 - Including People with Disabilities and Others with Access and Functional Needs in Disaster Operations
- Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelter, November 2010
- Public Law 288, 93rd Congress, Disaster Relief Act of 1974
- Public Law 920, 81st Congress, Federal Civil Defense Act of 1950
- A Whole Community Approach to Emergency Management: Principles, Themes ad Pathways for Action, December 2011
- California Government Code 8593.3 (2018) – Accessibility to Emergency Information and Services
- Web Content Accessibility Guidelines (WCAG) 2.0
- San Diego County Operational Area Recovery Plan (2019)SE

SECTION XII: ATTACHMENTS/APPENDIX

EOC Organizational Chart

EOC Floor Plan

Alternate EOC Floor Plan

Master Mutual Aid Plan

Cal OES - Fire And Rescue - Mutual Aid Plan - 20141201
https://www.caloes.ca.gov/FireRescueSite/Documents/CalOES_-_Fire_and_Rescue_-_Mutual_Aid_Plan.pdf (Beginning on page 35 in the linked document)

Multi-Jurisdictional Hazard Mitigation Plan

Multi-jurisdictional Hazard Mitigation Plan *(San Diego County)*
https://www.sandiegocounty.gov/oes/emergency_management/oes_jl_mitplan.html

Functional Annexes – County of San Diego EOP

San Diego County Operational Area Functional Annexes *(Operational Area Emergency Operations Plan of the Unified San Diego County Emergency Services Organization And County Of San Diego, 2022)* 2022-EOP-Complete-Plan.pdf (sandiegocounty.gov)

- Annex A – Emergency Management
- Annex B – Fire and Rescue Mutual Aid Operations
- Annex C – Law Enforcement Mutual Aid Operations
- Annex D – Mass-Casualty Operations
- Annex E – Public Health Operations
- Annex F – Medical Examiners Operations
- Annex G – Care and Shelter Operations
- Annex H – Environmental Health Operations
- Annex I – Communications and Warning Systems
- Annex J – Construction and Engineering Operations
- Annex K – Logistics
- Annex L – Emergency Public Information
- Annex M – Behavioral Health Operations
- Annex N – (not assigned)
- Annex O – Animal Services
- Annex P – Terrorism
- Annex Q – Evacuation

SECTION XIII: GLOSSARY

ACCESS AND FUNCTIONAL NEEDS (AFN) Access and functional needs (AFN) refers to individuals who are or have (1) physical, developmental, or intellectual disabilities; (2) chronic conditions or injuries; (3) limited English proficiency; (4) older adults; (5) children; (6) low income, homeless and/or transportation disadvantaged (i.e., dependent on public transit); (7) pregnant women.

ADAPTABILITY According to the National Response Framework, planning efforts need to be built on a foundation of flexibility, scalability, and adaptability. Adaptability refers to the idea that a plan must be constructed so that other departments, jurisdictions, or agencies can utilize some or all of the plan if needed.

AFTER ACTION REPORT(S) (AAR) An AAR is a detailed critical summary or analysis of a past event (such as an emergency event) made for the purposes of re-assessing decisions and considering possible alternatives for future reference.

ALL-HAZARDS (APPROACH OR PLANNING) By taking an All-Hazards approach, jurisdictions produce emergency plans that serve as the basis for effective response to any hazard that threatens the jurisdiction; facilitate integration of mitigation into response and recovery activities; and facilitate coordination with State, Federal, tribal, Non-Governmental, and other authorities when a local emergency, disaster or catastrophe is declared.

AMERICANS WITH DISABILITIES ACT OF 1990 (ADA) The Americans with Disabilities Act of 1990 or ADA is a civil rights law that prohibits discrimination based on disability. It affords similar protections against discrimination to Americans with disabilities as the Civil Rights Act of 1964, which made discrimination based on race, religion, sex, national origin, and other characteristics illegal, and later sexual orientation.

COMMAND AND CONTROL Command and Control, sometimes referred to as C2, is the exercise of authority and direction by a properly designated commander over assigned personnel in the accomplishment of the present mission. As all incidents have a local beginning and end, Command and Control is typically established on-scene or within the local, affected area. Command and Control functions are performed through an arrangement of personnel, equipment, communications, facilities, and procedures employed by the Incident Commander in planning, coordinating, and controlling operations.

COMMAND STAFF Within an Incident Command System, the Command Staff is assigned to carry out staff functions needed to support the Incident Commander. These functions include interagency liaison, incident safety, and public information. Command Staff positions are established to assign responsibility for key activities not specifically identified in the General Staff functional elements.

Glossary

COMMUNITY EMERGENCY RESPONSE TEAM (CERT) The Community Emergency Response Team (CERT) program educates volunteers about disaster preparedness for the hazards that may impact their area and trains them in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations. CERT offers a consistent, nationwide approach to volunteer training and organization that professional responders can rely on during disaster situations, allowing them to focus on more complex tasks.

COMMUNITY RESILIENCY Community resilience is the sustained ability of a community to use available resources to respond to, withstand, and recover from adverse situations. This allows for the adaptation and growth of a community after disaster strikes.

COMPREHENSIVE EMERGENCY MANAGEMENT PLANS OR SYSTEM Comprehensive Emergency Management plan or system describes the responsibilities and capabilities of the agencies and organizations in a specified jurisdiction working to prevent, protect against, mitigate, respond to, and recover from emergencies and major disasters impacting the community.

CONCEPT OF OPERATIONS (CON-OPS) A concept of operations (Con-Ops) is a high-level description of the actions to be taken in the pursuit of mission accomplishment during any activation of an emergency operations or response plan. The Con-Ops can be thought of from the perspective of ends, ways, and means. The “end” is the stated objective, ranging from a very broad strategic aim to the accomplishment of a specific task. The “means” are the capabilities to be employed in each situation. The “ways” are the description of how the means are to be employed to achieve the ends.

CRITICAL INFRASTRUCTURE Critical Infrastructure includes the vast network of highways, connecting bridges and tunnels, railways, utilities, hospital and medical facilities, and buildings necessary to maintain normalcy in daily life. Transportation, commerce, public healthcare, clean water, fuel supplies, natural gas, and electricity all rely on these vital systems.

CULTURAL COMPETENCE Cultural competence refers to an ability to interact effectively with people of different cultures and socio-economic backgrounds, particularly in the context of human resources, non-profit organizations, and government agencies whose employees work with persons from different cultural/ethnic backgrounds. Cultural competence comprises four components: Awareness of one's own cultural worldview, Attitude towards cultural differences, Knowledge of different cultural practices and worldviews, and cross-cultural skills.

Glossary

DISASTER SERVICES WORKERS (DSW) During an emergency or disaster, the City may ask employees to do work outside the normal scope of their duties as Disaster Service Workers (DSW). All public employees in the State of California are considered Disaster Service Workers. Even though employees may work outside of their scope, they will not be asked to perform duties that require specialized technical skills or physical activities that are beyond their individual capacities or capabilities.
humanitarian or palliative care in the aftermath.

EMERGENCY EVENT An emergency is a situation that poses an immediate risk to health, life, property, or environment. Most emergencies require urgent intervention to prevent a worsening of the situation. Some, but not all emergency situations may be prevented or mitigated due to diligent pre-planning and risk reduction. Sometimes emergencies can be overwhelming and despite rapid and effective emergency response efforts, the situation may devolve into humanitarian or palliative care in the aftermath.

EMERGENCY OPERATIONS CENTER (EOC) The City's Emergency Operations Center (EOC) serves as the coordination hub for an incident response. This facility provides a central intelligence arena for decision makers and response team personnel to gather critical information, coordinate response activities, and manage personnel as the emergency dictates.

EMERGENCY OPERATIONS PLAN (EOP) The **Emergency Operations Plan** provides the structure and processes that the City utilizes to respond to and initially recover from an event. The **EOP** is therefore the response and recovery component of the Emergency Management Plan.

EMERGENCY PREPAREDNESS Emergency Preparedness is the state of readiness achieved through proper and timely planning. Such readiness relies on proactive steps taken to prepare for unexpected, serious, and dangerous occurrences. Emergency planning may involve preparation and planning for a natural or human-caused disaster, accidents, security breaches, domestic and foreign terrorism, mass casualty incidents, mass fatality situations, food and water disruptions, supply chain interruptions, infrastructure damage, or any disruptive catastrophe.

EMERGENCY RESPONSE Emergency response includes any systematic response to an unexpected or dangerous occurrence. The goal of an emergency response procedure is to mitigate the impact of the event on people and the environment.

FLEXIBILITY According to the National Response Framework, planning efforts need to be built on a foundation of flexibility, scalability, and adaptability. Flexibility refers to the idea that a plan must be able to allow for improvisation and redirection if the original plan is rendered unusable.

Glossary

FULL-SCALE EXERCISE A full scale exercise is a multi-agency, multijurisdictional, multi-discipline exercise involving functional responses (e.g., a joint field office, emergency operation centers, Department Operations Centers, etc.) and ‘‘boots on the ground’’ responses (e.g., firefighters decontaminating mock victims, EMS personnel establishing triage areas, activating alerts and messaging, etc.) It is intended to test and evaluate the operational capability of the emergency management system in an interactive manner.

GENERAL STAFF The group of incident management personnel reporting to the Incident Commander. They may have one or more Deputies, as needed. The General Staff consists of the Operations Section Chief, Planning/Intelligence Section Chief, Logistics Section Chief, and Finance/Administration Section Chief.

INCIDENT COMMAND SYSTEM (ICS) The Incident Command System (ICS) is a standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple jurisdictions, departments, or agencies can be effective.

INCIDENT COMMANDER (IC) The incident commander is the person responsible for all aspects of an emergency response; including quickly developing incident objectives, managing all incident operations, application of resources as well as responsibility for all persons involved. The incident commander sets priorities and defines the organization of the incident response teams and the overall incident action plan. The role of incident commander may be assumed by senior or higher qualified officers upon their arrival or as the situation dictates. Even if subordinate positions are not assigned, the incident commander position will always be designated or assumed.

INTEROPERABLE COMMUNICATIONS See “Interoperability” below.

INTEROPERABILITY Interoperability is an essential communications link within public safety and public service wireless communications systems which permits units from two or more different entities to interact with one another and to exchange information according to a prescribed method to achieve predictable results.

Glossary

JOINT INFORMATION SYSTEM (JIS) A joint information system provides the process for merging incident information and public affairs into a united organization. This organizational structure provides consistent, coordinated, and timely information during a crisis or incident operations. Its mission includes (1) to provide a structure and system for developing and delivering coordinated interagency messages; (2) to develop, recommend, and execute public information plans and strategies on behalf of the incident commander; and (3) to advise the incident commander on public affairs issues that could affect a response effort, and controlling rumors and inaccurate information that could undermine public confidence.

MITIGATION Mitigation encompasses all activities that reduce or eliminate the probability of a hazard occurrence or eliminate or reduce the impact from the hazard if it should occur. In Comprehensive Emergency Management, mitigation activities are undertaken during the time prior to an imminent or actual hazard impact.

MULTI-AGENCY COORDINATION SYSTEM (MACS) Multi-agency Coordination Systems (MACS) are a part of the standardized Incident Command System. MACS provides the basic architecture for facilitating the allocation of resources, incident prioritization, coordination, and integration of multiple agencies for large-scale incidents and emergencies.

MUTUAL AID (AGREEMENTS) (ASSISTANCE) In the context of emergency management, mutual aid is an agreement among emergency responders to lend assistance across jurisdictional boundaries. This may occur due to an emergency response that exceeds local resources, such as a natural disaster act of terror. Mutual aid may be ad hoc, requested only when such an emergency occurs. It may also be a formal standing agreement for cooperative emergency management on a continuing basis, such as ensuring that resources are dispatched from the nearest locale, regardless of which side of the jurisdictional boundary the incident is on.

NON-GOVERNMENTAL ORGANIZATION (NGO) Organizations which are independent of government involvement are known as non-governmental organizations or non-government organizations. NGOs are a subgroup of organizations founded by citizens, which include clubs and associations that provide services to their members and others. NGOs are usually nonprofit organizations, and many of them are active in humanitarianism or the social sciences. Several NGOs avail themselves to the community during times of crisis.

Glossary

OPERATIONAL AREA (OA) Operational Area refers to the Cal OES (Southern) region which has the responsibility of carrying out the coordination of information and resources within the region and between the SEMS state and regional levels to ensure effective and efficient support to local response. Operational Areas serve as the conduit for local and regional perspective and provide a physical presence for Cal OES functions at the local level in all phases of emergency management.

PUBLIC INFORMATION OFFICER (PIO) During ongoing and significant emergencies, the City may appoint or designate a Public Information Officer or Officer who would be responsible for creating and enabling communication between the jurisdiction, and both news media outlets and the public. This position serves in the Incident Command Structure and supports the mission of the Incident Commander. It is up to the PIO(s) to make sure any statements released to the press and the public follow agency guidelines, are accurate, and adhere to official policy or laws.

RECOVERY A critical part of handling any serious emergency is in the management of the Disaster Recovery Phase. The Recovery Phase is likely to involve, to a significant degree, external emergency services. The priority during this phase is the safety and wellbeing of the citizens, emergency workers, and disaster recovery personnel. Another top priority is the minimization of the emergency itself, the removal or minimization of the threat of further injury or damage and the re-establishment of external services such as power, communications, water etc. A significant task during this phase is also the completion of Damage Assessment Forms.

RESILIENCY (COMMUNITY) See Community Resiliency above.

SCALABILITY According to the National Response Framework, planning efforts need to be built on a foundation of flexibility, scalability, and adaptability. Scalability refers to the idea that a plan must be able to be expanded or compressed based on the complexity of a potential emergency.

STAKEHOLDERS An emergency management stakeholder is an individual who is affected by the decisions made (or not made) by emergency managers and policymakers in his or her community. Since all citizens are likely to be affected by emergency management policies, this definition implies all citizens are emergency management stakeholders.

TABLETOP EXERCISE A table-top exercise (TTX) is a discussion-based exercise in response to a scenario intended to generate a dialogue of various issues to facilitate a conceptual understanding, identify strengths and areas for improvement, and/or achieve changes in perceptions about plans, policies, or procedures.

Glossary

TABLETOP EXERCISE A table-top exercise (TTX) is a discussion-based exercise in response to a scenario intended to generate a dialogue of various issues to facilitate a conceptual understanding, identify strengths and areas for improvement, and/or achieve changes in perceptions about plans, policies, or procedures.

TACTICAL See Tactical Response below

TACTICAL RESPONSE A tactical response is contrasted with a strategic vision. Strategy defines the long-term goals of the mission and how the response team might achieve them. Put another way, strategy gives the organization the path needed to achieve a successful mission. Tactics and tactical response measures are much more concrete and are often oriented toward smaller steps and a shorter time frame along the way. Tactical milestones are easily identifiable.

UNIFIED COMMAND A Unified Command allows agencies with different legal, geographic, and functional authorities and responsibilities to work together effectively without affecting individual agency authority, responsibility, or accountability. Under a Unified Command, a single, coordinated Incident Action Plan will direct all activities.

UNIFIED DISASTER COUNCIL (UDC) The Unified Disaster Council (UDC) is the governing body of the Unified San Diego County Emergency Services Organization. The Council is comprised of the San Diego County Board of Supervisors, who serves as Chair of the Council, and representatives from the 18 incorporated cities.

VIRTUAL TECHNOLOGIES During a major disaster or catastrophic event that prevents people from reporting to a physical location, many departments, jurisdictions, and agencies may ask certain employees to work from home. Remote work is enabled by technologies including virtual private networks (VPNs), voice over internet protocols (VoIPs), virtual meetings, cloud technology, work collaboration tools and even facial recognition technologies that enable a person to appear before a virtual background to preserve the privacy of the home. Remote work also saves commute time and provides more flexibility.

VULNERABLE POPULATIONS Vulnerable populations include patients who are racial or ethnic minorities, children, elderly, socioeconomically disadvantaged, underinsured or those with certain medical conditions. Members of vulnerable populations often have health conditions that are exacerbated by unnecessarily inadequate healthcare.

Glossary

WebEOC WebEOC is a web-enabled crisis information management system that provides real-time Information sharing and Situational Awareness. It provides a platform for real-time information-sharing between organizations, within and across disciplines, and among geographic regions.

WHOLE COMMUNITY (PLANNING OR APPROACH) Whole Community is defined by FEMA as "a means by which residents, emergency management practitioners, organizational and community leaders, and government officials can collectively understand and assess the needs of their respective communities and determine the best ways to organize and strengthen their assets, capacities, and interests."

SECTION XIV: ACRONYMS

AAR (AFTER ACTION REPORT)

ADA (AMERICANS WITH DISABILITIES ACT OF 1990)

AFN (ACCESS AND FUNCTIONAL NEEDS)

ARC (AMERICAN RED CROSS)

ASL (AMERICAN SIGN LANGUAGE)

C.A.S.T. (CITIZENS' ADVERSITY SUPPORT TEAM) [ESCONDIDO]

CAL OES (CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES)

CC (CLOSED CAPTIONING)

CDAA (CALIFORNIA DISASTER ASSISTANCE ACT)

CERT (COMMUNITY EMERGENCY RESPONSE TEAM)

CHP (CALIFORNIA HIGHWAY PATROL)

COMPREHENSIVE EMERGENCY MANAGEMENT PLANS OR SYSTEM

CON-OPS (CONCEPT OF OPERATIONS)

CPG (COMPREHENSIVE PREPAREDNESS GUIDE 101, VERSION 2)

DES (DIRECTOR OF EMERGENCY SERVICES)

DOC (DEPARTMENT OPERATIONS CENTER)

DSW (DISASTER SERVICES WORKERS)

EAS (EMERGENCY ALERT SYSTEM)

ECDC (SAN DIEGO EMERGENCY COMMUNICATIONS AND DATA CENTER)

EEI (ESSENTIAL ELEMENTS OF INFORMATION)

EO (EMERGENCY ORGANIZATION)

EOC (EMERGENCY OPERATIONS CENTER)

EOP (EMERGENCY OPERATIONS PLAN)

FCC (FEDERAL COMMUNICATIONS COMMISSION)

Acronyms

FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)

FMAG (FIRE MANAGEMENT ASSISTANCE GRANT)

HR (HUMAN RESOURCES)

HSGP (HOMELAND SECURITY GRANT PROGRAM)

IC (INCIDENT COMMANDER)

ICS (INCIDENT COMMAND SYSTEM)

IDE (INITIAL DAMAGE ESTIMATE)

IT OR ITS (INFORMATION TECHNOLOGY SYSTEMS)

JFO (JOINT FIELD OFFICE)

JIS (JOINT INFORMATION SYSTEM)

LE (LAW ENFORCEMENT, POLICE, SHERIFF, ETC.)

MACS (MULTI-AGENCY COORDINATION SYSTEM)

NGO (NON-GOVERNMENTAL ORGANIZATION)

NIMS (NATIONAL INCIDENT MANAGEMENT SYSTEM)

OA (OPERATIONAL AREA)

P/I (PLANNING/INTELLIGENCE)

PDA (PRELIMINARY DAMAGE ASSESSMENT)

PIO (PUBLIC INFORMATION OFFICER)

PW (PUBLIC WORKS DEPARTMENT)

RCS (REGIONAL COMMUNICATIONS SYSTEM)

SEMS (STANDARDIZED EMERGENCY MANAGEMENT SYSTEM)

SHSGP (STATE HOMELAND SECURITY GRANT PROGRAM)

SOC (STATE OPERATIONS CENTER)

SPR (STATE PREPAREDNESS REPORT)

Acronyms

TLO (TERRORISM LIAISON OFFICER)

UASI (URBAN AREA SECURITY INITIATIVE)

UCG (UNIFIED COORDINATION GROUP)

UDC (UNIFIED DISASTER COUNCIL)

URBAN AREA SECURITY INITIATIVE (UASI)

VoIP (VOICE OVER INTERNET PROTOCOL)

VRI (VIDEO REMOTE INTERPRETING)

VRS (VIDEO RELAY SERVICES)

WEA (WIRELESS EMERGENCY ALERTS)

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CITY of ESCONDIDO

FUTURE AGENDA

12/4/2024

CONSENT CALENDAR - (A. MORROW) - CONTINUING REPAIR OF THE EMERGENCY REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN

CONSENT CALENDAR - (J. PERPETUA) - SALARY SCHEDULE FOR MANAGEMENT AND UNCLASSIFIED GROUPS; PART-TIME PAY PLAN

CONSENT CALENDAR - (C. HOLMES) - APPROVAL OF THE FY2025/26 RECOGNIZED OBLIGATION PAYMENT SCHEDULE

CONSENT CALENDAR- (C. HOLMES)- ANNUAL FINANCIAL REPORT ON CAPITAL FUNDS FUNDED BY DEVELOPMENT IMPACT FEES PER GOVERNMENT CODE SECTION 66006

PUBLIC HEARING - (J. SCHOENECK) - SHORT-TERM RENTAL ORDINANCE

PUBLIC HEARINGS - (C. MCKINNEY) - MODIFICATION TO APPROVED CONDITIONAL USE PERMIT 900 W MISSION

CURRENT BUISNESS - (J. SCHOENECK) - ENTERING INTO A GROUND LEASE BETWEEN THE CITY OF ESCONDIDO AND R1 ESCONDIDO INVESTMENT, LLC

CURRENT BUSINESS - (J. SCHOENECK) -PUBLIC ART DEACCESSIONING AND REMOVAL OF VINEHENGE

CURRENT BUSINESS - (D. WHITE / J. GARCIA) - REVIEW OF CITY SIGN ORDINANCE

12/11/2024 - INSTALLATION CEREMONY