



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JANUARY 24, 2024

4:00 PM - Closed Session (Cancelled)

5:00 PM - Regular Session

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

WELCOME TO YOUR CITY COUNCIL MEETING

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

MAYOR

Dane White

DEPUTY MAYOR

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



201 N. Broadway

On TV



Cox Cable Channel 19 and U-verse Channel 99

Online



www.escondido.org



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WEDNESDAY, JANUARY 24, 2024

HOW TO PARTICIPATE

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

In Person



Fill out Speaker Slip and Submit to City Clerk

In Writing



<https://escondido-ca.municodemeetings.com>

ASSISTANCE PROVIDED

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





CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JANUARY 24, 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

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 MINUTES: Regular meeting of January 10, 2024](#)



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JANUARY 24, 2024

3. APPROVAL OF WARRANT REGISTER (COUNCIL)

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

- 379336 – 379507 dated December 6, 2023
- 379508 – 379653 dated December 13, 2023
- 379654 – 379982 dated December 20, 2023

Staff Recommendation: Approval (Finance Department: Christina Holmes)

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

5. ESTABLISH SPEED LIMITS FOR CENTRE CITY PARKWAY

Request the City Council adopt Resolution No. 2024-05 amending the traffic schedule establishing speed zones on Centre City Parkway.

Staff Recommendation: Approval (Development Services Department: Christopher W. McKinney, Deputy City Manager/Interim Director of Development Services and Julie Procopio, City Engineer)

Presenter: Edd Alberto, City Traffic Engineer

- a) Resolution No. 2024-05

PUBLIC HEARING

6. MASTER AND PRECISE DEVELOPMENT PLAN FOR A FOUR-UNIT, MULTI-FAMILY RESIDENTIAL PROJECT – PL23-0075

Request the City Council conduct a public hearing on the development proposal and take action on the recommendations of City staff and the Planning Commission, which recommend that the City Council introduce Ordinance No. 2024-01 adopting a Master and Precise Development Plan for a four-unit multifamily residential development (“Project”), and the CEQA Notice of Exemption.

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

Presenter: Jay Paul, Senior Planner

- a) Ordinance No. 2024-01 (First Reading and Introduction)



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JANUARY 24, 2024

CURRENT BUSINESS

7. CONSULTING SERVICES AGREEMENT AWARD FOR RFP 24-11 ESCONDIDO LIBRARY CRITICAL INFRASTRUCTURE AND MODERNIZATION PROJECT

Request the City Council adopt Resolution No. 2024-06, authorizing the Mayor to execute, on behalf of the City, a Consulting Services Agreement (“Agreement”) with IDS Group, in an amount not to exceed \$747,000 for design services for the Escondido Library Critical Infrastructure and Modernization Project (“Project”).

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

Presenter: Laura McLin, Project Manager

a) Resolution No. 2024-06

8. REPEAL OF ORDINANCES ESTABLISHING AND IMPLEMENTING THE CITY'S SERVICES COMMUNITY FACILITIES DISTRICT 2020-1

Request the City Council introduce Ordinance No. 2024-02 rescinding and repealing the City of Escondido’s Services Community Facilities District and adopt Resolution No. 2023-12 authorizing the City Manager to execute a Settlement Agreement with the Building Industry Association to resolve litigation challenging the Services CFD and related City enactments.

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

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

a) Resolution No. 2024-12

b) Ordinance No. 2024-02 (First Reading and Introduction)

9. SAN DIEGO COUNTY WATER AUTHORITY BOARD OF DIRECTORS VACANCY INTERVIEWS

Request the City Council conduct interviews of applicants to fill a vacancy on the San Diego County Water Authority Board of Directors, discuss and consider applicant qualifications, and take action on the vacancy, including appointment of a San Diego County Water Authority Director by approving Resolution No. 2024-13R.

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

Presenter: Zack Beck, City Clerk

a) Resolution No. 2024-13R



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, JANUARY 24, 2024

FUTURE AGENDA

10. FUTURE AGENDA

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

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S WEEKLY ACTIVITY REPORT

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

ORAL COMMUNICATIONS

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

ADJOURNMENT

UPCOMING MEETING SCHEDULE

Wednesday, January 31, 2024 4:00 & 5:00 PM Closed Session, Regular Meeting, *Council Chambers*
Wednesday, February 7, 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.



A F F I D A V I T S

O F

I T E M

P O S T I N G –

- **Master and Precise Development Plan - PL23-0075**



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

NOTICE OF PUBLIC HEARING

The Escondido City Council will hold a public hearing, in the City Council Chambers, Escondido City Hall, 201 N. Broadway, Escondido, California at 5 p.m., on Wednesday, January 24, 2024, to consider the item listed below:

MASTER AND PRECISE DEVELOPMENT PLAN – PL23-0075:

REQUEST: The Project includes a Master and Precise Development Plan for the conversion and remodel of a two-story commercial structure to accommodate four, two-bedroom apartment units on the second floor. Unit sizes range from 816 square feet to 934 square feet. The project also includes redesign of the existing parking located along the alley to include six covered parking spaces, new trash enclosure, exterior stairway and 2nd-story landing/terrace to provide access to the units. The proposal also includes adoption of the environmental determination for the Project.

PROPERTY SIZE AND LOCATION: The 0.16-acre project site is located on the south side of West Grand Avenue, between S. Maple Street and S. Broadway addressed at 143-145 W. Grand Avenue (Assessor's Parcel No. 233-062-02-00) within the Historic Downtown District (HD) of the Downtown Specific Plan (SPA 9).

ENVIRONMENTAL STATUS: The project qualifies for an exemption under the California Environmental Quality Act ("CEQA") Guidelines sections 15301 (Existing Facilities) and 15303 (New Construction or Conversion of Small Structure).

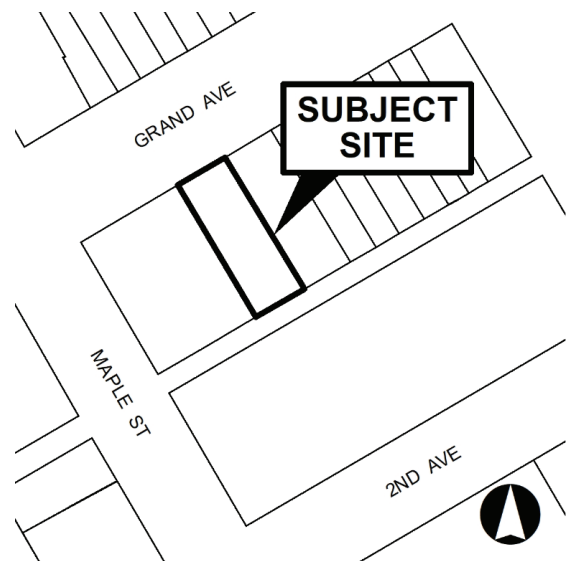
If you challenge this item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

PLANNING COMMISSION ACTION: On December 12, 2023 the Planning Commission held a public hearing to take action on the project and voted 5-0 to recommend the City Council approve 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://www.escondido.org/americans-with-disabilities-act>.

The staff report will be available on the City's website at <https://escondido-ca.municodemeetings.com/> on or around Thursday, January 18, 2024. For additional information, please contact Jay Paul (760) 839-4537, or email at jpaul@escondido.org and refer to Case No. PL23-0075.



DocuSigned by:

Zack Beck

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Zack Beck, City Clerk
City of Escondido
January 11, 2024

Published in THE ESCONDIDO TIMES-ADVOCATE
1/11/24



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. **CONFERENCE WITH LABOR NEGOTIATORS (Government Code § 54957.6)**
 - a. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Escondido Police Officers' Association Sworn Personnel Bargaining Unit
 - b. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Escondido Police Officers' Association Non-Sworn Personnel Bargaining Unit
 - c. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Escondido Firefighters' Association Safety Personnel and Non-safety Personnel Bargaining Unit
 - d. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Escondido City Employees' Association Supervisory Bargaining Unit
 - e. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Maintenance and Operations Bargaining Unit and Administrative / Clerical / Engineering Bargaining Unit, Teamsters Local 911
 - f. Agency Representative: Sean McGlynn, City Manager, or designee
Employee Organization: Police Management Association Bargaining Unit



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Mayor White adjourned the meeting at 4:49 p.m.

MAYOR

CITY CLERK



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

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FLAG SALUTE

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CALL TO ORDER

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

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

Dan Pritsker – Expressed concern regarding the rise of antisemitism in Escondido.

Sammy Shoreh – Requested the City Council pass a resolution calling for a ceasefire between Hamas and Israel.

Ella Revzin – Expressed concern regarding the rise of antisemitism in Escondido.

Mostafa Elsadany – Requested the City Council pass a resolution calling for a ceasefire between Hamas and Israel.

Khuloud Ake – Requested the City Council pass a resolution calling for a ceasefire between Hamas and Israel.

Nancy Burian – Expressed concern regarding homelessness in Escondido.

CONSENT CALENDAR

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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

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:

- 379336 – 379507 dated December 6, 2023
- 379508 – 379653 dated December 13, 2023
- 379654 – 379982 dated December 20, 2023

Staff Recommendation: Approval (Finance Department: Christina Holmes)

3. APPROVAL OF MINUTES: Regular meetings of December 6, 2023 and December 13, 2023

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

5. SUPPORT FOR A CMFA BOLD PROGRAM FOR THE NUTMEG PROJECT

Request the City Council adopt Resolution No. 2024-09 to approve and support a CMFA BOLD Program for the Nutmeg Project. (File Number 0440-15)

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

Presenter: Christopher McKinney, Deputy City Manager/Interim Director of Development Services

a) Resolution No. 2024-09

6. SAN DIEGO SENIORS COMMUNITY FOUNDATION EMPOWER SAN DIEGO SENIOR CENTERS GRANT - \$12,000

Request the City Council adopt Resolution No. 2024-01 authorizing the Director of Economic Development to receive a \$12,000 grant from the San Diego Seniors Community Foundation. (File Number 0480-70)

Staff Recommendation: Approval (Community Services Department: Jennifer Schoeneck, Director of Economic Development)

Presenter: Jilaine Hernandez, Community Services Supervisor

a) Resolution No. 2024-01

7. FISCAL YEAR 2023-24 STATE OF CALIFORNIA CITIZEN'S OPTIONS FOR PUBLIC SAFETY PROGRAM GRANT AND BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2024-04 authorizing the Escondido Police Department to accept a Fiscal Year 2023-24 Citizens' Option for Public Safety Program Grant



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

in the amount of \$232,909; 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 approve budget adjustments needed to spend grant funds. (File Number 0480-70)

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

Presenter: Edward Varso, Chief of Police

a) Resolution No. 2024-04

8. FISCAL YEAR 2022-23 U.S. DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT – LOCAL SOLICITATION AND BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2024-03 to authorize the Police Department to accept a \$46,913 Fiscal Year 2022-23 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. (File Number 0480-70)

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

Presenter: Edward Varso, Chief of Police

a) Resolution No. 2024-03

9. CONSENT TO RECORDATION OF AMENDED AND CORRECTED EASEMENT DEED

Request the City Council adopt Resolution No. 2024-07 consenting to and accepting an Amended and Corrected Easement Deed in real property for recordation with the San Diego County Assessor/Recorder/County Clerk. (File Number 0690-80)

Staff Recommendation: Approval (City Attorney's Office: Michael McGuinness, City Attorney)

Presenter: Michael McGuinness, City Attorney

a) Resolution No. 2024-07

10. REMOVAL OF CONDITION FOR PAYMENT OF DEFICIENCY FEE IN APPROVED DEVELOPMENT APPLICATION FOR ASH STREET PROJECT (PL22-0134/PL22-0154)

Request the City Council adopt Resolution No. 2024-08 settling a Fee Protest claim by removing a condition of development approval amounting to \$12,500 per unit imposed via adoption of a Tentative Subdivision Map in PL22-0134/PL22-0154. (File Number 0480-55)

Staff Recommendation: Approval (City Attorney's Office: Michael McGuinness, City Attorney)



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Presenter: Michael McGuinness, City Attorney

a) Resolution No. 2024-08

CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)

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

- 11. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING THE ESCONDIDO ZONING CODE TO ALLOW FOR AN INCREASE IN FENCE HEIGHT ON A CASE BY CASE BASIS IN THE INDUSTRIAL AND COMMERCIAL ZONES THROUGH THE ADMINISTRATIVE ADJUSTMENT PERMIT PROCESS**

Approved on December 6, 2023 with a vote of 5/0.

a) Ordinance No. 2023-16 (Second Reading and Adoption)

- 12. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING THE ZONING DISTRICT FOR THE SUBJECT PROPERTY FROM PLANNED DEVELOPMENT – INDUSTRIAL (PD-I) TO GENERAL INDUSTRIAL (M-2)**

Approved on December 6, 2023 with a vote of 5/0.

a) Ordinance No. 2023-17 (Second Reading and Adoption)

- 13. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, REPEALING AND REPLACING ESCONDIDO MUNICIPAL CODE CHAPTER 16A, MASSAGE REGULATION**

Approved on December 6, 2023 with a vote of 5/0.

a) Ordinance No. 2023-18 (Second Reading and Adoption)

- 14. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING AN ADDENDUM TO THE SOUTH CENTRE CITY FINAL NEGATIVE DECLARATION AND APPROVING AN AMENDMENT TO THE SOUTH CENTRE CITY SPECIFIC PLAN TO EXPAND THE MIXED-USE OVERLAY WITHIN THE ESCONDIDO BOULEVARD DISTRICT**

Approved on December 13, 2023 with a vote of 5/0.

a) Ordinance No. 2023-20 (Second Reading and Adoption)



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

CURRENT BUSINESS

15. REVIEW AND UPDATE CITY COUNCIL INTERAGENCY AND SUBCOMMITTEE ASSIGNMENTS

Request the City Council review and update the City's current interagency and council subcommittee assignments. (File Number 0610-55)

Staff Recommendation: Provide Direction (City Council: Mayor Dane White)

Presenter: Mayor Dane White

Motion to remove Councilmember Martinez from the San Diego County Water Authority Board of Directors and open an application process to fill the vacancy: Morasco; Second: C. Garcia; Approved: 5-0

FUTURE AGENDA

16. 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

Councilmember Morasco – Attended the Bethlehem Walk at the Jesus Christ of Latter Day Saints. Attended Winter Wonderland at the California Center for the Arts. Attended Oceanside Community Church.

Councilmember Joe Garcia – Attended a North County Transit District Meeting and the Board of Directors appointed a new Executive Director.

Deputy Mayor Christian Garcia – Attended a City Council / School Subcommittee Meeting.

Councilmember Consuelo Martinez – Attended a San Diego County Air Quality Control District Meeting.

Mayor Dane White – Attended a meeting with Supervisor Jim Desmond to discuss funding for Escondido. Attended a meeting with San Diego Mayor Todd Gloria's staff to discuss policies pertaining to homelessness.

CITY MANAGER'S WEEKLY ACTIVITY REPORT



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

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

ORAL COMMUNICATIONS

Yacin Alkolini - Requested the City Council pass a resolution calling for a ceasefire between Hamas and Israel.

Joaquin Hernandez - Requested the City Council pass a resolution calling for a ceasefire between Hamas and Israel.

Jasper Anda – Requested the City Council pass a resolution calling for a ceasefire between Hamas and Israel.

Becky Rapp – Thanked the City for banning cannabis businesses in Escondido.

Kristina Brown – Requested the City Council pass a resolution calling for a ceasefire between Hamas and Israel.

Taim Agha - Requested the City Council pass a resolution calling for a ceasefire between Hamas and Israel.

ADJOURNMENT

Mayor White adjourned the meeting at 5:49 p.m.

MAYOR

CITY CLERK



STAFF REPORT

January 10, 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:

379336 – 379507 dated December 6, 2023

379508 – 379653 dated December 13, 2023

379654 – 379982 dated December 20, 2023

Staff Recommendation: Approval (Finance Department: Christina Holmes)

FISCAL ANALYSIS

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

November 30, 2023 – December 06, 2023 is \$1,299,526.49

December 07, 2023 – December 13, 2023 is \$2,275,277.79

December 14, 2023 – December 20, 2023 is \$5,664,041.35

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

STAFF REPORT



STAFF REPORT

ITEM NO. 4

SUBJECT

WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

ANALYSIS

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

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

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

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

RECOMMENDATION

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

Respectfully Submitted,

Zack Beck
City Clerk



STAFF REPORT

January 24, 2024
File Number 1020-05

SUBJECT

ESTABLISH SPEED LIMITS FOR CENTRE CITY PARKWAY

DEPARTMENT

Development Services/Engineering

RECOMMENDATION

Request that the City Council adopt Resolution No. 2024-05 amending the traffic schedule establishing speed zones on Centre City Parkway.

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

Presenter: Edd Alberto, City Traffic Engineer

FISCAL ANALYSIS

There will be an approximate cost of \$2,000 associated with establishing speed limits for Centre City Parkway to install ten (10) new speed limit signs. The funds for these signs are budgeted in the Traffic Infrastructure fund.

BACKGROUND

Speed plays a critical role in the cause and severity of crashes. In a collision between a vehicle and a pedestrian, for instance, speed influences the severity of injury and fatality risk of a pedestrian. Studies have shown that the severity of the injury and likelihood of fatality to the pedestrian increases as speed increases. According to the 1999 National Highway Traffic Safety Administration (NHTSA) "Literature Review on Vehicle Travel Speeds and Pedestrian Injuries" study, fatality and serious injury rates increase substantially when travel speeds rise.

In October 2021, Governor Gavin Newsom signed Assembly Bill (AB) 43. The bill allows the City to maintain and enforce existing speed limits and roll back speed limit increases that happened several years ago, if the increase was not based on any physical changes to the design of the street. AB 43 took effect on January 1, 2022 and made a number of additions and modifications to the California Vehicle Code (CVC) that authorize local jurisdictions to set lower speed limits on certain streets.

CVC Section 40802 requires that Engineering and Traffic Surveys (E&TS) are conducted to establish speed limits and to enforce those speed limits using radar or other speed measuring devices. These surveys must



CITY of ESCONDIDO

STAFF REPORT

be updated periodically (every five, seven, or 14 years, depending upon specific criteria), to ensure the speed limits reflect current conditions as dictated by the 2022 CVC. These surveys must be conducted in accordance with applicable provisions of Section 627 “Engineering and Traffic Survey” of the CVC.

CVC Section 22358.6 requires local authorities to round speed limits to the nearest five (5) miles per hour of the 85th percentile of the free-flowing traffic. CVC Section 22358.6(c) also provides guidance that when a speed limit needs to be rounded up to the nearest five miles per hour increment of the 85th-percentile speed, the local authority may decide to round down to the lower increment of the 85th-percentile speed.

The Centre City Parkway corridor is a prime arterial that is approximately 6.5 miles long within the City Limits. This corridor was once US Highway 395 and ownership was transferred to the City in 1978. In the time that Centre City Parkway has been part of the City of Escondido, posted speed limits have not been established. The prima facie speed limit of 65-mph applies to Centre City Parkway per the California Vehicle Code (CVC). Centre City Parkway varies from four to six lanes along the corridor and is divided by a variable width median. There is direct access to Interstate 15 at the northern and southern ends of Centre City Parkway.

The characteristics of Centre City Parkway vary throughout the corridor. The northern portion from the city limits north of Nutmeg Street to El Norte Parkway has long stretches between signalized intersections with little development fronting the roadway. The middle portion of the corridor between Mission Avenue and Towne Centre Driveway has signalized intersections more closely spaced. The traffic signals are coordinated based on a 45-mph travel speed. The land uses along this section of the corridor are primarily commercial and residential. The southern portion of the corridor from Towne Centre Driveway to the city limits south of Citracado Parkway runs parallel to frontage roads with a mix of residential, commercial, and undeveloped lots.

To establish speed limits on Centre City Parkway, the requirements of Section 40802 of the California Vehicle Code (CVC), Engineering and Traffic Surveys are required by the State of California to enforce those limits using radar or other speed measuring devices. The surveys must be conducted in accordance with applicable provisions of Section 627 “Engineering and Traffic Survey” of the CVC.

I. Posting Speed Limits

The Centre City Parkway Corridor has been divided into the following five (5) roadway segments:

1. Northern City Limits to El Norte Parkway; 2.1 miles
2. El Norte Parkway to Mission Avenue; 0.8 mile
3. Mission Avenue to 5th Avenue; 1 mile
4. 5th Avenue to Towne Centre Driveway; 1.2 miles
5. Town Centre Driveway to Southern City Limits; 1 mile



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E&TS were conducted at these five (5) roadway segments along Centre City Parkway in accordance with the CVC. **Table 1** shows the results of the five surveys.

Segment No.	Segment		85 th Percentile Speed (MPH)	Rounded Speed (MPH)
1	North City Limits	El Norte Parkway	56	55
2	El Norte Parkway	Mission Avenue	51	50
3	Mission Avenue	5 th Avenue	47	45
4	5 th Avenue	Towne Centre Driveway	46	45
5	Towne Centre Driveway	South City Limits	54	50

The result of the E&TS for the segments show that the prevailing speeds are 46-56 miles per hour (MPH), Segments 1-4 show the 85th percentile speeds support rounding down to the nearest five mile per hour increment and the rounded speeds are appropriate for the surrounding land use and roadway geometry. Segment 5 in the southern portion of the corridor has an 85th percentile speed of 54 miles per hour; the E&TS recommended that this speed be rounded down to 50 MPH rather than up to 55 MPH due to conditions not readily apparent to the driver including the presence of pedestrians with no improved sidewalks, a pace speed of 45-54 mph, uncontrolled movements from side streets, and an accident rate higher than the Districtwide average for four lane divided roads.

IV. Recommendation

The results of the surveys were presented to the Transportation and Community Safety Commission on January 11, 2024. The Transportation and Community Safety Commission voted to recommend approval to establish speed limits on the Centre City Parkway corridor and approval of the Engineering and Traffic Studies for the five segments through the City of Escondido as summarized in **Table 2**.

The new speed limits shall be effective when new speed limit signage has been erected upon the street. The Police Department will issue warnings to drivers for the first two weeks of the speed limit signage being in place.



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Table 2 Summary of Speed Limit Actions

Street Name	Segment		Action
	From	To	
Centre City Parkway	City Limits North of Nutmeg Street	El Norte Parkway	Establish 55 MPH by City Council approval
Centre City Parkway	El Norte Parkway	Mission Avenue	Establish 50 MPH by City Council approval
Centre City Parkway	Mission Avenue	5th Avenue	Establish 45 MPH by City Council approval
Centre City Parkway	5th Avenue	Towne Centre Driveway	Establish 45 MPH by City Council approval
Centre City Parkway	Towne Centre Driveway	City Limits South of Citracado Parkway	Establish 50 MPH by City Council approval

RESOLUTIONS

- a. Resolution No. 2024-05

RESOLUTION NO. 2024-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING THE TRAFFIC SCHEDULE ESTABLISHING SPEED ZONES ON CENTRE CITY PARKWAY

WHEREAS, Escondido Municipal Code Section 28-5(12) provides that the City Council shall establish a Traffic Schedule for Speed Zones; and

WHEREAS, vehicle speed plays a critical role in the cause and severity of crashes. In a collision between a vehicle and a pedestrian, speed influences the severity of injury and fatality risk of a pedestrian. According to the 1999 National Highway Traffic Safety Administration (NHTSA) "Literature Review on Vehicle Travel Speeds and Pedestrian Injuries" study, fatality and serious injury rates increase substantially when travel speeds rise; and

WHEREAS, California Vehicle Code ("CVC") Section 40802 requires that Engineering and Traffic Surveys ("E&TS") are conducted to establish speed limits and to enforce those speed limits using radar or other speed measuring devices. These surveys must be updated periodically to ensure the speed limits reflect current conditions as dictated by the CVC. These surveys must be conducted in accordance with applicable provisions of CVC Section 627 "Engineering and Traffic Survey;" and

WHEREAS, CVC Section 22358.6 requires local authorities to round speed limits to the nearest five (5) miles per hour of the 85th percentile of the free-flowing traffic. CVC Section 22358.6(c) also provides guidance that when a speed limit needs to be rounded up to the nearest five miles per hour increment of the 85th-percentile speed, the local authority may decide to round down to the lower increment of the 85th-percentile speed; and

WHEREAS, the Centre City Parkway corridor is a prime arterial that is approximately 6.5 miles long within the City Limits. Centre City Parkway varies from four to six lanes along the corridor and is divided by a variable width median. There is direct access to Interstate 15 at the northern and southern ends of Centre City Parkway. This corridor was once US Highway 395 and ownership was transferred from the State of California to the City in 1978. At this time, the prima facie speed limit of 65-mph applies to Centre City Parkway per the California Vehicle Code; and

WHEREAS, for purposes of study and consideration, the Centre City Parkway Corridor has been divided into the following five (5) roadway segments:

1. Northern City Limits to El Norte Parkway; 2.1 miles
2. El Norte Parkway to Mission Avenue; 0.8 mile
3. Mission Avenue to 5th Avenue; 1 mile
4. 5th Avenue to Towne Centre Driveway; 1.2 miles
5. Town Centre Driveway to Southern City Limits; 1 mile; and

WHEREAS, the characteristics of Centre City Parkway vary throughout the corridor. The northern portion from the city limits north of Nutmeg Street to El Norte Parkway has long stretches between signalized intersections with little development fronting the roadway. The middle portion of the corridor between Mission Avenue and Towne Centre Driveway has signalized intersections more closely spaced. The traffic signals are coordinated based on a 45-mph travel speed. The land uses along this section of the corridor are primarily commercial and residential. The southern portion of the corridor from Towne Centre Driveway to the city limits south of Citracado Parkway runs parallel to frontage roads with a mix of residential, commercial, and undeveloped lots; and

WHEREAS, an E&TS was performed along the corridor and the results of the study for the segments show that the prevailing speeds are 46-56 miles per hour (MPH), Segments 1-4 show the 85th percentile speeds support rounding down to the nearest five mile per hour increment and the rounded

speeds are appropriate for the surrounding land use and roadway geometry. Segment 5 in the southern portion of the corridor has an 85th percentile speed of 54 miles per hour; and

WHEREAS, the survey results were brought before the Transportation and Community Safety Commission (“Commission”) on January 11, 2024 and the Commission recommended that speed limits as provided for herein be adopted, approved the Engineering and Traffic Studies for the five segments through the City of Escondido, and found that the Segment 5 speed be rounded down to 50 MPH rather than up to 55 MPH due to conditions not readily apparent to the driver including the presence of pedestrians with no improved sidewalks, a pace speed of 45-54 mph, uncontrolled movements from side streets, and an accident rate higher than the Districtwide average for four lane divided roads; and

WHEREAS, the City Council desires at this time to adopt the recommendation of the Commission and deems it to be in the best public interest to amend said traffic schedule.

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

1. That the above recitations are true.
2. That the City Council approves Resolution No. 2024-05 amending the Traffic Schedule

establishing Speed Zones on Centre City Parkway follows:

Street Name	From	To	85th Percentile Speed	Recommended Speed Limit (MPH)
Centre City Parkway	City Limits North of Nutmeg Street	El Norte Parkway	56	55
Centre City Parkway	El Norte Parkway	Mission Avenue	51	50
Centre City Parkway	Mission Avenue	5 th Avenue	47	45
Centre City Parkway	5 th Avenue	Towne Centre Driveway	46	45
Centre City Parkway	Towne Centre Driveway	City Limits South of Citracado Parkway	54	50



STAFF REPORT

January 24, 2024
File Number 0830-07

SUBJECT

MASTER AND PRECISE DEVELOPMENT PLAN FOR A FOUR-UNIT, MULTI-FAMILY RESIDENTIAL PROJECT – PL23-0075

DEPARTMENT

Planning Division, Development Services Department

RECOMMENDATION

Request the City Council conduct a public hearing on the development proposal and take action on the recommendations of City staff and the Planning Commission, which recommend that the City Council introduce Ordinance No. 2024-01 adopting a Master and Precise Development Plan for a four-unit multifamily residential development (“Project”), and the environmental determination for the Project.

Staff Recommendation: Approval (Development Services Department: Chris McKinney, Director of Development Services)

Presenter: Jay Paul, Senior Planner

PLANNING COMMISSION RECOMMENDATION

The Planning Commission considered the Project at its December 12, 2023 hearing and after deliberation, voted 6-0 (Commissioner Speer absent) to recommend the City Council approve the Project as conditioned; the staff report is included as Attachment “1”. The Commission’s discussion primarily focused on the Downtown Specific Plan Density Transfer Program process. The Commissioners did not express any concerns with the Project as proposed. No members of the public spoke at the hearing except for the Project applicant. Staff received one email expressing support for the Project, which is included as Attachment “2”.

PROJECT DESCRIPTION

The Project includes a Master and Precise Development Plan for the conversion and remodel of a two-story commercial structure to accommodate four, two-bedroom apartment units on the second floor. The Project also includes redesign of the existing parking area located along the alley to include six covered parking spaces, new trash enclosure, and an exterior stairway and second-story landing/terrace to provide access to the units.



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BACKGROUND

The Project site is located within the Downtown Specific Plan's Historic Downtown District. The site contains an approximately 8,000 square foot ("SF") two-story building (4,000 SF per story) and paved parking area located on the south side of the site along a 20-foot-wide public alley. The existing two-story, rectangular-shaped, stucco-clad commercial building was constructed in 1920 in the "commercial vernacular" style, which is typified by a recessed facade, flat roof, and brick-like detail trim along the roof line. Two commercial tenants (The Grand Tea Room and Design MOE) currently occupy the first floor while the upper floor is vacant. The second story of the building once housed Escondido's first hospital. The property is listed on the City of Escondido's Historic Sites Inventory and is listed on the Local Register.

LOCATION

The 0.16-acre Project site is located on the south side of W. Grand Avenue, between S. Maple Street and S. Broadway, and addressed at 143-145 W. Grand Avenue (Assessor's Parcel No. 233-062-02-00). A location map is provided under Attachment 1 of this report (refer to Attachment "1" of the Planning Commission staff report).

FISCAL ANALYSIS

As a private development Project, the proposed Project will require the payment of fees in effect at the time permits are requested. The Escondido City Council adopted Resolution No. 2020-24 declaring the City's intent to form a Community Facilities District ("CFD") (collectively referred to herein as the "CFD") to offset the cost of governmental services associated with new development. However, the City Council considered proposed changes to the City's service CFD levies at its December 13, 2023 meeting and will take further actions to repeal the CFD ordinances. The Council adopted Resolution No. 2023-156 (vote 5-0) amending the previously set levy of special taxes to eliminate the existing levies by setting all of them to \$0.00 per unit per year for all residential housing types.

ANALYSIS

1. General Plan / Zoning Consistency

The City's General Plan land-use designation for the 0.16-acre Project site is Specific Planning Area – Downtown Specific Plan (SPA 9) with a district designation of Historic Downtown (HD). The Project site is located with the Retail Core Area of the Downtown Specific Plan. The HD District and Retail Core Area along Grand Avenue permits for multi-family residential as a permitted use only when located on the second floor, as ground-floor commercial is required. Pursuant to the Downtown Specific Plan, a Master and Precise Development Plan is required for the proposed development. The Master and Precise Development Plan process allows for flexibility in development standards for a project, as outlined in Article 19 of the Escondido Zoning Code. The HD District allows a residential density of up to 75 dwelling units per acre ("du/ac") with a height limit of three stories and 45 feet. Based on the parcel size of 0.16 acres, the Project site could accommodate a theoretical yield of up to



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12 units. The Project proposes a density of 25 du/ac through the conversion of the second floor of the 27-foot-high building to accommodate four market rate apartment units with commercial uses on the ground floor. No increase in the building height is proposed. Therefore, the proposed Project is consistent with the land-use density and height standards envisioned for the Downtown Specific Plan.

The City adopted a “Downtown Density Transfer Program” that allows for the transfer of residential density from underutilized properties to properties that are undergoing redevelopment. This program allows property owners to re-assign or transfer units to other properties via a City administered density credit pool. The City holds the density credits until a redeveloping property acquires the density through the City’s program. The density transfer program prevents the loss of potential units when a property is redeveloped below the maximum density for the site, such as the proposed Project, in an effort to achieve full build-out in the Downtown Specific Plan area. The Project proposes a density/yield that falls short of the maximum density allowed on the subject property; therefore, the unused balance of eight residential units would be transferred to the Density Transfer Program, as required under Condition of Approval No. E11. A property owner has the ability to regain the transferred units for a future development of the subject site subject to Council approval. To date, over 900 unused density units have been transferred into the Program.

2. Site Design:

a) Project Access, Circulation and Parking:

The Project site fronts onto W. Grand Avenue on the north and a 20-foot-wide public alley on the south, which provides access to an existing fenced on-site parking and utility area. The Project design includes reconfiguration of the existing parking and utility area located towards the rear of the building to include six covered parking spaces, a new trash enclosure, and a stairway to the upper floor. The Project would include dedication of an additional two-feet along the Project’s southern frontage (public alley). Additionally, Grand Avenue is classified as a collector street and currently provides parallel and angled street parking. The Project site is also located within Vehicle Parking District No. 1, with several municipal parking lots in close proximity to the Project site.

The Project requires a minimum of eight residential spaces for the proposed four units (seven for the individual units and one guest space). Because the site is located within Parking District No. 1, mixed-use projects are exempt from non-residential parking requirements. Therefore, parking is not required for the ground-floor commercial space. In addition to the Project site’s location within Parking District No. 1, parking may be further modified through the Planned Development process. As such, the applicant proposes a total of six parking spaces (yielding a minimum of one covered space per unit with an overall ratio of 1.5 space per unit) and requests a parking reduction of two spaces so as to maximize the adaptive reuse potential of the upper story. Condition of



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Approval No. C3 would require the applicant to submit a parking management plan to the Planning Division detailing how the six spaces will be programmed for occupancy. For example, one parking space may be dedicated for each unit, with two additional spaces programmed for either the units, or set aside as guest spaces. Ultimately, Condition No. C3 will ensure the applicant programs the use of the parking spaces to the satisfaction of the Director of Development Services. The 1.5 parking ratio would be consistent with other approved high density multi-family projects throughout the Downtown Area in close proximity to transit services. There are dedicated bus stops along 2nd Avenue and Valley Parkway to serve the Downtown Area and Project. The North County Transit District Station/Sprinter Line is located at the northwest corner of W. Valley Parkway and Quince Street, five blocks (approximately 2,000 feet or 0.37 miles) to the west.

Due to the limited width of the parcel, existing above-ground infrastructure, upper-story access requirement, new trash enclosure, and required dedication along the alley, the applicant is also requesting a reduction in setbacks for the parking spaces to allow them along the side and rear alley where a five-foot setback otherwise would be required. Although on-street parking spaces are provided along the Project frontages, these spaces are open public spaces and are not specifically reserved for the subject building.

b) Open Space and Landscaping:

A minimum of 300 square feet of open space is required per unit, which equates to 1,200 square feet of open space for the four-unit Project. The Project would provide 1,200 square feet of common open space area for the residents consisting of a usable upper-story deck on top of the new covered parking structure. Small landscape opportunities within the parking area also would be provided. The Downtown Specific Planning Area provides additional open space amenities in close proximity to the Project site, including Grape Day Park and the smaller park/recreation area at the corner of E. Grand Avenue and Juniper Street.

c) Architectural Design, Color/Materials and Unit Mix:

The site consists of a two-story structure that includes existing ground-floor commercial (two separate tenant spaces) and an upper floor proposed for conversion to accommodate four, two-bedroom residential units. Unit sizes range from 816 square feet to 934 square feet. The windows on the alley-facing/rear elevation would be replaced with energy efficient units with a dark brown finish and a similar multi-pane design. Access to the units would be from an interior hallway with a single exterior entry door from the second-story terrace/landing. The existing upper-story doors would be removed.



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The rear of the building facade would include a stucco veneer and the entire building painted a light tan. The proposed covered parking structure would function as an open space roof-type deck for the residents. Metal tube-style railing would be installed along the new stairs, terrace/landing and parking/roof deck. Exterior lighting fixtures would be installed along the rear elevation with a color finish to match the window and door color. New code compliant windows with a frame style and multiple frames similar to the existing windows would replace the upper story windows on the Grand Avenue facade. These new windows would also function as emergency “rescue windows” to comply with Fire Department requirements. Project plans are included as Exhibit “B” to Ordinance No. 2024-01.

d) Historic Preservation Commission Recommendation:

The Downtown Specific Plan requires design review and the issuance of a Certificate of Appropriateness to be considered by the Historic Preservation Commission because the property is listed on the Local Register. The Historic Preservation Commission acts in an advisory role to the Director of Development Services on this matter. On November 11, 2023, the Historic Preservation Commission considered the Project and voted 5-0 to recommend approval of the Project design, exterior improvements and issuance of a Certificate of Appropriateness. The Commissioners did not express any concerns with the Project design and proposed building modifications.

ENVIRONMENTAL REVIEW

The Project qualifies for an exemption under the California Environmental Quality Act (“CEQA”) Guidelines sections 15301 (Existing Facilities), and 15303 (New Construction or Conversion of Small Structure). A Notice of Exemption has been included with the Planning Commission staff report as Attachment 3.

CONCLUSION

1. The proposed Project is consistent with the General Plan and the Downtown Specific Plan which encourage redevelopment of underutilized commercial properties and urban residential growth within the Downtown Area. The Project would further the Land Use and Community Form goals in Chapter II of the Escondido General Plan, including those related to community character and smart growth, as well as the Housing goals in Chapter IV of the General Plan, which include planning for sustainable growth and providing housing opportunities for all income groups and household types.
2. All land use development applications that consist of a Master and Precise Development Plan are subject to design review and the final decision-maker is the City Council. The proposed Project is consistent with the guiding principles for the Downtown Specific Plan (as modified by Planned Development) identified in the Land Use and Community Form Element of the Escondido General Plan because such principles accommodate this type of high-density urban development envisioned for



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the area. The proposed Project also provides for a well-designed, residential development that would be beneficial to its future residents and provide visual appeal in an area that is currently undergoing significant revitalization.

3. The Project as proposed would not have a significant effect on the environment, as designed and conditioned. The location, size, design and operational characteristics of the proposed Project would not be incompatible with, would not adversely affect, or would not be materially detrimental to adjacent land uses. The site is suitable for the type and intensity of use or development which is proposed. Both the Planning Commission and staff recommend the City Council adopt Ordinance No. 2024-01 to approve the proposed Project.

ORDINANCE

- A. Ordinance No. 2024-01
- B. Ordinance No. 2024-01, Exhibits A, B, C and D

ATTACHMENTS

- A. Attachment 1 – December 12, 2023 Planning Commission staff report
- B. Attachment 2 – Written Correspondence



STAFF REPORT

DATE: 12/12/2023

PL23-0075 – 143-145 W. Grand Avenue

PROJECT NUMBER / NAME: PL23-0075 – Master and Precise Development Plan

REQUEST: The Project includes a Master and Precise Development Plan for the conversion and remodel of a two-story commercial structure to accommodate four, two-bedroom apartment units on the second floor. The Project also includes redesign of the existing parking located along the alley to include six covered parking spaces, new trash enclosure, exterior stairway and second-story landing/terrace to provide access to the units. The proposal also includes adoption of the environmental determination for the Project.

PROPERTY SIZE AND LOCATION: The 0.16-acre project site is located on the south side of West Grand Avenue, between S. Maple Street and S. Broadway addressed at 143-145 W. Grand Avenue (Assessor's Parcel No. 233-062-02-00)

APPLICANT: Zadar LLC, Owner

GENERAL PLAN / ZONING: Downtown Specific Plan (SPA 9) / Historic Downtown District (HD)

PRIMARY REPRESENTATIVE: Curtis Lively (Grand West Associates)

DISCRETIONARY ACTIONS REQUESTED: Master and Precise Development Plan

PREVIOUS ACTIONS: Historic Preservation Commission design review 11-16-23

CEQA RECOMMENDATION: The Project qualifies for an exemption under the California Environmental Quality Act ("CEQA") Guidelines sections 15301 (Existing Facilities) and 15303 (New Construction or Conversion of Small Structure)

STAFF RECOMMENDATION: Recommend City Council approval of the Master and Precise Development Plan

REQUESTED ACTION: Approve Planning Commission Resolution No. 2023-24

CITY COUNCIL HEARING REQUIRED: YES NO

REPORT APPROVALS: Dare DeLano, Senior Deputy City Attorney

Veronica Morones, City Planner



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BACKGROUND

The 0.16-acre Project site (50' x 140' parcel) is located within the Historic Downtown District. The property contains an approximately 8,000 square foot two-story building (4,000 SF upper story) and paved parking area located on the south side of the site along a 20-foot-wide public alley. The existing two-story, rectangular-shaped, stucco-clad commercial building was constructed in 1920 in the "commercial vernacular" style, which is typified by a recessed facade, flat roof, and brick-like detail trim along the roof line. A commercial tenant (The Grand Tea Room and Design MOE) currently occupies the first floor and the upper floor is vacant. The City issued a Certificate of Appropriateness for previous alterations to the exterior of the building in 1999 which included replacement of the storefront windows and construction of a new recessed wall and entry door under the second floor. The second story of the building once housed Escondido's first hospital. Photographs of the Project location and existing Project site are provided under Attachment 1. The property is listed on the City of Escondido's Historic Sites Inventory and also on the Local Register (Attachment 2).

SUMMARY OF REQUEST

The Project applicant, Zadar LLC ("Applicant") submitted an application for the conversion and remodel of a two-story commercial structure to accommodate four, two-bedroom apartment units on the second floor. Unit sizes range from 816 square feet to 934 square feet. The Project also includes redesign of the existing parking located along the alley to include six covered parking spaces, new trash enclosure, exterior stairway and second-story landing/terrace to provide access to the units. An interior hallway with a single exterior entry door from a new second-story terrace/landing would provide access to all units. The proposed covered parking structure would also function as an open space roof deck for the residents.

The Planning Commission provides a recommendation to the City Council due to the requested legislative action (Master Development Plan). Therefore, the Planning Commission's reviewing role is to make a recommendation to City Council for approval or denial of the Master and Precise Development Plan.

SUPPLEMENTAL DETAILS OF REQUEST

- 1. Property Size: 0.16 acres (1 parcel)
- 2. Number of Units: 4 rental apartments
- 3. Building Size: 8,000 square feet (4,000 SF 1st floor and 4,000 SF 2nd floor)
50' W x 80' L
- 4. Commercial: 4,000+/- SF ground level to remain

	<u>Minimum Required</u>	<u>Provided</u>
5. Unit Size:	N/A	816 SF – 934 SF
6. Unit Type:	N/A	4, two-bedroom units
7. Density:	Up to 75 du/ac	25 du/ac (4 unit/0.16 ac)
8. Lot Coverage:	N/A	57 percent bldg. lot coverage
9. Building Height	Up to 45 feet-3 Stories (HD Dist.- Retail Core)	2-Stories – 27'
10. Motor Vehicle Parking:	8 residential and 0 commercial (1.75 per unit and 1 guest) 8 total spaces required	6 spaces (no commercial spaces) On-street provided parking along Grand Avenue frontage (open public spaces)



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	<u>Per SP requirements</u>	<u>Existing/Proposed</u>
11. Setbacks:		
a. Front Yard (Grand):	14' from curb face/or P/L whichever is greater	0' to P/L and 14' to existing bldg.
b. Rear Yard (alley):	0' for building 5' surface parking	58' to existing building 0' to carport structure/parking*Per PD
c. Side Yard:	0' for building 5' surface parking	0' to existing building 0' to new carport structure and Parking *Per PD
12. Open Space / Landscaping:	1,200 SF (300 SF per unit)	1,200 SF (carport rooftop area)
13. Signage:	Per Article 66 (Sign Ord)	Per Article 66
14. Trash:	1 Trash Enclosure	1 Trash Enclosure
15. Heating and Ventilation:	Screening required	Mech Equipment located behind roof parapet walls

PROJECT ANALYSIS

1. General Plan Conformance:
 - a. Land use and density consistency

The City's General Plan land-use designation for the 0.16-acre Project site is Specific Planning Area – Downtown Specific Plan (SPA 9) with a district designation of Historic Downtown (HD). The Project site is located within the Retail Core Area of the Downtown Specific Plan. The HD District and Retail Core Area along Grand Avenue permit for multi-family residential as an allowed use only when located on the second floor, as ground-floor commercial is required. The HD District allows a residential density of up to 75 dwelling units per acre (du/ac) with a height limit of three stories and 45 feet. Based on the parcel size of 0.16 acres, the property could accommodate a theoretical yield of up to 12 units. The Project proposes the conversion of the second floor of the 27-foot-high building to accommodate four market rate apartment units with commercial uses on the ground floor. No increase in the building height is proposed. Therefore, the proposed Project is consistent with the land-use density and height standards envisioned for the Downtown Specific Plan.

The City adopted a "Downtown Density Transfer Program" that allows for the transfer of residential density from underutilized properties to properties that are undergoing redevelopment. This program allows property owners to re-assign or transfer units to other properties via a City administered density credit pool. The City holds the density credits until a redeveloping property acquires the density through the City's program. The density transfer program prevents the loss of potential units when a property is redeveloped below the maximum density for the site in an effort to achieve full build-out in the Downtown Specific Plan area. The project proposes a density/yield that falls short of the maximum density allowed on the subject property; therefore, the unused balance of eight residential units would be transferred to the Density Transfer Program, as required under Condition of Approval No. E.11.



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b. Housing Element and "No Net Loss"

The City identified a number of properties within the Downtown Specific Plan area where the conditions of existing uses are conducive to future redevelopment. The 2012 General Plan rezoned a majority of Escondido's Downtown to accommodate high-density residential and mixed-uses. While some properties in downtown Escondido are reserved for commercial development, residential and mixed-use development at densities of 45 to 100 du/ac are allowed throughout most of the specific planning area. Through the incentives and flexibility offered by the Downtown Specific Plan, the City has experienced a steady pace of redevelopment activities in the area being recycled into higher intensity developments.

Overall, vacant and underutilized properties in the Downtown Area can accommodate 3,939 new units. This estimate is based on the highly conservative yield adjustments (e.g., 50% to 75% of the maximum). As identified in the 2021-2029 Housing Element (Program 1.1: Sites Inventory and No Net Loss Monitoring), the City of Escondido has been allocated a Regional Housing Needs Assessment ("RHNA") of 9,607 units (1,864 very low income; 1,249 low-income; 1,527 moderate-income, and 4,967 above-moderate income units). The proposed Project would not result in the loss of any existing residential units and would result in four new market rate apartment units. The Project site is not identified in the City's General Plan Housing Element Suitable Sites Inventory for the 6th RHNA Planning Cycle. Because the provision of "no net loss" applies to housing located on any site listed in the City's Housing Element, the City does not need to determine if this Project or a decision related to this Project would be subject to No Net Loss Law and its remedies.

2. Climate Action Plan Consistency:

The Project is screened out of additional Greenhouse Gas Analysis based on the project type and also due to the Project qualifying for a CEQA Categorical Exemption. Projects screened out by the CAP Checklist are assumed to have a less than significant impact on GHG emissions. The screening threshold for multi-family uses is 55 units, and for mixed-use projects, is less than 36 single-family equivalent units (SFE). The Project proposes the conversion of 4,000 square feet of commercial space to four multi-family units (2.8 SFE) with an existing 4,000 square feet of commercial space (7.2 SFE) for a total SFE of 10. As such, the Project has been determined to be consistent with the Climate Action Plan.

3. Site Design:

a) Project Access, Circulation and Parking:

The Project site fronts onto W. Grand Avenue on the north and a 20-foot-wide public alley on the south, which provides access to an existing on-site, fenced parking and utility area. The Project design includes reconfiguration of the existing parking and utility area located towards the rear of the building to include six covered parking spaces, a new trash enclosure and stairway to the upper floor. The Project would include dedication of the alley an additional two-feet along the Project's southern frontage. Additionally, Grand Avenue is classified as a collector street and currently provides parallel and angled street parking. The Project site is also located within Vehicle Parking District No. 1, with several municipal parking lots in close proximity to the Project site. Although on-street parking spaces are



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provided along the Project frontage, these spaces are open public spaces and are not specifically reserved for the subject building.

The Project requires a minimum of eight residential spaces for the proposed four units (seven for the individual units and one guest space). Because the site is located within Parking District No. 1, mixed-use projects are exempt from non-residential parking requirements. Therefore, parking is not required for the ground-floor commercial space. In addition to the Project site's location within Parking District No. 1, parking may be further modified through the Planned Development process. As such, the applicant proposes a total of six parking spaces (yielding a minimum of one covered space per unit with an overall ratio of 1.5 space per unit) and requests a parking reduction of two spaces so as to maximize the adaptive reuse potential of the upper story. Condition of Approval No. C3 would require the applicant submit a parking management plan to the planning division detailing how the six spaces will be programmed for occupancy. For example, one parking space may be dedicated for each unit, with two additional spaces programmed for either the units, or set aside as guest spaces. Ultimately, Condition No. C3 will ensure the applicant programs the use of the parking spaces to the satisfaction of the Director of Development Services. The 1.5 parking ratio would be consistent with other approved high density multi-family projects throughout the Downtown Area in close proximity to transit services. There are dedicated bus stops along 2nd Avenue and Valley Parkway to serve the Downtown Area and Project. The North County Transit District Station/Sprinter Line is located at the northwest corner of W. Valley Parkway and Quince Street, five blocks (approximately 2,000 feet or 0.37 miles) to the west.

Due to the limited width of the parcel, existing above-ground infrastructure, upper-story access requirement, new trash enclosure, and required dedication along the alley, the Applicant is also requesting a reduction in setbacks for the parking spaces to allow them along the side and rear alley where a five-foot setback otherwise would be required.

b) Open Space and Landscaping:

A minimum of 300 square feet of open space is required per unit, which equates to 1,200 square feet of open space for the four-unit Project. The Project would provide 1,200 square feet of common open space areas for the residents consisting of a usable upper-story deck on top of the new covered parking structure. Small landscape opportunities within the parking area also would be provided. The Downtown Specific Planning Area provides additional open space amenities in close proximity to the Project site, including Grape Day Park and the smaller park/recreation area at the corner of E. Grand Avenue and Juniper Street.

c) Architectural Design, Color/Materials and Unit Mix:

The site consists of a two-story structure that includes existing ground-floor commercial (two, separate tenant spaces) and an upper floor proposed for conversion to accommodate four, two-bedroom residential units. Unit sizes range from 816 square feet to 934 square feet. The windows on the alley-facing/rear elevation would be replaced with energy efficient units with a dark brown finish and a similar multi-pane design. Access to the units would be from an interior hallway with a single exterior entry door from the second-story terrace/landing. The existing upper-story doors would be removed.



CITY of ESCONDIDO

STAFF REPORT

The rear of the building facade would include a stucco veneer and the entire building painted a light tan. The proposed covered parking structure would function as an open space roof-type deck for the residents. Metal tube-style railing would be installed along the new stairs, terrace/landing and parking/roof deck. Exterior lighting fixtures would be installed along the rear elevation with a color finish to match the window and door color. New code compliant windows with a frame style and multiple frames similar to the existing windows would replace the upper story windows on the Grand Avenue facade. These new windows will also function as emergency "rescue windows" to comply with Fire Department requirements. Project plans are included with this staff report as Exhibit "B" to draft Planning Commission Resolution No. 2023-24.

d) Historic Preservation Commission Recommendation:

The Downtown Specific Plan requires design review and the issuance of a Certificate of Appropriateness to be considered by the Historic Preservation Commission because the property is listed on the Local Register. The Historic Preservation Commission acts in an advisory role to the Director of Development Services on this matter. On November 11, 2023, the Historic Preservation Commission considered the Project and voted 5-0 to recommend approval of the Project design, exterior improvements and issuance of a Certificate of Appropriateness. The Commissioners did not express any concerns with the Project design and proposed building modifications.

FISCAL ANALYSIS

The proposed Project is a private development project that will require the payment of fees in effect at the time permits are requested. As part of the overall decision-making process to move forward with a proposed development project, it is important to evaluate the contributions and demands that development will place upon a public agency's general fund and the city's ability to provide ongoing public services. To avoid the need for a city to subsidize new development, a city can establish or require special funding mechanisms to ensure that new development pays for itself.

The Escondido City Council adopted Resolution No. 2020 declaring the City's intent to form a Community Facilities District (collectively referred to herein as the "CFD") to offset the cost of governmental services associated with new development. CFD No. 2020-1, Citywide Services, was formed and the special tax that will be assessed on properties as a result of the development of new residential units is based upon the Fiscal Impact Analysis (FIA) that was prepared to support the creation of CFD No. 2020-01. Developers to whom these residential project entitlements are assigned are responsible to establish a funding mechanism to provide a source of funds for the ongoing municipal services required for the Project and the Project has been conditioned accordingly. The benefit of entering CFD No. 2020-01 is that the annexation process is significantly streamlined, which saves staff time and costs to developers.

In accordance with the adopted Resolution, the subject property falls under the Category III (18-30 du/ac) rate of \$778.01 per unit per year through June 30, 2024. Based on a four-unit development, the current estimated annual amount for ongoing services is \$3,112.04 subject to annual adjustments. The special tax for CFD 2020-1 will escalate at the maximum rate of inflation as determined by the Consumer Price Index ("CPI") and at a minimum rate of 2% per year.



CITY of ESCONDIDO

STAFF REPORT

ENVIRONMENTAL ANALYSIS

The Project qualifies for an exemption under the California Environmental Quality Act ("CEQA") Guidelines sections 15301 (Existing Facilities), and 15303 (New Construction or Conversion of Small Structure). A Notice of Exemption has been included with the staff report as Attachment 3.

PUBLIC INPUT

Staff has not received any comments from the public regarding the Project.

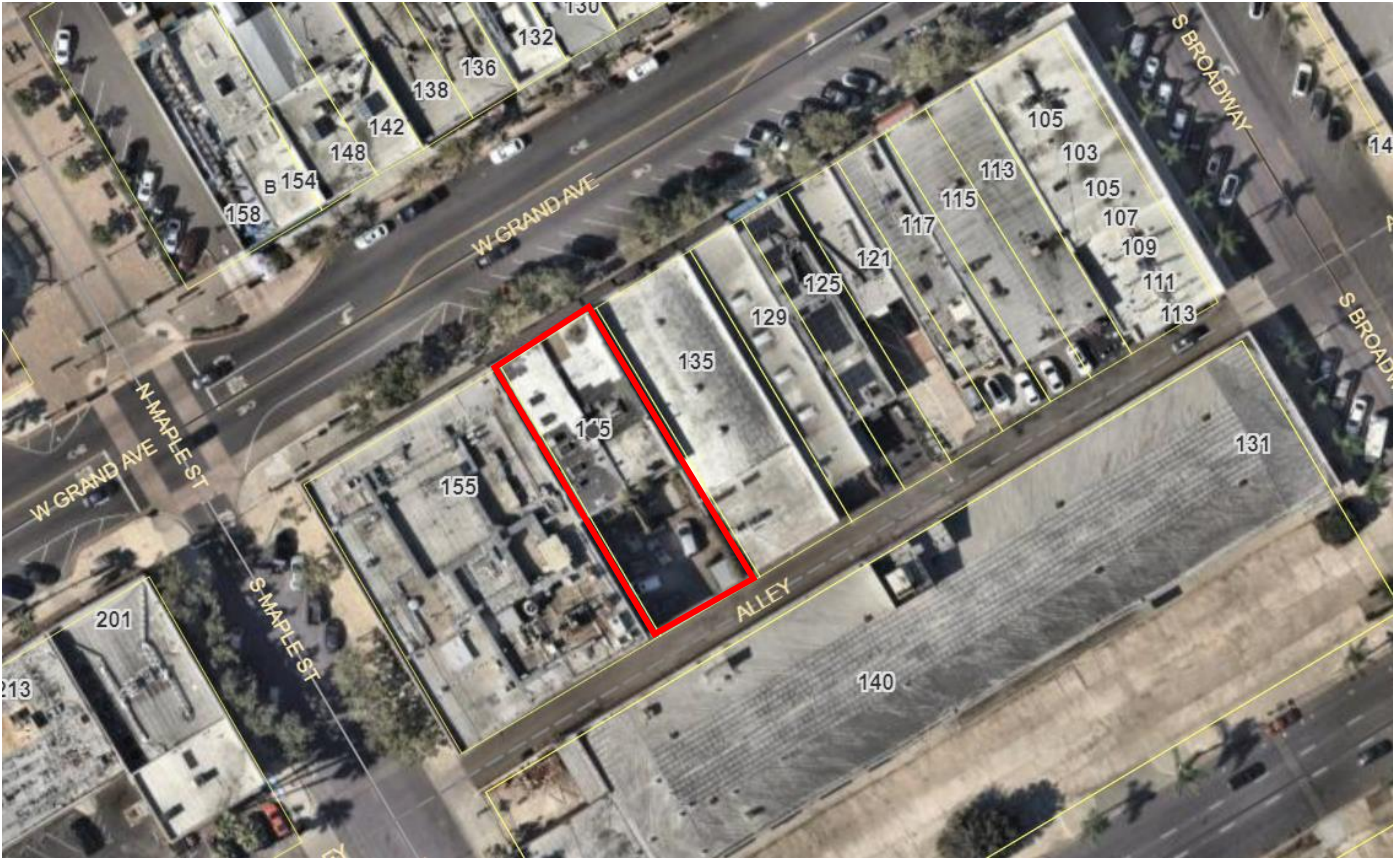
CONCLUSION AND RECOMMENDATION

1. The proposed Project is consistent with the General Plan and the Downtown Specific Plan that encourages redevelopment of underutilized commercial properties and urban residential growth within the Downtown Area. The Project would further the Land Use and Community Form goals in Chapter II of the Escondido General Plan, including those related to community character and smart growth, as well as the Housing goals in Chapter IV of the General Plan, which include planning for sustainable growth and providing housing opportunities for all income groups and household types.
2. All land use development applications that consist of a Master and Precise Development Plan are subject to design review and the final decision-maker is the City Council. The proposed Project is consistent with the guiding principles for the Downtown Specific Plan (as modified by Planned Development) identified in the Land Use and Community Form Element of the Escondido General Plan because such principles accommodate the type of high-density urban development envisioned for the area. The proposed Project also provides for a well-designed, residential development that will be beneficial to its future residents and provide visual appeal in an area that is currently undergoing significant revitalization.
3. Staff recommends that the Planning Commission adopt Resolution 2023-24, recommending that the City Council approve the proposed Master and Precise Development Plan, as described in this staff report and as detailed in Exhibits "A" through "D" to Draft Planning Commission Resolution No. 2023-24.

ATTACHMENTS

1. Location Map/Aerial
2. Historic Survey Information
3. Categorical Exemption
4. Draft Planning Commission Resolution No. 2023- 24 including Exhibits A, B, C and D

Project Location



143-145 W. Grand Avenue
APN 233-062-02-00

City of Escondido
HISTORIC RESOURCES INVENTORY

IDENTIFICATION AND LOCATION

1. **Historic Name** Escondido Hospital (upstairs)
2. **Common or Current Name** Sunray Beauty - 95 Stores
3. **Number & Street** 143-145 West Grand Avenue

Ser. No.

Nat'l. Reg. Status
Local Designation
Local Ranking Individ. Signif.

Cross-Corridor

- City: Escondido Vicinity Only Zip 92025 County: **San Diego**
4. **UTM zone** A E4929.90 B N36645.10 C Zone 11 D
 5. **Quad map No.** Parcel No. 203-062-02 Other

DESCRIPTION

6. **Property Category** If district, number of documented resources
7. **Briefly describe the present physical appearance of the property, including condition, boundaries, related features, surroundings, and (if appropriate) architectural style.**

This stucco-covered two story high rectangular building has a metal grill covering the top half of the front facade. The front portion of this flat-roofed structure is older than the back which is constructed of poured-in-place board-formed concrete. The recessed front has a slanted, wood-framed window on the west end, a narrow wood-framed picture window in the center, and a slanted metal-framed glass door. There is a new recessed slanted window on the east end. One column of original brick can be seen on the northeast corner of the front facade. In the back, hinged metal coverings are used on upper windows and a large door has been filled in with concrete blocks.

The architectural style is: Commercial Vernacular

The condition is: good

The related features are: none

The surroundings are: commercial

The boundaries are:



8. **Planning Agency** City of Escondido

9. **Owner and Address** Alex and Margaret Babays
2150 West First Avenue #102
Vancouver, B.C. V6K1

10. **Type of Ownership** private

11. **Present Use** storefront

12. **Zoning**

13. **Threats** none known

HISTORICAL INFORMATION

14. Construction **Date(s)** c1920 Original location unknown Date moved
15. Alterations & **date** extensive, see Description
16. Architect unknown Builder unknown
17. Historic attributes (with number from list)

SIGNIFICANCE AND EVALUATION

18. **Context for Evaluation:** Theme architect; explore/settle Area
 Period Property Type Context formally developed?
19. Briefly discuss the **property's importance within the context. Use historical and architectural analysis as appropriate. Compare with similar properties.**

145 West Grand, upstairs, housed Escondido's first Hospital in 1920-1924, "organized by local doctors Kemper, Ridley, Dotson and surgeons J. V. and R. V. Larzalere. The north light windows were good for operations but severe cases had to be taken to a San Diego hospital."

20. Sources

"Escondido As It Was", by Ryan.

21. Applicable **National Register** criteria22. Other Recognition:
State Landmark **Number**23. Evaluator
Date of Evaluation 199024. **Survey** type25. **Survey** name26. Year Form Prepared 1983
 By(Name) Donald A. Cotton Associates
 Organization Revised by AEGIS 1990
 Address 111 Spring Street
 City & Zip Claremont, CA 91711
 Phone (714) 621 1207

**NOMINATION REPORT FOR THE CITY OF ESCONDIDO
LOCAL REGISTER OF HISTORIC PLACES**

Address of Resource: 143-145 West Grand Avenue

Existing Use: Vacant/Commercial

Zoning: CBD

General Plan Designation: SPA #9 - Downtown Specific Plan

Tier Designation: Central Neighborhood/Tier One

Construction Date: 1923

Meets Ordinance Criteria 1, 2, 3, 5 and 7 for Local Register Listing.

Justification for Register Listing:

This second story of this rectangular building once housed Escondido's first hospital. The hospital was opened by the brothers, Drs. Larzalere.

The Commercial Vernacular architecture is evident in the recessed facade, flat roof, and a metal grille. Modifications to the rear of the structure include poured concrete construction and metal coverings on the upstairs windows.

The property is located within the Downtown Retail District of the Downtown Specific Plan which permits retail, services and restaurants. The resource could accommodate retail on the lower level with offices on the second floor, which would be consistent with the Downtown Specific Plan Area.

Staff Recommendation:

Staff recommends this resource be placed on the Local Register.

Commission Action:

On 3/3/92 the Commission unanimously approved staff's recommendation to place this structure on the Local Register.



CERTIFICATE OF APPROPRIATENESS

Pursuant to Chapter VI of the Downtown Revitalization Area Plan, Section B.2, a Certificate of Appropriateness shall be required for all new construction and work on the exterior of a building or site in the Specific Plan Area.

Pursuant to Section B.2, the Planning Division staff and the Design Review Board have reviewed the project described below and find that it is in conformance with the Downtown Revitalization Area Specific Plan and the Downtown Retail (DR) District.

PROJECT LOCATION: 145 West Grand Ave.
On the south side of Grand Ave. between Kalmia and Broadway.

APPLICANT: Chilaca's Restaurant
Richard Uribe

PROJECT DESCRIPTION: Exterior remodel of an existing commercial building on the Local Register of Historic Structures. The work was done prior to approvals and includes removing the storefront windows and constructing a wall and entry door approximately 15' back, under the second floor. The recessed entry creates a covered outdoor seating area in the front of the structure. The lower level of the front façade has been stuccoed in a dark green, extending across the entire front of the building.

ANALYSIS/FINDINGS:

1. The project was reviewed by staff and the Design Review Board as a minor project involving exterior changes to an existing building, pursuant to Section VI.B.2 and Figure VI-1 of the Downtown Revitalization Area Specific Plan.
2. The Downtown Business Association (DBA) Design Review Committee supported the work done, and indicated that the new eating area was attractive and added to the ambiance of Downtown.
3. The project is consistent with the development standards of the Downtown Retail (DR) District since the project involves only façade changes to an existing building.
4. The project is in conformance with the Design Guidelines of the Specific Plan in that the overall changes are compatible with adjacent development; no significant structural changes have been made; the changes are easily identifiable as new and can be removed in the future; and the alterations do not destroy historically significant features since the storefront that was removed was not original.

This document certifies that the project described above is in conformance with the goals and guidelines of the Downtown Revitalization Area Specific Plan.

Signature: Rozanne Cheng Title: Senior Planner Date 3-11-99

**NOMINATION REPORT FOR THE CITY OF ESCONDIDO
LOCAL REGISTER OF HISTORIC PLACES**

Address of Resource: 148 and 152 West Grand

Existing Use: Commercial

Zoning: CBD

General Plan Designation: SPA #9 - Downtown Specific Plan

Tier Designation: Central Neighborhood/Tier One

Construction Date: 1890

Meets Ordinance Criteria 1, 5 and 7 for Local Register Listing.

Justification for Register Listing:

The building was once the offices of Drs. Larzalere, two of the first doctors in Escondido. The doctors opened the first hospital on Grand.

The building is considered Commercial Vernacular which is evident by the brick-like detail trim along the roof line.

The site is within the Downtown Retail District of the Downtown Specific Plan. Retail, restaurant and offices are permitted uses within the district.

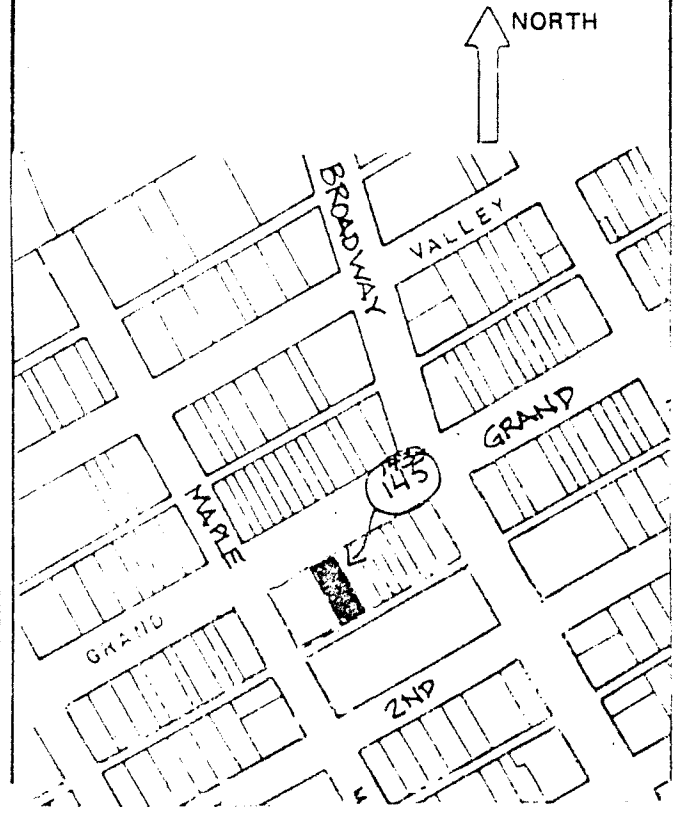
Staff Recommendation:

Staff recommends this resource be placed on the Local Register.

Commission Action:

On 3/3/92 the Commission unanimously approved staff's recommendation to place this structure on the Local Register.

Locational sketch map (draw and label site and surrounding streets, roads, and prominent landmarks):



Attachment 3



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

Notice of Exemption

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

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

Project Title/Case No.: Master and Precise Development Plan/PL23-0075

Project Location - Specific: The 0.16-acre project site is located on the south side of West Grand Avenue, between S. Maple Street and S. Broadway addressed at 143-145 W. Grand Avenue (Assessor's Parcel No. 233-062-02-00).

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

Description of Project: Master and Precise Development Plan for the conversion and remodel of a two-story, 8,000 square-foot commercial structure to accommodate four, two-bedroom apartment units on the second floor. The Project also includes redesign of the existing parking located along the alley to include six covered parking spaces, new trash enclosure, exterior stairway and second-story landing/terrace to provide access to the units.

Name of Public Agency Approving Project: City of Escondido

Name of Person or Agency Carrying Out Project:

Name: Curtis Lively, (Grand West Associates), Zadar LLC, Owner Telephone: (760) 594-1255

Address: 31 W. Grand Avenue, Suite 103, Escondido, CA 92025

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

Exempt Status: The project is categorically exempt from further CEQA review pursuant to CEQA Guidelines sections 15301 (Existing Facilities) and 15303 (New Construction or Conversion of Small Structures).

Reasons why project is exempt:

The 0.16-acre project site is within a developed downtown retail core area and surrounded by urban uses. The site is developed with an existing building and development is limited to the conversion of the upper story to four residential units. In addition to the interior building work, site improvements are considered minor to include a covered parking carport type structure, new exterior stairway and landing, and minor exterior facade modifications (e.g., doors and windows). It has been determined the project would not result in any significant impacts to traffic, noise, air quality, or water quality, or historic structures due to the limited scope of work. The project site does not contain any sensitive habitat and all required utilities and public services can be provided to the site with existing facilities located within adjacent streets or easements. The Project also does not trigger any exceptions to the categorical exemption as listed in CEQA Guidelines section 15300.2.

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

Signature Jay Paul

12-1-2023

Jay Paul, Senior Planner

Date

Signed by Lead Agency

Date received for filing at OPR: N/A

Planning Commission
Hearing Date: December 12, 2023
Effective Date: December 22, 2023

PLANNING COMMISSION RESOLUTION NO. 2023-24

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF ESCONDIDO, CALIFORNIA,
RECOMMENDING CITY COUNCIL APPROVAL OF A
MASTER AND PRECISE DEVELOPMENT PLAN FOR
A FOUR-UNIT RESIDENTIAL PROJECT WITHIN THE
DOWNTOWN SPECIFIC PLANNING AREA

APPLICANT: Zadar, LLC

CASE NOS: PL23-0075

WHEREAS, Zadar, LLC., ("Applicant"), filed a land use development application, Planning Case No. PL23-0075 ("Application"), constituting a request for a Master and Precise Development Plan to convert the second floor of a two-story commercial building into four multi-family residential units ("Project"), on approximately 0.16 acres generally located on the south side of W. Grand Avenue, between S. Maple Street and S. Broadway, addressed at 143-145 W. Grand Avenue (Assessor's Parcel Number 233-062-02-00); and

WHEREAS, the subject property is located within the Downtown Specific Plan (SPA 9) and is all that real property described in Exhibit "A," which is attached hereto and made a part hereof by this reference as though fully set forth herein ("Property"); and

WHEREAS, the Application was submitted to, and processed by, the Planning Division of the Development Services Department in accordance with the rules and regulations of the Escondido Zoning Code and the applicable procedures and time limits

specified by the Permit Streamlining Act (Government Code section 65920 et seq.) and the California Environmental Quality Act (Public Resources Code section 21000 et seq.) ("CEQA"); and

WHEREAS, second floor multi-family residential units are permitted uses within the Historic Downtown District ("HD") with ground-floor commercial, in accordance with the Downtown Specific Plan; and

WHEREAS, on November 11, 2023, the Historic Preservation Commission reviewed and considered the Project for design review and issuance of a Certificate of Appropriateness, and did recommend approval of the Project design in a vote 5-0; and

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

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

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

WHEREAS, on December 12, 2023, the Planning Commission held a duly noticed public hearing as prescribed by law, at which time the Planning Commission received and considered the reports and recommendation of the Planning Division and gave all persons full opportunity to be heard and to present evidence and testimony regarding the

Project. Evidence was submitted to and considered by the Planning Commission, including, without limitation:

- a. Written information including plans, studies, written and graphical information, and other material, submitted by the Applicant;
- b. Oral testimony from City staff, interested parties, and the public;
- c. The staff report, dated December 12, 2023, with its attachments as well as City staff's recommendation on the Project, which is incorporated herein as though fully set forth herein; and
- d. Additional information submitted during the public hearing; and

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

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

1. The above recitations are true and correct.
2. The Planning Commission, in its independent judgment, has determined the Project to be exempt from environmental review pursuant to CEQA Guidelines sections 15301 (Existing Facilities) and 15303 (New Construction or Conversion of Small Structure).
3. After consideration of all evidence presented, and studies and investigations made by the Planning Commission and on its behalf, the Planning Commission makes the substantive findings and determinations detailed in Exhibit "C," which is attached hereto and made a part hereof by this reference as though fully set forth

herein, relating to the information that has been considered. In accordance with the Findings of Fact and the foregoing, the Planning Commission reached a recommendation on the matter as hereinafter set forth.

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

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

PASSED, ADOPTED, AND APPROVED by a majority vote of the Planning Commission of the City of Escondido, California, at a regular meeting held on the 12th day of December, 2023, by the following vote, to wit:

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

Rick Paul, Chair
Escondido Planning Commission

ATTEST:

Veronica Morones, Secretary of the
Escondido Planning Commission

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

Alexander Rangel, Minutes Clerk
Escondido Planning Commission

EXHIBIT "A"
LEGAL DESCRIPTION
Planning Case No. PL23-0075

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

Lots 19 and 20 in Block 79 of Escondido, County of San Diego, according to Map thereof No. 336, filed in the office of the County Recorder of San Diego County, July 10, 1886. follows:

APN 233-062-02-00

145 W. GRAND AVE. 143-145 W. GRAND AVE., ESCONDIDO, CA 92025

ABBREVIATIONS

Table of abbreviations for construction terms, including A.S. ANCHOR BOLT, A.C. ASPHALTIC CONCRETE, A.C. TILE AIR CONDITIONING, etc.

GENERAL NOTES

- 1. PROVIDE BACK DRAFT DAMPER AT EXHAUST FAN PER CBC SECTION 404.4.
2. NEW VENTILATION OPENINGS IN EXTERIOR WALL OR OTHER SIMILAR VENTILATION OPENINGS SHALL BE LOUVERED AND COVERED WITH 1/4" NON-COMBUSTIBLE, CORROSION RESISTANT METAL MESH...
18. ALL DIMENSIONS ARE TO FACE OF STUDS UNLESS NOTED.

PROJECT SUMMARY



PROJECT SUMMARY

PROPOSED: REMODEL SECOND FLOOR TO FOUR (4) APARTMENTS, COVERED PARKING, RELOCATE EXISTING TRASH ENCLOSURE, ADD NEW ENTRANCE AND STAIR ON NORTH SIDE AND NEW ACCESS STAIR FROM SOUTH SIDE.
APN: 233-092-00-00
143-145 W. GRAND AVE. ESCONDIDO, CA 92025

PROJECT DIRECTORY

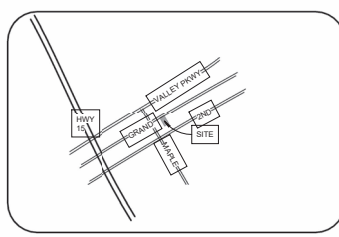
OWNER: ZADAR LLC
6045 DEFEYDOR ROW LA JOLLA, CA 92037
ARCHITECT: GRAND WEST ASSOCIATES, INC.
431 WEST GRAND AVE. SUITE 103 ESCONDIDO, CA 92025

FRONT VIEW

SYMBOL LEGEND

Legend for exterior elevation symbols, including window types (A101), door types (D101), and material callouts (SIM, WOOD, STAINLESS STEEL).

LOCATION MAP



HERS FEATURE SUMMARY

BUILDING DEPARTMENT NOTICES

NOTICE TO THE APPLICANT/OWNER: OWNER'S AGENT (DESIGNER) OR INSTALLER OF RECORD... NOTICE TO THE CONTRACTOR: BUILDER/INSTALLER/SUB-CONTRACTOR/OWNER BUILDER... FIRE UNDERGROUND LINES, FIRE SPRINKLER, AND FIRE ALARMS PLAN IS TO BE DEFINED SUBMITTALS TO ESCONDIDO...

AREA TABULATION

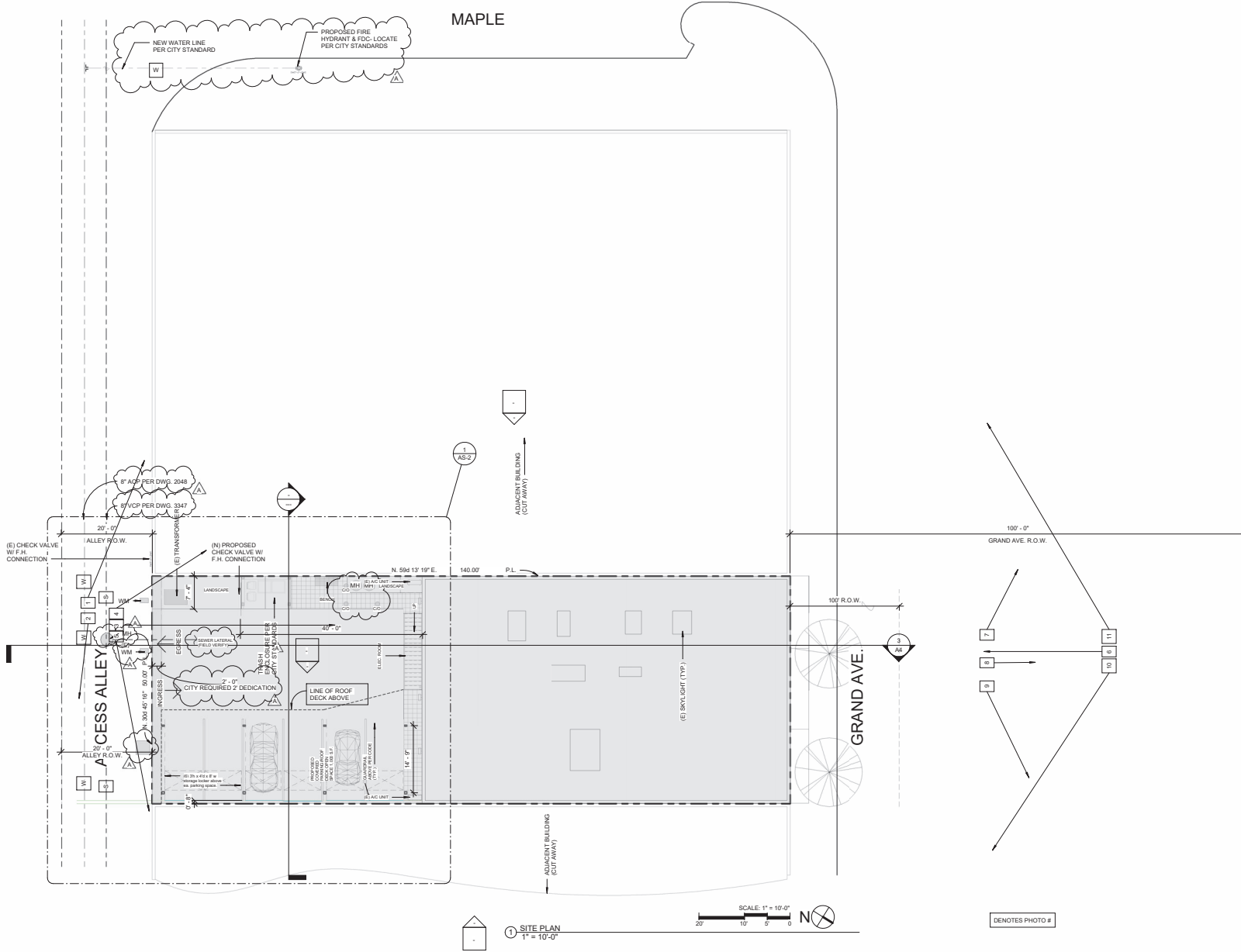
Table showing area tabulation for first floor commercial area (3,976 S.F.), second floor apartments (816 S.F. Unit #1, 914 S.F. Unit #2, 934 S.F. Unit #3, 822 S.F. Unit #4), and open space (1,200 S.F. @ 300 S.F./UNIT).

Project information table including revision history and professional stamps for architect and engineer.

PROJ DATA: DJANI REMODEL 145 W. GRAND AVE. ESCONDIDO, CA 92025

GRAND WEST ASSOCIATES, INC. REGISTERED PROFESSIONAL ARCHITECT AND REGISTERED PROFESSIONAL ENGINEER

Project title sheet information including sheet title 'T1', project name, and date '9/11/2023 2:20:36 PM'.



#	REVISION	DESCRIPTION	DATE
A			
B			
C			
D			
E			



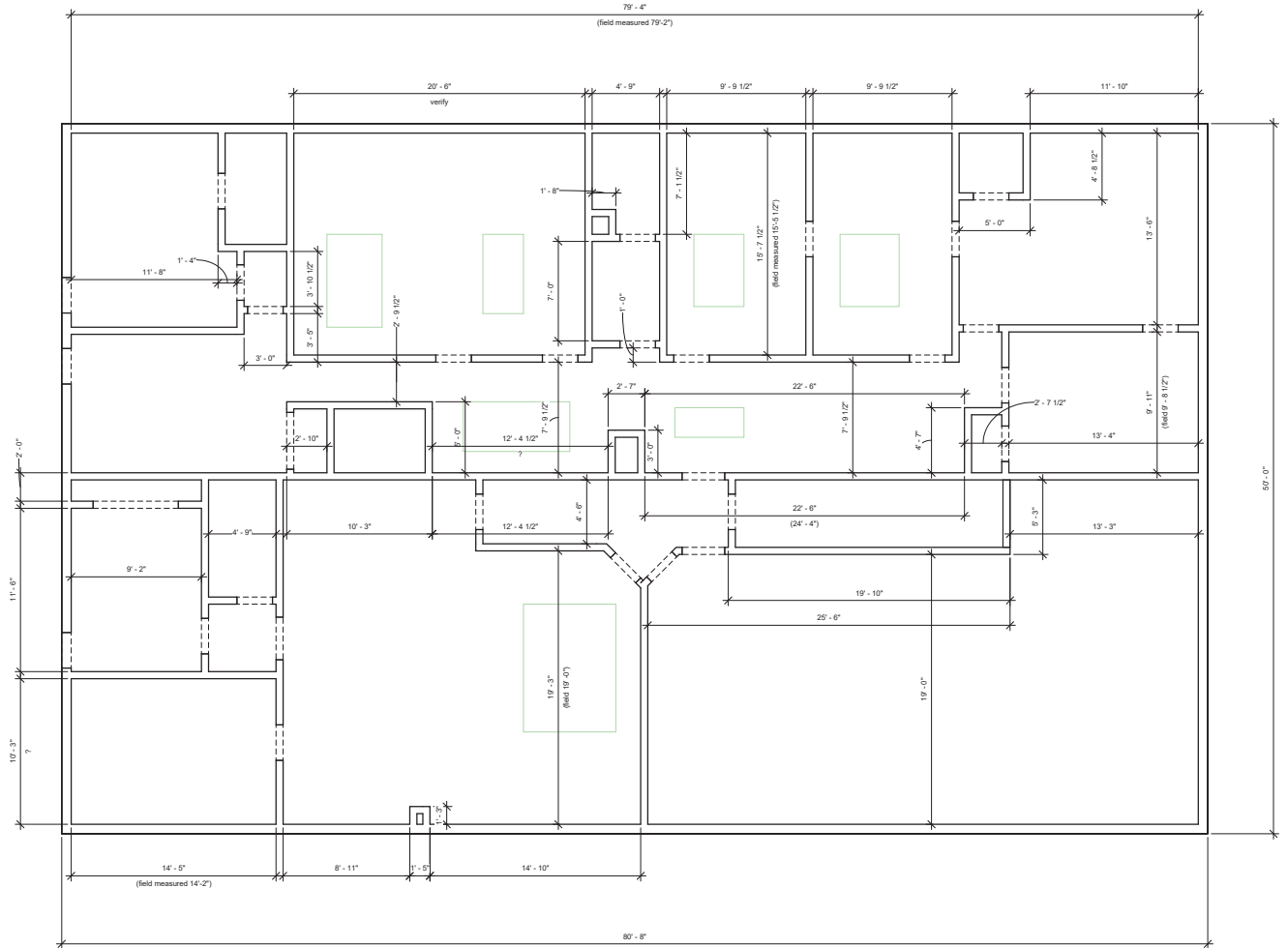
PROJECT DATA:
DJANI REMODEL
 145 W. GRAND AVE
 ESCONDIDO, CA 92025

GRAND WEST ASSOCIATES, INC.
 D E S I G N • B U I L D
 411 West Grand Ave., Suite 103
 Escondido, CA 92025
 Phone: 760-294-1555
 Email: info@grandwest.com

DRAWN BY: Author	CHECKED BY: Checker
DATE: 08/20/2023	SCALE: AS SHOWN
2023/08/20/2023	2023/08/20/2023

SITE PLAN

AS-1
 PLOT DATE: 8/11/2023 2:19:36 PM



2ND FL-ASBUILT
1/4" = 1'-0"



#	REVISION	DATE
A		
B		
C		
D		
E		



DJANI REMODEL
145 W. GRAND AVE
ESCONDIDO, CA 92025

PROJECT DATA:

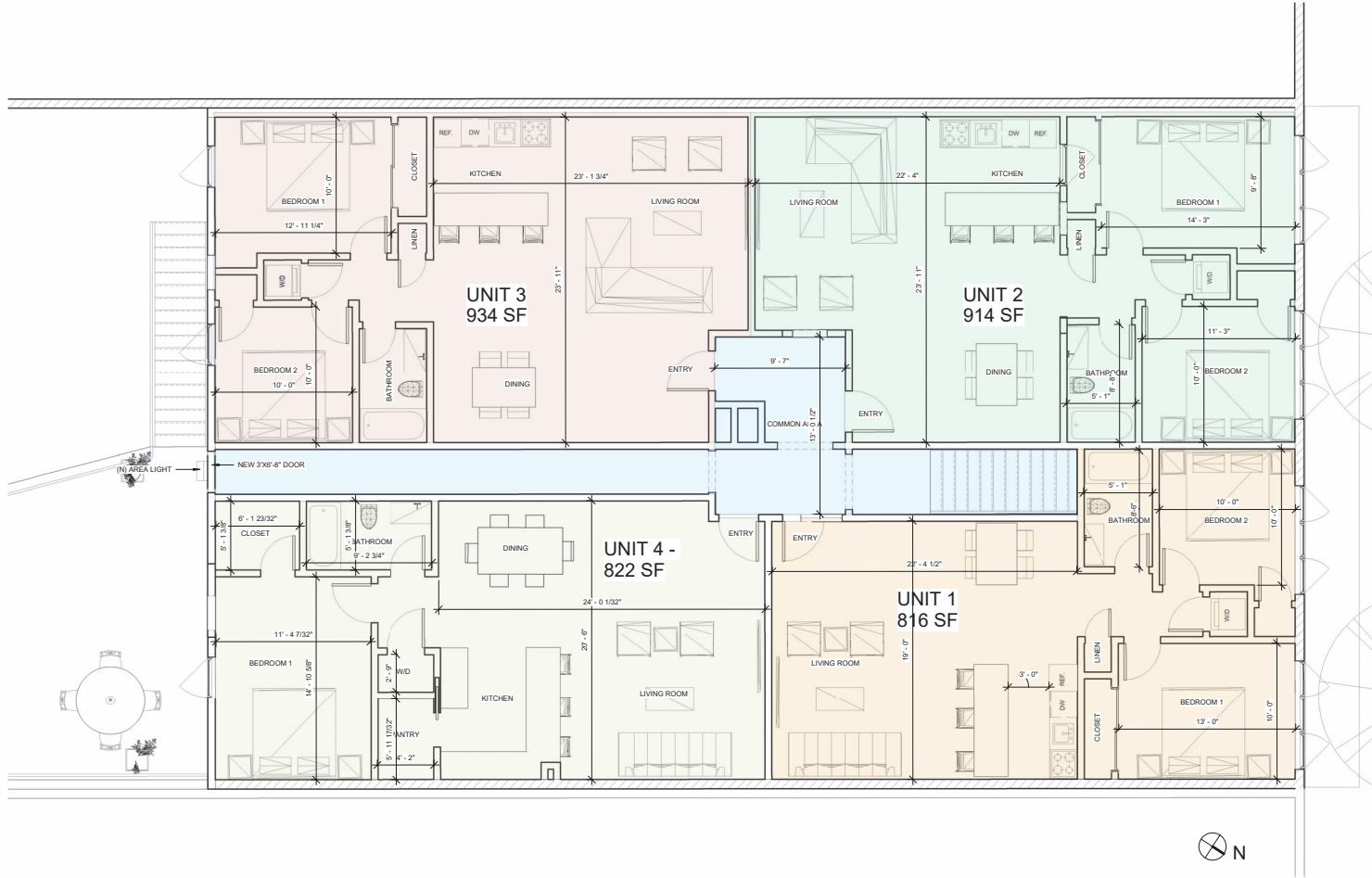
GRAND WEST ASSOCIATES, INC.
DESIGN BUILD
411 West Grand Ave., Suite 103
Escondido, CA 92025
Tel: 760-794-4222
Cell: 760-794-4222
www.grandwest.com

DESIGNED BY	Author
CHECKED BY	Checker
DATE	Issue Date
SCALE	AS SHOWN
2D/3D/4D Project Number	
DATE FILE	11/20/2022 2:40:25 PM

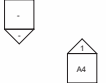
A-S-BUILT PLANS

A1

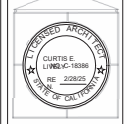
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1 2ND FLOOR PLAN
1/4" = 1'-0"



#	REVISION	DATE
A		
B		
C		
D		
E		



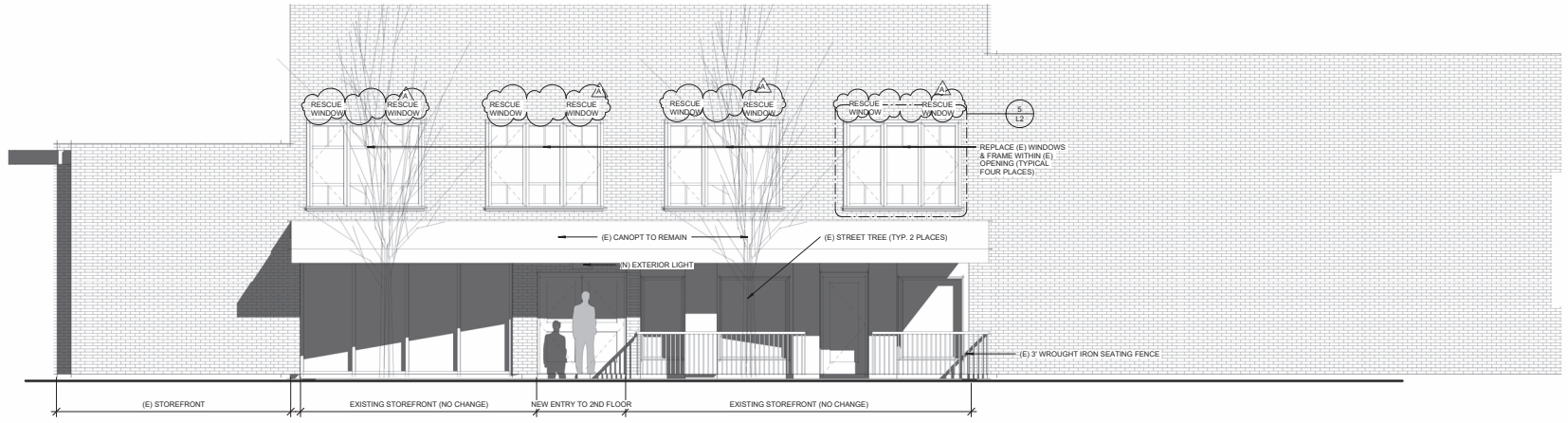
PROJECT DATA:
DJANI REMODEL
 145 W. GRAND AVE
 ESCONDIDO, CA 92025

GRAND WEST ASSOCIATES, INC.
 D E S I G N B U I L D
 411 West Grand Ave., Suite 103
 Escondido, CA 92025
 Phone: 760-294-1555
 Email: ccheng@grandwest.com

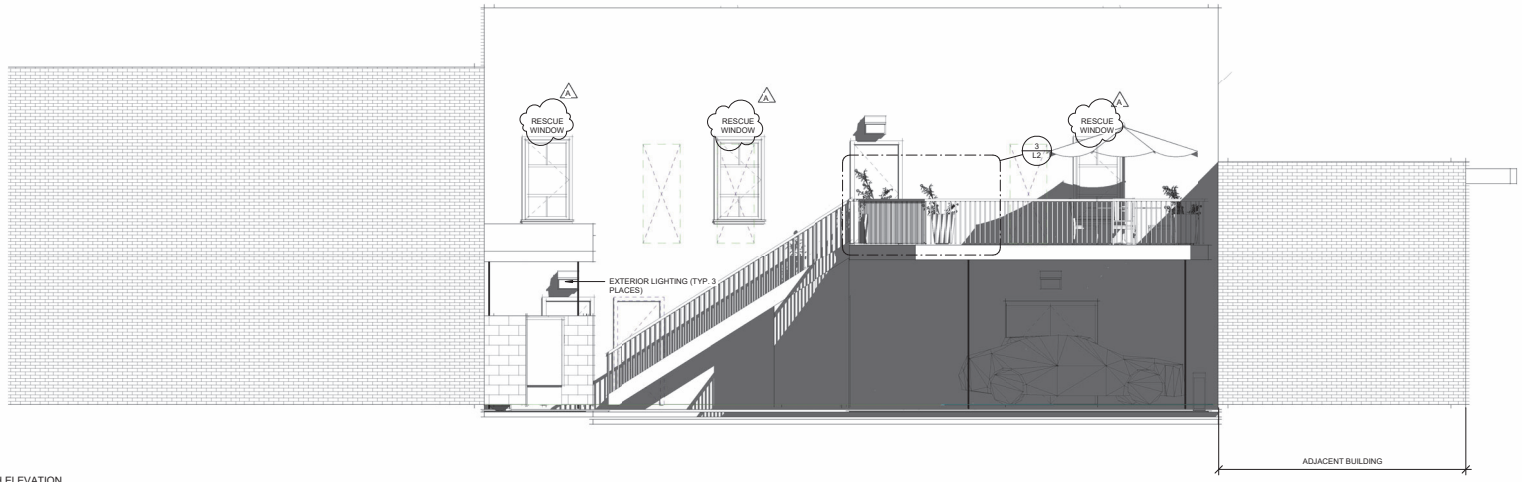
DRAWN BY: Author
 CHECKED BY: Checker
 DATE: Issue Date
 SCALE: AS SHOWN
 2018 Project Number
 20181110101

SHEET INFORMATION
2ND FLOOR CONCEPT 2

A2
 PLOT DATE: 9/12/2023 2:19:00 PM

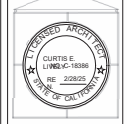


1 NORTH ELEVATION
1/4" = 1'-0"



2 SOUTH ELEVATION
1/4" = 1'-0"

#	REVISION	DATE
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E		



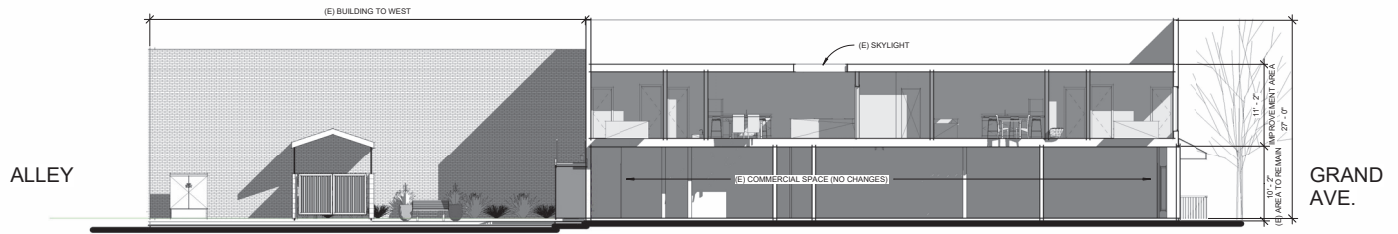
DJANI REMODEL
145 W. GRAND AVE
ESCONDIDO, CA 92025

PROJECT DATA:
GRAND WEST ASSOCIATES, INC.
D E S I G N
411 West Grand Ave., Suite 103
Escondido, CA 92025
cell: 760-949-1557
cwg@grandwest.com

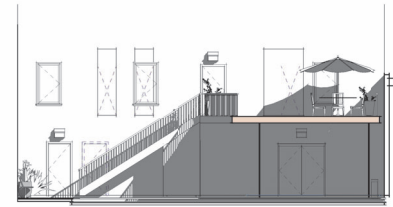
DESIGNED BY	Checked
DRAWN BY	Author
SCALE	A3 SHOWN
2024/08/08	Project Number
04/01/24	Issue

ELEVATIONS

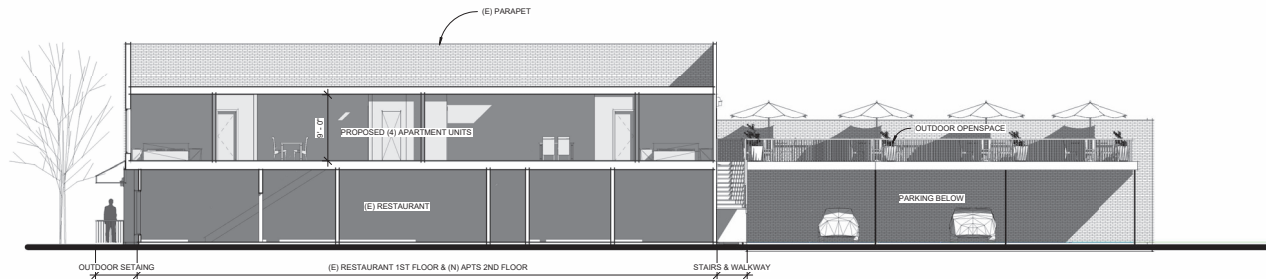
A3
PLOT DATE: 9/1/2023 2:19:16 PM



① WEST ELEVATION/SECTION
1/8" = 1'-0"

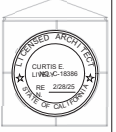


② SECTION - LOOKING NORTH
1/8" = 1'-0"



③ EAST ELEVATION / SECTION
1/8" = 1'-0"

#	REVISION	DATE
A		
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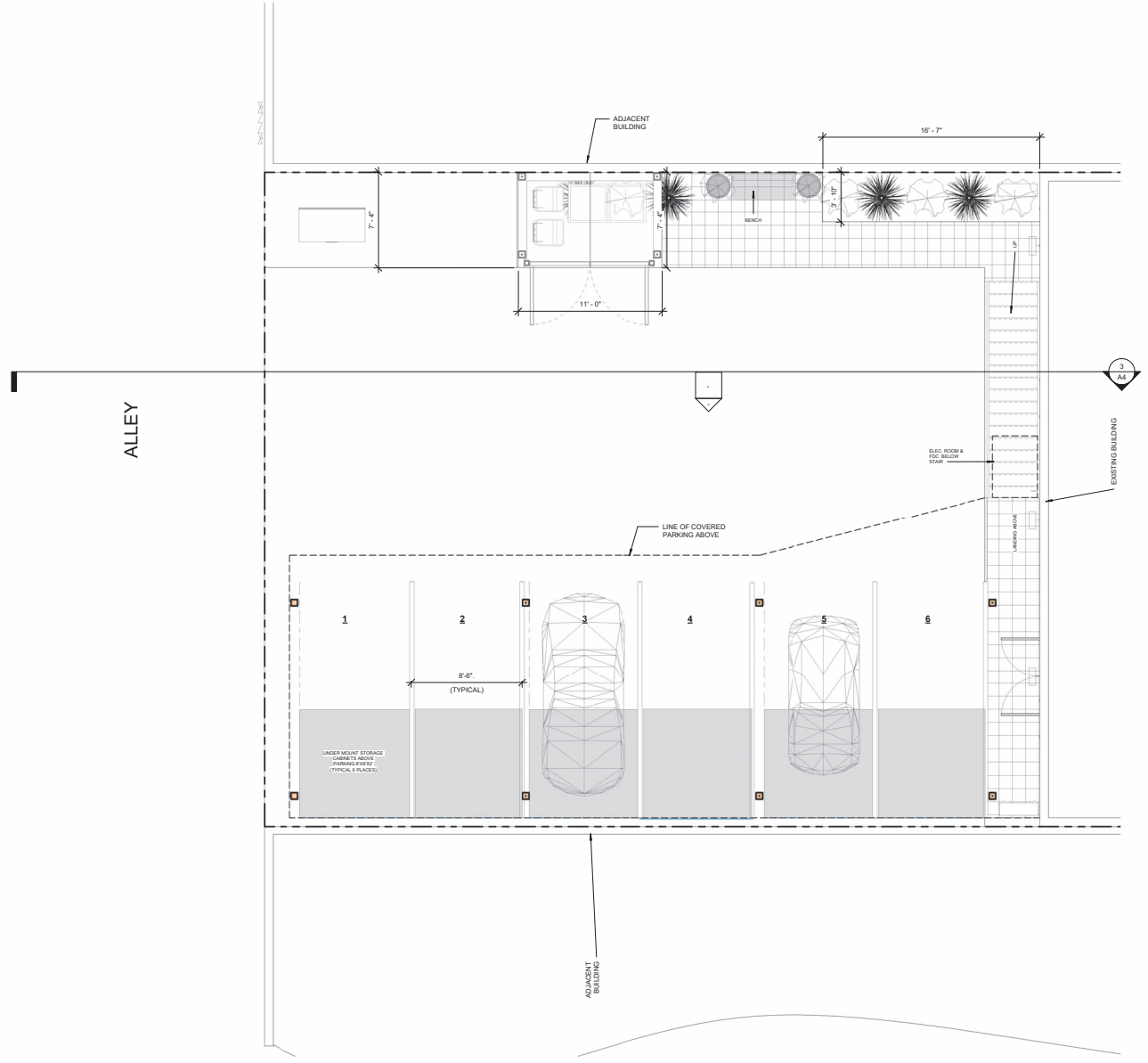
PROJECT DATA:
DJANI REMODEL
 145 W. GRAND AVE
 ESCONDIDO, CA 92025

GRAND WEST ASSOCIATES, INC.
 D E S I G N B U I L D
 411 West Grand Ave., Suite 103
 Escondido, CA 92025
 cell: 760-944-1555
 email: gwa@grandwest.com

DESIGNED BY: Author
 CHECKED BY: Checker
 DATE: Issue Date
 SCALE: AS SHOWN
 25% Maximum Project Number
 (DATE: 11/11/2023 10:40:23 AM)

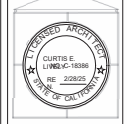
SHEET INFORMATION
ELEVATIONS & SECTIONS

A4
 PLOT DATE: 9/1/2023 2:19:27 PM



1 SITE PLAN - PARKING
1/4" = 1'-0"

#	REVISION	DESCRIPTION	DATE
A			
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E			

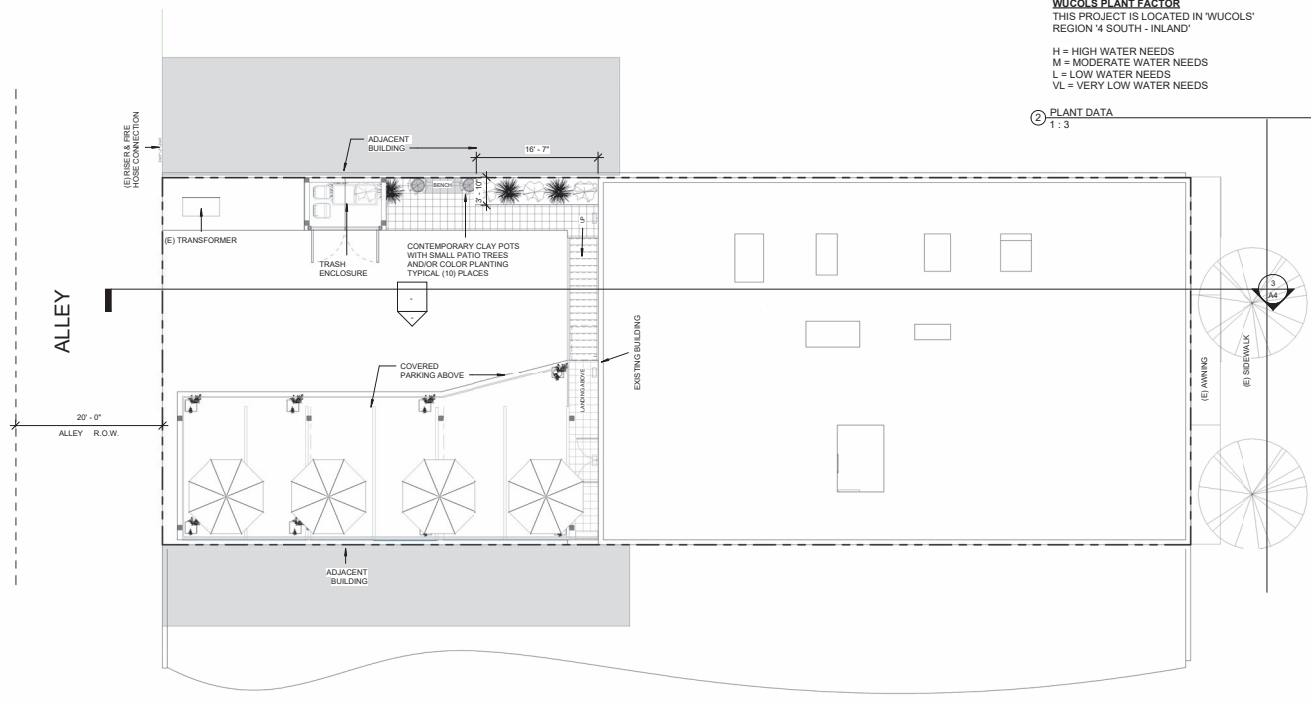


PROJECT DATA:
DJANI REMODEL
 145 W. GRAND AVE
 ESCONDIDO, CA 92025

GRAND WEST ASSOCIATES, INC.
 D E S I G N B U I L D
 411 West Grand Ave., Suite 103
 Escondido, CA 92025
 cell: 760-944-1557
 e: ceng@grwest.com

DRAWN BY: Author
 CHECKED BY: Checker
 DATE: 08/20/22
 SCALE: AS SHOWN
 2D/3D: Project Number
 (DATE: 11/20/22)

Unnamed
AS-2
 PLOT DATE: 9/1/2023 2:19:44 PM



1 CONCEPTUAL LANDSCAPE PLAN
1/8" = 1'-0"

PLANTING NEEDS

TREES			
SYMBOL	TREE NAME	QTY.	WUCOLS
	EXISTING STREET TREE	2	M

ACCENT PLANTS			
SYMBOL	ACCENT PLANT NAME		WUCOLS
	ROSMARINUS 'TUSCAN BLUE', TUSCAN BLUE ROSEMARY 5 GAL. SIZE		L
	AGAVE MEDIUM ALBA, CENTURY AGAVE 15 GAL. SIZE		L

GROUND COVER/SHRUB MASS NAME			
SYMBOL	NAME		WUCOLS
	MUHLENBERGIA RIGENS, DEER GRASS 1 GAL. SIZE 42" O.C.		M

WUCOLS PLANT FACTOR
THIS PROJECT IS LOCATED IN 'WUCOLS' REGION '4 SOUTH - INLAND'

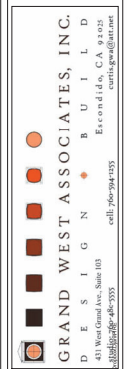
H = HIGH WATER NEEDS
M = MODERATE WATER NEEDS
L = LOW WATER NEEDS
VL = VERY LOW WATER NEEDS

2 PLANT DATA
1:3

#	REVISION	DESCRIPTION	DATE
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B			
C			
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E			



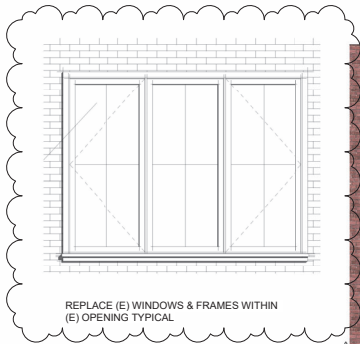
PROJECT DATA:
DJANI REMODEL
145 W. GRAND AVE
ESCONDIDO, CA 92025



DESIGNED BY: **Quaker**
DRAWN BY: **Isaac Elder**
CHECKED BY: **AS SHOWN**
DATE: **AS SHOWN**
25% Scale Project Number: **20220808-04-2723**
COURTESY: **www.esccondido.gov**

SHEET INFORMATION:
CONCEPTUAL LANDSCAPE PLAN
L1

PLOT DATE: 9/1/2023 2:19:52 PM



REPLACE (E) WINDOWS & FRAMES WITH (E) OPENING TYPICAL

TYPICAL REPLACEMENT WINDOW
DETAIL
1/2" = 1'-0"

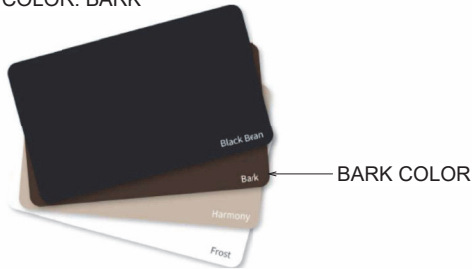


SOUTH ELEVATION - COLOR
1/4" = 1'-0"

WINDOWS & EXTERIOR DOORS

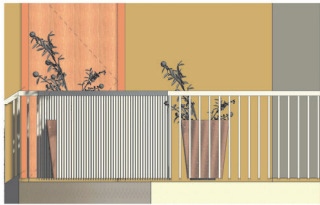
MILGARD "ULTRA SERIES" FIBERGLASS - (OR APPROVED EQUAL)

COLOR: BARK



VERTICAL WROUGHT IRON HANDRAIL SYSTEM - OR APPROVED EQUAL

- 1. WROUGHT IRON RAILS
- 2. COLOR - BARK TO MATCH WINDOW COLOR



SPECIFICATION SHEET
145 W. GRAND AVE
ESCONDIDO, CA 92025

AREA	DESCRIPTION	COLOR	NOTES
ROOFING	TORCH APPLIED ASPHALTIC	GRAY (EXISTING)	EXISTING
SIDING STUCCO	7/8" STUCCO VENEER	BONE	EXPO STUCCO OR APPROVED EQUAL
WINDOWS & EXTERIOR DOORS	METAL CLAD OR APPROVED EQUAL	REGAL BROWN	MANUFACTURER T.B.D.
PAINT	PRIME & TWO COATS	VARIES	FRAZZE PAINT OR APPROVED EQUAL
EXTERIOR LIGHTING	T.B.D.	MATCH WINDOW TRIM	MANUFACTURER T.B.D.
GUARDRAIL	WROUGHT IRON	MATCH WINDOW TRIM	CUSTOM FABRICATED

EXTERIOR LIGHTING

T.B.D.
COLOR: TO MATCH WINDOW COLOR



EXTERIOR STUCCO COLORS

LAHABRA STUCCO - (OR APPROVED EQUAL)
COLOR ONE: #81585 CHARLESTON (BASE 100)

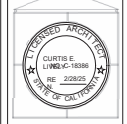
LaHabra COLOR SELECTION

#00014 Black Gray (Base 200)	#00055 Brown Vanilla (Base 100)	#81183 Rustic Olive (Base 100)	#81125 Charcoal (Base 100)
#00072 Adobe (Base 200)	#00071 Miami Peach (Base 100)	#51933 Bay Ridge (Base 100)	#00050 Crystal White (Base 100)
#00054 Blue Gray (Base 200)	#00454 Fullbrook (Base 200)	#53149 Havana (Base 100)	#00278 Tobacco (Base 200)
#00016 Southern Moss (Base 200)	#00430 Clay (Base 200)	#91384 Seabolt (Base 100)	#00073 Egg Shell (Base 100)
Colors shown may differ from actual product colors due to factors such as lighting, aging, or the graining process.			

PAVEK USA
Pavek, Inc., a California Corporation
4120 E. La Palma Ave., Suite 200
Chulavista, CA 92610
www.pavek.com
866-514-0081
Fax: 949-449-2222
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#00084 Sandstone (Base 200)

REVISION	DATE



DJANI REMODEL
145 W. GRAND AVE
ESCONDIDO, CA 92025

PROJECT DATA:
DJANI REMODEL

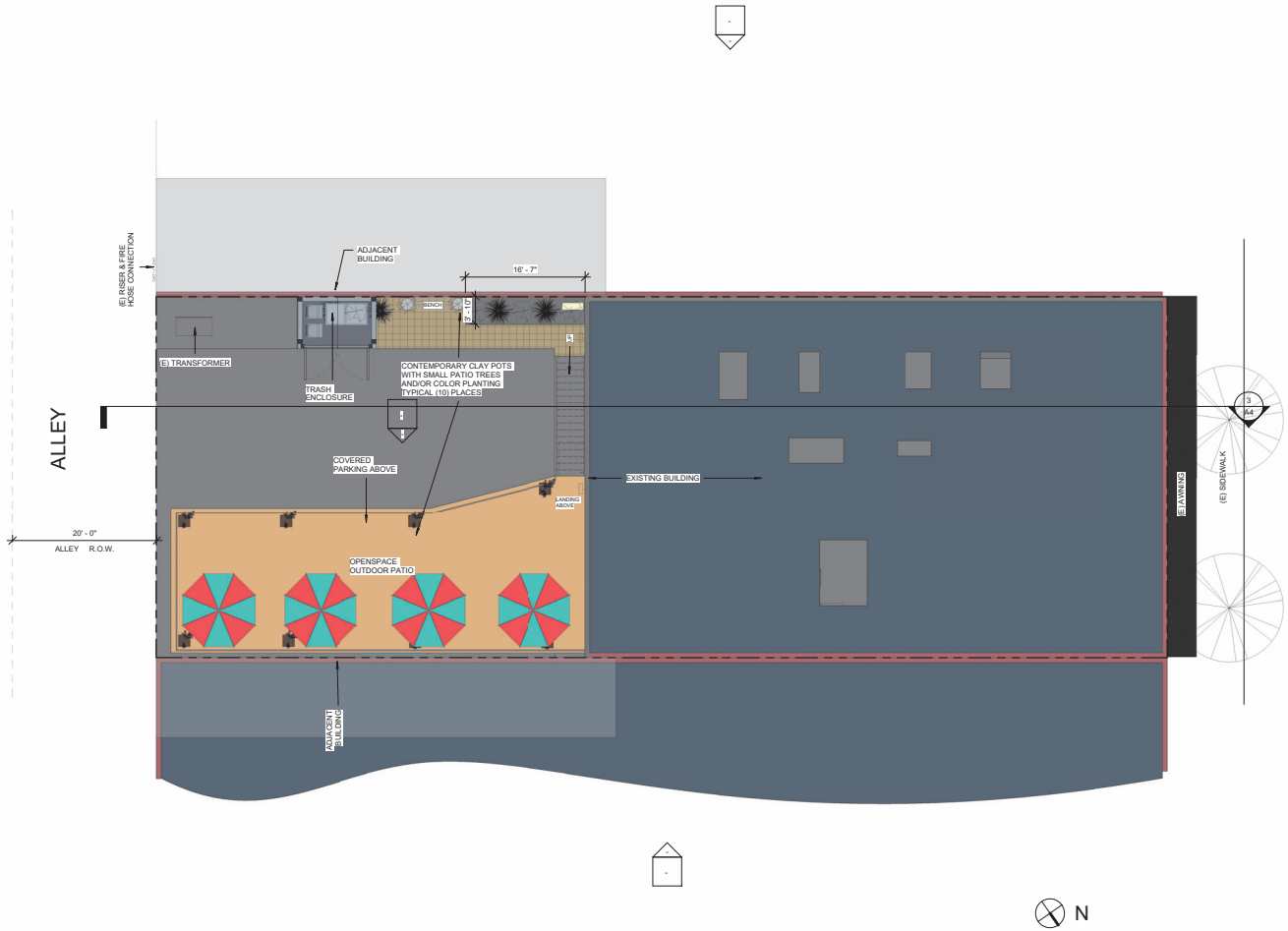
GRAND WEST ASSOCIATES, INC.
DESIGN BUILD
411 West Grand Ave., Suite 103
Escondido, CA 92025
cell: 760-949-1055
cwg@grandwest.com

DESIGNED BY: **Quaker**
DATE: **10/20/23**
DRAWN BY: **AS SHOWN**
2023 Master Project Number
DATE: 10/20/23

MATERIAL BOARD

L2

PLOT DATE: 9/11/2023 2:20:17 PM



① CONCEPTUAL LANDSCAPE PLAN Copy 1
1/8" = 1'-0"

#	REVISION	DESCRIPTION	DATE
A			
B			
C			
D			
E			



PROJECT DATA:
DJANI REMODEL
 145 W. GRAND AVE
 ESCONDIDO, CA 92025

GRAND WEST ASSOCIATES, INC.
 D E S I G N B U I L D
 411 West Grand Ave., Suite 103
 Escondido, CA 92025
 (951) 948-4622
 www.grandwest.com

DESIGNED BY: Author
 CHECKED BY: Checker
 DATE: 09/20/23
 DRAWN BY: AS SHOWN
 2023 Standard Project Number
 (DATE: 09/20/23)

COLOR
 CONCEPTUAL
 LANDSCAPE
 PLAN
L3

PLOT DATE: 9/11/2023 2:20:25 PM

EXHIBIT "C"
Findings of Fact
PL23-0075

Environmental Determination(s)

1. Pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et. seq.) ("CEQA"), and its implementing regulations (14 C.C.R. § 15000 et seq.) ("CEQA Guidelines"), the City of Escondido ("City") is the Lead Agency for the project ("Project"), as the public agency with the principal responsibility for approving the Project.
2. The Project qualifies for an exemption from further environmental review pursuant to CEQA Guidelines section 15301 (Existing Facilities) and 15303 (New Construction or Conversion of Small Structure) because such categorical exemption applies to proposed developments that consist of minor alterations to private structures involving negligible or no expansion beyond the existing or former use. This applies to development such as interior or exterior alterations, and additions to existing structures of not more than 10,000 square feet. The project also qualifies because it involves the conversion of existing unused space to multi-family residential totaling no more than six dwelling units in urbanized areas. The project site is substantially surrounded by urban uses, where the site has no habitat value for special status species, can be adequately served by all required utilities and public services, and the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. The Project also does not trigger any exceptions to the categorical exemption as listed in CEQA Guidelines section 15300.2.
3. The Planning Commission has independently considered the full administrative record before it, which includes but is not limited to the December 12, 2023, Planning Commission Staff Report; testimony by staff and the public; and other materials and evidence submitted or provided to it. The administrative record demonstrates that each of the above requirements have been satisfied. No substantial evidence has been submitted that would support a finding that any of the above-described exemption requirements has not been satisfied. The Project will not have a significant effect on the environment, and all of the requirements of CEQA have been met.

Master and Precise Development Plan

1. The location, design, and residential density of the proposed Project is consistent with the goals and policies of the Escondido General Plan because mixed-use residential development is permitted and encouraged in the Downtown Specific Plan Area (SPA 9) and the Historic District (HD). The proposed infill residential project would be in conformance with General Plan Housing Element's Goals and Policies to plan for quality managed and sustainable growth; provide a range of housing opportunities for all income groups and populations with special needs, and; encourage a compact, efficient urban form that promotes transit, supports nearby commercial establishments and takes advantage of infrastructure improvements installed to accommodate their intended intensities. The site is physically suitable for the proposed density of development because the property is within a downtown urban core area and the project will assist in the ongoing revitalization of the Downtown Area and retail core by establishing a permanent residential base in the downtown area. The subject site is located within the Historic District of the Downtown Specific Plan, which allows multi-family mixed-use

development up to 75 du/ac. Based on the property size of 0.16 acres, the Historic Downtown District would allow up to 12 units and a three-story structure up to 45 feet in height. The request to remodel the second story of the existing two-story, 27-foot-high building is consistent with the land use density and development requirements envisioned for this area. The project density of 25 du/ac is consistent with the allowable density for the project site.

The proposed Planned Development, consisting of a Master and Precise Development Plan, includes a request for a parking reduction from eight spaces to six spaces, along with reduction in setbacks for the six parking spaces. The Downtown Specific Plan allows for modifications to development standards through the Planned Development process. The proposed modifications to the development standards would be appropriate for this project, as discussed in the Planning Commission staff report dated December 12, 2023.

2. The proposed location of the development allows the planned development to be well integrated with its surroundings by providing a mixed-use residential housing project in close proximity to transit, and near retail and other commercially developed properties. Adequate parking, circulation, utilities and access would be provided for the development (as detailed in the staff report). The project would not be out of character for the area because the Historic Downtown District of the Downtown Specific Plan envisions an upscale urban area with a mix of high-density residential and commercial development. Further, the proximity to the Escondido Transit Center makes the density appropriate. The proposed exterior improvements to the buildings are appropriate for the proposed location due to the street-oriented appeal and urban design characteristics, along with the quality of the architectural design and use of a variety of building materials and colors. The proposed exterior improvements also would be consistent and appropriate for the historic design of the structure.
3. All vehicular traffic generated by the proposed development would be accommodated safely and without causing undue congestion upon adjoining streets, as determined by the Engineering Division.
4. The overall design of the proposed residential mixed-use development would produce an attractive, efficient and stable environment for living because adequate residential amenities, parking, and landscaping would be provided. Further, the design of the development is consistent with a high quality, urban infill project that will provide housing opportunities within walking distance of downtown commercial and retail services consistent with the City's vision for the downtown area. The project includes sufficient on-site open space amenities appropriate for this mixed-use urban development, including a parking roof-deck common open area with outdoor seating areas.
5. The proposed development would be well integrated into its surroundings, because the new structures would incorporate compatible and integrated architecture, materials and colors, and the project would not be visually obstructive or disharmonious with surrounding areas, or harm major views from adjacent properties. No grading is proposed for the project other than minimal ground preparation for the modified parking area.
6. The uses proposed have a beneficial effect not obtainable under existing zoning regulations. Utilizing the Planned Development process allows flexibility from the Downtown Specific Plan requirements in order to achieve a higher-density residential project in the urban core and adaptive reuse of the existing underutilized building. The project would provide residential opportunities integrated into a comprehensive and self-contained development, which creates an environment of sustained desirability and stability through the controls offered and regulated through the Planned Development process.

7. The project would provide an environment of sustained desirability and stability because City services and adequate access would be provided; adequate parking would be provided; the proposed architecture would be integrated into its surroundings; and the project could serve as a catalyst for further revitalization efforts in the area.
8. The improvements are not likely to cause substantial environmental concerns because the property was previously developed with commercial uses. The site does not contain any sensitive or protected habitat or other environmental concerns as determined during the environmental review. The design of the project and the type of improvements are not likely to cause serious public health problems because the project will not degrade the levels of service on the adjoining streets or drainage system as the project incorporates appropriate infrastructure improvements. Adequate city sewer and water is available to the site.
9. The general provisions, conditions, and exceptions applicable to the underlying Downtown Specific Plan shall be applied to the planned development, unless a different regulation or standard is prescribed by an adopted planned development. Development standards related to parking, setbacks, building height and open space as described in the December 12, 2023 staff report shall be governed by the site-specific Master Development Plan standards, which shall be adopted as part of the Project. All other provisions of the Escondido Zoning Code and Downtown Specific Plan shall prevail during the implementation and operation of the Project.

No Net Loss

1. No Net Loss Law (Government Code section 65863) applies when a site is included in the jurisdiction's Housing Element's inventory of sites and is either rezoned to a lower residential density or is approved at a lower residential density or affordability level than shown in the Housing Element. The City does not need to determine if this Project or a decision related to this Project would be subject to No Net Loss Law and its remedies. The Project site is not identified in the vacant/underutilized sites land inventory of the City's Sixth Cycle (current) Housing Element (i.e., Appendix B of Chapter IV of the General Plan).

EXHIBIT "D"**CONDITIONS OF APPROVAL**

Planning Case Number: PL23-0075

This Project is conditionally approved as set forth on the application received by the City of Escondido on **February 14, 2023**, and the Project drawings consisting of Civil Plans/Grading, Sections, Site Plans, Floor Plans, Architectural Elevations, Landscape Plans and Colored Elevations; all designated as recommended for approval on **December 12, 2023**, and shall not be altered without express authorization by the Development Services Department.

For the purpose of these conditions, the term "Applicant" shall also include the Project proponent, owner, permittee, or its successor(s) in interest, as may be applicable.

A. General:

1. **Acceptance of Permit.** Should the Applicant fail to file a timely and valid appeal of this Permit within the applicable appeal period, such inaction by the Applicant shall be deemed to constitute all of the following on behalf of the Applicant:
 - a. Acceptance of the Permit by the Applicant; and
 - b. Agreement by the Applicant to be bound by, to comply with, and to do all things required of or by the Applicant pursuant to all of the terms, provisions, and conditions of this Project Permit or other approval and the provisions of the Escondido Municipal Code or Zoning Code applicable to such Permit.
2. **Permit Expiration.** The Permit shall expire 36 months from the effective date of City Council approval of the Master and Precise Plan unless additional time is granted pursuant to Zoning Code Article 19.
3. **Certification.** The Director of Development Services, or his/her designee, is authorized and directed to make, or require the Applicant to make, all corrections and modifications to the Project drawings and any other relevant document comprising the Project in its entirety, as necessary to make them internally consistent and in conformity with the final action on the Project. This includes amending the Project drawings as necessary to incorporate revisions made by the decision-making body and/or reflecting any modifications identified in these conditions of approval. Three copies of final Approved Plan set, shall be submitted to the Planning Division for certification. Said plans must be certified by the Planning Division prior to submittal of any post-entitlement permit, including grading, public improvement, landscape, or building plans for the Project.
4. **Conformance to Approved Plans.**
 - a. The operation and/or use of the subject property shall be consistent with the Project Description and Details of Request, designated with the Approved Plan set.

- b. Nothing in this Permit shall authorize the Applicant to intensify the authorized activity beyond that which is specifically described in this Permit.
 - c. Once a permit has been issued, the Applicant may request Permit modifications. "Minor" modifications may be granted if found by the Director of Development Services to be in substantial conformity with the Approved Plan set, including all exhibits and Permit conditions attached hereto. This includes modifications to any Grading Exemptions for the slopes up to an additional one foot in height, and modifications to retaining wall heights. Modifications beyond the scope described in the Approved Plan set may require submittal of an amendment to the Permit and approval by the authorized agency.
- 5. Limitations on Use.** Prior to any use of the Project site pursuant to this Permit, all Conditions of Approval contained herein shall be completed or secured to the satisfaction of the Development Services Department.
- 6. Certificate of Occupancy.**
- a. No change in the character of occupancy or change to a different group of occupancies as described by the Building Code shall be made without first obtaining a Certificate of Occupancy from the Building Official, as required, and any such change in occupancy must comply with all other applicable local and state laws.
 - b. Prior to final occupancy, a Planning Final Inspection shall be completed to ensure that the property is in full compliance with the Permit terms and conditions. The findings of the inspection shall be documented on a form and content satisfactory to the Director of Development Services.
- 7. Availability of Permit Conditions.**
- a. Prior to issuance of building permits, the Applicant shall cause a covenant regarding real property to be recorded that sets forth the terms and conditions of this Permit approval and shall be of a form and content satisfactory to the Director of Development Services.
 - b. The Applicant shall make a copy of the terms conditions of this Permit readily available to any member of the public or City staff upon request. Said terms and conditions shall be printed on any construction plans that are submitted to the Building Division for plan check processing.
- 8. Right to Entry.** The holder of this Permit shall make the premises available for inspection by City staff during construction or operating hours and allow the investigations of property necessary to ensure that minimum codes, regulations, local ordinances and safety requirements are properly followed. The Applicant shall provide such business records, licenses, and other materials necessary upon request to provide evidence of compliance with the conditions of approval, as well as federal, state, or laws.
- 9. Compliance with Federal, State, and Local Laws.** Nothing in this Permit shall relieve the Applicant from complying with conditions, performance standards, and regulations generally imposed upon activities similar in nature to the activity authorized by this permit. (Permits from

other agencies may be required as specified in the Permit's Details of Request.) This Permit does not relieve the Applicant of the obligation to comply with all applicable statutes, regulations, and procedures in effect at the time that any engineering permits or building permits are issued unless specifically waived herein.

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

- 10. Fees.** The appropriate development fees and Citywide Facility fees shall be paid in accordance with the prevailing fee schedule in effect at the time of building permit issuance, to the satisfaction of the Director of Development Services. Through plan check processing, the Applicant shall pay development fees at the established rate. Such fees may include, but not be limited to: Permit and Plan Checking Fees, Water and Sewer Service Fees, School Fees, Traffic Mitigation Fees, Flood Control Mitigation Fees, Park Mitigation Fees, Fire Mitigation/Cost Recovery Fees, and other fees listed in the Fee Schedule, which may be amended. Arrangements to pay these fees shall be made prior to building permit issuance to the satisfaction of the Development Services Department.
- 11. Community Facility District or Funding Mechanism.** In accordance with the General Plan, the Developer shall fund all on-going operational costs of providing municipal services required for the Project, the amount of such funding shall be in accordance with City Ordinance 2020-10, unless another amount is approved by the City Council at the time of Project approval. Such funding shall occur through either an agreement to form or annex into Services CFD 2020-1 or the establishment of another lawful funding mechanism reasonably acceptable to the City ("Public Services Funding Agreement"). Projects that elect to annex into the Services CFD shall submit consent forms prior to the first permit issuance if they have not done so already. The provisions of the Public Services Funding Agreement shall specify any terms and limitations necessary to implement the CFD or other funding mechanism to offset the impacts to public services associated with the project. The City Manager, or City Manager's designee, shall be authorized to approve and execute the Public Services Funding Agreement, and the Public Services Funding Agreement shall be finalized prior to the City's issuance of any permit for the Project.
- 12. Public Art Partnership Program.** All requirements of the Public Art Partnership Program, Ordinance No. 86-70 shall be satisfied prior to any building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.
- 13. Clerk Recording.**

 - a. State Law (SB 1535), effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. If the Project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with State law, or if the Project was analyzed through a negative declaration or environmental impact report, the Applicant shall remit to the City of Escondido Planning Division, within two (2) working days of the effective date of the adoption of the environmental document, a check payable to the "San Diego County Clerk," in the amount that is published by the County Clerk's

Office. Failure to remit the required fees in full within the specified time noted above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. In addition, Section 21089(b) of the Public Resources Code, and Section 711.4(c) of the Fish and Game Code provide that no project shall be operative, vested, or final until all the required filing fees are paid. The County Clerk's Office filing fees for other environmental review documents are adjusted annually by the California Department of Fish and Wildlife. If the fee increases after the date of this approval, the Applicant shall be responsible for the increase.

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

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

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

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

17. Indemnification, Hold Harmless, Duty to Defend.

- a. The Applicant shall indemnify, hold harmless, and defend (with counsel reasonably acceptable to the City) the City, its Councilmembers, Planning Commissioners, boards, commissions, departments, officials, officers, agents, employees, and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, at law or in equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with (i) any business, work, conduct, act, omission, or negligence of the Applicant or the owner of the Property (including the Applicant's or the owner of the Property's contractors, subcontractors, licensees, sublessees, invitees, agents, consultants, employees, or volunteers), or such

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

- b. The Applicant further and separately agrees to and shall indemnify, hold harmless, and defend the City (including all Indemnified Parties) from and against any and all Claims brought by any third party to challenge the Project or its approval by the City, including but not limited to any Claims related to the Project's environmental determinations or environmental review documents, or any other action taken by the City regarding environmental clearance for the Project or any of the Project approvals. Such indemnification shall include the Applicant's payment for any and all administrative and litigation costs and expenses incurred by the City in defending against any such Claims, including payment for all administrative and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney's fees (including the full reimbursement of any such fees incurred by the City's outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City and the Project).
- c. The City, in its sole discretion and upon providing notice to the Applicant, may require the Applicant to deposit with the City an amount estimated to cover costs, expenses, and fees (including attorney's fees) required to be paid by the Applicant in relation to any Claims referenced herein, which shall be placed into a deposit account from which the City may draw as such costs, expenses, and fees are incurred. Within 14 days after receiving written notice from the City, the Applicant shall replenish the deposit account in the amount the City determines is necessary in the context of the further defense of such Claims. To the extent such deposit is required by the City, the amount of such deposit and related terms and obligations shall be expressed in a written Deposit Account Agreement, subject to the City Attorney's approval as to form. The City, in its sole and reasonable discretion, shall determine the amount of any initial deposits or subsequent deposits of funds, and the Applicant may provide documentation or information for the City to consider in making its determinations. Nothing within this subsection shall be construed as to relieve the Applicant's obligations to indemnify, hold harmless, or defend the City as otherwise stated herein.

B. Construction, Maintenance, and Operation Obligations:

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

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

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

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

- 3. Utilities.** All new utilities and utility runs shall be underground, or fee payment in-lieu subject to the satisfaction of the City Engineer.
- 4. Signage.** All proposed signage associated with the Project must comply with Article 66 (Sign Ordinance) of the Escondido Zoning Code, unless modified by this Project Planned Development. Separate sign permits will be required for Project signage. All non-conforming signs shall be removed. The Applicant shall submit with any sign permit graphic/list of all signs to be removed and retained, along with any new signage proposed.
- 5. Noise.** All Project generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08).
- 6. Lighting.** All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting Ordinance) of the Escondido Zoning Code.
- 7. General Property Maintenance.** The property owner or management company shall maintain the property in good visual and functional condition. This shall include, but not be limited to, all

exterior elements of the buildings such as paint, roof, paving, signs, lighting and landscaping. The Applicant shall paint and re-paint all building exteriors, accessory equipment, and utility boxes servicing the Project, as necessary to maintain clean, safe, and efficient appearances.

8. **Anti-Graffiti.** The Applicant shall remove all graffiti from buildings and wall surfaces within 48 hours of defacement, including all areas of the job site for when the Project is under construction.
9. **Anti-Litter.** The site and surrounding area shall be maintained free of litter, refuse, and debris. Cleaning shall include keeping all publicly used areas free of litter, trash, and garbage.
10. **Roof, Wall, and Ground Level Equipment.** All mechanical equipment shall be screened and concealed from view in accordance with Section 33-1085 of the Escondido Zoning Code.
11. **Trash Enclosures.** Appropriate trash enclosure(s) or other approved trash system shall be approved by the Planning and Engineering Services Division. The property owner or management company shall be responsible for ensuring that enclosures are easily assessable for garbage and recyclables collection; and that the area is managed in a clean, safe, and efficient manner. Trash enclosure covers shall be closed when not in use. Trash enclosures shall be regularly emptied. There shall be the prompt removal of visible signs of overflow of garbage, smells emanating from enclosure, graffiti, pests, and vermin.
12. **Staging Construction Areas.** All staging areas shall be conducted on the subject property, subject to approval of the Engineering Department. Off-site staging areas, if any, shall be approved through the issuance of an off-site staging area permit/agreement.
13. **Disturbance Coordinator.** The Applicant shall designate and provide a point-of-contact whose responsibilities shall include overseeing the implementation of Project, compliance with Permit terms and conditions, and responding to neighborhood concerns.
14. **Construction Waste Reduction, Disposal, and Recycling.** Applicant shall recycle or salvage for reuse a minimum of 65% of the non-hazardous construction and demolition waste for residential projects or portions thereof in accordance with either Section 4.408.2, 4.408.3, or 4.408.4 of the California Green Building Standards Code; and/or for non-residential projects or portions thereof in accordance with either Section 5.408.1.1, 5.408.1.2, or 5.408.1.3 of the California Green Building Standards Code. In order to ensure compliance with the waste diversion goals for all residential and non-residential construction projects, the Applicant must submit appropriate documentation as described in Section 4.408.5 of the California Green Building Standards Code for residential projects or portions thereof, or Section 5.408.1.4 for non-residential projects or portions thereof, demonstrating compliance with the California Green Building Standards Code sections cited above.
15. **Construction Equipment Emissions.** Applicant shall incorporate measures that reduce construction and operational emissions. Prior to the City's issuance of the demolition and grading permits for the Project, the Applicant shall demonstrate to the satisfaction of the Planning Division that its construction contractor will use a construction fleet wherein all 50-horsepower or greater diesel-powered equipment is powered with California Air Resources Board ("CARB") certified Tier 4 Interim engines or equipment outfitted with CARB-verified diesel particulate filters. An exemption from this requirement may be granted if (i) the Applicant provides documentation demonstrating that equipment with Tier 4 Interim engines are not reasonably available, and (ii)

functionally equivalent diesel PM emission totals can be achieved for the Project from other combinations of construction equipment. Before an exemption may be granted, the Applicant's construction contractor shall demonstrate to the satisfaction of the Director of Community Development that (i) at least two construction fleet owners/operators in San Diego County were contacted and those owners/operators confirmed Tier 4 Interim equipment could not be located within San Diego County during the desired construction schedule, and (ii) the proposed replacement equipment has been evaluated using the California Emissions Estimator Model ("CalEEMod") or other industry standard emission estimation method, and documentation provided to the Planning Division confirms that necessary Project-generated functional equivalencies in the diesel PM emissions level are achieved, consistent with the environmental review/Addendum.

C. Parking and Loading/Unloading.

1. As shown on the site plan, a minimum of 6 on-site covered parking spaces shall be provided at all times. Parking shall be subject to the on-site parking requirements of Article 39 and this Planned Development, as identified in the Project details of request. Any garages or carports shall be maintained to provide parking for vehicles and storage (as may be designed) and other use of the garage or carport space shall not impede the use of the parking of vehicles.
2. No contractor or employee may store, or permit to be stored, a commercial or construction vehicle/truck; or personal vehicle, truck, or other personal property on public-right-of-way or other public property without permission of the City Engineer.
3. Prior to issuance of building permits, a parking management plan shall be submitted to the Planning Division for review and approval. Said plan shall address space assignment(s), additional spaces, (assignment and use) gate hours (if provided), general maintenance, signage and striping, delivery and other short-term parking allowances/requirements, guest parking (if provided), and any other issues which affect the use and maintenance of the parking areas/spaces, including access and staging of the trash bins for access by Escondido Disposal, to the satisfaction of the Director of Development Services.

D. Landscaping: The property owner or owners' association assumes all responsibility for maintaining all on-site landscaping; storm water facilities, any landscaping in the public right-of-way, and other common areas in a manner that satisfies the conditions contained herein.

1. Landscaped areas shall be maintained in a flourishing manner. Appropriate irrigation shall be provided for all landscape areas and be maintained in a fully operational condition.
2. All existing planting and planter areas, including areas within the public right-of-way, shall be repaired and landscaping brought into compliance with current standards. All dead plant material shall be removed and replaced by the property owner or management company.
3. If at the time of planning final inspection that it is determined that sufficient screening is not provided, the Applicant shall be required to provide additional landscaping improvements to the satisfaction of the Planning Division.
4. The landscaped areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan.

5. Failure to maintain landscaping and the site in general may result in the setting of a public hearing to revoke or modify the Permit approval.
6. **Landscaping Plans.** Applicant shall install all required improvements including screening walls, retaining walls, storm improvements, and landscaping in substantial conformance to the planting and irrigation schedule as shown on the concept plans detailed in the Planning Commission staff report and associated Resolution exhibits.
 - a. A final landscape and irrigation plan shall be submitted to the Engineering Services Division for review and approval (as determined by the Director of Development Services), 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 Division prior to issuance of grading permits, and shall be equivalent or superior to the conceptual landscape plans included as part of the Approved Plan set, to the satisfaction of the Planning Division. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Landscape Standards) of the Escondido Zoning Code, except where stricter requirements are imposed by the State of California.
 - b. Screening walls, retaining walls, storm improvements, and landscaping (i.e., planting and irrigation) is to be provided prior to final occupancy, to the satisfaction of the Director of Development Services.
 - c. The installation of the landscaping and irrigation shall be inspected by the Project landscape architect upon completion. The landscape architect shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The Applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.
 - d. Any new freestanding walls and/or retaining walls shall incorporate decorative materials or finishes, and shall be indicated on the landscaping plans. (Building permits may also be required.) All freestanding walls visible from points beyond the Project site shall be treated with a protective sealant coating to facilitate graffiti removal. The sealant shall be a type satisfactory to the Director of Development Services.

E. Specific Planning Division Conditions:

1. No utilities shall be released for any purpose or Certificate of Occupancy issued until all requirements of the Planning and Building Divisions, Fire Department and Engineering Services Division have been completed.
2. Building plans, prepared by a licensed design professional, must be submitted for the Project and must comply with the building and fire codes in effect at the time of building plan submittal.

3. The plans submitted for building permit shall include notes or details containing the necessary work involved in complying with these Project conditions.
 4. The screening of roof-mounted, ground-mounted, or wall-mounted mechanical equipment and devices is required in accordance with Section 33-1085 of the Escondido Zoning Code.
 5. The building, architecture, colors and materials, and conceptual landscaping shall be in substantial conformance with the Planned Development exhibits attached as Exhibit "B" and on-file with the Planning Division, except as modified by these conditions of approval. Minor modifications may be approved by the City Planner. Major modification will require a modification to the Planned Development in accordance with Article 19 and the Downtown Specific Plan. The final design and materials for the exterior windows and doors shall be approved by the Planning Division prior to the submittal of building plans for the Project.
 6. Permitted animals/pets shall be allowed in conformance with those identified in the Escondido Zoning Code for R-4/5 zoned properties (pursuant to Article 57), unless more restrictive standards are applied by the property owner.
 7. Balconies and patios shall be kept in a neat and orderly manner. Items stored on balconies/patios should be kept out of view or properly screened. Items shall not be hung over, across or on balconies or patios (such a towels, clothing, etc.).
 8. Any materials containing asbestos that will be disturbed during demolition activities must be managed in accordance with any applicable local, State and Federal regulations by a licensed abatement contractor under controlled conditions. Current federal and state regulations require any repair, renovation and/or demolition of such materials be conducted only by workers and/or contractors who have been properly trained in the correct handling of asbestos. All asbestos work should be accomplished under the direction of an Independent State Certified Asbestos Consultant with oversight performed by a State Certified Site Surveillance Technician. The materials must be disposed of at an approved facility licensed to handle such waste.
 9. The upper floor windows facing Grand Avenue shall be designed to ensure all rooms comply with the relevant interior noise standards of 45 CNEL for habitable areas. Appropriate means of air circulation and provision of fresh air also shall be incorporated into the final building plans to ensure that windows would be able to remain closed (if necessary). Conformance with the requirement shall be included on the building plans.
 10. The parking structure roof-top open space area shall incorporate seating and shade-type amenities for the residents. These facilities shall be of a heavy-duty all-weather type design and maintained in good condition throughout the life of the project. Compliance with this requirement shall be demonstrated on the final building plans.
 11. The Project shall participate in the Density Transfer Program as a "sending area" as described in the staff report(s). A deed restriction shall be recorded prior to building permit issuance, transferring eight units into the Transfer Density Credit Pool.
- F. General Building Division Conditions:** Building plans must be submitted for the Project. These comments are preliminary only. A comprehensive plan check will be completed prior to permit

issuance and additional technical code requirements may be identified and changes to the originally submitted plans may be required.

1. The applicant shall submit a complete set of construction plans to the Development Services Department for building permit plan check processing. The submittal shall include any necessary structural calculations and State Energy compliance documentation (Title 24). Construction plans shall include a site plan, a foundation plan, floor and roof framing plans, floor plan(s), section details, exterior elevations, and materials specifications (as may be required based on the scope of work to be done). Submitted plans must show compliance with the latest adopted editions of the California Building Code (The International Building Code with California Amendments, the California Mechanical, Electrical and Plumbing Codes). Commercial and Multi-residential construction must also contain details and notes to show compliance with State disabled accessibility mandates. These comments are preliminary only. A comprehensive plan check will be completed prior to permit issuance, additional technical code requirements may be identified, and changes to the originally submitted plans may be required.

G. General Fire Division Conditions:

1. Fire underground line, fire sprinkler, and fire alarm plans shall be a deferred submittal to the Escondido Fire Department. FDC and hydrant placement shall be coordinated and approved by the Escondido Fire Department.

ENGINEERING CONDITIONS OF APPROVAL

GENERAL

1. The location of all existing on-site and adjacent utilities and storm drain facilities shall be determined by the Developer's engineer. If a conflict occurs with the proposed project or improvements, arrangements for relocation of the conflicting utilities/facilities shall be made with the owner of the utility/facility prior to approval of the Public Improvement Plans. This utility/facility relocation work shall be completed prior to issuance of Building Permits.
2. Improvement plans prepared by a Civil Engineer are required for all public street, utility, and storm drain improvements. These plans shall be submitted for review through the City's virtual plan review portal as a single package containing all items on the Engineering Initial Submittal Checklists.
3. The Developer shall post securities in accordance with the City prepared Bond and Fee Letter based on a final Engineer's Estimate of Improvements Cost prepared by the project engineer. The Developer is required to provide Performance (100% of total public improvement cost estimate), Labor and Material (50% of total public improvement cost estimate) and Guarantee and Warranty (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.
4. As surety for the construction of required off-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 Improvement Plan, or Building Permit.
5. 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.

IMPROVEMENTS

1. The address of each lot/dwelling unit shall either be painted on the curb or, where curbs are not available, posted in such a manner that the address is visible from the street. In both cases, the address shall be placed in a manner and location approved by the City Engineer.
2. All gated entrances shall be designed and improved to the satisfaction of the City Engineer. No gates or structures shall be constructed with the alley ROW including the 2-foot-wide area to be dedicated as ROW.
3. The developer shall dedicate to the City of Escondido a 2-foot-wide strip across the project on the alleyway side as ROW. A dedication document shall be prepared by a land surveyor and recorded prior to issuance of any building permit.
4. Trash enclosures shall be constructed to comply with storm water quality management requirements to the satisfaction of the City Engineer.
5. The public alleys and streets shall be adequately illuminated from the project building structure to the satisfaction of the City Engineer and Building Official. This lighting shall be maintained by the property owner.
6. The Developer may be responsible for an overlay of the adjacent alleyway street due to the many utility trenches necessary to serve this project. The determination of the extent of the overlay shall be to the satisfaction of the City Engineer.
7. The Developer will be required to provide a detailed detour and traffic control plan, for all construction and staging activities, and any requested materials placement within existing rights-of-way to the satisfaction of the City Engineer. This plan shall 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.
8. 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.

WATER SUPPLY

1. The Developer is required at their sole expense to design and construct an 8-inch PVC water main in Maple Street. This water main shall connect to the existing 8-inch water main located at the intersection of Maple Street and the alley, and extend north on Maple Street. A fire hydrant, RPDA, and FDC together with an adequate water supply shall be installed on the required water main at a location approved by the Fire Marshall. Fire hydrants shall connect to a minimum 8-inch water main. Fire service lines shall connect to a minimum 8-inch 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 Utilities Engineer.
3. A reduced pressure detector check assembly is required for the project and shall be located just inside the property line. 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, 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 DCA shall be considered a private water system. The property owner shall be responsible for all maintenance of these water lines and appurtenances.
5. A 1-inch minimum water service, 1-inch water meter, and backflow prevention device shall be required for domestic water supply per City of Escondido Design Standards and Standard Drawings. Water meters and backflow prevention devices shall not be installed within a driveway apron or on private drive areas. Backflow prevention assemblies are private and should be located on private property. Backflows shall be located directly behind the public meter.
6. No trees or deep-rooted bushes shall be planted within 10-feet of any water mains.
7. There shall be no permanent structures located within the City's Public utility Easements.
8. Improvement plans for all proposed water mains and appurtenances shall be prepared by a Civil Engineer and submitted to the City of Escondido for review and approval.
9. All public water mains shall be located under asphalt or concrete pavement and not under curbs, gutters, medians or sidewalks.
10. Any water services to be replaced, reconnected or relocated as a part of this project shall be replaced in entirety from the public water main to the public water meter to the satisfaction of the Utilities Engineer and Water Distribution Department.
11. Any fire hydrants to be replaced, reconnected or relocated as a part of this project shall be replaced in entirety from the public water main to the fire hydrant per the satisfaction of the Utilities Engineer and Water Distribution.
12. The Developer shall disconnect at the public main, all water services and fire hydrants laterals to be abandoned, to the satisfaction of the Utilities Engineer and Water Distribution Department.

SEWER

1. 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.
2. 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.
3. Any sewer mains, laterals, and appurtenances shall be designed and constructed per current City of Escondido Design Standards and Standard Drawings, and to the satisfaction of the Utilities Engineer.
4. The project design shall be such that all existing or new sewer manholes are accessible at all times by City Vector trucks for maintenance.
5. The Developer shall cap and plug at the public sewer main all sewer lines and laterals to be abandoned, to the satisfaction of the Utilities Engineer and the City Inspector.
6. The location of all sewer laterals shall be shown on the grading and improvement plans.

CITYWIDE COMMUNITY FACILITIES DISTRICT (CFD)

1. In accordance with the General Plan, the applicant shall offset the cost of public services through an approved funding mechanism. The applicant has indicated their intent to meet this requirement through annexation to the Citywide Community Facilities District (CFD). The applicant shall submit a complete Annexation Application, Unanimous Approval signed by the property owner, a title report issued within the last 30-days, and processing fees to the Engineering Department prior to the first submittal of the Building Permit. The Annexation Application and the Unanimous Approval forms are available on the following webpage: <https://www.escondido.org/community-facilities-districts>

Attachment "2"
Written Correspondence
Planning Case No. PL23-0075

From: Escondido Meetings Portal via Municode Portal
Sent: Tuesday, December 5, 2023 12:46:15 PM (UTC-08:00) Pacific Time (US & Canada)
To: MunicodeEmails
Subject: [EXT] Form submission from: Public Comment

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the se

Submitted on Tuesday, December 5, 2023 - 12:46pm

Submitted by user: Visitor

Submitted values are:

Board or Commission for Public Comment Planning Commission

Email wilkinsfamily432@gmail.com

Council Meeting Date December 12 2023

Item # PL23-0075

Subject MASTER AND PRECISE DEVELOPMENT PLAN – PL23-0075:

Position In Favor

First and Last Name Brett Wilkins

Are you an Escondido Resident? Yes

Comments

So long as the businesses on street level are supported by the city and developer, I would encourage the board to approve this plan.

We need more housing in the region and Escondido needs to be a part of the solution.

ORDINANCE NO. 2024-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A MASTER AND PRECISE DEVELOPMENT PLAN FOR A FOUR UNIT MULTIFAMILY RESIDENTIAL DEVELOPMENT WITHIN THE HISTORIC DOWNTOWN DISTRICT OF THE DOWNTOWN SPECIFIC PLAN

The City Council of the City of Escondido (“City”), California, DOES HEREBY ORDAIN as follows:

SECTION 1. The City Council makes the following findings:

a) Zadar LLC ("Applicant") filed a land use development application, Planning Case No. PL23-0075 (“Application”) constituting a request for a Master and Precise Development Plan for the conversion and remodel of a two-story commercial structure to accommodate four apartment units on the second floor, and ancillary site improvements (“Project”), on an approximately 0.16-acre parcel located on the south side of W. Grand Avenue, between S. Maple Street and S. Broadway, addressed at 143-145 W. Grand Avenue (Assessor’s Parcel Number 233-062-02-00), and more particularly described in Exhibit “A” attached to this Ordinance and incorporated by this reference as though fully set forth herein (“Property”); and

b) The Application was submitted to, and processed by, the Planning Division of the Development Services Department as Planning Case No. PL23-0075. The Applicant seeks approval of a Master and Precise Development Plan for proposed improvements to the subject site and building, as shown on Exhibit “B” (“Master and Precise Development Plan”), and on file in the Planning Division, and incorporated herein by this reference as though fully set forth.

c) The Planning Division of the Development Services Department completed its review and scheduled a public meeting regarding the application before the Historic Preservation Commission on November 11, 2023. The Historic Preservation Commission voted to recommend approval of the project as designed. Subsequently, the Planning Division scheduled a public hearing regarding the application before the Planning Commission on December 12, 2023. Following the public hearing on December 12,

2023 the Planning Commission adopted Resolution No. 2023-24, which recommended that the City Council, approve the Project.

SECTION 2. An original copy of the proposed Master and Precise Development Plan and all other related Project materials are on file in the Office of the City Clerk, with a copy of each document submitted to the City Council for its consideration. The City Clerk, whose office is located at 201 North Broadway, Escondido, California 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the City Council's decision is based, which documents and materials shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

SECTION 3. The City Council did on January 24, 2024 hold a duly noticed public hearing as prescribed by law. Evidence was submitted to and considered by the City Council, including, without limitation:

- a) Written information including all application materials and other written and graphical information posted on the project website;
- b) Oral testimony from City staff, interested parties, and the public;
- c) The City Council staff report, dated January 24, 2024 which along with its attachments, is incorporated herein by this reference as though fully set forth herein, including the Planning Commission's and Historic Preservation Commission's recommendation on the request; and
- d) Additional information submitted during the public hearing.

SECTION 4. Pursuant to the California Environmental Quality Act, Public Resource Code section 21000 et seq. ("CEQA") the Project is categorically exempt from environmental review in conformance with CEQA Guidelines section 15301 (Existing Facilities), and section 15303 (New Construction of Small Structures). The City Council adopts such categorical exemption, which is provided as Attachment 3 to the December 12, 2023 Planning Commission staff report and incorporated herein by

this reference as though fully set forth herein, and a Notice of Exemption will be filed with the County Clerk.

SECTION 5. That, upon consideration of the Findings of Fact/Factors to be Considered, attached as Exhibit "C" and incorporated herein by reference as though fully set forth herein, the City Council approves the Master and Precise Development Plan, subject to the Conditions of Approval attached as Exhibits "D", and incorporated herein by this reference as though fully set forth herein. The City Council expressly declares that it would not have made this decision except upon and subject to each and all of said conditions, each and all of which shall run with the land and be binding upon the Applicant, the owner, and all subsequent owners of the Property, and all persons who use the Property for the use(s) permitted hereby.

SECTION 6. All references within this Ordinance to "Applicant" or "Developer," shall be equally applicable to the current property owner and to any successors-in-interest or assigns, whether such successors of assigns own, control, or otherwise have development authority for all, a portion, or portions of that property included within the Project site.

SECTION 7. 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 8. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 9. The City Council authorizes all subsequent action to be taken by City Officials consistent with this Ordinance.

SECTION 10. That the City Clerk is hereby directed to certify to the passage of this Ordinance and to cause the same or a summary to be prepared in accordance with Government Code Section 36933,

to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

SECTION 11. The Ordinance shall become effective 30 days from the date of the passage.

LEGAL DESCRIPTION
Planning Case No. PL23-0075

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

Lots 19 and 20 in Block 79 of Escondido, County of San Diego, according to Map thereof No. 336, filed in the office of the County Recorder of San Diego County, July 10, 1886. follows:

APN 233-062-02-00

ABBREVIATIONS

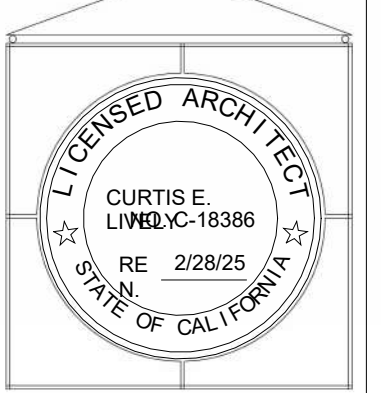
Table listing abbreviations for construction materials and finishes, such as A.B. ANCHOR BOLT, C. ASPHALTIC CONCRETE, and K. KITCHEN.

145 W. GRAND AVE.
143-145 W. GRAND AVE., ESCONDIDO, CA 92025

SHEET INDEX

Table listing sheets: AS-2 (Unnamed), T1 (TITLE SHEET), AS-1 (SITE PLAN), A1 (A-S-BUILT PLANS), A2 (2ND FLOOR CONCEPT 2), A3 (ELEVATIONS), A4 (ELEVATIONS & SECTIONS), L1 (CONCEPTUAL LANDSCAPE PLAN), L3 (COLOR CONCEPTUAL LANDSCAPE PLAN), L2 (MATERIAL BOARD).

REVISION table with columns for REVISION, DATE, DESCRIPTION, and response numbers A-E.



PROJECT DATA:
DJANI REMODEL
145 W. GRAND AVE.
ESCONDIDO, CA 92025

GENERAL NOTES

- 1. PROVIDE BACK DRAFT DAMPER AT EXHAUST FAN PER CMC SECTION 504.0.
- 2. NEW VENTILATION OPENINGS IN VERTICAL WALL, OR OTHER SIMILAR VENTILATION OPENINGS, SHALL BE LOUVERED AND COVERED WITH 1/4", NON-COMBUSTIBLE, CORROSION RESISTANT METAL MESH OR OTHER APPROVED MATERIAL THAT OFFERS EQUIVALENT PROTECTION.
- 3. STATE HEALTH AND SAFETY CODE SEC. 17921.9 BANS THE USE OF CHLORINATED POLYVINYL CHLORIDE (CPVC) FOR INTERIOR WATER SUPPLY PIPING.



2 FRONT VIEW

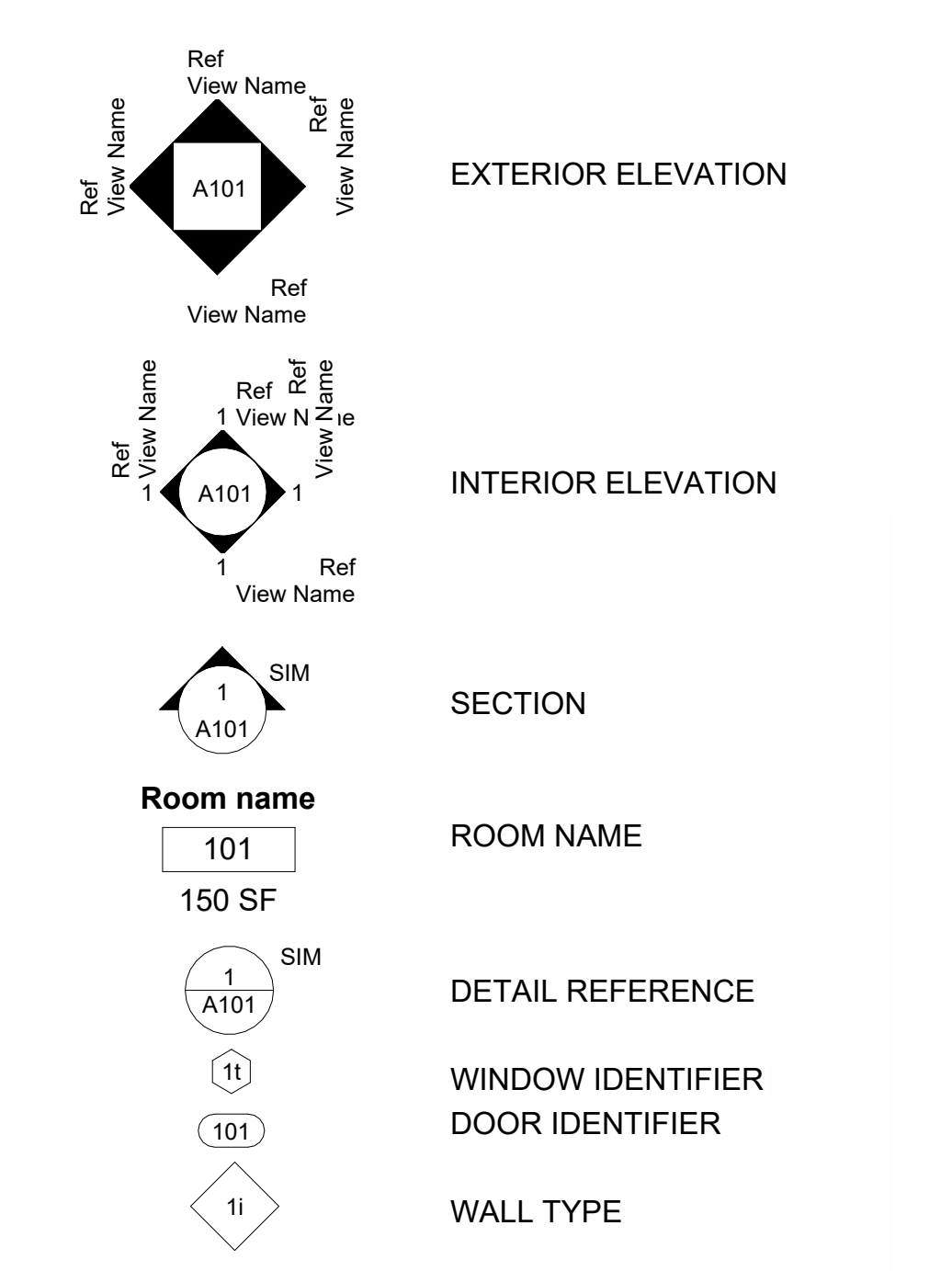
PROJECT SUMMARY

PROPOSED:
REMODEL SECOND FLOOR TO FOUR (4) APARTMENTS, COVERED PARKING, RELOCATE EXISTING TRASH ENCLOSURE, ADD NEW ENTRANCE AND STAIR ON NORTH SIDE AND NEW ACCESS STAIR FROM SOUTH SIDE.

PROJECT DIRECTORY

OWNER: ZADAR LLC
3049 DEERFORD ROW LA JOLLA, CA 92037
ARCHITECT: ZADAR LLC
CURTIS LIVELY
431 WEST GRAND AVE. SUITE 103
ESCONDIDO, CA 92025
curtis.gwa@atl.net

SYMBOL LEGEND



HERS FEATURE SUMMARY

REQUIRED SPECIAL FEATURES

BUILDING DEPARTMENT NOTICES

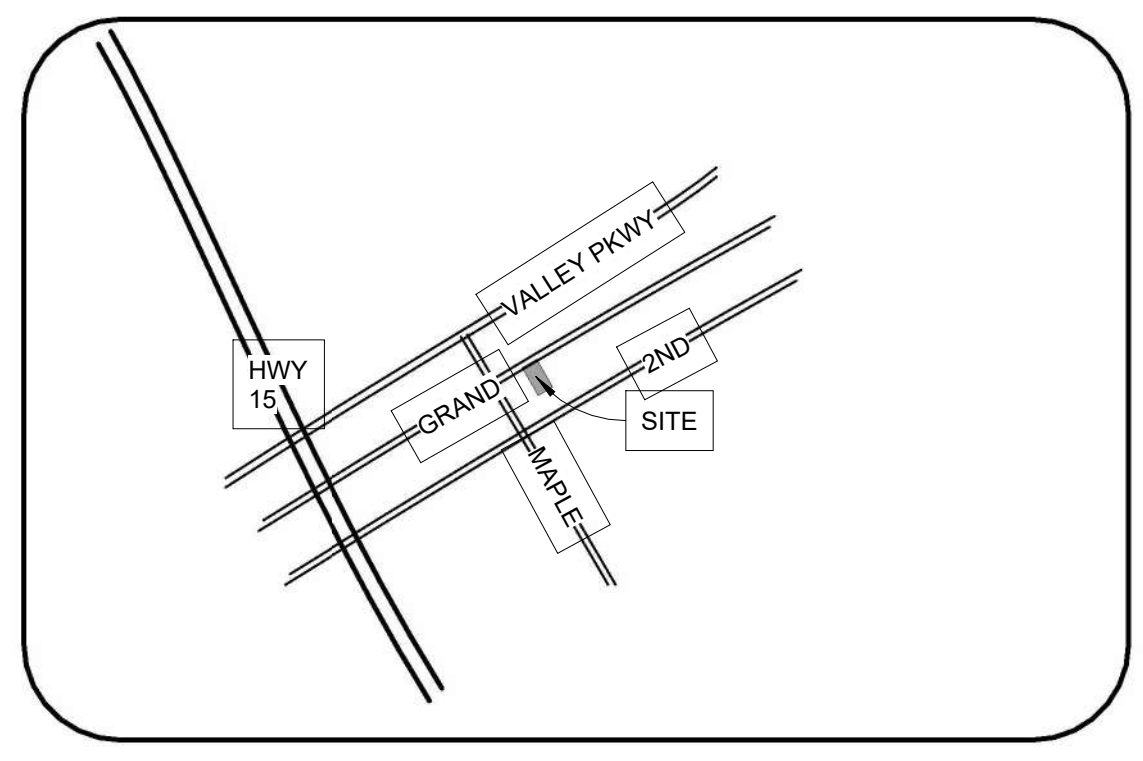
NOTICE TO THE APPLICANT / OWNER / OWNERS AGENT / DESIGNER / OR ENGINEER OF RECORD:
BY USING THIS PERMITTED CONSTRUCTION DRAWINGS FOR CONSTRUCTION / INSTALLATION OF THE WORK SPECIFIED HEREIN, YOU AGREE TO COMPLY WITH THE REQUIREMENTS OF THE CITY OF ESCONDIDO FOR SPECIAL INSPECTIONS, STRUCTURAL OBSERVATIONS, CONSTRUCTION MATERIAL TESTING AND OFF-SITE FABRICATION OF BUILDING COMPONENTS...

AREA TABULATION

FIRST FLOOR COMMERCIAL AREA: 3,976 S.F.
SECOND FLOOR APARTMENTS:
• UNIT #1 816 S.F.
• UNIT #2 914 S.F.
• UNIT #3 934 S.F.
• UNIT #4 822 S.F.

OPEN SPACE: 1,200 S.F. (300 S.F./UNIT)

LOCATION MAP



ALL DIMENSIONS CONTAINED HEREIN ARE APPROXIMATE AND SHALL BE FIELD VERIFIED BY THE CONTRACTOR. ALL IDEAS, DESIGNS, PLANS, AND SPECIFICATIONS ARE OTHER PROJECT DOCUMENTS, INCLUDING ALL DOCUMENTS ON ELECTRONIC MEDIA ARE THE PROPERTY OF GRAND WEST ASSOCIATES, INC. AND MAY NOT BE REPRODUCED OR USED WITHOUT THEIR WRITTEN PERMISSION.

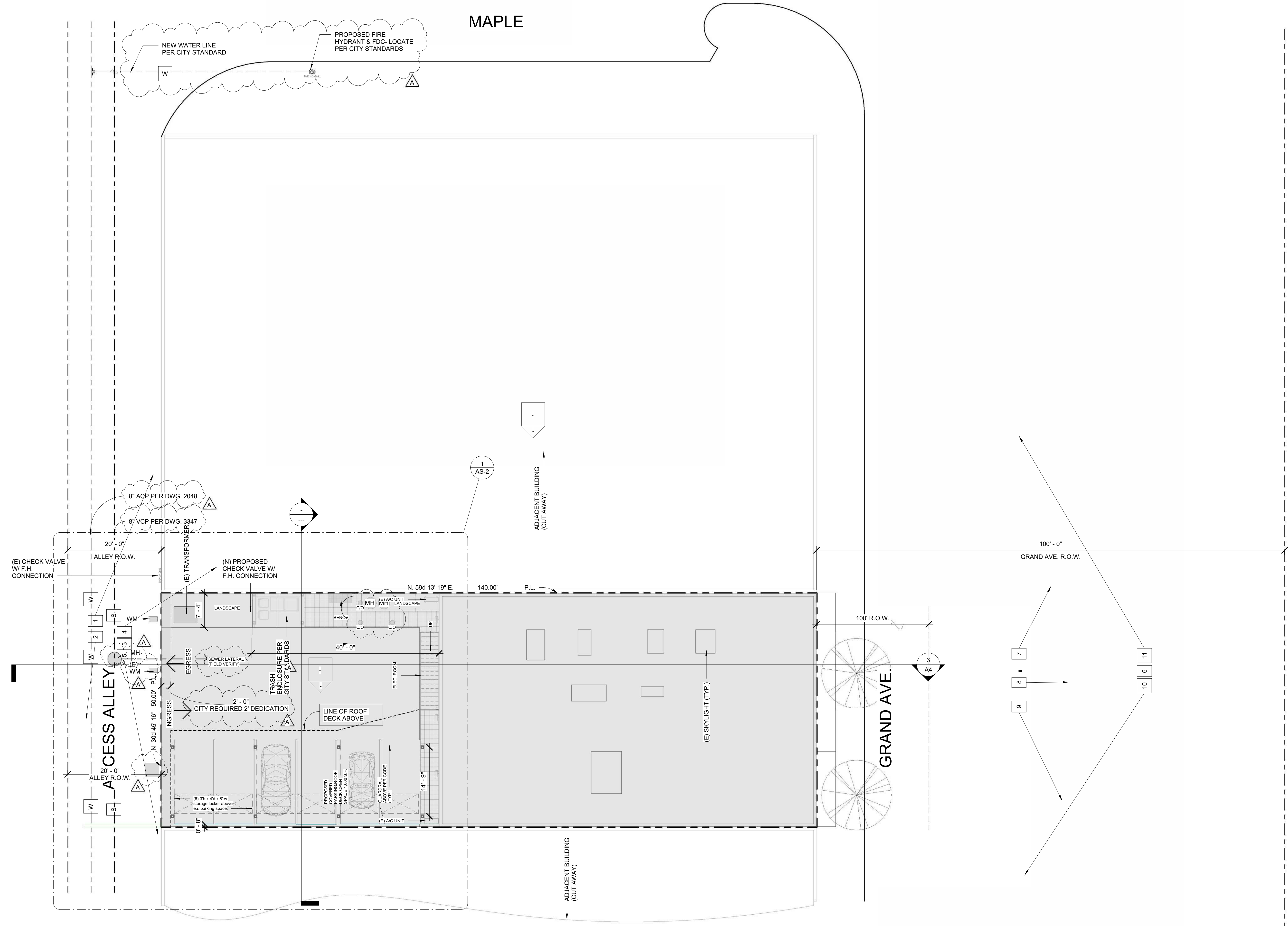
ARCHITECT: ZADAR LLC
CURTIS LIVELY
431 WEST GRAND AVE. SUITE 103
ESCONDIDO, CA 92025
curtis.gwa@atl.net

STRUCTURAL ENGINEER: MORGAN STRUCTURAL ENGINEERING
JEFF MORGAN
480 E. 6TH AVE
ESCONDIDO, CA 92025
morganstructural.com

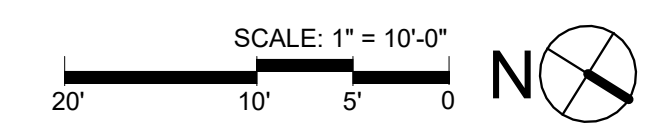
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TITLE SHEET

T1
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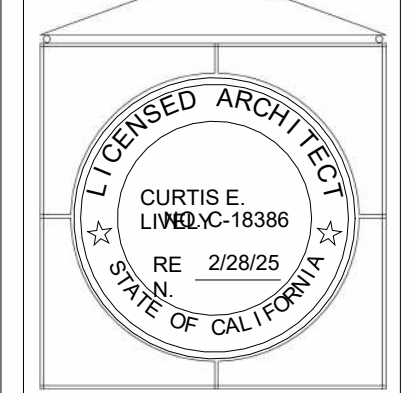


1 SITE PLAN
 1" = 10'-0"



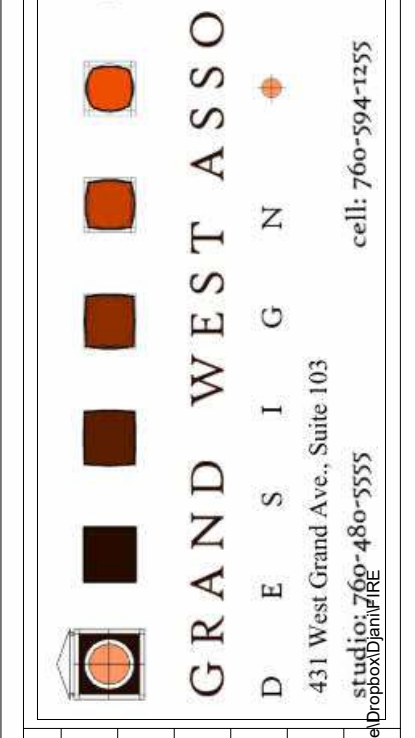
DENOTES PHOTO #

REVISION #	DESCRIPTION	DATE
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DJANI REMODEL
 145 W. GRAND AVE.
 ESCONDIDO, CA 92025

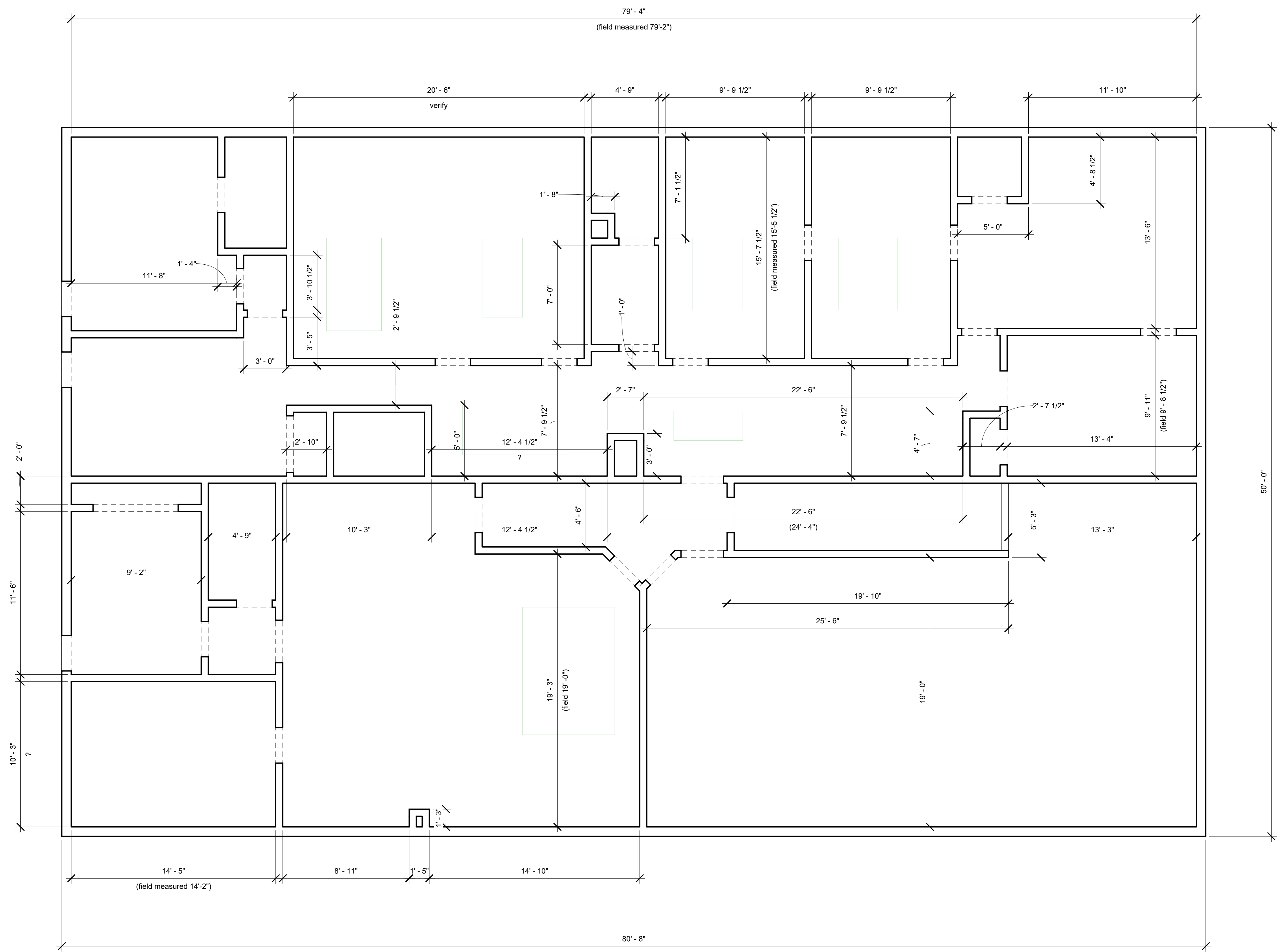
PROJECT DATA:
GRAND WEST ASSOCIATES, INC.
 D E S I G N B U I L D
 431 West Grand Ave., Suite 103
 Escondido, CA 92025
 cell: 760-994-1335
 curtis.gwa@att.net



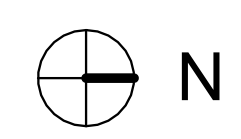
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SHEET INFORMATION
SITE PLAN

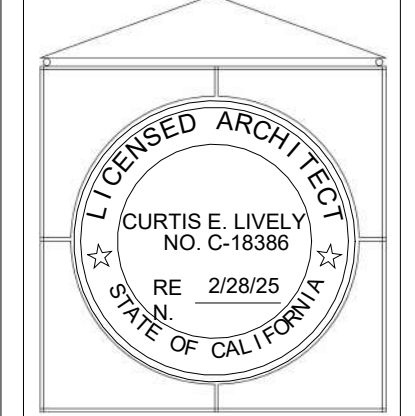
AS-1



① 2ND FL-ASBUILT
1/4" = 1'-0"



#	DESCRIPTION	DATE
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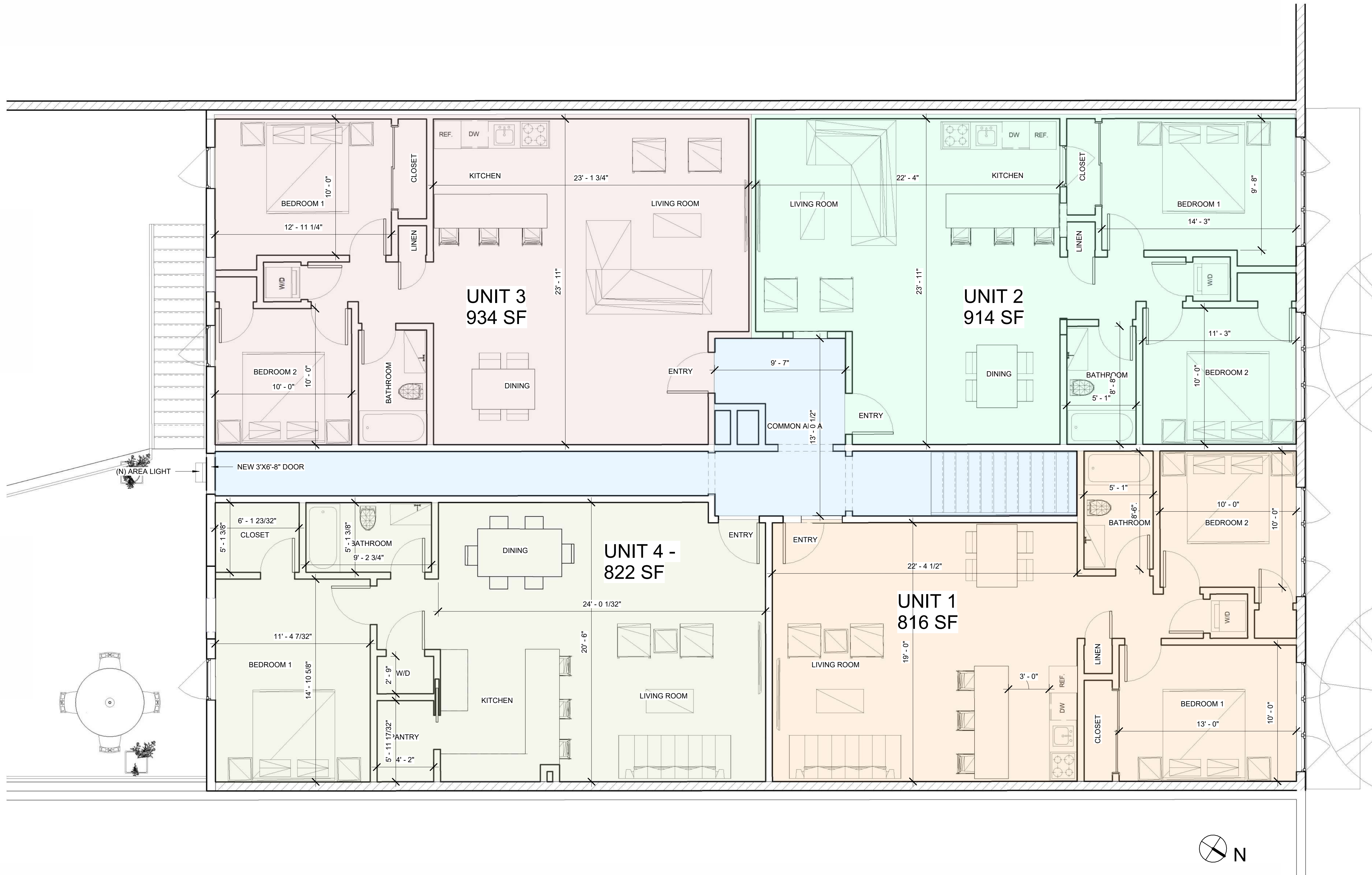


PROJECT DATA:
DJANI REMODEL
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 ESCONDIDO, CA 92025

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 431 West Grand Ave., Suite 103
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 curtisgw@att.net

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CHECKED BY: Checker
DATE: Issue Date
SCALE: AS SHOWN
JOB NUMBER: Project Number
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SHEET INFORMATION
A-S-BUILT PLANS
A1
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1 2ND FLOOR PLAN
 1/4" = 1'-0"

DJANI REMODEL
 145 W. GRAND AVE.
 ESCONDIDO, CA 92025

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 D E S I G N B U I L D
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 curtis.gwa@att.net

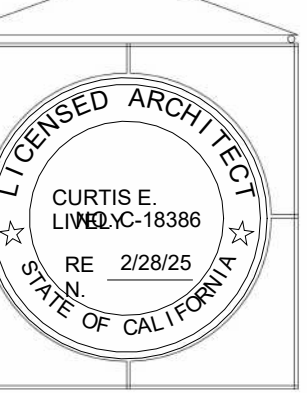
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SHEET INFORMATION
**2ND FLOOR
 CONCEPT 2**

A2

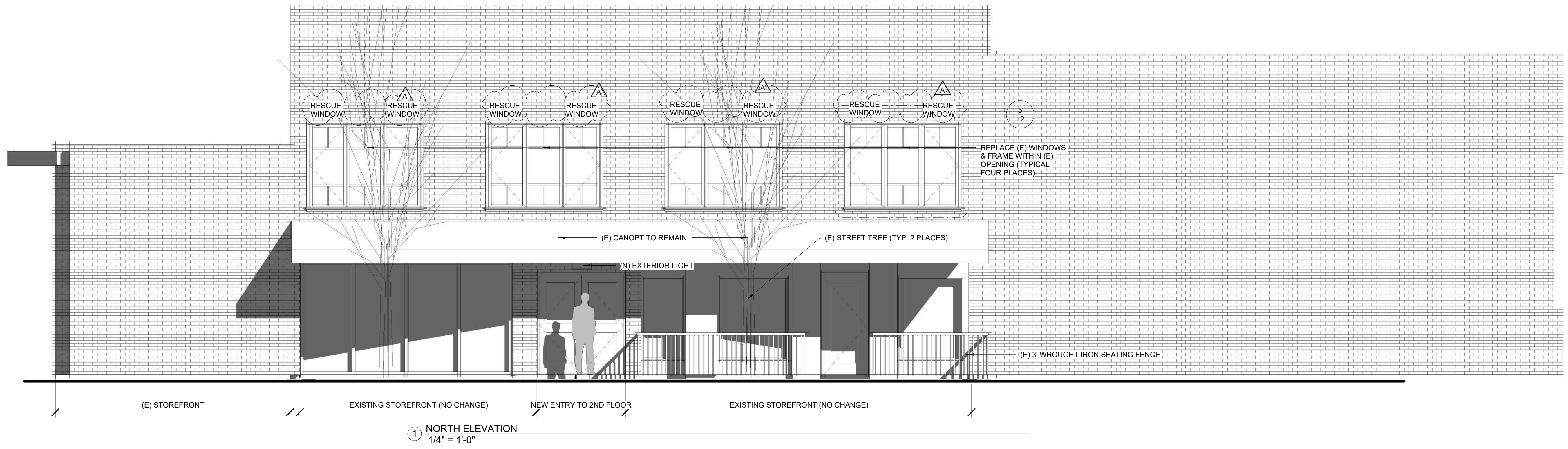
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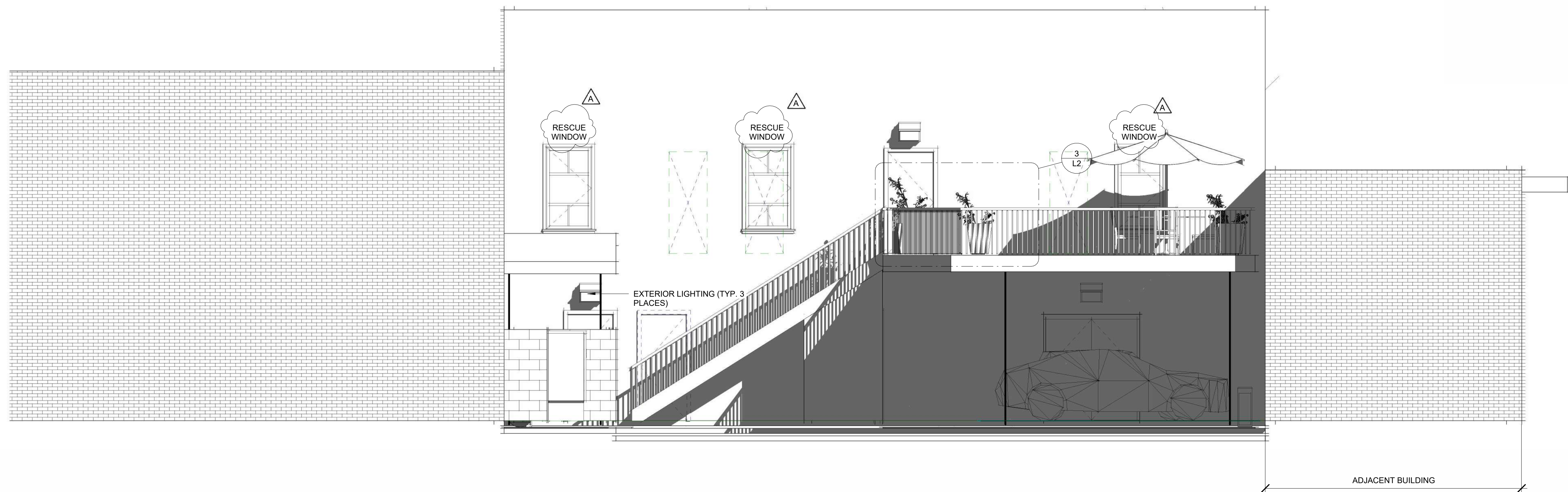


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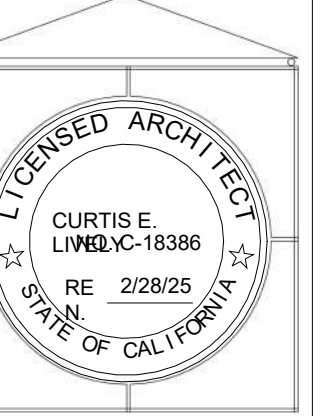


1 NORTH ELEVATION
 1/4" = 1'-0"



2 SOUTH ELEVATION
 1/4" = 1'-0"

REVISION	DATE
#	DESCRIPTION
A	
B	
C	
D	
E	



DJANI REMODEL
 145 W. GRAND AVE.
 ESCONDIDO, CA 92025

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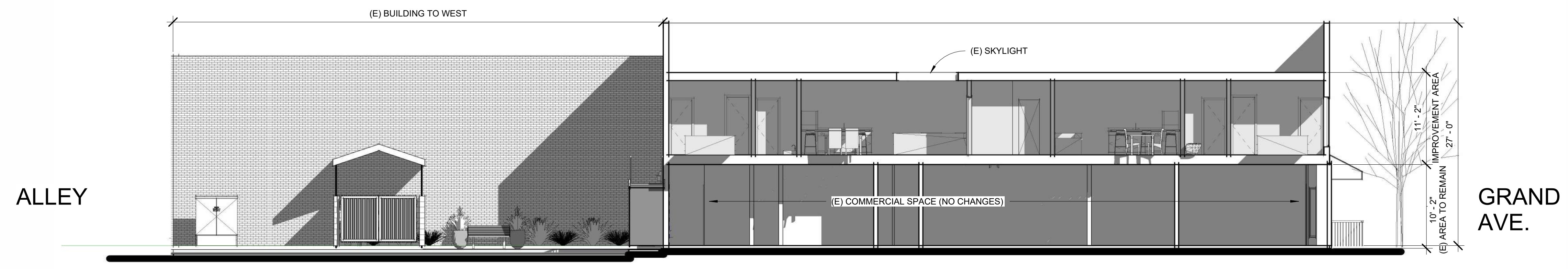
GRAND WEST ASSOCIATES, INC.
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 431 West Grand Ave., Suite 103
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 cell: 760-994-1355
 curtis.gwa@att.net

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 CHECKED BY: Checker
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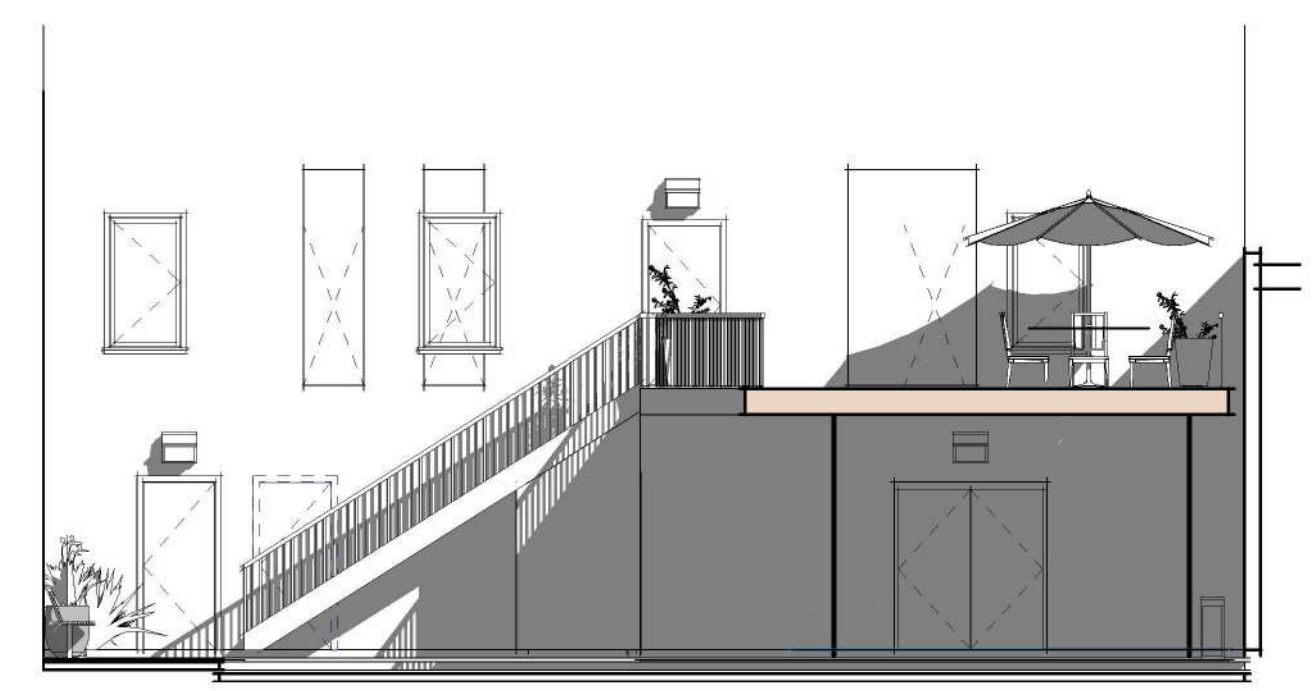
SHEET INFORMATION
ELEVATIONS

A3

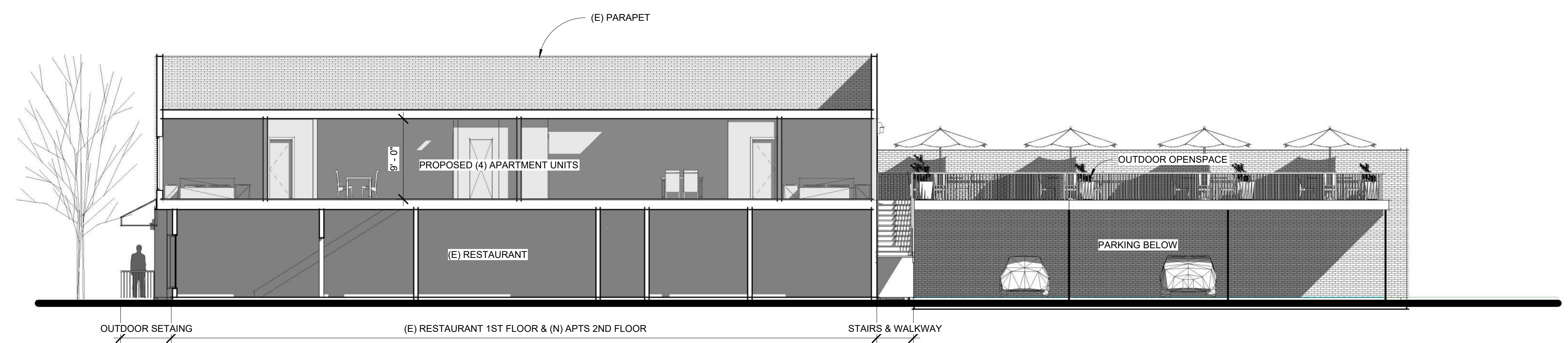
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1 WEST ELEVATION/SECTION
 1/8" = 1'-0"

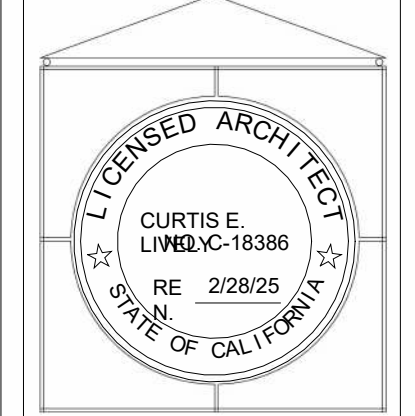


2 SECTION - LOOKING NORTH
 1/8" = 1'-0"



3 EAST ELEVATION / SECTION
 1/8" = 1'-0"

REVISION #	DESCRIPTION	DATE
A		
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E		



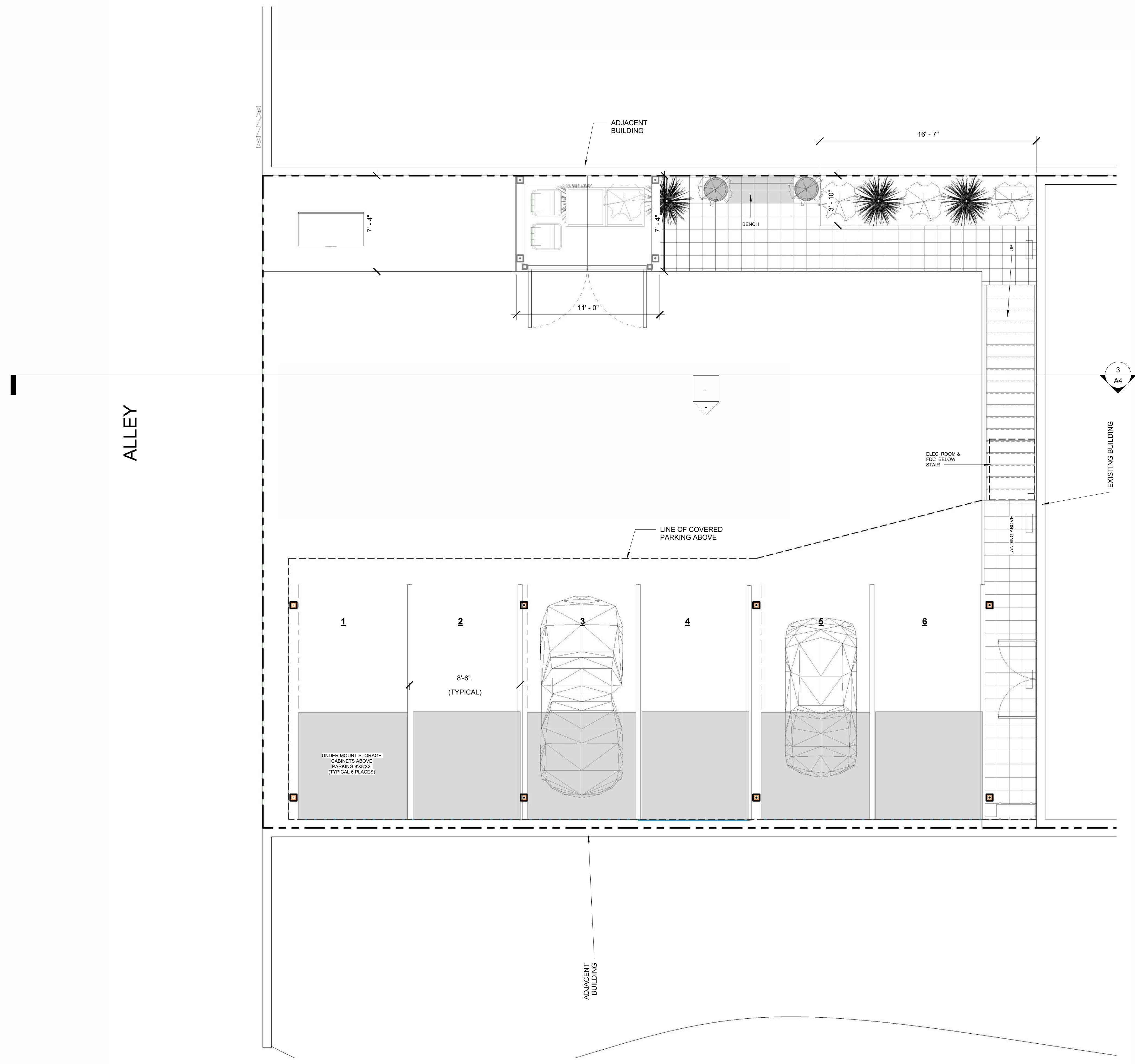
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DJANI REMODEL
 145 W. GRAND AVE.
 ESCONDIDO, CA 92025

GRAND WEST ASSOCIATES, INC.
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 curtis.gwa@att.net

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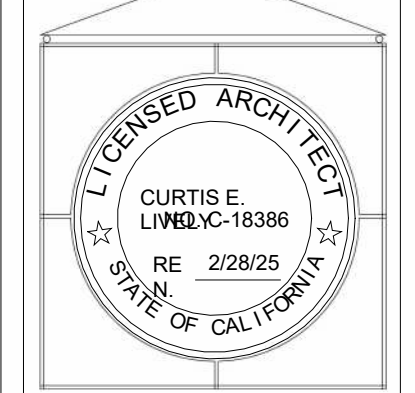
SHEET INFORMATION
ELEVATIONS & SECTIONS

A4
 PLOT DATE: 9/11/2023 2:19:27 PM



1 SITE PLAN - PARKING
 1/4" = 1'-0"

#	REVISION DESCRIPTION	DATE
A		
B		
C		
D		
E		

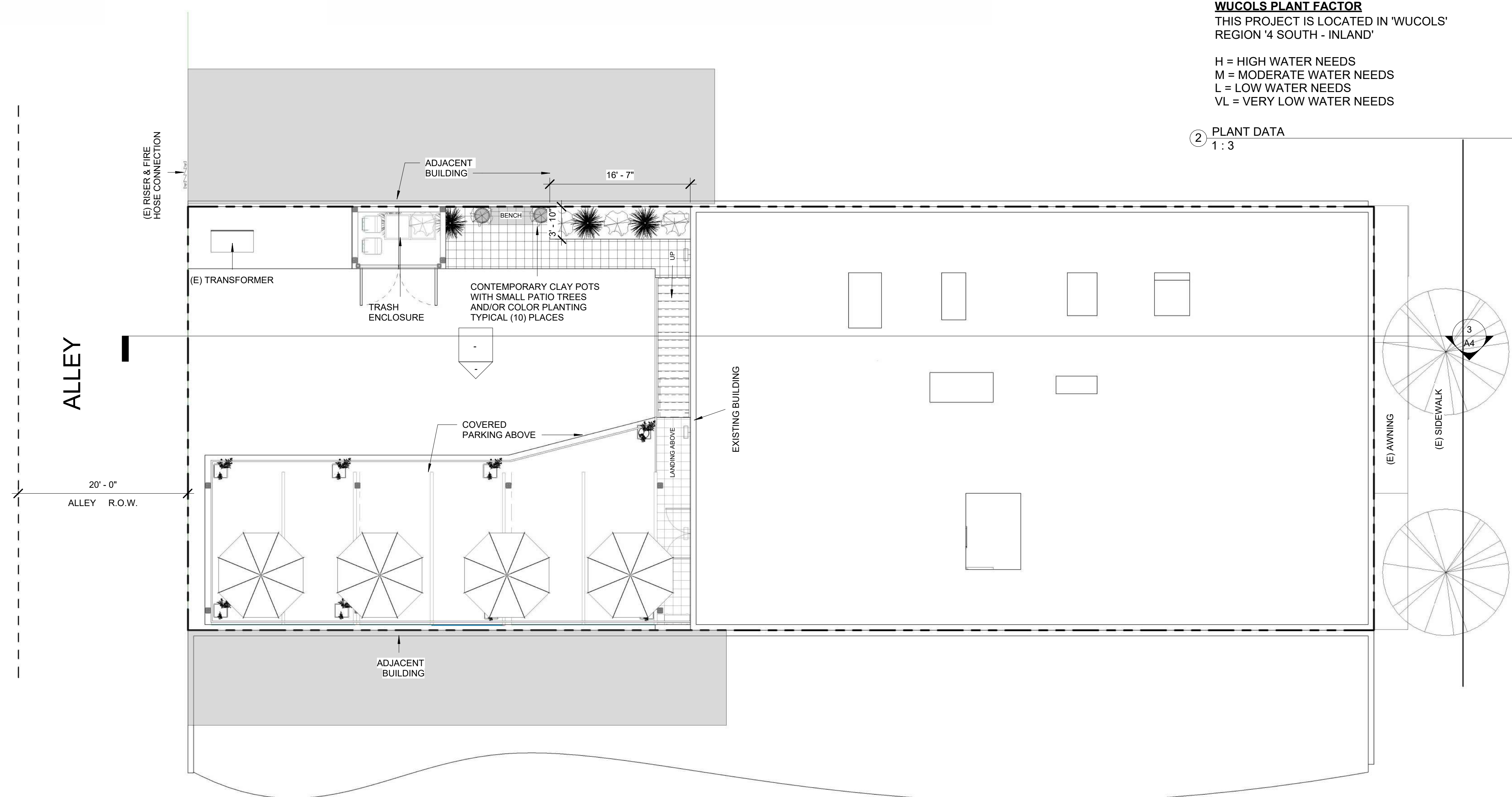


PROJECT DATA:
DJANI REMODEL
 145 W. GRAND AVE.
 ESCONDIDO, CA 92025

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 cell: 760-994-1335
 curtis.gwa@att.net

DRAWN BY: Author	CHECKED BY: Checker
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SHEET INFORMATION
 Unnamed
AS-2
 PLOT DATE: 9/11/2023 2:19:44 PM



PLANTING NEEDS

TREES

SYMBOL	TREE NAME	QTY.	WUCOLS
	EXISTING STREET TREE	2	M

ACCENT PLANTS

SYMBOL	ACCENT PLANT NAME	WUCOLS
	ROSMARINUS 'TUSCAN BLUE', TUSCAN BLUE ROSEMARY 5 GAL. SIZE	L
	AGAVE MADIOPICTA ALBA, CENTURY AGAVE 15 GAL. SIZE	L

GROUND COVER/SHRUB MASS NAME

SYMBOL	NAME	WUCOLS
	MUHLENBERGIA RIGENS, DEER GRASS 1 GAL. SIZE 42" O.C.	M

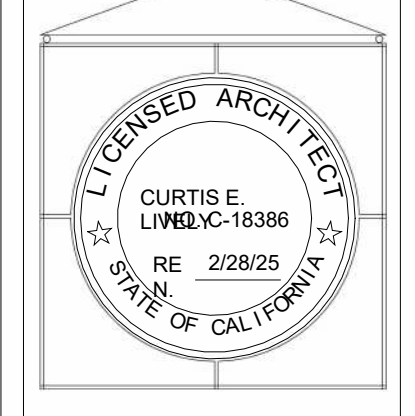
WUCOLS PLANT FACTOR
 THIS PROJECT IS LOCATED IN 'WUCOLS' REGION '4 SOUTH - INLAND'

H = HIGH WATER NEEDS
 M = MODERATE WATER NEEDS
 L = LOW WATER NEEDS
 VL = VERY LOW WATER NEEDS

② PLANT DATA
 1:3

① CONCEPTUAL LANDSCAPE PLAN
 1/8" = 1'-0"

#	REVISION	DESCRIPTION	DATE
A			
B			
C			
D			
E			



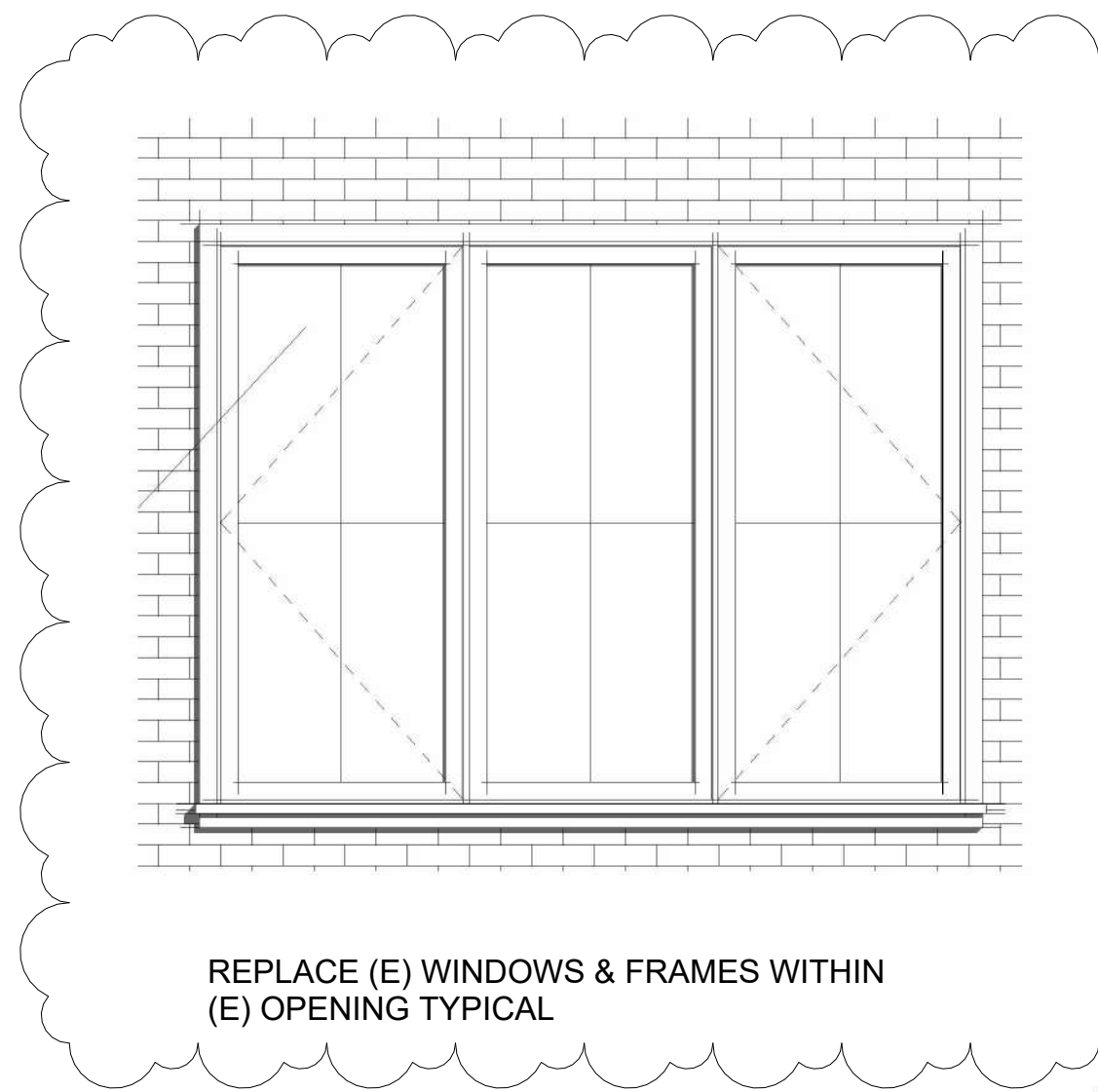
PROJECT DATA:
DJANI REMODEL
 145 W. GRAND AVE.
 ESCONDIDO, CA 92025

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 D E S I G N B U I L D
 431 West Grand Ave., Suite 103
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 cell: 760-994-1335
 curtis.gwa@att.net

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 DATE: Issue Date
 SCALE: AS SHOWN
 JOB NUMBER: Project Number
 CAD FILE: [unclear]

CONCEPTUAL LANDSCAPE PLAN

L1



REPLACE (E) WINDOWS & FRAMES WITHIN (E) OPENING TYPICAL

5 TYPICAL REPLACEMENT WINDOW DETAIL
1/2" = 1'-0"



4 SOUTH ELEVATION - COLOR
1/4" = 1'-0"

WINDOWS & EXTERIOR DOORS

MILGARD "ULTRA SERIES" FIBERGLASS - (OR APPROVED EQUAL)

COLOR: BARK



BARK COLOR

VERTICAL WROUGHT IRON HANDRAIL SYSTEM- OR APPROVED EQUAL

1. WROUGHT IRON RAILS
2. COLOR - BARK TO MATCH WINDOW COLOR



SPECIFICATION SHEET
145 W. GRAND AVE.
ESCONDIDO, CA 92025

AREA	DESCRIPTION	COLOR	NOTES
ROOFING	TORCH APPLIED ASPHALTIC	GRAY (EXISTING)	EXISTING
SIDING STUCCO	7/8" STUCCO VENEER	BONE	EXPO STUCCO OR APPROVED EQUAL
WINDOWS & EXTERIOR DOORS	METAL CLAD OR APPROVED EQUAL	REGAL BROWN	MANUFACTURER T.B.D.
PAINT	PRIME & TWO COATS	VARIES	FRAZEE PAINT OR APPROVED EQUAL
EXTERIOR LIGHTING	T.B.D.	MATCH WINDOW TRIM	MANUFACTURER T.B.D.
GUARDRAIL	WROUGHT IRON	MATCH WINDOW TRIM	CUSTOM FABRICATED

EXTERIOR LIGHTING

T.B.D.

COLOR: TO MATCH WINDOW COLOR



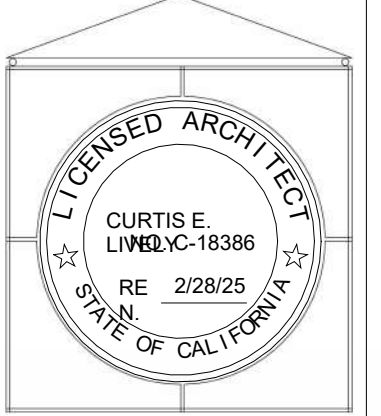
EXTERIOR STUCCO COLORS

LAHABRA STUCCO - (OR APPROVED EQUAL)

COLOR ONE: #81585 CHARLESTON (BASE 100)



REVISION	DATE	DESCRIPTION			
#	A	B	C	D	E



DJANI REMODEL
145 W. GRAND AVE.
ESCONDIDO, CA 92025

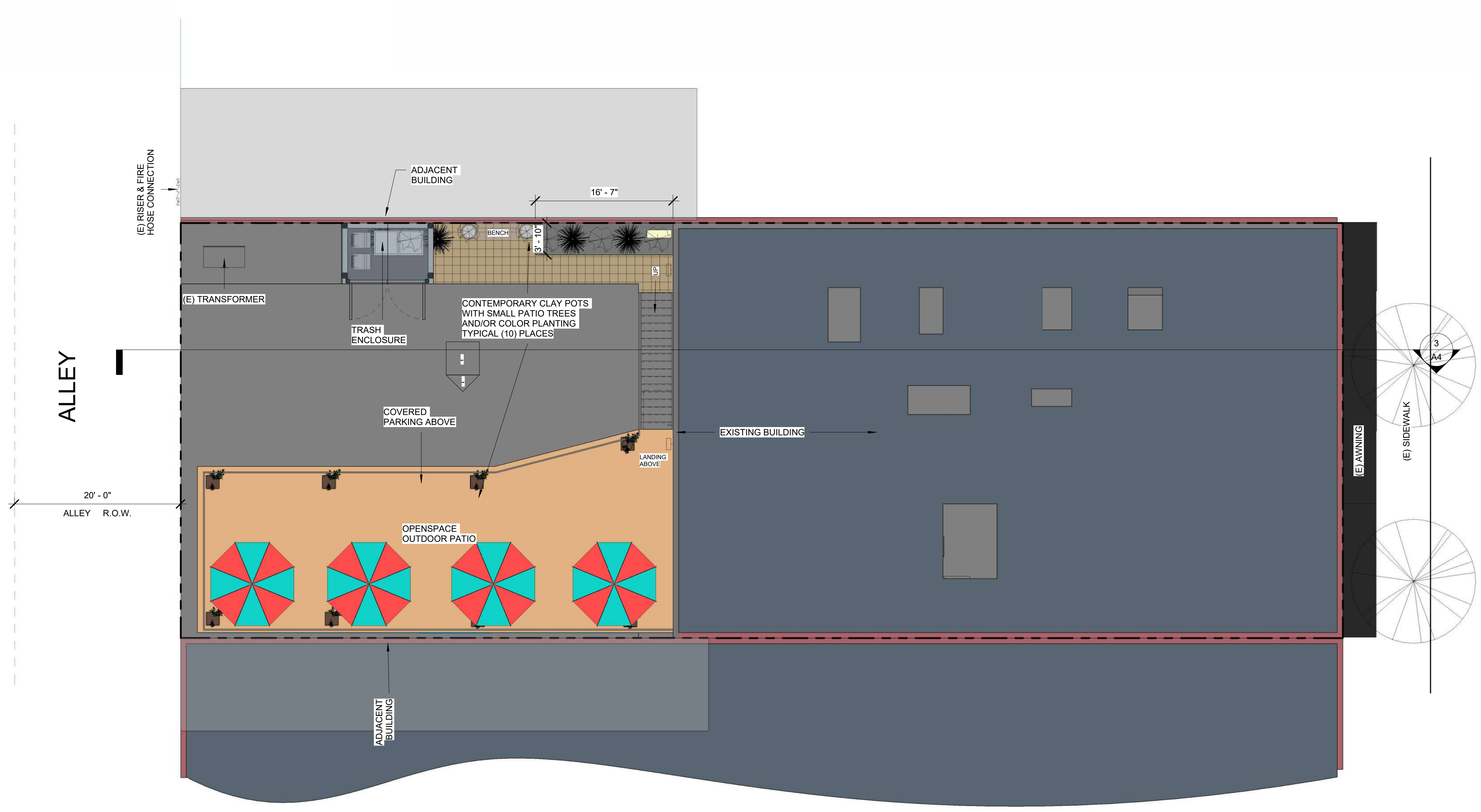
PROJECT DATA:

GRAND WEST ASSOCIATES, INC.
D E S I G N
431 West Grand Ave., Suite 103
Escondido, CA 92025
cell: 760-994-1335
curtis.gwai@att.net

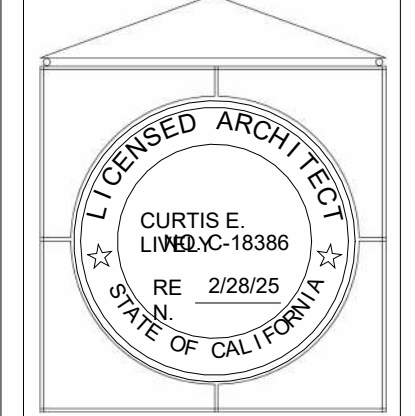
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MATERIAL BOARD

L2



#	REVISION DESCRIPTION	DATE
A		
B		
C		
D		
E		



PROJECT DATA:
DJANI REMODEL
 145 W. GRAND AVE.
 ESCONDIDO, CA 92025

GRAND WEST ASSOCIATES, INC.
 D E S I G N B U I L D
 431 West Grand Ave., Suite 103
 Escondido, CA 92025
 cell: 760-994-1335
 curtis.gwa@att.net

SHEET INFORMATION
 DRAWN BY: Author
 CHECKED BY: Checker
 DATE: AS SHOWN
 SCALE: AS SHOWN
 JOB NUMBER: Project Number
 CAD FILE: PROJECT.dwg

COLOR CONCEPTUAL LANDSCAPE PLAN L3

1 CONCEPTUAL LANDSCAPE PLAN Copy 1
 1/8" = 1'-0"



Findings of Fact/Factors to be Considered PL23-0075

Environmental Determination(s)

1. Pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et. seq.) ("CEQA"), and its implementing regulations (14 C.C.R. § 15000 et seq.) ("CEQA Guidelines"), the City of Escondido ("City") is the Lead Agency for the project ("Project"), as the public agency with the principal responsibility for approving the Project.
2. The Project qualifies for an exemption from further environmental review pursuant to CEQA Guidelines section 15301 (Existing Facilities) and 15303 (New Construction or Conversion of Small Structure) because such categorical exemption applies to proposed developments that consist of minor alterations to private structures involving negligible or no expansion beyond the existing or former use. This applies to development such as interior or exterior alterations, and additions to existing structures of not more than 10,000 square feet. The project also qualifies because it involves the conversion of existing unused space to multi-family residential totaling no more than six dwelling units in urbanized areas. The project site is substantially surrounded by urban uses, where the site has no habitat value for special status species, can be adequately served by all required utilities and public services, and the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. The Project also does not trigger any exceptions to the categorical exemption as listed in CEQA Guidelines section 15300.2.
3. The City Council has independently considered the full administrative record before it, which includes but is not limited to the January 24, 2024, City Council Staff Report; testimony by staff and the public; and other materials and evidence submitted or provided to it. The administrative record demonstrates that each of the above requirements have been satisfied. No substantial evidence has been submitted that would support a finding that any of the above-described exemption requirements has not been satisfied. The Project will not have a significant effect on the environment, and all of the requirements of CEQA have been met.

Master and Precise Development Plan

1. The location, design, and residential density of the proposed Project is consistent with the goals and policies of the Escondido General Plan because mixed-use residential development is permitted and encouraged in the Downtown Specific Plan Area (SPA 9) and the Historic District (HD). The proposed infill residential project would be in conformance with General Plan Housing Element's Goals and Policies to plan for quality managed and sustainable growth; provide a range of housing opportunities for all income groups and populations with special needs, and; encourage a compact, efficient urban form the promotes transit, supports nearby commercial establishments and takes advantage of infrastructure improvements installed to accommodate their intended intensities. The site is physically suitable for the proposed density of development because the property is within a downtown urban core area

and the project will assist in the ongoing revitalization of the Downtown Area and retail core by establishing a permanent residential base in the downtown area. The subject site is located within the Historic District of the Downtown Specific Plan, which allows multi-family mixed-use development up to 75 du/ac. Based on the property size of 0.16 acres, the Historic Downtown District would allow up to 12 units and a three-story structure up to 45 feet in height. The request to remodel the second story of the existing two-story, 27-foot-high building is consistent with the land use density and development requirements envisioned for this area. The project density of 25 du/ac is consistent with the allowable density for the project site.

The proposed Planned Development, consisting of a Master and Precise Development Plan, includes a request for a parking reduction from eight spaces to six spaces, along with reduction in setbacks for the six parking spaces. The Downtown Specific Plan allows for modifications to development standards through the Planned Development process. The proposed modifications to the development standards would be appropriate for this project, as discussed in the Planning Commission staff report dated December 12, 2023, and City Council staff report dated January 24, 2024.

2. The proposed location of the development allows the planned development to be well integrated with its surroundings by providing a mixed-use residential housing project in close proximity to transit, and near retail and other commercially developed properties. Adequate parking, circulation, utilities and access would be provided for the development (as detailed in the staff report). The project would not be out of character for the area because the Historic Downtown District of the Downtown Specific Plan envisions an upscale urban area with a mix of high-density residential and commercial development. Further, the proximity to the Escondido Transit Center makes the density appropriate. The proposed exterior improvements to the buildings are appropriate for the proposed location due to the street-oriented appeal and urban design characteristics, along with the quality of the architectural design and use of a variety of building materials and colors. The proposed exterior improvements also would be consistent and appropriate for the historic design of the structure.
3. All vehicular traffic generated by the proposed development would be accommodated safely and without causing undue congestion upon adjoining streets, as determined by the Engineering Division.
4. The overall design of the proposed residential mixed-use development would produce an attractive, efficient and stable environment for living because adequate residential amenities, parking, and landscaping would be provided. Further, the design of the development is consistent with a high quality, urban infill project that will provide housing opportunities within walking distance of downtown commercial and retail services consistent with the City's vision for the downtown area. The project includes sufficient on-site open space amenities appropriate for this mixed-use urban development, including a parking roof-deck common open area with outdoor seating areas.
5. The proposed development would be well integrated into its surroundings, because the new structures would incorporate compatible and integrated architecture, materials and colors, and

the project would not be visually obstructive or disharmonious with surrounding areas, or harm major views from adjacent properties. No grading is proposed for the project other than minimal ground preparation for the modified parking area.

6. The uses proposed have a beneficial effect not obtainable under existing zoning regulations. Utilizing the Planned Development process allows flexibility from the Downtown Specific Plan requirements in order to achieve a higher-density residential project in the urban core and adaptive reuse of the existing underutilized building. The project would provide residential opportunities integrated into a comprehensive and self-contained development, which creates an environment of sustained desirability and stability through the controls offered and regulated through the Planned Development process.
7. The project would provide an environment of sustained desirability and stability because City services and adequate access would be provided; adequate parking would be provided; the proposed architecture would be integrated into its surroundings; and the project could serve as a catalyst for further revitalization efforts in the area.
8. The improvements are not likely to cause substantial environmental concerns because the property was previously developed with commercial uses. The site does not contain any sensitive or protected habitat or other environmental concerns as determined during the environmental review. The design of the project and the type of improvements are not likely to cause serious public health problems because the project will not degrade the levels of service on the adjoining streets or drainage system as the project incorporates appropriate infrastructure improvements. Adequate city sewer and water is available to the site.
9. The general provisions, conditions, and exceptions applicable to the underlying Downtown Specific Plan shall be applied to the planned development, unless a different regulation or standard is prescribed by an adopted planned development. Development standards related to parking, setbacks, building height and open space as described in the December 12, 2023 staff report and January 24, 2024 staff report shall be governed by the site-specific Master Development Plan standards, which shall be adopted as part of the Project. All other provisions of the Escondido Zoning Code and Downtown Specific Plan shall prevail during the implementation and operation of the Project.

No Net Loss

No Net Loss Law (Government Code section 65863) applies when a site is included in the jurisdiction's Housing Element's inventory of sites and is either rezoned to a lower residential density or is approved at a lower residential density or affordability level than shown in the Housing Element. The City does not need to determine if this Project or a decision related to this Project would be subject to No Net Loss Law and its remedies. The Project site is not identified in the vacant/underutilized sites land inventory of the City's Sixth Cycle (current) Housing Element (i.e., Appendix B of Chapter IV of the General Plan).

CONDITIONS OF APPROVAL

Planning Case Number: PL23-0075

This Project is conditionally approved as set forth on the application received by the City of Escondido on **February 14, 2023**, and the Project drawings consisting of Civil Plans/Grading, Sections, Site Plans, Floor Plans, Architectural Elevations, Landscape Plans and Colored Elevations; all designated as recommended for approval on **January 24, 2024**, and shall not be altered without express authorization by the Development Services Department.

For the purpose of these conditions, the term "Applicant" shall also include the Project proponent, owner, permittee, or its successor(s) in interest, as may be applicable.

A. General:

1. **Acceptance of Permit.** Should the Applicant fail to file a timely and valid appeal of this Permit within the applicable appeal period, such inaction by the Applicant shall be deemed to constitute all of the following on behalf of the Applicant:
 - a. Acceptance of the Permit by the Applicant; and
 - b. Agreement by the Applicant to be bound by, to comply with, and to do all things required of or by the Applicant pursuant to all of the terms, provisions, and conditions of this Project Permit or other approval and the provisions of the Escondido Municipal Code or Zoning Code applicable to such Permit.
2. **Permit Expiration.** The Permit shall expire 36 months from the effective date of City Council approval of the Master and Precise Plan unless additional time is granted pursuant to Zoning Code Article 19.
3. **Certification.** The Director of Development Services, or his/her designee, is authorized and directed to make, or require the Applicant to make, all corrections and modifications to the Project drawings and any other relevant document comprising the Project in its entirety, as necessary to make them internally consistent and in conformity with the final action on the Project. This includes amending the Project drawings as necessary to incorporate revisions made by the decision-making body and/or reflecting any modifications identified in these conditions of approval. Three copies of final Approved Plan set, shall be submitted to the Planning Division for certification. Said plans must be certified by the Planning Division prior to submittal of any post-entitlement permit, including grading, public improvement, landscape, or building plans for the Project.
4. **Conformance to Approved Plans.**
 - a. The operation and/or use of the subject property shall be consistent with the Project Description and Details of Request, designated with the Approved Plan set.

- b. Nothing in this Permit shall authorize the Applicant to intensify the authorized activity beyond that which is specifically described in this Permit.
- c. Once a permit has been issued, the Applicant may request Permit modifications. "Minor" modifications may be granted if found by the Director of Development Services to be in substantial conformity with the Approved Plan set, including all exhibits and Permit conditions attached hereto. This includes modifications to any Grading Exemptions for the slopes up to an additional one foot in height, and modifications to retaining wall heights. Modifications beyond the scope described in the Approved Plan set may require submittal of an amendment to the Permit and approval by the authorized agency.

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

6. Certificate of Occupancy.

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

7. Availability of Permit Conditions.

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

11. 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 (2) working days of the effective date of the adoption of the environmental document, a check payable to the "San Diego County Clerk," in the amount that is published by the County Clerk's Office. Failure to remit the required fees in full within the specified time noted above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. In addition, Section 21089(b) of the Public Resources Code, and Section 711.4(c) of the Fish and Game Code provide that no project shall be operative, vested, or final until all the required filing fees are paid. The County Clerk's Office filing fees for other environmental review documents are adjusted annually by the California Department of Fish and Wildlife. If the fee increases after the date of this approval, the Applicant shall be responsible for the increase.

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

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

16. Indemnification, Hold Harmless, Duty to Defend.

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

and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney's fees (including the full reimbursement of any such fees incurred by the City's outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City).

- b. The Applicant further and separately agrees to and shall indemnify, hold harmless, and defend the City (including all Indemnified Parties) from and against any and all Claims brought by any third party to challenge the Project or its approval by the City, including but not limited to any Claims related to the Project's environmental determinations or environmental review documents, or any other action taken by the City regarding environmental clearance for the Project or any of the Project approvals. Such indemnification shall include the Applicant's payment for any and all administrative and litigation costs and expenses incurred by the City in defending against any such Claims, including payment for all administrative and litigation costs incurred by the City itself, the costs for staff time expended, and reasonable attorney's fees (including the full reimbursement of any such fees incurred by the City's outside counsel, who may be selected by the City at its sole and absolute discretion and who may defend the City against any Claims in the manner the City deems to be in the best interests of the City and the Project).
- c. The City, in its sole discretion and upon providing notice to the Applicant, may require the Applicant to deposit with the City an amount estimated to cover costs, expenses, and fees (including attorney's fees) required to be paid by the Applicant in relation to any Claims referenced herein, which shall be placed into a deposit account from which the City may draw as such costs, expenses, and fees are incurred. Within 14 days after receiving written notice from the City, the Applicant shall replenish the deposit account in the amount the City determines is necessary in the context of the further defense of such Claims. To the extent such deposit is required by the City, the amount of such deposit and related terms and obligations shall be expressed in a written Deposit Account Agreement, subject to the City Attorney's approval as to form. The City, in its sole and reasonable discretion, shall determine the amount of any initial deposits or subsequent deposits of funds, and the Applicant may provide documentation or information for the City to consider in making its determinations. Nothing within this subsection shall be construed as to relieve the Applicant's obligations to indemnify, hold harmless, or defend the City as otherwise stated herein.

B. Construction, Maintenance, and Operation Obligations:

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

As a condition of receiving the land use approvals specified herein, Applicant shall maintain the property subject to the approvals in compliance with all applicable city codes governing the

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

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

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

3. **Utilities.** All new utilities and utility runs shall be underground, or fee payment in-lieu subject to the satisfaction of the City Engineer.
4. **Signage.** All proposed signage associated with the Project must comply with Article 66 (Sign Ordinance) of the Escondido Zoning Code, unless modified by this Project Planned Development. Separate sign permits will be required for Project signage. All non-conforming signs shall be removed. The Applicant shall submit with any sign permit graphic/list of all signs to be removed and retained, along with any new signage proposed.
5. **Noise.** All Project generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08).
6. **Lighting.** All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting Ordinance) of the Escondido Zoning Code.
7. **General Property Maintenance.** The property owner or management company shall maintain the property in good visual and functional condition. This shall include, but not be limited to, all exterior elements of the buildings such as paint, roof, paving, signs, lighting and landscaping. The Applicant shall paint and re-paint all building exteriors, accessory equipment, and utility boxes servicing the Project, as necessary to maintain clean, safe, and efficient appearances.
8. **Anti-Graffiti.** The Applicant shall remove all graffiti from buildings and wall surfaces within 48 hours of defacement, including all areas of the job site for when the Project is under construction.
9. **Anti-Litter.** The site and surrounding area shall be maintained free of litter, refuse, and debris. Cleaning shall include keeping all publicly used areas free of litter, trash, and garbage.

- 10. Roof, Wall, and Ground Level Equipment.** All mechanical equipment shall be screened and concealed from view in accordance with Section 33-1085 of the Escondido Zoning Code.
- 11. Trash Enclosures.** Appropriate trash enclosure(s) or other approved trash system shall be approved by the Planning and Engineering Services Division. The property owner or management company shall be responsible for ensuring that enclosures are easily assessable for garbage and recyclables collection; and that the area is managed in a clean, safe, and efficient manner. Trash enclosure covers shall be closed when not in use. Trash enclosures shall be regularly emptied. There shall be the prompt removal of visible signs of overflow of garbage, smells emanating from enclosure, graffiti, pests, and vermin.
- 12. Staging Construction Areas.** All staging areas shall be conducted on the subject property, subject to approval of the Engineering Department. Off-site staging areas, if any, shall be approved through the issuance of an off-site staging area permit/agreement.
- 13. Disturbance Coordinator.** The Applicant shall designate and provide a point-of-contact whose responsibilities shall include overseeing the implementation of Project, compliance with Permit terms and conditions, and responding to neighborhood concerns.
- 14. Construction Waste Reduction, Disposal, and Recycling.** Applicant shall recycle or salvage for reuse a minimum of 65% of the non-hazardous construction and demolition waste for residential projects or portions thereof in accordance with either Section 4.408.2, 4.408.3, or 4.408.4 of the California Green Building Standards Code; and/or for non-residential projects or portions thereof in accordance with either Section 5.408.1.1, 5.408.1.2, or 5.408.1.3 of the California Green Building Standards Code. In order to ensure compliance with the waste diversion goals for all residential and non-residential construction projects, the Applicant must submit appropriate documentation as described in Section 4.408.5 of the California Green Building Standards Code for residential projects or portions thereof, or Section 5.408.1.4 for non-residential projects or portions thereof, demonstrating compliance with the California Green Building Standards Code sections cited above.
- 15. Construction Equipment Emissions.** Applicant shall incorporate measures that reduce construction and operational emissions. Prior to the City's issuance of the demolition and grading permits for the Project, the Applicant shall demonstrate to the satisfaction of the Planning Division that its construction contractor will use a construction fleet wherein all 50-horsepower or greater diesel-powered equipment is powered with California Air Resources Board ("CARB") certified Tier 4 Interim engines or equipment outfitted with CARB-verified diesel particulate filters. An exemption from this requirement may be granted if (i) the Applicant provides documentation demonstrating that equipment with Tier 4 Interim engines are not reasonably available, and (ii) functionally equivalent diesel PM emission totals can be achieved for the Project from other combinations of construction equipment. Before an exemption may be granted, the Applicant's construction contractor shall demonstrate to the satisfaction of the Director of Community Development that (i) at least two construction fleet owners/operators in San Diego County were contacted and those owners/operators confirmed Tier 4 Interim equipment could not be located within San Diego County during the desired construction schedule, and (ii) the proposed replacement equipment has been evaluated using the California Emissions Estimator Model ("CalEEMod") or other industry standard emission estimation method, and documentation

provided to the Planning Division confirms that necessary Project-generated functional equivalencies in the diesel PM emissions level are achieved, consistent with the environmental review/Addendum.

C. Parking and Loading/Unloading.

1. As shown on the site plan, a minimum of six (6) on-site covered parking spaces shall be provided at all times. Parking shall be subject to the on-site parking requirements of Article 39 and this Planned Development, as identified in the Project details of request. Any garages or carports shall be maintained to provide parking for vehicles and storage (as may be designed) and other use of the garage or carport space shall not impede the use of the parking of vehicles.
2. No contractor or employee may store, or permit to be stored, a commercial or construction vehicle/truck; or personal vehicle, truck, or other personal property on public-right-of-way or other public property without permission of the City Engineer.
3. Prior to issuance of building permits, a parking management plan shall be submitted to the Planning Division for review and approval. Said plan shall address space assignment(s), additional spaces, (assignment and use) gate hours (if provided), general maintenance, signage and striping, delivery and other short-term parking allowances/requirements, guest parking (if provided), and any other issues which affect the use and maintenance of the parking areas/spaces, including access and staging of the trash bins for access by Escondido Disposal, to the satisfaction of the Director of Development Services.

D. Landscaping: The property owner or owners' association assumes all responsibility for maintaining all on-site landscaping; storm water facilities, any landscaping in the public right-of-way, and other common areas in a manner that satisfies the conditions contained herein.

1. Landscaped areas shall be maintained in a flourishing manner. Appropriate irrigation shall be provided for all landscape areas and be maintained in a fully operational condition.
2. All existing planting and planter areas, including areas within the public right-of-way, shall be repaired and landscaping brought into compliance with current standards. All dead plant material shall be removed and replaced by the property owner or management company.
3. If at the time of planning final inspection that it is determined that sufficient screening is not provided, the Applicant shall be required to provide additional landscaping improvements to the satisfaction of the Planning Division.
4. The landscaped areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan.
5. Failure to maintain landscaping and the site in general may result in the setting of a public hearing to revoke or modify the Permit approval.
6. **Landscaping Plans.** Applicant shall install all required improvements including screening walls, retaining walls, storm improvements, and landscaping in substantial conformance to the planting

and irrigation schedule as shown on the concept plans detailed in the Planning Commission staff report and associated Resolution exhibits.

- a. A final landscape and irrigation plan shall be submitted to the Engineering Services Division for review and approval (as determined by the Director of Development Services), 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 Division prior to issuance of grading permits, and shall be equivalent or superior to the conceptual landscape plans included as part of the Approved Plan set, to the satisfaction of the Planning Division. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Landscape Standards) of the Escondido Zoning Code, except where stricter requirements are imposed by the State of California.
- b. Screening walls, retaining walls, storm improvements, and landscaping (i.e., planting and irrigation) is to be provided prior to final occupancy, to the satisfaction of the Director of Development Services.
- c. The installation of the landscaping and irrigation shall be inspected by the Project landscape architect upon completion. The landscape architect shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The Applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.
- d. Any new freestanding walls and/or retaining walls shall incorporate decorative materials or finishes, and shall be indicated on the landscaping plans. (Building permits may also be required.) All freestanding walls visible from points beyond the Project site shall be treated with a protective sealant coating to facilitate graffiti removal. The sealant shall be a type satisfactory to the Director of Development Services.

E. Specific Planning Division Conditions:

1. No utilities shall be released for any purpose or Certificate of Occupancy issued until all requirements of the Planning and Building Divisions, Fire Department and Engineering Services Division have been completed.
2. Building plans, prepared by a licensed design professional, must be submitted for the Project and must comply with the building and fire codes in effect at the time of building plan submittal.
3. The plans submitted for building permit shall include notes or details containing the necessary work involved in complying with these Project conditions.

4. The screening of roof-mounted, ground-mounted, or wall-mounted mechanical equipment and devices is required in accordance with Section 33-1085 of the Escondido Zoning Code.
 5. The building, architecture, colors and materials, and conceptual landscaping shall be in substantial conformance with the Planned Development exhibits attached as Exhibit "B" and on-file with the Planning Division, except as modified by these conditions of approval. Minor modifications may be approved by the City Planner. Major modification will require a modification to the Planned Development in accordance with Article 19 and the Downtown Specific Plan. The final design and materials for the exterior windows and doors shall be approved by the Planning Division prior to the submittal of building plans for the Project.
 6. Permitted animals/pets shall be allowed in conformance with those identified in the Escondido Zoning Code for R-4/5 zoned properties (pursuant to Article 57), unless more restrictive standards are applied by the property owner.
 7. Balconies and patios shall be kept in a neat and orderly manner. Items stored on balconies/patios should be kept out of view or properly screened. Items shall not be hung over, across or on balconies or patios (such a towels, clothing, etc.).
 8. Any materials containing asbestos that will be disturbed during demolition activities must be managed in accordance with any applicable local, State and Federal regulations by a licensed abatement contractor under controlled conditions. Current federal and state regulations require any repair, renovation and/or demolition of such materials be conducted only by workers and/or contractors who have been properly trained in the correct handling of asbestos. All asbestos work should be accomplished under the direction of an Independent State Certified Asbestos Consultant with oversight performed by a State Certified Site Surveillance Technician. The materials must be disposed of at an approved facility licensed to handle such waste.
 9. The upper floor windows facing Grand Avenue shall be designed to ensure all rooms comply with the relevant interior noise standards of 45 CNEL for habitable areas. Appropriate means of air circulation and provision of fresh air also shall be incorporated into the final building plans to ensure that windows would be able to remain closed (if necessary). Conformance with the requirement shall be included on the building plans.
 10. The parking structure roof-top open space area shall incorporate seating and shade-type amenities for the residents. These facilities shall be of a heavy-duty all-weather type design and maintained in good condition throughout the life of the project. Compliance with this requirement shall be demonstrated on the final building plans to the satisfaction of the City Planner or designee.
 11. The Project shall participate in the Density Transfer Program as a "sending area" as described in the staff report(s). A deed restriction shall be recorded prior to building permit issuance, transferring eight units into the Transfer Density Credit Pool.
- F. General Building Division Conditions:** Building plans must be submitted for the Project. These comments are preliminary only. A comprehensive plan check will be completed prior to permit issuance and additional technical code requirements may be identified and changes to the originally submitted plans may be required.

1. The applicant shall submit a complete set of construction plans to the Development Services Department for building permit plan check processing. The submittal shall include any necessary structural calculations and State Energy compliance documentation (Title 24). Construction plans shall include a site plan, a foundation plan, floor and roof framing plans, floor plan(s), section details, exterior elevations, and materials specifications (as may be required based on the scope of work to be done). Submitted plans must show compliance with the latest adopted editions of the California Building Code (The International Building Code with California Amendments, the California Mechanical, Electrical and Plumbing Codes). Commercial and Multi-residential construction must also contain details and notes to show compliance with State disabled accessibility mandates. These comments are preliminary only. A comprehensive plan check will be completed prior to permit issuance, additional technical code requirements may be identified, and changes to the originally submitted plans may be required.

G. General Fire Division Conditions:

1. Fire underground line, fire sprinkler, and fire alarm plans shall be a deferred submittal to the Escondido Fire Department. FDC and hydrant placement shall be coordinated and approved by the Escondido Fire Department.

H. Engineering Services Division Conditions

GENERAL

1. The location of all existing on-site and adjacent utilities and storm drain facilities shall be determined by the Developer's engineer. If a conflict occurs with the proposed project or improvements, arrangements for relocation of the conflicting utilities/facilities shall be made with the owner of the utility/facility prior to approval of the Public Improvement Plans. This utility/facility relocation work shall be completed prior to issuance of Building Permits.
2. Improvement plans prepared by a Civil Engineer are required for all public street, utility, and storm drain improvements. These plans shall be submitted for review through the City's virtual plan review portal as a single package containing all items on the Engineering Initial Submittal Checklists.
3. The Developer shall post securities in accordance with the City prepared Bond and Fee Letter based on a final Engineer's Estimate of Improvements Cost prepared by the project engineer. The Developer is required to provide Performance (100% of total public improvement cost estimate), Labor and Material (50% of total public improvement cost estimate) and Guarantee and Warrantee (10% of total public improvement cost estimate) bonds for all public improvements prior to approval of the Improvement Plans and issuance of Building Permits. All improvements shall be completed prior to issuance of a Certificate of Occupancy.
4. As surety for the construction of required off-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 Improvement Plan, or Building Permit.
5. 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.

IMPROVEMENTS

1. The address of each lot/dwelling unit shall either be painted on the curb or, where curbs are not available, posted in such a manner that the address is visible from the street. In both cases, the address shall be placed in a manner and location approved by the City Engineer.
2. All gated entrances shall be designed and improved to the satisfaction of the City Engineer. No gates or structures shall be constructed with the alley ROW including the 2-foot-wide area to be dedicated as ROW.
3. The developer shall dedicate to the City of Escondido a 2-foot-wide strip across the project on the alleyway side as ROW. A dedication document shall be prepared by a land surveyor and recorded prior to issuance of any building permit.
4. Trash enclosures shall be constructed to comply with storm water quality management requirements to the satisfaction of the City Engineer.
5. The public alleys and streets shall be adequately illuminated from the project building structure to the satisfaction of the City Engineer and Building Official. This lighting shall be maintained by the property owner.
6. The Developer may be responsible for an overlay of the adjacent alleyway street due to the many utility trenches necessary to serve this project. The determination of the extent of the overlay shall be to the satisfaction of the City Engineer.
7. The Developer will be required to provide a detailed detour and traffic control plan, for all construction and staging activities, and any requested materials placement within existing rights-of-way to the satisfaction of the City Engineer. This plan shall 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.
8. 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.

WATER SUPPLY

1. The Developer is required at their sole expense to design and construct an 8-inch PVC water main in Maple Street. This water main shall connect to the existing 8-inch water main located at the intersection of Maple Street and the alley, and extend north on Maple Street. A fire hydrant, RPDA, and FDC together with an adequate water supply shall be installed on the required water main at a location approved by the Fire Marshall. Fire hydrants shall connect to a minimum 8-inch water main. Fire service lines shall connect to a minimum 8-inch 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 Utilities Engineer.
3. A reduced pressure detector check assembly is required for the project and shall be located just inside the property line. 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, 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 DCA shall be considered a private water system. The property owner shall be responsible for all maintenance of these water lines and appurtenances.
5. A 1-inch minimum water service, 1-inch water meter, and backflow prevention device shall be required for domestic water supply per City of Escondido Design Standards and Standard Drawings. Water meters and backflow prevention devices shall not be installed within a driveway apron or on private drive areas. Backflow prevention assemblies are private and should be located on private property. Backflows shall be located directly behind the public meter.
6. No trees or deep-rooted bushes shall be planted within 10-feet of any water mains.
7. There shall be no permanent structures located within the City's Public utility Easements.
8. Improvement plans for all proposed water mains and appurtenances shall be prepared by a Civil Engineer and submitted to the City of Escondido for review and approval.
9. All public water mains shall be located under asphalt or concrete pavement and not under curbs, gutters, medians or sidewalks.
10. Any water services to be replaced, reconnected or relocated as a part of this project shall be replaced in entirety from the public water main to the public water meter to the satisfaction of the Utilities Engineer and Water Distribution Department.
11. Any fire hydrants to be replaced, reconnected or relocated as a part of this project shall be replaced in entirety from the public water main to the fire hydrant per the satisfaction of the Utilities Engineer and Water Distribution.
12. The Developer shall disconnect at the public main, all water services and fire hydrants laterals to be abandoned, to the satisfaction of the Utilities Engineer and Water Distribution Department.

SEWER

1. 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.
2. 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.
3. Any sewer mains, laterals, and appurtenances shall be designed and constructed per current City of Escondido Design Standards and Standard Drawings, and to the satisfaction of the Utilities Engineer.
4. The project design shall be such that all existing or new sewer manholes are accessible at all times by City Vector trucks for maintenance.
5. The Developer shall cap and plug at the public sewer main all sewer lines and laterals to be abandoned, to the satisfaction of the Utilities Engineer and the City Inspector.
6. The location of all sewer laterals shall be shown on the grading and improvement plans.



STAFF REPORT

January 24, 2024

File Number 0600-10; A- 3492

SUBJECT

CONSULTING SERVICES AGREEMENT AWARD FOR RFP 24-11 ESCONDIDO LIBRARY CRITICAL INFRASTRUCTURE AND MODERNIZATION PROJECT

DEPARTMENT

Public Works

RECOMMENDATION

Request the City Council adopt Resolution No. 2024-06, authorizing the Mayor to execute, on behalf of the City, a Consulting Services Agreement (“Agreement”) with IDS Group, in an amount not to exceed \$747,000 for design services for the Escondido Library Critical Infrastructure and Modernization Project (“Project”).

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

Presenter: Laura McLin, Project Manager

FISCAL ANALYSIS

There will be no impact to the General Fund as the cost of this Agreement will be paid out of the California State Library Building Forward Library Infrastructure Program Grant.

PREVIOUS ACTION

On March 2, 2022, Council approved staff’s application for the California State Library Building Forward Library Infrastructure Program Grant.

On September 12, 2022, the City was notified that our application was successful. The City was awarded the full \$10 million and the request for a full 100% reduction in the required cash match amount was approved.

On July 19, 2023, Council approved Resolution No. 2023-86 authorizing the Mayor to execute a Consulting Services Agreement with Griffin Structures in the amount of \$798,000 for project and construction management services for the duration of the Escondido Public Library Critical Infrastructure and Modernization Project (“Project”).



CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

The Budget Act of 2021 (SB-129) allocated \$439 million in one-time funds to the California State Library to address the life-safety and critical maintenance needs of public library facilities throughout California. The 472 Item 14. Competitive Building Forward Library Infrastructure Improvement Program grant prioritizes funding for local library facilities located in high-poverty areas of the state. The City applied for and was awarded the maximum grant amount per library facility of \$10,000,000. Additionally, the City’s request for a full 100% reduction in the required cash match amount was also approved.

The Escondido Public Library (“Library”) resides in a 40,000-square-foot building constructed in 1980 and is the sole library location serving a population of over 150,000 people. As with many aging City facilities, there has not been sufficient funding available to properly maintain the Library. There are currently three known roof leaks and the windows seep during storms with high winds. Without addressing the roof and window issues, there will likely be a major issue impacting Library operations in the next 3-5 years.

The Project seeks to upgrade essential infrastructure components, encompassing lighting, roofing, windows, and HVAC systems within the Library, optimizing them within the constraints of the allocated budget. Fluorescent and incandescent lighting will be reviewed and potentially upgraded with energy-efficient LED. The original roof, which has exceeded its projected lifespan and has been repaired multiple times over the years but continues to leak, will be studied and replaced where necessary to fix water-damaged areas throughout the facility. The Library has seven rooftop HVAC systems which are approximately 15 years old and are approaching the end of their useful life. The Library is a designated cool zone for residents during extreme heat waves. Due to the age of the HVAC units, we are experiencing major HVAC failures that have affected operations. These replacement efforts will extend the life of the building for the foreseeable future. Additionally, the anticipated work will seek to correct any non-compliance issues as it relates to the Americans with Disabilities Act (ADA). Should there be surplus funding beyond the expenses earmarked for crucial infrastructure enhancements, the project will extend its focus to modernizing the first-floor layout. This includes aligning the space with current community needs, fostering functionality, and incorporating aesthetic improvements for an enhanced overall environment.

On January 23, 2023, an RFQ was released to address staff bandwidth issues around project management of the numerous capital improvement projects underway and the tight timelines of the associated funding sources. A list comprised of nine qualified firms was generated for the selection committee’s review of which four were asked to submit formal proposals. A Consulting Services Agreement was executed with Griffin Structures and the initial phase of the Project commenced including a Facility Condition Assessment of the Library building and document drafting for design services.

On October 18, 2023, the City solicited an RFP for architectural and engineering services for the Project. The City received responses from eight firms of which four were invited to formally present their proposal to an interview panel comprised of representatives from Public Works, Engineering, the Escondido Library,



CITY *of* ESCONDIDO

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and Griffin Structures (as a non-voting contributor). It was determined that IDS Group ranked highest based on rating categories including project understanding, collaborative expertise, process, and five predetermined questions surrounding budget, aesthetic enhancements, potential challenges, and accessibility standards.

RESOLUTIONS

- A. Resolution No. 2024-06
- B. Resolution No. 2024-06 – Exhibit “A” Consulting Services Agreement

RESOLUTION NO. 2024-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A CONSULTING SERVICES AGREEMENT WITH IDS GROUP FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE ESCONDIDO PUBLIC LIBRARY CRITICAL INFRASTRUCTURE & MODERNIZATION PROJECT

WHEREAS, the Budget Act of 2021 (SB-129) allocated \$429 million in one-time funds to the California State Library to address life-safety and critical maintenance needs of public library facilities throughout California as part of the Building Forward Library Infrastructure Improvement Program; and

WHEREAS, the City was awarded \$10 million to fund the Escondido Public Library Critical Infrastructure & Modernization Project (“Project”) which will replace critical infrastructure including lighting, roofing, windows, HVAC systems, asbestos remediation, and upgrade existing first-floor restrooms to Title 24 accessibility standards; and

WHEREAS, on January 23, 2023, a Request for Qualifications (“RFQ”) was released soliciting construction and project management services for the duration of the Project; and

WHEREAS, on July 19, 2023, Council approved Resolution No. 2023-86 authorizing the Mayor to execute a Consulting Services Agreement with Griffin Structures in the amount of \$798,000 for project and construction management services for the Project; and

WHEREAS, On October 18, 2023, the City solicited a Request for Proposal (“RFP”) for architectural and engineering services for the Project; and

WHEREAS, IDS Group was determined, through a competitive procurement process, to be the most responsive and responsible firm providing the best value to the City; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to authorize a Consulting Services Agreement with IDS Group in the amount of \$747,000.

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 determines the proposal submitted by IDS Group to be the most responsive proposal which conformed to the City's specifications and requirements.
3. That the City Council authorizes the Mayor to execute, on behalf of the City, a Consulting Services Agreement with IDS Groups in substantially similar form to that which is attached and incorporated to the Resolution as Exhibit "A", and subject to final approval as to from by the City Attorney.



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: Laura McLin
760-271-3780
("CITY")

And: IDS GROUP, INC.
a California corporation
1 Peters Canyon Road, Suite 130
Irvine, CA 92606
Attn: Said Hilmy
949-387-8500
("CONSULTANT").

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

WHEREAS, the CITY has determined that it is in the CITY’s best interest to retain the professional services of a consultant to provide architectural and engineering services related to the Escondido Public Library Critical Infrastructure & Modernization Project (“Project”);

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

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

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

1. Description of Services. CONSULTANT shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment “A” and incorporated herein by this reference (“Services”).
2. Compensation. In exchange for CONSULTANT’s completion of the Services, the CITY shall pay,

and CONSULTANT shall accept in full, an amount not to exceed the sum of **\$747,000**. CONSULTANT shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent. If this Agreement is amended at any time, additional compensation of CONSULTANT 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. 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.

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

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

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

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

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

- a. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONSULTANT's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY, and only to the extent such Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. Further, in no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT's proportionate percentage of fault.
- b. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San

Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.

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

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

19. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONSULTANT shall promptly provide the other Party with notice of any changes to such contact information.
20. Business License. CONSULTANT shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
21. Compliance with Laws, Permits, and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONSULTANT shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONSULTANT agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/oprl/dprevwagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
23. Department of Industrial Relations Compliance. This public project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONSULTANT shall post all job site notices required by regulation. CONSULTANT, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any public works contract subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
24. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONSULTANT represents and warrants that all of its employees and the employees of any subcontractor retained by CONSULTANT who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONSULTANT affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONSULTANT agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.
25. The Parties acknowledge that Infrastructure Grant ("Grant") funds awarded and administered by the California State Library System ("Awarding Agency") will be used to fund all or a portion of this Agreement. The CONSULTANT 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 CONSULTANT agrees as follows:

- a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT 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 CONSULTANT 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 CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, 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 CONSULTANT 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 CONSULTANT's legal duty to furnish information.
- d. The CONSULTANT 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 CONSULTANT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The CONSULTANT 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONSULTANT 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.

- i. 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 CONSULTANT shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- j. 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.
- k. Additionally, contractors are required to pay wages not less than once a week.

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

- i. Contractor. The CONSULTANT 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.
- m. Subcontracts. The CONSULTANT 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.
- n. 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. CONSULTANT 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. CONSULTANT 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 Awarding Agency, and the appropriate Environmental Protection Agency Regional Office. CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the Awarding Agency.

30. Federal Water Pollution Control Act. CONSULTANT 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. CONSULTANT 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 Awarding Agency, and the appropriate Environmental Protection Agency Regional Office. CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the Awarding Agency.

31. Debarment and Suspension.

- o. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, CONSULTANT is required to verify that none of CONSULTANT'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).
- p. CONSULTANT 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 CONSULTANT enters into.
- q. This certification is a material representation of fact relied upon by the CITY. If it is later determined that CONSULTANT 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.
- r. 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).

- s. Prior to entering into this Agreement, CONSULTANT 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 Awarding Agency.

- t. Required Certification. At the time CONSULTANT executes this Agreement, CONSULTANT 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 "C" and incorporated herein by this reference.

33. Procurement of Recovered Materials. In the performance of this Agreement, CONSULTANT 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>. CONSULTANT 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) CONSULTANT agrees to provide the CITY, the 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 CONSULTANT that are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. CONSULTANT agrees to provide the 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 CONSULTANT acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the Awarding Agency Administrator or the Comptroller General of the United States.
35. Awarding Agency Seal, Logo, and Flags. CONSULTANT shall not use the Awarding Agency seal(s), logos, crests, or reproductions of flags or likenesses of Awarding Agency officials without specific 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, CONSULTANT, or any other party pertaining to any matter resulting from this Agreement.
37. Program Fraud and False or Fraudulent Statements or Related Acts. CONSULTANT acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to CONSULTANT's actions pertaining to this Agreement.
38. 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.

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

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

CITY OF ESCONDIDO

Date: _____

Dane White, Mayor

IDS GROUP, INC.

Date: _____

Signature

Name & Title (please print)

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

BY: _____

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

ATTACHMENT "A"

Scope of Work

A. General

IDS Group, Inc., a California corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with consulting services related to the City's Escondido Public Library Critical Infrastructure & Modernization Project ("Project").

B. Location

Consultant to provide services located at the City's Escondido Public Library, 239 S. Kalmia Street, Escondido, CA 92025 ("Project Site") and at Escondido City Hall located at 201 N. Broadway, Escondido, CA 92025.

C. Services

Consultant shall provide services in accordance with Consultant's proposal, which is attached to this Scope of Work as **Exhibit 1** and incorporated herein 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.

Consultant shall provide design-bid-build architectural services to successfully complete the Project. Consultant shall provide complete architectural and related engineering documents necessary for construction, including drawings, details, and specifications as well as construction administration support thru delivery. These plans shall take into account the expected uses, existing/modified fixtures and utilities, site considerations, visual appeal, environmental sustainability, and impacts of construction. Consultant shall prepare, submit, and secure all permits and regulatory approvals.

The scope of services anticipated for this Project may include, but are not limited to:

1. Design Management and Coordination

Provide all the services to manage the Project through completion. The work shall include, but not be limited to the following tasks:

- a. Provision of all design management and quality control services throughout the duration of the Project, including coordination with the City's Construction Manager and outside agencies/utility departments. The Consultant shall deliver a high-quality product within budget and on schedule.
- b. Coordinate, attend, and prepare design meeting minutes for the Project kick-off meeting and bi-weekly meetings with City staff and related consultants.
- c. Coordinate meetings with the City to discuss the Project, present design options, review alternatives, etc.
- d. Coordinate, and attend other meetings as necessary to facilitate the completion of the scope of work.
- e. Provide monthly design progress schedule updates in conjunction with submittals of invoices.
- f. Make up to five presentations to the City Council, Library Board, and/or the public, as required, and at regularly scheduled design meetings, as directed by the City.

Deliverables:

- Project Schedule and Updates
- Monthly invoices shall include a Progress Summary Report indicating the tasks completed for the month and the tasks anticipated to be completed in the next billing cycle.
- Meeting agendas and minutes for all design and coordination meetings
- PowerPoint presentations and other exhibits for meetings

2. Design & Engineering Services

In performance of the required design services, the Consultant shall have City is experience in consensus driven Conceptual Design, Schematic Design, Design Development, preparation of Construction Documents and Specifications, Construction Administration, and Commissioning. Project design and engineering services shall include:

- a. Hazardous material report of the existing 56,544 SF Library facility.
- b. Topographic and civil survey of the site in support of any needed path of travel scope which may be required as a result of the renovation.
- c. Produce drawings and include contents therein based on AIA standards for Conceptual Design, Schematic Design, Design Development, and Construction Documents.
- d. The work shall be performed in accordance with all of the latest applicable codes, standards, and regulations.
- e. Development of Complete Specifications (including Division 01, and project specific modifications to the City General Provisions and Special Provisions)
 - i. Architectural Design
 - ii. Civil Engineering and Landscape Design as applicable
 - iii. Structural Engineering (including structural analysis of existing facility)
 - iv. Mechanical Engineering
 - v. Plumbing Engineering
 - vi. Electrical Engineering
 - vii. Low Voltage (Structured Cabling Systems)
 - viii. Audio Visual Design
 - ix. Lighting Design
 - x. Signage & Graphics Design
 - xi. Codes and Accessibility Compliance
 - xii. Waterproofing as applicable
 - xiii. Security Systems (basis of design for design build delivery) as applicable
 - xiv. Fire Alarm Systems (basis of design for design build delivery) as applicable
 - xv. Building Management Systems (BMS) (basis of design for design build delivery) as applicable
 - xvi. Utility coordination and inclusion in documents as applicable
 - xvii. Interior Design
 - xviii. Furniture, Fixtures and Equipment Design and Procurement Management
 - xix. Coordination with City Facilities Management personnel and assigned Construction Manager
 - xx. Construction Administration (assume 1 OAC meeting on-site per week for 12 months of construction)
 - xxi. Title 24/ CalGREEN Commissioning
- f. Conceptual, schematic, and design development packages with respective cost

- estimates at each stage, as well as a 50%, 80%, and 100% construction document submittal packages for review. An additional cost estimate shall be incorporated only at the 80% construction document stage.
- g. Prepare final bid documents incorporating all comments from previous reviews. Final plans shall be plotted electronically to PDF in full size and shall be signed by the architect and engineer of record, licensed in the State of California.
 - h. The plans shall be produced using the most current version of AutoCAD and/or Revit.
 - i. Specifications shall be written in Greenbook format. The City will provide templates for general provisions. The Consultant will be responsible for producing all special provisions with bid items descriptions and technical specifications in the appropriate format.
 - j. The schedule of items shall address the full scope of work, and shall indicate accurate quantities in support of the Architect's Estimate.
 - k. The Consultant shall submit plans to the City and revisions as needed for permitting.
 - l. Plans shall be completed and ready for building permit, to be pulled by the construction contractor.

Deliverables:

- a. PS&E submittals in electronic format (PDF, AutoCAD, Word and Excel) for the following:
 - i. Conceptual Design package and cost estimate
 - ii. Schematic Design package and cost estimate
 - 1. This should additionally include item such as engineering, slop, drainage, historic preservation, and/or soils.
 - iii. Design Development design package and cost estimate
 - iv. Construction Document design package (with specifications) at 50%, 80% and 100%. The 80% CD package shall include a cost estimate.
- b. 3D renderings should accompany the above design packages to visually illustrate design concepts, site plans and interiors.
- c. A letter report summarizing review comments and the resolution of the review comments
- d. Final bid documents in electronic and PDF format
- e. Final Permit Set of Construction Drawings

3. Public Outreach

In the conceptual or schematic phase, the Consultant will deliver outreach support services aimed at informing the public about the Project and actively seeking their input through a listening event. Additionally, the Consultant will offer an online survey as an extra avenue for community feedback collection. Consultant shall review and summarize all outreach services into a consolidated report with key findings for City review and use.

4. Contractor Bidding

Upon conclusion of the Construction Documentation Phase, the Project Architect shall provide reproducible construction documents. The Project Architect and/or its subconsultants shall provide services including, but not limited to, the following:

1. Issue Construction Documents and Specifications to the City
2. Attend an internal bid process planning meeting with the City and stakeholders
3. Attend pre-bid conference and job walk with potential bidders
4. Review and respond to all Bid RFI's and Substitution Requests
5. Produce and provide all necessary Addenda including but not limited to narratives, RFI responses, changes, details, new sheets, and specifications. The Information provided shall be clouded and delta stamped
6. Assist in reviewing prime contractor bids for correctness and completeness
7. Participate in the pre-construction meeting(s)
8. Assist City and Construction Manager in the evaluation of contractor bids

5. Furniture Design and Procurement Services

In the furniture design and management phase of the Project, the Project A&E shall provide the following services necessary to design, negotiate and secure competitive pricing and services required for the Project.

The City desires all furniture selections be made from CMAS, US Communities, or other GSA approved pre-negotiated furniture listing, to the extent possible.

1. Needs Assessment
 - a. Meet with key representatives of the Project to define goals for obtaining furniture for the Project, including image, function budget and schedule
 - b. Prepare an initial overall Project furniture budget and schedule for review and approval by the City
 - c. Review the work processes for all staff to assist the Architect in designing typical workstation layouts that meet the functional needs of the City
 - d. Perform an inventory of all existing FF&E and make recommendations for re-use in the renovated space.
2. Design and Documentation Preparation
 - a. Present private office and workstation images and ancillary furniture of the products for City review
 - b. Develop descriptive criteria for the furniture design intent
 - c. Develop furniture setting plans for the entire Project
 - d. Assist in determining the criteria for Furniture Dealer selection, including initial and ongoing services, availability of products, installation capabilities, percentage off from list prices, etc.
 - e. Finalize with the City and the dealer the final configuration and specifications of these products
 - f. Select final finishes including fabrics, woods and paints to coordinate with approved color scheme. Dealer is to provide a color board for review and approval by the City
 - g. Review dealer generated detailed furniture installation plans and sheet specifications for design intent. Coordinate power/data entry locations. Product numbers are to be verified with the dealer
 - h. Undertake a comparison analysis of the furniture final costs with the established budget

- i. The Dealer will be responsible for providing detailed specifications
3. Procurement Process
 - a. Develop a comprehensive FF&E budget for all materials proposed.
 - b. Oversee the price negotiation, manufacture, and delivery schedule for all FF&E.
 - c. Prepare and provide adequate information for the issuance of Purchase Orders by the City.
 - d. Review dealer provided Project schedule in coordination with the Master Project Schedule and the General Contractor's construction schedule
 - e. Coordinate with the City and Contractor and FF&E distributor for final delivery and installation dates.
 - f. Coordinate any power and/or low voltage requirements between Contractor and FF&E installations.

Upon completion of installation, the Project Architect shall attend a job walk to confirm completeness of installed FF&E items with the dealer. Dealer shall develop a corrective work list of missing items or corrective measures required.

6. Construction Administration

- a. Attend weekly OAC meetings, as directed by the City to respond to questions concerning the plans, specifications and estimates.
- b. Review and provide input on the construction schedule, as needed.
- c. A&E shall be available for on-site visits, as necessary, in response to questions arising from the progress of the work.
- d. The consultant shall review all material submittals and shop drawings as required by the Special Provisions and Technical Specifications.
- e. Respond to Request for Information (RFIs) from the contractor and prepare modifications or revisions as required. This will include utilizing a document management software that will be provided by the Project management team.
- f. The City shall not be billed for, nor shall it pay for responding to Request for Information (RFIs) or any revisions to the plans and specifications that are required due to errors or omissions in the original contract documents.
- g. The consultant shall assist the City in the preparation of contract change orders, including time impact and independent cost analysis, as necessary.
- h. The consultant shall participate in the final walk through of the constructed Project and assist in the preparation of "punch list" items in need of work.
- i. The consultant shall prepare record drawings following construction from mark ups by the contractor and the resident engineer. Submittal of record drawings shall be full-sized PDFs.

Deliverables:

- Responses to RFIs, material submittals, and shop drawings from the contractor
- Plan revisions, as required
- Responses to the review of proposed contract change orders
- Plan revisions, as required, and as-builts

D. Scheduling

Consultant to schedule specific dates of work in advance by contacting Laura McLin at 760-271-3780 or lmcclin@escondido.org. Further instructions will be provided upon scheduling.

E. Contract Price and Payment Terms

The contract price shall not exceed **\$747,000**. Contractor shall not execute deductive alternate line item 13, Haz-Mat Survey, at a cost of \$6,000 per Exhibit 1 without prior written consent from the City. The contract price includes all labor, materials, equipment, and transportation required to perform the work. Consultant shall submit monthly invoices to the City, and the City shall pay Consultant for invoiced services within 30 days of receipt of an invoice.

F. Term

The term of this Agreement shall be from the Effective Date of the Agreement through filing of the Notice of Completion for the Project as authorized by the City Council.

G. Other

Consultant understands and acknowledges that California Building Forward Grant funds will be used in whole to pay for services under this Agreement. Accordingly, Consultant agrees to comply with all City requests relating to the Award Agreement entered into by the City and the California State Library (Agreement No. BF-1-21-019), which is attached hereto as **Exhibit 2** and incorporated herein by this reference. Furthermore, Consultant shall comply with all applicable requirements stated in Exhibit 2, including but not limited to the following:

1. **Audit and Records Access:** At the City's direction, Consultant shall allow the State Library, the Department of General Services, the State Auditor, or their designated representatives the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. Consultant agrees to maintain such records for possible audit for a minimum of five years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Consultant agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Consultant agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.
2. **Non-Discrimination Clause:** During the term of this Agreement, Consultant (including any subconsultants and subcontractors) shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Consultant shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment. Additionally, Consultant, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations

or standards adopted by the State Library to implement such article. Consultant shall Resolution No. 2023-86 Exhibit "A" Page 14 of 16 490 Item 14. Consulting Agreement (v2) - 15 - CAO:2/16/2023 permit access by representatives of the Department of Civil Rights and the State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the State Library shall require ascertaining compliance with this clause. Consultant, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Consultant shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work for the Project.

3. Insurance Requirements: Consultant shall comply with the insurance requirements as described in Exhibit B (ADDITIONAL TERMS AND CONDITIONS) of Exhibit 2.

ATTACHMENT "B" Personnel List

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

1. John Silber, Principal Architect, john.silber@idsgi.com, IDS Group, Inc.;
2. Said Hilmy, Principal-In-Charge, said.hilmy@idsgi.com, IDS Group, Inc.;
3. Shelley Sivak, Project manager, shelley.silval@idsgi@com, IDS Group, Inc.;
4. Eduardo Fabros, Project Designer, eduardo.fabros@idsgi.com, IDS Group, Inc.;
5. Adrian Anderson, Lead Civil Engineer, adrain.anderson@idsgi.com, IDS Group, Inc.;
6. Song Brander, Architect, aong.brander@idsgi.com, IDS Group, Inc.;
7. Daniel Park, Project Designer, daniel.park@idsgi.com, IDS Group, Inc.;
8. Darren Smith, Lead Mechanical Engineer, dareen.smith@idsgi.com, IDS Group, Inc.;
9. Matthew Miller, Architect, matthew.miller@idsgi.com, IDS Group, Inc.;
10. Dion Vasquez, Job Captain, dion.vasquez@idsgi.com, IDS Group, Inc.;
11. Steven Collins, Lead Electrical Engineer, steven.collins@idsgi.com, IDS Group, Inc.;
12. Juan Acuna, Job Captain, juan.acuna@idsgi.com, IDS Group, Inc.;
13. Bradley Mansfield, QA/QC & Community Engagement Lead, bradely.mansfield@idsgi.com, IDS Group, Inc.; and
14. Victor Mercado, Lead Structural Engineer, victor.mercado@idsgi.com, IDS Group, Inc.

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: _____

IDS Group Inc.

ATTACHMENT "C"

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.

IDS Group, Inc., a California corporation ("Consultant"), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant 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 Consultant's Authorized Official

Name and Title of Consultant's Authorized Official

Date



Design Services for Escondido Library Critical Infrastructure & Modernization Project

RFP NO. 24-11

Revised:
December 29, 2023

Submitted by:  **IDS GROUP**

1 Peters Canyon Road, Suite 130, Irvine, CA 92606
T: 949.387.8500 ▲ F: 949.387.0800 ▲ www.idsgi.com

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ANSWER: City will provide FCA document to consultant following selection/award.

31. According to the Library Background description on the second page of the RFP the primary goal of the project is to address and upgrade failing critical building systems. Where does the Furniture Design and Procurement Services fit into the scope of work?

ANSWER: Following upgrades to critical infrastructure components, FF&E may be part of the aesthetic upgrades.

32. In our submittals, we typically include covers and tab dividers for each section. Can you please confirm these pages will **not** be included in the 50-page limit per the RFP?

ANSWER: These will not be included in the page limit.

Revisions by:

Laura McLin
Laura McLin, Management Analyst II
Public Works, Building Maintenance

November 6, 2023
Date

The undersigned acknowledges receipt of Addendum No. 1 and has included same in the proposal. Contractor shall sign this and all other addendums, and this and all other addendums shall be physically attached to the bid package submitted prior to the time of the bid opening. Failure to do so may result in the bid being deemed unresponsive.

RECEIPT ACKNOWLEDGED:

David H. [Signature]
Signature

November 15, 2023
Date

A. Cover Letter

November 15, 2023

Ms. Laura McLin
Management Analyst II
City of Escondido - Public Works
201 N. Broadway
Escondido, CA 92025

Sent via email: lmclin@escondido.org

SUBJECT: Design Services for Escondido Library - Critical Infrastructure & Modernization Project
RFP No: 24-11

Dear Ms. McLin and Members of the Review Committee:

The City of Escondido has an amazing opportunity to revitalize its beloved library into a culturally diverse lifelong learning environment. Libraries today need not just focus on extending useful life but, more importantly, how libraries are a lifeline to the community from a social, learning, and inclusive perspective. While working with local public agencies to enhance their existing library facilities, IDS Group (IDS) has taken the opportunity to reset client stakeholders expectation and help them to reposition libraries to their modern role, redefining aesthetics relative to the enjoyment or study of beauty. Beyond essential enhancements, libraries need transformational change that speaks to the communities they purposefully serve.

IDS will implement as many of the Escondido Public Library Strategic Plan 2022 facility goals with an initial focus on the first-floor facility objectives. Priority setting is necessary for this project and it will be in close collaboration with the City staff -- especially the librarians -- and the Construction Manager. The community engagement process will play a key role in making critical decisions early on in the development of the project design.

IDS approaches every project with the goal of implementing an integrated and efficient design while considering initial installation and maintenance costs over the project's lifespan. Utilizing an integrated business model, the IDS team will include staff who bring best practices in library design identified in this RFP. Our staff has the technical capabilities in the areas of site assessments, alterations, and modifications, accessibility studies, ADA compliance studies and design, fire and life safety, code review, space planning, remodeling, repair of damaged and deteriorated structures, and expansions and additions to existing library facilities.

IDS' value and commitment to the City of Escondido

- **Team Leadership:** IDS' Principal Architect, Mr. John Silber, AIA, has over 30 years of experience and is a dedicated proponent of innovative design, expansion, maintenance, and re-purposing of library environments. Leading the IDS project team and subconsultant partners will be Ms. Shelley, Sivak, RA, LEED AP.



Ms. Laura McLin
November 15, 2023

Page 2

Over the last four years, Ms. Sivak has project managed five of IDS' library projects. She is an attentive and proactive Architect who will help the City prioritize the necessary critical building systems and aesthetic enhancements within the grant funded program. Ms. Sivak will guide the project team through the design phases and share progress with the City and community stakeholders for input to redefine the Escondido Library identity.

- **Multi-discipline Firm:** IDS is an architectural-engineering firm that is positioned to meet the City's needs where efficiencies come from local team members A/E under one roof.
- **In-house Cost Estimating:** IDS' cost estimating information gets updated on a regular basis from in-process construction monitoring and is more current than RS Means' and Whitestone Research models.
- **Sustainability Design:** IDS is dedicated to sustainability and energy saving practices and incorporates them into our designs, studies, and recommendations.
- **Repeat Clientele:** Since our inception IDS Group has completed numerous architectural and engineering projects; a testament to the quality of our customer service is that approximately 80% of our clientele is repeat business. We have a proven record of working on an array of rehabilitation and renovation projects across Southern California.

IDS takes no exceptions to the terms and requirements of the RFP including the terms mentioned in Exhibit A. IDS has the ability to obtain insurance as described in Exhibit A.

IDS appreciates the opportunity to submit these qualifications and for the City of Escondido to review our library expertise. If you should you have any questions please call Mr. John Silber, AIA, project point-of-contact. He can be reached at (949) 387-8500 ext. 154 or john.silber@idsgi.com. Mr. Said Hilmy, PhD, SE, LEED AP, Principal of IDS Group, hereby acknowledges that he will be the contract administrator for the City and will negotiate and contractually bind the firm regarding matters pertaining to this Proposal. If you require further information, please contact him directly at 949.387.8500 ext. 116 or said.hilmy@idsgi.com.

Sincerely,

IDS Group

Handwritten signature of John Silber in blue ink.

John Silber, AIA
Principal Architect

Handwritten signature of Said Hilmy in blue ink.

Said Hilmy, Ph.D., SE, LEED AP
Principal-in-Charge / Contract Administrator

Cc: Shelley Sivak, RA, LEED AP - IDS Project Manager

B. Contact Information & Experience



Community Design for Over 60 Years

Multidiscipline Architecture-Engineering Consulting Firm

IDS is a multi-disciplinary architecture-engineering (A/E) consulting firm designing context-sensitive parks and recreation improvements and facility solutions that maximize value, efficiency, and resiliency.

With a staff of 85 located in offices throughout Southern California, IDS provides integrated design services through our in-house specialized divisions including architecture, landscape architecture civil, structural, mechanical, plumbing, and electrical engineering, and cost estimation services. Our full-array of technical disciplines provides a seamless team as well as innovative solutions stemming from multi-disciplinary A/E collaboration to achieve project goals and objectives.

Business Information	
Company Ownership	IDS is a California Corporation
Office Locations	<p>IDS Group, Inc.</p> <p>Corporate Office 1 Peters Canyon Road, Suite 130 Irvine, California 92606 T: 949.387.8500</p> <p>San Diego Office 336 Encinitas Boulevard, Suite 110 Encinitas, CA 92024 T: 619.768.6784</p>
Number of Employees	85
Business License	City of Irvine Business License #: 501775

C. Qualifications

IDS Group, Inc. (IDS) is a multidisciplinary architectural and engineering consulting firm with roots spanning over 60 years. With a staff of approximately 85 professionals, our integrated design team provides added value through our specialized divisions – architecture and structural, civil, mechanical, plumbing, and electrical engineering, as well as cost estimating services, maximizing service efficiency. IDS is committed to project excellence, providing turnkey design solutions to the building and infrastructure industries.

IDS incorporates sustainable, energy-efficient, and environmentally conscious designs as a significant component of each project. We are recognized for our use of water-efficient plant materials, recycled materials, and water-efficient irrigation systems. IDS is a member of the Green Building Council, on design teams for LEED-certified building projects, and employs numerous full-time LEED Accredited Professionals.

IDS is headquartered in Irvine, CA with offices in Los Angeles and San Diego, ensuring local knowledge and providing our clients with quick response time. As a multi-disciplinary engineering and architectural firm, IDS has the practical knowledge, insight, and resources to offer comprehensive services and specialized solutions to our clients.

In-House Engineering and Architectural Services

“IDS” stands for Integrated Design Services, as our service delivery model. We bring a broad architectural and engineering understanding, inherent curiosity, and sound technical expertise, and then apply these skills to each project’s unique set of circumstances.

IDS’ In-House Technical Capabilities

Architecture

IDS’ architectural division provides design, planning, programming, project management, and renovation services to public and private clients throughout California. Our architectural services involve building assessments, alterations, and modifications, accessibility studies, ADA compliance studies and design, ZNE, LEED, fire and life safety assessment and design, code review, space planning, remodeling, repair of damaged and deteriorated structures, and expansions and additions to existing facilities.

Our architectural services involve building assessments, alterations, and modifications, accessibility studies, ADA compliance studies and design, fire and life safety assessment and design, code review, space planning, remodeling, repair of damaged and deteriorated structures, and expansions and additions to existing facilities. Project experience of IDS staff encompasses new construction, renovation, re-adaptation, and tenant improvements to a variety of building types.

IDS GROUP, INC.

60

Years

PROVIDING INTEGRATED DESIGN SERVICES

WHY IDS

Large enough to
deliver...

Our staff includes over 70 professionals

We have the capacity to deliver on small,
large, complex, essential
and 24/7 facilities

Value-Added Services....

Our practice delivers added value
by providing access to multiple in-house
disciplines through a single point of contact

In-house experienced
Healthcare A/E

Unparalleled Technical Experience....

Numerous public works design and
improvement projects

Wide array of in-house design services from
civil, structural, architecture, mechanical,
plumbing, electrical and
cost estimating

Landscape Architecture

IDS has an award-winning and dedicated team that specializes in building healthy places for communities through the practices of landscape architecture, community engagement and ecological restoration. The team focuses on the relationship between land and people because where we believe that a community is are only as healthy as our surroundings. Most of the team's work lies in municipalities, counties and other California agencies working closely with clients and stakeholder groups to design and build healthy communities and improve quality of life. The projects the IDS team designs:

- Draw from and respect the natural and cultural environment.
- Interpret the histories of the land and people through materials and sometimes art and improve the natural ecological systems.
- Specialized expertise includes historic preservation, adaptive re-use, cultural landscapes, cultural and natural history interpretation, ecological restoration, sustainable design, drought tolerant planting, low water irrigation systems, and context-integrated design.

Civil Engineering: IDS has an in-house team specialized civil engineering design, planning and entitlement, surveying and mapping, construction survey, LEED, sustainable design, construction administration, and traffic engineering services to public agencies, owners, and developers of retail, commercial, office, industrial, institutional, and residential projects throughout the United States.

Mechanical and Plumbing Engineering:

The mechanical engineering division of IDS is comprised of experienced professional engineers (30+ years) and designers who are experts in the fields of heating, ventilating, air conditioning (HVAC), plumbing, piping, and fire protection. Our services included the renovation and replacement of air conditioning and mechanical/electrical systems for existing buildings.

We provide site investigations, calculations, and analysis to determine the most appropriate and cost-effective replacement systems. We have expertise in applying all applicable codes and guidelines, and routinely participates in code committees. Our project managers have completed feasibility studies, economic analysis, conceptual and detailed designs for the heating, ventilating, air conditioning (HVAC), plumbing and piping systems.

Electrical Engineering: The electrical engineering division of IDS (formerly DGM & Associates) was established in 1992. With extensive experience in the preparation of engineering studies and analyses, plan review, drawings, and specifications for new construction projects adhering to electrical code compliance, conducting electrical power consumption studies and field investigations, and providing construction cost estimates, concept studies and reports, and post-construction support for electrical engineering projects.

Solutions

through

integrated design



Structural Engineering: Our structural engineering division is a recognized leader in the design, assessment, review, and retrofit of buildings. The team is at the forefront of new building designs utilizing steel, concrete, and masonry. Services also include the assessment and retrofit of different building types and sizes, the evaluation and repair of distressed structures, peer and plan review, constructability review, and forensic engineering. Our team has been honored by the Structural Engineers Association of Southern California (SEAOSC) with over twenty (20) “Excellence in Structural Engineering” awards for innovative and outstanding design.

Cost Estimating: Our in-house cost estimator is experienced in supporting both new construction and complex renovation projects and possess extensive knowledge of a variety of tenant improvement types. Utilizing the latest in cost control methods, IDS ensures clients’ projects are well planned and expertly executed. In the delivery of its cost services, IDS provides reliable, accurate estimates while meeting its client’s most critical deadlines.

Experience with Value Engineering, Life Cycle Cost Analysis, and Bid Alternate Designation: By doing cost estimating in house IDS can identify opportunities for alternate bids that will provide flexibility for our clients as they strike the balance between scope of the construction and the cost of construction. The first path to value engineering savings is constructability. Our construction cost estimator also provides an internal constructability review, and this allows IDS to weed out designs that will later prove impractical to build and hence more expensive to build. The second path to value engineering is the search for alternates that provide nearly equal performance at less initial cost. When considering these initial cost saving IDS provides a life cycle cost analysis of the alternatives so that our clients can make informed choices.

A recent example includes the City of Rancho Santa Margarita Community Center. Construction



County of Orange Brea Library

defects have permitted storm water to intrude into and to damage the center. IDS reviewed documents provided by the city, conducted a visual inspection of the site, developed a move management plan, and a “pros-and-cons” assessment for installation of different building systems. Our analysis included a detailed baseline Architect’s Estimate of Probable Construction Cost (AEPCC). In the event that the baseline AEPCC exceeded the construction budget to a significant degree IDS included an additional architectural services budget with the AEPCC so that the city can make a decision regarding budget with “all the cards face up on the table.”

Sustainable Engineering

The firm’s project approach begins with a complete assessment of project requirements to achieve a LEED certification or provide a sustainable design without certification. To meet the project requirements our team will investigate all sustainability options including photovoltaic solar system, commercial and residential fuel cell systems, geothermal ground source heat pump systems, low energy LED lighting products, water conservation design solutions, day lighting harvesting, low-flow plumbing fixtures and high SEER air conditioning equipment.

Zero Net Energy (ZNE)

IDS’ professional mechanical, electrical, and plumbing engineers are experienced in Net Zero Engineering. Our team seeks ways to improve the efficiency of HVAC and electrical systems in buildings and apply smart net-zero energy design and strategies.

ADA Access Compliance

Our expert ADA (Americans with Disabilities Act) team offers detailed ADA facility surveys and preparation of Transitional Plans, plan reviews, training, and product consulting on a regular basis to healthcare facilities, large corporations, and federal, state, and local government clients.

Knowledge of the Locality

IDS has provided architectural and engineering services on multiple projects within the County of Orange, County of Los Angeles County of Riverside, and the County of San Diego, and has established a pattern of working successfully in the geographic area.

IDS Group is headquartered in Irvine, California with offices located in Los Angeles and San Diego. Though located in Orange County, IDS services projects throughout the State.

Bidding and Construction Administration Support

IDS has significant experience with providing practical, cost effective, fast/efficient solutions and high-quality construction documents and drawings and significant experience in construction support and on-site construction administration services for public projects.

Building Information Modeling (BIM)

Building on decades of hands-on experience in Building Information Modeling (BIM), IDS is committed to creating value for our clients through innovative and fully integrated design solutions. IDS' BIM platform helps our multi-discipline design and construction teams improve project efficiency by optimizing performance and response-time of visualizations and simulations to create unprecedented data rich models.

Our clients are experiencing the benefits of BIM that extend long past the completion of a project - including improved constructability, better-performing buildings and more efficient project delivery. They have also included Construction cost savings, Schedule compression and Energy reductions.



*CalOptima A/E Tenant Improvements
Orange, CA*

Project experience of IDS staff encompasses new construction, renovation, re-adaptation, and tenant improvements to a variety of building types, including:

- Commercial – offices, industrial and high tech
- Recreational – park buildings, community centers, gyms, and fitness centers
- Institutional – hospitals and clinics, assisted living and skilled nursing facilities
- Public – offices, community centers and correctional facilities
- Service – retail, restaurants, snack bars and cafes
- Educational – K-12 schools and special needs
- Housing – retirement, affordable and multiple unit
- Airport/Aviation – offices, concessions, retail shops, and support facilities IDS has been honored with numerous architectural awards, some of which are shown below:
- San Diego project, Cedar Gateway Apartments, 2014 Global Awards for Excellence as well as recognized for an "outstanding contribution in design" by the AIA Orange County as part of the chapter's 2012 Awards program and received an "Honor Award" in the Residential Design Award Category.



Fullerton Family Housing

- La Casita de las Mamas, Downey: Historical Home Restoration Award, 1920's Craftsman House, Downey Historical Society
- Marisol Apartments, Oceanside: Paul Davidoff Award, American Planning Association
- La Pensione Hotel, San Diego: American Institute of Architects - California Council Honor Award, American Institute of Architects – San Diego Honor Award
- Malibu Studio Hotel, San Diego: American Institute of Architects, San Diego Citation Award
- The Veltman Addition, Los Angeles: American Institute of Architects, Los Angeles Chapter Award



County of Orange Yale Homeless Shelter
Santa Ana, CA

Working with Public Entities

IDS is a reputable and well-established company with a proven and consistent backlog that assures continuity of the operation for the foreseen future. A large portion of our work is from repeated clients, familiar with our combined staff and services.

We work with several large public agencies and private clients who continuously seek our assistance in engineering consulting services. We have been in operation providing MEP engineering since 1961 and architectural and engineering services for over 22 years, and we have worked on projects ranging upward to \$8,000,000 in a single project fee and \$200,000,000 in a single project construction cost.



*John Wayne Airport
Air Handler Replacement
Santa Ana, CA*

IDS' team bring expertise from professionals who understand the issues impacting local government and are well-versed in the nuances of traditional public and alternative capital delivery methods. Additionally, our experts understand that the future prosperity of municipalities and their constituencies will be shaped, in part, by leadership's ability to demonstrate that high quality service can be provided in a cost-effective manner.

Our clients' partner with IDS because of our acutely attuned focus on procurement, implementation and programming choices that can capture the full potential of new development projects that appeal to stakeholders. IDS' team has experience representing and advising public agencies and supporting private bid teams on complex social infrastructure developments. With IDS, our clients receive the right complement of commercial, financial and technical skills, from a group with a deep understanding of various policy implications.

In addition to various state agencies, such as the Department of General Services, Administration Office of the Courts, CalTrans, and California Department of Correction and Rehabilitation, below is a partial list of various utility and governmental stakeholders IDS' has recently worked with:

Governmental Buildings & Campuses

- City of La Palma City Civic Center HVAC Upgrades
- City of Azusa Light & Water Department Upgrades/Renovations
- City of Anaheim City Hall West Fire Alarm System Upgrade
- City of Cerritos Swim Center Facility and Operating Systems Evaluation
- City of Irvine Electric Vehicle Charging Stations
- City of Irvine Automatic Transfer Switch Evaluation
- City of Santa Monica, numerous projects
- Over 25 other Cities

Parks & Recreation

- City of Irvine Great Park Concession Facilities
- City of Commerce Veterans Memorial Park
- City of West Covina Lower Shadow Oak Park Prefabricated Restroom
- Design Services for the Great Park Western Sector Restrooms, City of Irvine, CA
- City of Glendora Finkbiner Park Restroom and Community Room Building, Glendora, CA
- City of Rialto City-wide Park Improvements
- Town Square Park Amphitheater, City of Murrieta, CA

Convention & Meeting Centers / Institution

- Arts District Building, Amazon Properties, Los Angeles, CA
- Nixon Presidential Library and Museum
- Palos Verdes Library Annex Building
- Orange County Public Works El Toro Library Modernization
- Orange County Public Works Brea Library Modernization

Utility Agencies

- Riverside Public Utilities Substation Utility Storage Facility, Riverside, CA
- Western Municipal Water District Operations Center Building G, Riverside, CA
- Inland Empire Utilities Agency, New Chlorine Injection Facility Regional Recycling Water Plant, Rancho Cucamonga, CA

Transportation

- City of Norwalk Transportation Center
- Airport Improvement Program - Resident Engineering and Structural, Mechanical, and Electrical Engineering
- John Wayne Airport Airside New Concessions and Convenience Outlets, and Operations Center
- Los Angeles Metro (LA Metro) – 9 facilities
- Port of Long Beach – 6 projects
- Port of Los Angeles – 2 projects

Residential / Housing

- Fullerton Family Housing, Citrea Affordable Housing
- The Aspire Affordable Student Housing, Innovative Housing Opportunities
- Orange County Public Works, Yale Transitional Center
- Orange County Public Works, Ventana Walk

Education

- Los Angeles Unified School District- Carson High School Gymnasium Building Cooling Retrofit
- Chino Valley Unified School District Wide HVAC/Plumbing Modernization
- UCI Student Health II Condition Assessment and Recreation Center Kitchen Renovation

Outreach and Public Engagement Experience

IDS has extensive community engagement experience on projects with proven results to ensure that efforts to reach the surrounding community are comprehensive, effective, and informative. Such efforts include but are not limited to the coordination and facilitation of City Representatives, stakeholders, and user groups encouraging discussions and providing an open dialogue that will guide and inform the design and development of the project for community participation when the public can influence elements of the project. IDS will develop an appropriate methodology to gauge community opinions, perceptions, and attitudes by attending, leading, presenting, and preparing community workshops, dialogue exercises, design charette, as well as preparing and distributing meeting materials, handouts, and meeting minutes. The first community outreach meeting will be held after the critical project elements are defined. IDS will develop the design and graphics to express a methodology to gauge community opinions, perceptions, and attitudes. A variety of different distribution methods will be utilized, including mail, email, City web-based, and a draft written report including all illustrative graphs, raw data analysis, and any other information that will be beneficial to the understanding of the collected information. Varying stakeholders, such as businesses, residents, and visitor concerns will need to be sorted and weighted appropriately. The information gathered will be provided in the report and will include a tabulation of results, analysis, and conclusions.

IDS will provide the following services for the City of Escondido Library Critical Infrastructure and Modernization Project:

- Review City-provided data, reports, studies, maps, drawings, and relevant materials for the portion of the project site.
- Document existing operations, including programs, services, and maintenance/repairs.
- Conduct on-site field reconnaissance to assess the current physical conditions of the project.
- Meet with City departments, participants, and regulatory authorities to understand City priorities.
- Document pedestrian, vehicular, emergency, and service vehicle circulation, parking, existing infrastructure, active and passive uses, streets, buildings, and open spaces in the surrounding area.
- Identify and document community needs, desires, concerns, and priorities related to renovated, expanded, and/or replaced facilities.
- Research and document best practices for the project.
- Identify opportunities and constraints that will inform the development of a comprehensive long-term implemented solution.
- Conduct community meetings, focus groups, and interviews to gather input from City leadership, businesses, residents, and community stakeholders.
- Create, record, and distribute responses to community surveys.
- Prepare and deliver presentations to City committees, commissions, and City council as necessary.

3c. Proposed Staffing and Project Organization



Said Hilmy, PhD, SE, LEED AP*
Principal in Charge / Contract Administrator

John Silber, AIA*
Principal Architect

Shelley Sivak, RA, LEED AP*
Project Manager

*Key Staff

ARCHITECTURAL-ENGINEERING TEAM

Song Brandner, RA, LEED GA* Architect	Matthew Miller, AIA, NCARB Architect	Bradley Mansfield, RA Quality Control - Quality Assurance Community Engagement Lead	Juan Acuna Job Captain	Mahsa Javaherian Project Designer
Eduardo Fabros Project Designer	Daniel Park Project Designer	Paniz Farshchiha Project Designer	Dion Vasquez Job Captain	Faisal Dakhil, PE* Cost Estimator
Adrian Anderson, PE* Lead Civil Engineer	Darren Smith, PE, BEAP* Lead Mechanical Engineer	Steven Collins, PE, LEED AP* Lead Electrical Engineer	Victor Mercado, PE, SE* Lead Structural Engineer	Joy Lyndes, PLA, FASLA Lead Landscape Architect Community Outreach

IN-HOUSE ENGINEERING SERVICES SUPPORT

STRUCTURAL ENGINEERING	CIVIL ENGINEERING	MECHANICAL/PLUMBING ENGINEERING	ELECTRICAL ENGINEERING	LANDSCAPE ARCHITECTURE
Steve Uthoff, PE, SE Ellen Wu, PhD, PE Ghazaleh, Laleh, PhD Siva Dondapati Yali Ykeda	Jason Wetterich, PE Harry Nguyen Gill Iradukunda Wen Zhang	Anthony Zanotti, PE Andrew Bussey, PE Ming (Mike) Lin, PE Kevin Barnes Ronaldo Magno	Bob Kramer Michael Reed Jesus Soriano Stuart McKnight Narges Ghazi	Kristin Gros, ASLA, LEED AP ND Landscape Architect, Community Outreach

SUBCONSULTANTS

Eduardo Santa Cruz Certified Access Specialist	Jerry Sherman, LEED AP, CAC, CDPH Hazardous Materials Specialist	Tim Fettig, PLS Land Surveyor	Pablo Amezcua, CTS-D Lead Audio-Visual System Designer
			Tony Hammers, RCCD, NTS, OSP, DCDC Lead IT and Security System Designer

Key Staff Resumes



John Silber, AIA

Principal Architect

Education

M Arch, Southern California Institute of Architecture

Professional Credential: Architect: California (#15573)

Mr. Silber has been an active member of the architecture and urban design of Southern California for more than 30 years. His work has covered a broad range of urban projects, including a number in areas of special interest, such as the link public education creates between culture and economic vitality. He has mastered the interface between community design expectations, urban in-fill architecture and modern code standards for fire/life safety, energy, and accessibility.

Relevant Project Experience:

- County of Orange DPW Brea Library Renovations | Brea, CA
- County of Orange DPW El Toro Library Renovations and Upgrades | Lake Forest, CA
- County of Orange Dept. Public Works Los Alamitos-Rossmoor Library Space Planning and Architectural Improvements | Seal Beach, CA
- County of Orange Yale Homeless Shelter | Santa Ana, CA
- City of Santa Ana - City Hall Office Space Planning and Architectural Improvements | Santa Ana, CA



Shelley Sivak, RA, LEED AP

Project Manager

Education

Master of Architecture, California State Polytechnic University, Pomona

Professional Credential

Architect: CA #C33767; LEED Accredited Professional

Ms. Sivak is a forward-thinking architect who brings form to interior space and new life to both urban and suburban settings, to create a strong sense of place. She takes a holistic approach and considers key capacity to recognize the specific demands of a particular location and tailors the design process to be efficient and productive.

Relevant Project Experience:

- County of Orange Dept. Public Works El Toro Library Space Planning and Architectural Improvements | Lake Forest, CA
- County of Orange Dept. Public Works Brea Library Space Planning and Architectural Improvements | Brea, CA
- County of Orange Dept. Public Works Los Alamitos-Rossmoor Library Space Planning and Architectural Improvements | Seal Beach, CA
- County of Orange Yale Homeless Shelter | Santa Ana, CA



Said Hilmy, PhD, PE, SE, LEED AP

Principal /Contract Administrator

Education: Doctorate, Structural Engineering, Cornell University

Professional Credentials: Professional Structural Engineer: CA #S3680;
Professional Civil Engineer: CA C43988; LEED AP

Dr. Hilmy has over 35 years of experience in structural engineering design and analysis and project management with strong expertise in the design and upgrade of steel, concrete, and wood structures. Mr. Hilmy provides organizational leadership with a focus on quality control in the delivery of construction documents and excellent customer service.

Relevant Project Experience:

- County of Orange DPW Brea Library Renovations | Brea, CA
- County of Orange DPW El Toro Library Renovations and Upgrades | Lake Forest, CA
- County of Orange Dept. Public Works Los Alamitos-Rossmoor Library Space Planning and Architectural Improvements | Seal Beach, CA
- County of Orange, Yale Homeless Shelter | Santa Ana, CA



Victor Mercado, PE, SE

Lead Structural Engineer

Education: MS, Civil Engineering, University of California, Irvine

Professional Credentials: Professional Structural Engineer, CA #S5020;
Professional Civil Engineer, CA #C65325

Mr. Mercado possesses more than 20 years of experience in the design and analysis of buildings for both the private and public sectors. His area of expertise includes structural design of steel structures, concrete frame or shear wall structures, masonry structures and timber structures. In addition to his structural design experience, Victor has worked on numerous projects involving the seismic rehabilitation, and earthquake safety evaluation of existing structures.

Relevant Project Experience:

- County of Orange DPW Brea Library Renovations | Brea, CA
- County of Orange DPW El Toro Library Renovations and Upgrades | Lake Forest, CA
- County of Orange, Yale Homeless Shelter | Santa Ana, CA
- City of Carlsbad, Safety Center Seismic Retrofit and Renovations | Carlsbad, CA



Steven Collins, PE, LEED AP

Lead Electrical Engineer

Education: MS, Electrical Engineering, Rensselaer Polytechnic Institute

Professional Credentials: Professional Electrical Engineer: California #E22805;
LEED Accredited Professional

Mr. Collins brings over 20 years of experience in Electrical Engineering for Building Systems and has expertise in municipal, education, commercial, and healthcare markets. His experience includes field investigation, design, and specifications for electrical service entrance equipment, standard and emergency distribution systems, lighting systems, controls, power-to-utilization equipment and devices, fire alarm systems, and telecommunication and low-voltage raceway systems.

Relevant Project Experience:

- City of Newport Beach, Central Library Elevator, Fire Alarm and Security System Modernization | Newport Beach, CA
- The Aerospace Corporation Lighting Replacement | Los Angeles, CA
- Orange County Sheriff's Department, Central Men's Jail Lighting Retrofit | Orange, CA
- City of Lancaster, El Dorado Park Revitalization | Lancaster, CA
- Department of Veteran's Administration, Air Handler Unit Replacement | Barstow, CA



Faisal Dakhil

Cost Estimator

Education:

MS, Civil Engineering, University of Southern California;
BS, Civil Engineering, University of Southern California

Mr. Dakhil has over 30 years of pre-construction, construction management, and estimating experience in a broad spectrum of projects ranging in value from \$1 million to more than \$250 million. Faisal has a long track record of successful jobs coming in under budget and on time, resulting in substantial client savings.

Relevant Project Experience:

- County of Orange Dept. Public Works Los Alamitos-Rossmoor Library Space Planning and Architectural Improvements | Seal Beach, CA
- County of Orange, Yale Homeless Shelter | Santa Ana, CA
- City of Pasadena Public Works Building Seismic Retrofit | Pasadena, CA
- City of Lancaster, El Dorado Park Revitalization | Lancaster, CA



Joy Lyndes, PLA, FASLA

Lead Landscape Architect

Education: Master of Landscape Architecture, University of Arizona

Professional Credentials: Professional Landscape Architect: California #C4183

Ms. Lyndes brings a broad range of municipal, local, and state agency expertise specializing in transportation and facilities planning, design, and construction oversight of complete streets, facilities programming, and smart growth. In addition, her practice focuses on health and well-being as one of the critical priorities of our community regeneration framework, fostering long-term health outcomes in our neighborhoods and public spaces. Her experience includes landscape programming, planning, design, construction documents, and construction administration for local, state, and federally funded projects.

Relevant Project Experience:

- County of Orange Dept. Public Works Los Alamitos-Rossmoor Library Space Planning and Architectural Improvements | Seal Beach, CA
- County of Orange, Yale Homeless Shelter | Santa Ana, CA
- City of Lancaster, El Dorado Park Revitalization | Lancaster, CA
- Leo Carrillo Historic Ranch Park | Carlsbad, CA
- Veterans Association of North County (VANC) Honor Wall/Community Event Space | Oceanside, CA



Bradley Mansfield, AIA

Quality Assurance-Quality Control

Education: MS, Structural Engineering, California Polytechnic University, Pomona

Professional Credentials: Professional Structural Engineer, CA #S5186;
Professional Civil Engineer, CA #C42855

Bradley is a licensed architect who takes the initiative to complete processes of coordinated project deliverables and management. He has over 30 years of design experience in California for community focused projects in adaptive reuse, historical buildings, education, senior living, and urban infill projects.

Relevant Project Experience:

- Riverside Community College Library Renovation* | Riverside, CA
- City of Brea Senior Center Renovation* | Brea, CA
- Los Angeles Community College District, Districtwide Hydration Station Initiative
- Rancho Santiago Community College District, Peer Review Access Control | Santa Ana, CA

*Project experience with another firm.



Adrian Anderson, PE

Lead Civil Engineer

Education: BS, Civil Engineering, CSU, Long Beach

Professional Credentials: Professional Civil Engineer: California #C6095

Mr. Anderson has over 25 years of experience and is well versed in managing public agency projects for street rehabilitation projects, street widening and new street/highway projects, drainage improvement projects, right of way projects, development project plan checks for various agencies, urban trail projects, and bike trails.

Relevant Project Experience:

- City of Laguna Beach, Pearl Street Pedestrian Safety Assessment | Laguna Beach, CA
- City of Lancaster, El Dorado Park Revitalization | Lancaster, CA
- Riverside County Sheriff Dept., Coroner Facility Parking Lot Improvements, Drainage, and Water Quality | Perris, CA
- Los Angeles World Airports, Roadways, Utilities & Enabling (RUE), Century Blvd & LAX Street Rehabilitation Los Angeles, CA
- Topanga Canyon Charter School, Maintenance Vehicle & Pedestrian Access Way Design, Paving and Drainage Repairs | Topanga, CA



Darren Smith, PE, BEAP

Lead Mechanical/Plumbing Engineer

Education: BS, Mechanical Engineering Technology, California Polytechnic University, Pomona

Professional Credentials: Professional Landscape Architect: California #M30841;
ASHRAE (Building Energy Auditing Professional)

Darren Smith is a registered mechanical engineer with over 25 years of experience in design bid build and design-build projects. As a design engineer or project manager, Darren's role will be flexible for project task order assignments. With extensive experience in designing and managing numerous construction projects, Darren brings cross-communication at various levels of project ownership.

Relevant Project Experience:

- County of Orange DPW Brea Library Renovations | Brea, CA
- County of Orange DPW El Toro Library Renovations and Upgrades | Lake Forest, CA
- County of Orange, Yale Homeless Shelter | Santa Ana, CA
- City of Laguna Beach, South Main Beach Restroom Design | Laguna Beach, CA
- Los Angeles World Airports, Roadways, Utilities & Enabling Projects, Paving & Street Design | Los Angeles, CA

Brea Library | Brea, CA

County of Orange Public Works Capital Improvement Division

Project Address: 1 Civic Center Circle, Brea, CA 92821

Year Completed: February 2023

Client Contact Reference

Orange County Public Libraries
 Sherry Toth, Assistant County Librarian
 714.566.3033, Sherry.Toth@occr.ocgov.com

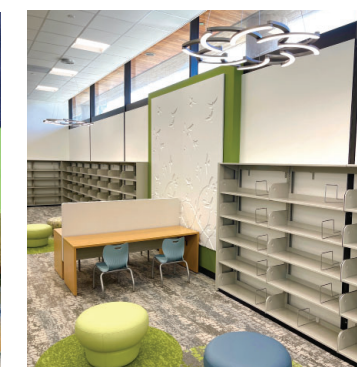
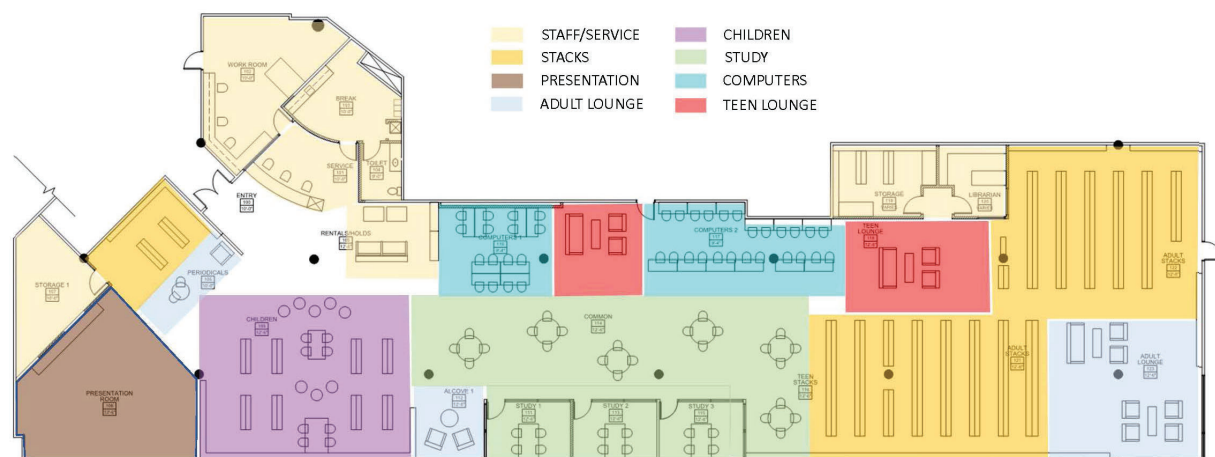
Project Information

IDS teamed with the Orange County Public Libraries to transform the Brea Library by extracting its outdated 1980s interior and renovating it into a harmonic revived community building that appeals to all ages. The design flow inspiration from the library entry point through the various spaces in the building comes from a poem by American modernist poet Wallace Stevens, 'This Solitude of Cataracts.' Cataracts are waterfalls, parts of a flowing river that is never the same way twice. This idea forms the space's use of acoustic baffles that undulate above, guiding patrons through the different points of interest and allowing patrons to pause in eddies for study or contemplation along the ebb and flow of the path through the library identified by the varied and textural palette of greens and grays.

The IDS team created separate nodes for teens' and adults' lounges to handle today's technological devices—individuals and groups can reserve private meeting rooms with whiteboards and LED flat panel displays. Public computer stations and areas for personal laptops or other smart devices have ready access to the library's Wi-Fi. A dedicated children's room has computer tables and comfortably sized seating. Mobile book stacks allow flexibility to accommodate children's activity programs and storytime. The IDS team of architects and engineers was also integral in the refresh of the reception area, large book stacks, storage, break room, staff restroom, program area, administration offices, and friends of library space.

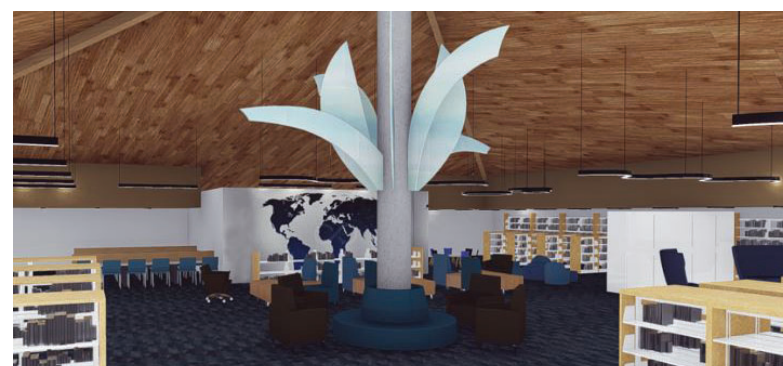
The County of Orange received a \$9.8 million grant from the State of California library system's Building Forward Library Infrastructure Program. This money will help revitalize other city library branches throughout Orange County.

FLOOR PLAN – CONCEPT 1

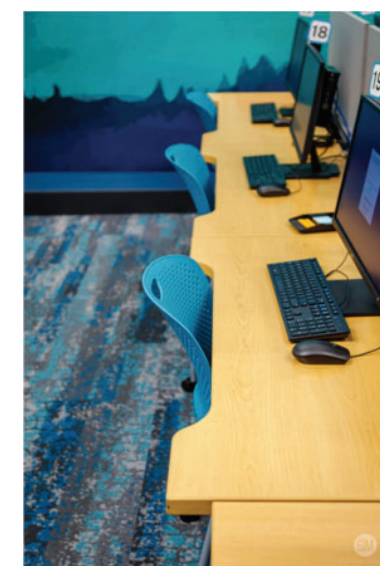
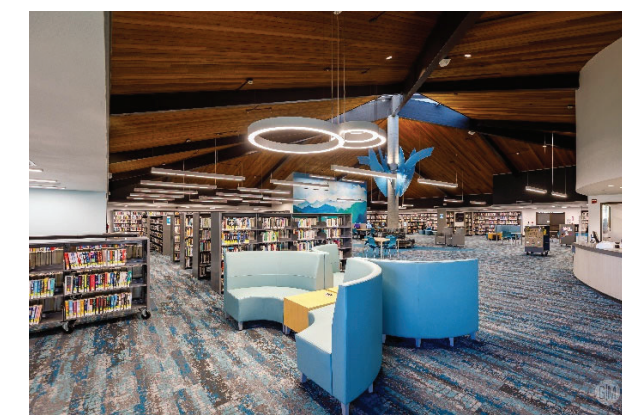


El Toro Library | Lake Forest, CA

County of Orange Public Works Capital Improvement Division



Tenant improvement to interior space consisting of interior finishes, lighting replacement, new casework, book stacks relocation, reconfiguration of public restrooms, back of house renovation, replace one set of exterior windows, replace 2 HVAC units, minor site work, and exterior paint. no square footage added. minor site work to address accessibility.
 Total building footage: 13,940 SQFT



Project Address: 24672 Raymond Way, Lake Forest, CA 92630 **Year Completed:** September 2021

Client Contact Reference

Orange County Facilities Design and Construction / A&E Project Management
 Matt Durbin, Senior Project Manager
 714.667.1626, Matthew.Durbin@ocpw.ocgov.com

Project Information

IDS' architectural and engineering (A/E) scope of work encompassed design to modernization and improvements to the library. Based upon a County of Orange facilities condition assessment report, the IDS team addressed priorities from the document and determined the necessary work to complete. A/E repairs included building envelope, HVAC, electrical, communications, safety and security, and civil site improvements. These priorities provided a rapid return on investment, such as energy and equipment efficiency, site improvements, and ADA compliance. IDS worked on a new furniture package for the project as part of the library's interior revitalization.

“... please let the others who attended know we at OCCR much appreciate the due diligence that your staff has provided over the past few months. Shelley in particular has made herself available for conference calls, go-to-meetings, and site meetings when called upon so a big hand must be given to her. And Said thank you for doing the 50,000 fly over eye on the design through documentation.”

OC Parks - OC Community Resources Project Manager

Los Alamitos-Rossmoor Library | Seal Beach, CA

County of Orange Public Works Capital Improvement Division

Project Address:
 12700 Montecito Road, Seal Beach, CA 90740

Year Completed:
 Under Construction

Client Contact Reference

Orange County Public Works / A&E Project Management
 Matt DeHart, Project Manager
 714.667.4972, Matthew.DeHart@ocpw.ocgov.com

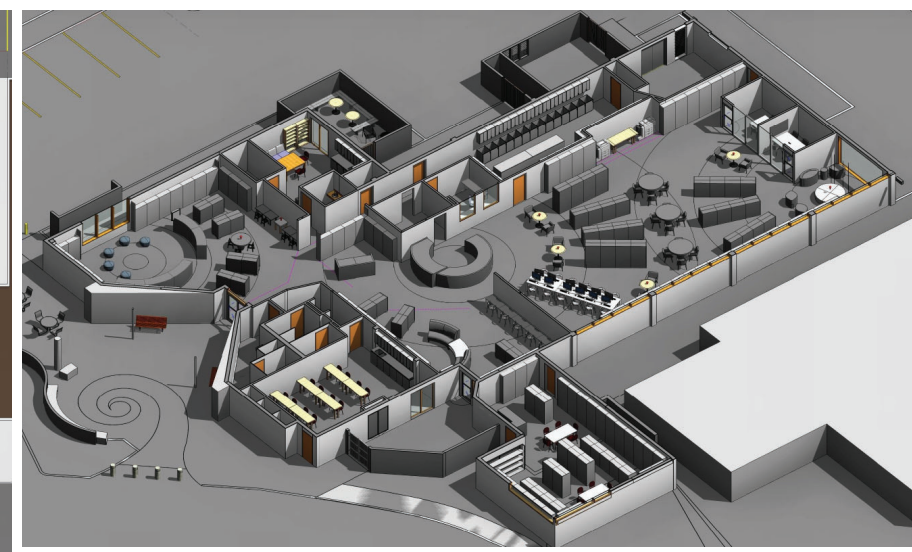
Project Information

IDS provided architectural and engineering tenant improvements and upgrades to the existing library building on the west side of Seal Beach Boulevard, on Montecito Drive in the City of Seal Beach. IDS Group, the County Library group, and Orange County Public Works teamed to create a design package that brings one of the County's older library buildings into modernizing the library as a community gathering space and technology hub. This project not only renovates the 10,489 square feet of existing space that includes a special Friends of the Library area but also adds a 1,188 square feet community workspace.



The name Los Alamitos means the little cottonwoods and calling on the lore of the Plains Indians. IDS took the form of tree rings, and the stars within their branches released into the night sky. The historical lore set the tone for form generation, enabling the design team to re-imagine the floor plan. Overlapping tree rings and radial star patterns guide the library's layout, allowing for views to open throughout the library that radiate at key operational points throughout the building.

The library renovation adds comfortable lounge areas for visitors. There are quiet spaces for group and individual work and shared community spaces for computer use and reading. In addition to interior upgrades, IDS was responsible for coordinating a new furniture package; renovations include building envelope, HVAC, electrical, communications, safety and security, and civil site improvements.



References

County of Orange | Multiple Architectural and Engineering Projects

IDS continues to provide architectural and engineering (A/E) on-call task order services to the County of Orange. Various projects completed include the Yale Homeless Shelter, Master Planning for the El Toro Orange County Emergency Medical Services (OCEMS) Facility, and the Anita Drive Property Condition Assessment.

Contact: Mr. Matthew Durbin, Sr. Project Manager

Phone: (714) 667-1626 | **Email:** matthew.durbin@ocpw.ocgov.com | **Project Dates:** 2019 - 2022

El Toro Library Contact Reference: Mr. Don Nguyen, Project Manager | Phone: (714) 380-7254

Brea Library Contact Reference: Ms. Sherry Toth, Assistant County Librarian | Phone: (714) 566-3033

City of Santa Ana Architectural Improvements

The IDS team is currently providing A/E services for the City of Santa Ana's City Hall office tenant improvements. Project scope of work includes coordination with City departments, phasing/move management, MEP system upgrades, utility coordination, and site analysis.

Contact: Ms. Gabriela Lomeli, Project Manager

Phone: (714) 565-2692 | **Email:** glomeli@santa-ana.org | **Project Dates:** 2020 - on-going

City of Irvine Police Department Workspace Relocation & Tenant Improvements

The project focused on the expansion of the existing police department (Public Safety) within the multi-story Civic Center. IDS provided architectural design services for tenant improvement for the proposed expansion and relocation of various departments.

Contact: Mr. Chris Brown, Sr. Project Manager

Phone: (949) 724-6937 | **Email:** chbrown@cityofirvine.gov | **Project Dates:** 2019 - on-going

County of Riverside Sheriff Department | Planning and A/E Improvement Projects

Miscellaneous A/E services including planning and design services for multiple facilities for the County of Riverside Sheriff Department.

Contact: Mr. Ramon Tadrous, Director, Project Management Office

Phone: (951) 955-5951 | **Email:** rtadrous@riversidesheriff.org | **Project Dates:** 2021 - 2022

Litigation

IDS is a reputable and well-established company and does not have any judgments, pending, or expected litigation or other real or potential financial reversals that affect the viability or stability of the organization.

D. Project Understanding & Approach

Project Understanding

There are two primary needs for the City of Escondido Library, they are:

1. **Upgrade Critical Building Systems** - Address the HVAC and ductwork system, clerestory glazing and TPO roof, electrical system, restrooms, accessibility, and parking lot to enhance overall building performance and user comfort.
2. **Interior Enhancements** - Utilize any remaining funds judiciously to revitalize the library's aesthetics, focusing primarily on the 1st floor.

The City has \$7.5 million to achieve a comprehensive renovation within a well-defined budgetary framework. The implementation deadline for these library improvements is March 31, 2025.

Project Approach

IDS is the ideal architectural-engineering partner to work with the City of Escondido to revitalize the library's existing infrastructure, equipment, and systems. The project team presented in this proposal has current and completed library experience, and based on the team's observations of the Escondido Library on November 2nd, the project approach will involve:



- The analysis of existing conditions.
- Selecting appropriate systems for improved building efficiencies and operations.
- Resilient Library Design.

Libraries today need not just focus on extending useful life but, more importantly, how libraries are a lifeline to the community from a social, learning, and inclusive perspective. *While working with local public agencies to enhance their existing library facilities, IDS has taken the opportunity to reset client stakeholders expectation and help them to reposition libraries to their modern role, redefining aesthetics relative to the enjoyment or study of beauty. Beyond essential enhancements, libraries need transformational change that speaks to the communities they purposefully serve.*

IDS will implement as many of the Escondido Public Library Strategic Plan 2022 facility goals with an initial focus on the first-floor facility objectives. Priority setting is necessary for this project and it will be in close collaboration with the City staff -- especially the librarians -- and the Construction Manager. The community engagement process will play a key role in making critical decisions early on in the development of the project design.

Utilizing an integrated A/E approach with local project team members, IDS will work closely with the City's Construction Manager to focus on the following project elements:

1. Determine the scope and corresponding construction cost for the critical building systems,
2. And afterward, establish the scope and cost for aesthetic enhancements.
3. The RFP notes that the City has set the construction budget.

Where it's feasible in the project, IDS will design accordingly, prioritizing the most essential project aspects versus those considered secondary requirements.

The project will begin with a Concept Design. The team will progress the project to the Schematic Design Phase with a quality assurance checkpoint to perform the following:

- Review the critical building systems budget and scope.
- Review the aesthetic enhancements budget and scope.
- Determine the synergies between the Critical Building Systems and Aesthetic Enhancements, extending outcomes achieved by the \$7.5 million budget.
- Deliver the Basis of Design (BOD) Draft Rough Order of Magnitude (ROM) Cost Estimate documents to the City and the City's Project Construction Manager.

A. Design Management and Coordination

The IDS Project Manager will lead the design management and coordination effort, ensuring high-quality services occur to budget and schedule from commencement to completion. A Deputy Project Manager will be on the project to provide redundancy in this key position.

The IDS Project Manager will be responsible for:

- Design coordination of the project work with the City's Construction Manager and outside agencies/utility departments.
- Update the project schedule as necessary.
- Submit monthly invoices and progress summary reports per RFP Exhibit B.
- Coordinate, attend, and prepare design meeting minutes for the kick-off and bi-weekly meetings with City staff and related consultants.
- Provide agendas and minutes, PowerPoint, and other exhibits.
- Discuss the project, present design options, and discuss alternatives.
- Use virtual meetings when acceptable to the City to improve efficiency.



B. Pre-Design, Design, and Engineering Services

IDS will perform a technical assessment of the Critical Building Systems while concurrently formulating a list of Aesthetic Enhancements sought by the City. This effort will be a collaborative exercise with the library staff community of library users to extend the library's economic life and align the library design to current and future use patterns. This work will prioritize the scope of work and budget for the Critical Building Systems and Aesthetic Enhancements. The scope of services will align with Exhibit B of the RFP.

Deliverables:

- Basis of Design (BOD) setting project scope by narrative and graphically and corresponding Cost Estimate (submitted for City review and comment). The BOD will align with:
- Required Critical Building System improvements,
- Aesthetic Enhancements implemented per the 2022 City of Escondido Public Library Strategic Plan.
- Final BOD and Cost Estimate
- Specifications, Table of Contents



Schematic Design (SD)

IDS will prepare and deliver a schematic design package that includes design exhibit options to achieve the BOD goals. After conferring with the City and the Construction Manager, IDS will revise the preferred option per the City's comments.

A public outreach event will occur to present and gather feedback from community stakeholders. The IDS outreach aims to inform the public about the project and actively seek their input through a listening event. IDS will also have an online survey available for community input. Results from these activities will be summarized in a report with key findings for City review and use. After consultation with the City and Construction Manager, IDS will prepare the final BOD and Rough Order of Magnitude (ROM) Cost Estimate.



Deliverables: Design package will include plans, 3D renderings, outline specifications, and rough order of magnitude (ROM) cost estimate.

Design Development (DD)

IDS will prepare and submit an initial DD package for the City to review. The final DD submittal package will incorporate City comments.

Deliverables:

- Initial design development options.
- Final design development exhibits and an updated cost estimate.
- BOD amendments, if any, should the project scope require revision.

Construction Documents (CD)

- IDS will prepare and submit construction documents with progress submittals for City review.

Deliverables:

- 50% Construction Documents (Plans and Specifications).
- 80% Construction Documents, including Plans, Specifications, and Cost Estimate.
- 100% Construction Documents.
- Plan Check/Permitting
- IDS will submit plans for plan check review and complete the plan check process to "permit ready to issue" status.

Contractor Bidding

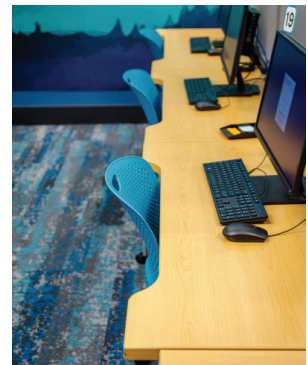
Upon conclusion of the construction documentation phase, IDS will provide reproducible construction documents.

Deliverables:

- Construction Documents and Specifications.
- Bid RFI's and Substitution Request responses.
- Addenda including supporting documents.

Furniture Design and Procurement

IDS will provide a design to enable the City to negotiate and secure competitive pricing and services required for the project. To the extent possible, furniture selections can be made from CMAS, US Communities, or other GSA-approved pre-negotiated furniture listings. Upon completion of installation, IDS will attend a job walk to confirm the completeness of installed FF&E items with the dealer.



Deliverables:

IDS' services will include the Needs Assessment, Design and Documentation Preparation, and Procurement Process as outlined in RFP Exhibit B.

Construction Administration

During the construction administration phase, IDS will perform the following services:

- Responses to RFIs, material submittals, and shop drawings from the contractor.
- Plan revisions as required.
- Responses to the review of proposed contract change orders.
- Plan revisions, as needed, and as-builts.

Exclusions and Assumptions

1. The Project Budget earmarks \$7.5 million for construction activities. Our proposal assumes that the limit of design services will be limited to what can be designed and built for \$7.5 million. Design services for construction exceeding this amount will be provided upon approval of additional services. We will triage the scope of the project as a part of the construction cost estimate review process.
2. Multiple bid packages, additional phasing, and/or early release packages are assumed to be additional services.
3. Assumes disturbed area will be less than 5,000 SF of impermeable site surfaces, so excludes water quality management plan (WQMP) and stormwater quality and management design.
4. Assumes contractor will prepare Stormwater Pollution Prevention Plan (SWPPP).
5. Assumes underground utility locating services, if required by the project, provided as an additional service.
6. Excludes environmental study, report, clearance, or HazMat report or preparing HazMat specifications.
7. Building staff will be available to guide IDS Team survey staff and unlock doors for access to equipment. Staff will provide ladders for access above ceilings or to roofs.
8. IDS Team surveys are limited to information that is readily accessible. IDS does not perform destructive testing.
9. It is assumed the complete record structural drawings are available, or where they are not, the building owner will provide such construction/engineering/testing resources as required to recreate record structural drawings to the level of detail necessary for IDS to perform the structural evaluation work.
10. Design of emergency power systems (generators, inverters, flywheels, UPS, etc.) is excluded.
11. Electrical arc flash study excluded.
12. Modernization of the existing elevator is excluded.

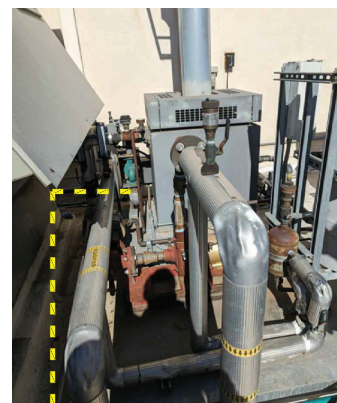
CRITICAL BUILDING SYSTEMS

HVAC & DUCTWORK SYSTEM ISSUES & SOLUTIONS:

- REPLACE ALL THE HVAC UNITS.
- REPLACE THE LAST 2 HVAC UNITS WITH A LARGE UNIT IN ORDER TO CIRCULATE THE AIR BETTER IN THE LIBRARY AND LEAD TO FASTER HEATING OR COOLING.
- CONSOLIDATE UNITS TO MAKE SPACE FOR ADDITIONAL CAPACITY, PARTICULARLY NEEDED DURING HIGH LOAD EVENTS ?
- SHOULD THE ROOF SCREEN BE TALLER?
- STRUCTURE ISSUE: MODERN HIGH EFFICIENCY UNITS USUALLY HEAVIER THAN OLDER UNITS
- WILL THE HVAC EQUIPMENT NEED A LARGER WELL?



REPLACE UNIT AND ROOF CURB WITH APPROPRIATELY SIZED ROOF CURB



HEATING HOT WATER SYSTEM WITH BOILER AND PUMP



PACKAGED UNIT

EXHAUST FAN
 OLD CONDENSING UNIT



STREET VIEW/CLERESTORY



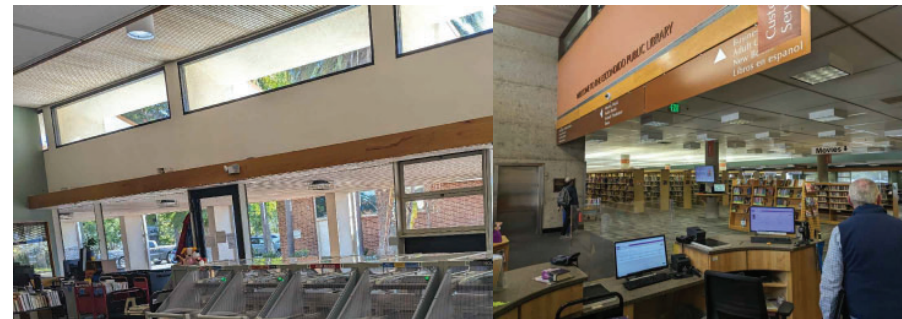
HVAC REPLACEMENT



CRITICAL BUILDING SYSTEMS

CLERESTORY WINDOWS & CEILINGS ISSUES & SOLUTIONS:

1. REPLACE ALL THE CLERESTORY GLAZING IN ORDER TO ENHANCE THE BUILDING PERFORMANCE.



ESCONDIDO LIBRARY

2. REMOVE EXISTING CEILING AND REPLACE WITH SUSPENDED ACOUSTICAL CEILINGS IN ORDER TO REDUCING NOISE POLLUTION AND IMPROVING SPEECH INTELLIGIBILITY AND TO IMPROVE LIFE SAFETY BY PROVIDING PROPER SEISMIC BRACING AND IMPROVING THE AIR QUALITY PROVIDED BY THE REPLACED HVAC SYSTEMS.



OPTION #1 FOR GROUND FLOOR CEILING OVER BOOK STACKS



OPTION #2 BEAM ACOUSTICAL CEILING BAFFLE FOR GROUND FLOOR CEILING OVER BOOK STACKS



EXISTING CEILING



CRITICAL BUILDING SYSTEMS

ADA PATH OF CIRCULATION ISSUES & SOLUTIONS:

- AT LEAST ONE ACCESSIBLE ROUTE MUST CONNECT ALL ACCESSIBLE SPACES AND ELEMENTS.
- THE PARKING LOT PAVING LOOKS TO BE IN DECENT SHAPE, MAYBE REFRESHING THE STRIPING AND A SLURRY SEAL WOULD BE WARRANTED.
- PARKING LOT ADA STALLS NEED DETECTABLE WARNING SURFACES AT RAMP ACCESS AISLES (ONE END STALL AREA COULD BE REGRADED TO PROVIDE AN ACCESSIBLE RAMP THAT DOES NOT TAKE PARTIAL ACCESS BEHIND ADJACENT PARKING SPACE).
- 3RD AVE INCLUDES TWO DRIVEWAYS, BOTH ARE OUT OF ADA COMPLIANCE.
- NEED TO REPLACE DAMAGED BLUE REGULATORY SIGN AT MAIN DRIVEWAY ENTRANCE. MEANDERING SIDEWALK HAS TREE UPLIFT NEAR CORNER OF 3RD AVE AND KALMIA ST, AND THIS CORNER (SEC OF LIBRARY PROPERTY) ALSO HAS NONCOMPLIANT CURB RAMP. THIS AREA IS CLOSEST TO THE PEDESTRIAN ENTRANCE FOR SOUTHERLY BUILDING LABELED "PIONEER ROOM - LOCAL HISTORY ARCHIVE", JUST NORTH OF THE SOUTHEAST CORNER.
- LIBRARY STAFF LOT AT NORTHEAST CORNER OF PROPERTY COULD USE GRIND AND OVERLAY (ONLY 4 PARKING STALLS, NONE OF WHICH ARE ADA) AND DRIVEWAY IS NOT ADA COMPLIANT.
- CURB RAMP AT NORTHEAST CORNER OF THE PROPERTY IS NOT ADA COMPLIANT.
- SIDEWALK ON 2ND AVE NEEDS RECONSTRUCTION AT NORTHWEST CORNER OF MAIN LIBRARY BUILDING.



EXISTING PLAZA 2



EXISTING PLAZA 1



PLAZA / CONCEPT

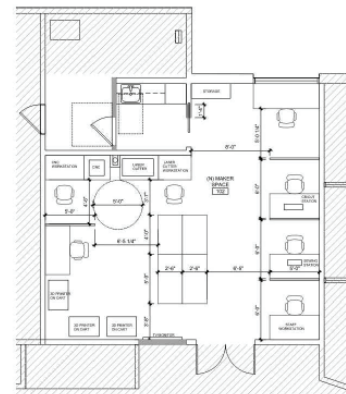


FACILITY IMPROVEMENT & GOALS

(FROM THE EPL STRATEGIC PLAN 2022)

FACILITY

- CREATE LIVING ROOM FEEL
- RESET FURNITURE
- FRESH PAINT
- LIGHTING
- SAFE SPACE FOR TEENS
- TUTORING SPACE / READING ROOMS
- MURALS
- KITCHEN EQUIPMENT
- ART TABLE AND MATERIALS
- BETTER TECH AT LIBRARY
- AREA TO EAT
- 24/7 BOOK KIOSK
- MARKETPLACE
- CAFE
- A PLACE TO RELAX IS DESIRED AT THE LIBRARY
- MAKERSPACE & MEDIA LAB



HASKETT LIBRARY/MAKER SPACE



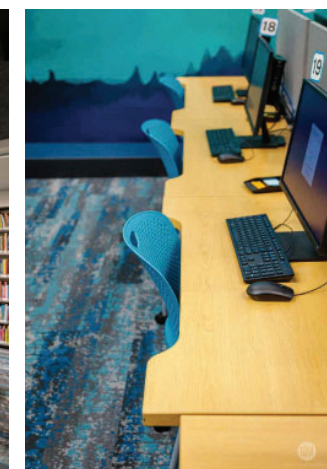
HASKETT LIBRARY/RECORDING ROOM



EL TORO LIBRARY



EL TORO LIBRARY



EL TORO LIBRARY



BREA LIBRARY / LOUNGE



BREA LIBRARY / LOUNGE



BREA LIBRARY / DECORATIVE WALL PANEL



BREA LIBRARY / READING ROOMS / MURAL

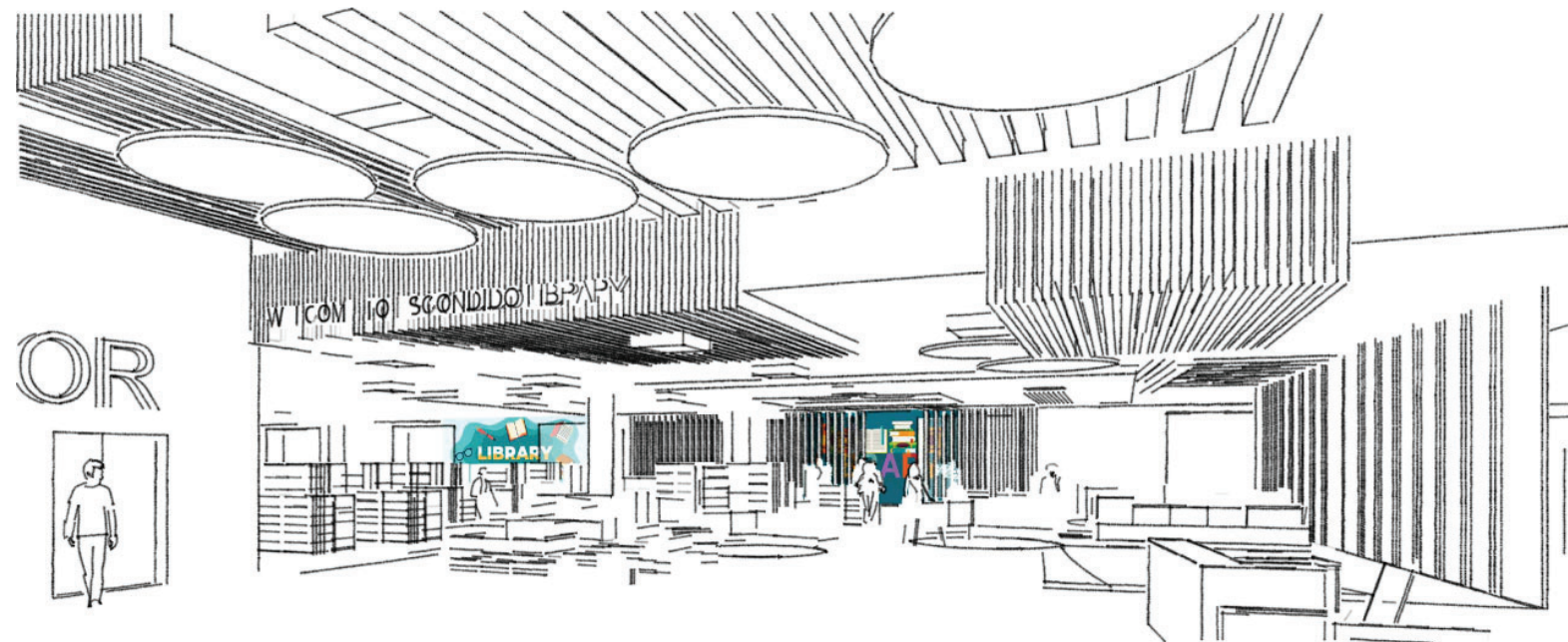


OPTIONS & IDEAS 1

- PLACING LOWER STACKS IN THE CENTER OF THE SPACE CREATES A MORE OPEN & CASUAL ENVIRONMENT .
- FLOW CONCEPT THROUGH THE LIBRARY.
- NEW SUSPENDED CEILING DESIGN.



BEFORE



AFTER / ESCONDIDO LIBRARY/OPTION 1



OPTIONS & IDEAS 2

- REORGANIZATION & COLLECTIONS INTO A RADIAL PATTERN ALLOWS FOR GREATER VISUAL CONNECTION BETWEEN STAFF AND PATRONS.
- FLOW CONCEPT THROUGH THE LIBRARY.
- NEW SUSPENDED CEILING DESIGN.



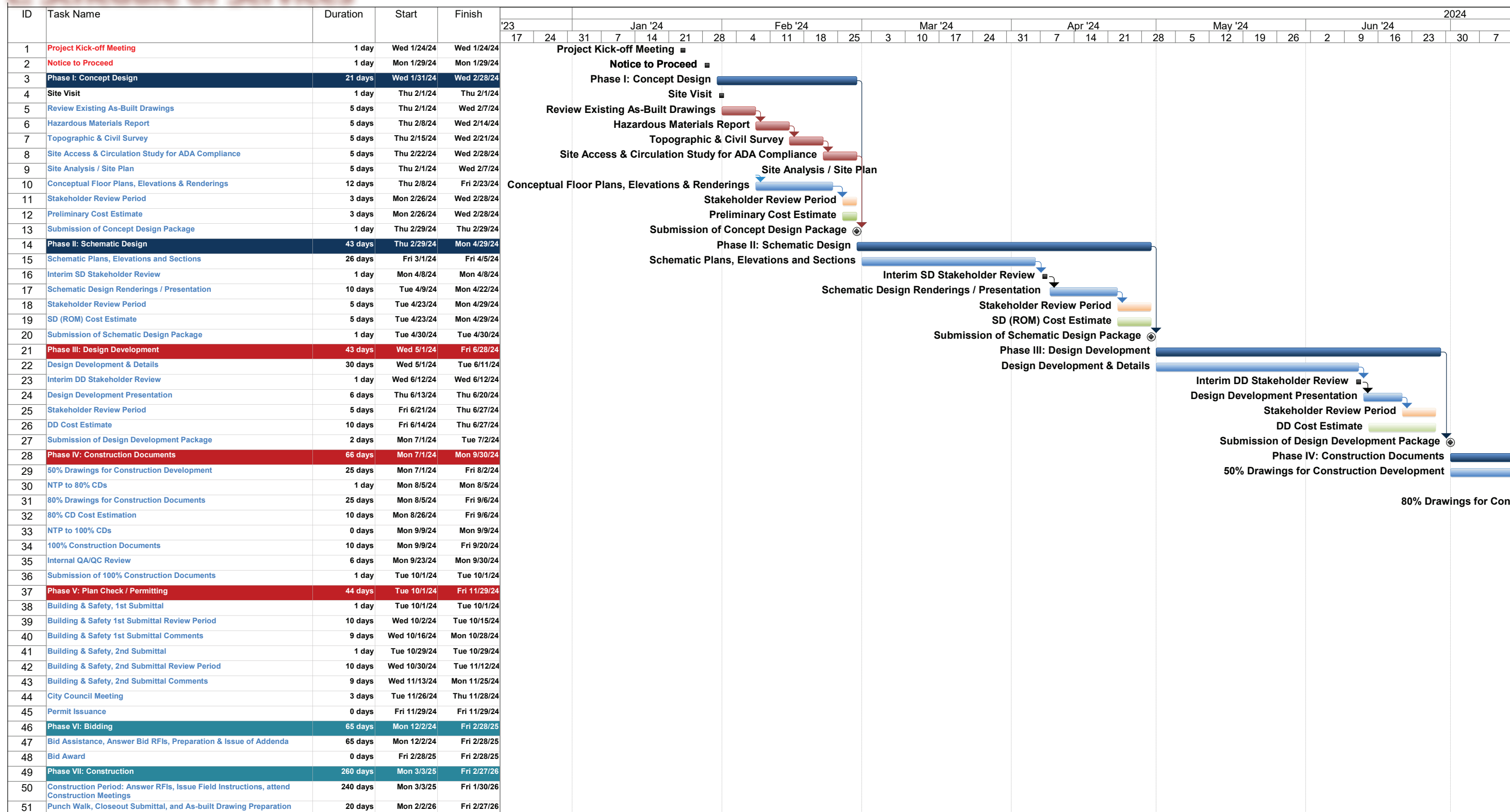
BEFORE



AFTER / ESCONDIDO LIBRARY/OPTION 2



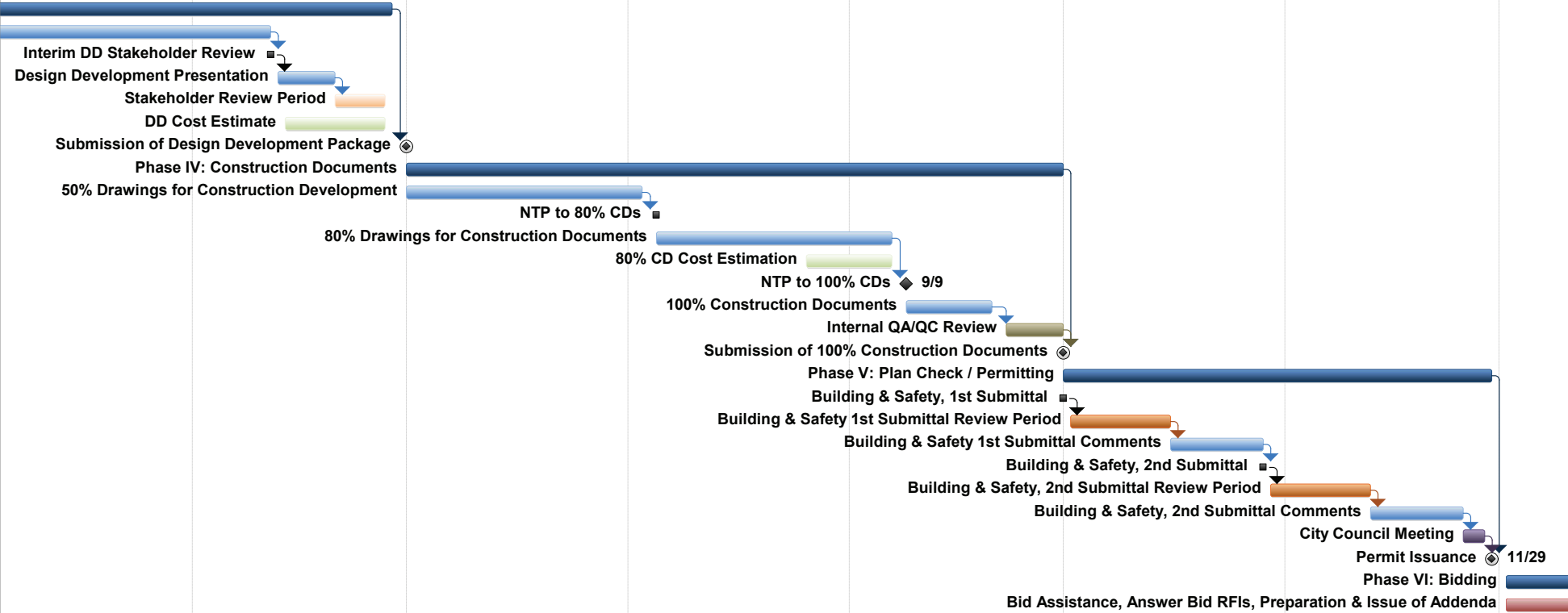
E. Schedule of Services



Task	Project Summary	Inactive Task	Duration-only	Finish-only
Split	External Tasks	Inactive Milestone	Manual Summary Rollup	Progress
Milestone	External Milestone	Inactive Summary	Manual Summary	Deadline
Summary	Inactive Task	Manual Task	Start-only	

E. Schedule of Services

ID	Task Name	Duration	Start	Finish	2024																															
					May '24				Jun '24				Jul '24				Aug '24				Sep '24				Oct '24				Nov '24							
					5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	1	8
1	Project Kick-off Meeting	1 day	Wed 1/24/24	Wed 1/24/24																																
2	Notice to Proceed	1 day	Mon 1/29/24	Mon 1/29/24																																
3	Phase I: Concept Design	21 days	Wed 1/31/24	Wed 2/28/24																																
4	Site Visit	1 day	Thu 2/1/24	Thu 2/1/24																																
5	Review Existing As-Built Drawings	5 days	Thu 2/1/24	Wed 2/7/24																																
6	Hazardous Materials Report	5 days	Thu 2/8/24	Wed 2/14/24																																
7	Topographic & Civil Survey	5 days	Thu 2/15/24	Wed 2/21/24																																
8	Site Access & Circulation Study for ADA Compliance	5 days	Thu 2/22/24	Wed 2/28/24																																
9	Site Analysis / Site Plan	5 days	Thu 2/1/24	Wed 2/7/24																																
10	Conceptual Floor Plans, Elevations & Renderings	12 days	Thu 2/8/24	Fri 2/23/24																																
11	Stakeholder Review Period	3 days	Mon 2/26/24	Wed 2/28/24																																
12	Preliminary Cost Estimate	3 days	Mon 2/26/24	Wed 2/28/24																																
13	Submission of Concept Design Package	1 day	Thu 2/29/24	Thu 2/29/24																																
14	Phase II: Schematic Design	43 days	Thu 2/29/24	Mon 4/29/24																																
15	Schematic Plans, Elevations and Sections	26 days	Fri 3/1/24	Fri 4/5/24																																
16	Interim SD Stakeholder Review	1 day	Mon 4/8/24	Mon 4/8/24																																
17	Schematic Design Renderings / Presentation	10 days	Tue 4/9/24	Mon 4/22/24																																
18	Stakeholder Review Period	5 days	Tue 4/23/24	Mon 4/29/24																																
19	SD (ROM) Cost Estimate	5 days	Tue 4/23/24	Mon 4/29/24																																
20	Submission of Schematic Design Package	1 day	Tue 4/30/24	Tue 4/30/24																																
21	Phase III: Design Development	43 days	Wed 5/1/24	Fri 6/28/24																																
22	Design Development & Details	30 days	Wed 5/1/24	Tue 6/11/24																																
23	Interim DD Stakeholder Review	1 day	Wed 6/12/24	Wed 6/12/24																																
24	Design Development Presentation	6 days	Thu 6/13/24	Thu 6/20/24																																
25	Stakeholder Review Period	5 days	Fri 6/21/24	Thu 6/27/24																																
26	DD Cost Estimate	10 days	Fri 6/14/24	Thu 6/27/24																																
27	Submission of Design Development Package	2 days	Mon 7/1/24	Tue 7/2/24																																
28	Phase IV: Construction Documents	66 days	Mon 7/1/24	Mon 9/30/24																																
29	50% Drawings for Construction Development	25 days	Mon 7/1/24	Fri 8/2/24																																
30	NTP to 80% CDs	1 day	Mon 8/5/24	Mon 8/5/24																																
31	80% Drawings for Construction Documents	25 days	Mon 8/5/24	Fri 9/6/24																																
32	80% CD Cost Estimation	10 days	Mon 8/26/24	Fri 9/6/24																																
33	NTP to 100% CDs	0 days	Mon 9/9/24	Mon 9/9/24																																
34	100% Construction Documents	10 days	Mon 9/9/24	Fri 9/20/24																																
35	Internal QA/QC Review	6 days	Mon 9/23/24	Mon 9/30/24																																
36	Submission of 100% Construction Documents	1 day	Tue 10/1/24	Tue 10/1/24																																
37	Phase V: Plan Check / Permitting	44 days	Tue 10/1/24	Fri 11/29/24																																
38	Building & Safety, 1st Submittal	1 day	Tue 10/1/24	Tue 10/1/24																																
39	Building & Safety 1st Submittal Review Period	10 days	Wed 10/2/24	Tue 10/15/24																																
40	Building & Safety 1st Submittal Comments	9 days	Wed 10/16/24	Mon 10/28/24																																
41	Building & Safety, 2nd Submittal	1 day	Tue 10/29/24	Tue 10/29/24																																
42	Building & Safety, 2nd Submittal Review Period	10 days	Wed 10/30/24	Tue 11/12/24																																
43	Building & Safety, 2nd Submittal Comments	9 days	Wed 11/13/24	Mon 11/25/24																																
44	City Council Meeting	3 days	Tue 11/26/24	Thu 11/28/24																																
45	Permit Issuance	0 days	Fri 11/29/24	Fri 11/29/24																																
46	Phase VI: Bidding	65 days	Mon 12/2/24	Fri 2/28/25																																
47	Bid Assistance, Answer Bid RFIs, Preparation & Issue of Addenda	65 days	Mon 12/2/24	Fri 2/28/25																																
48	Bid Award	0 days	Fri 2/28/25	Fri 2/28/25																																
49	Phase VII: Construction	260 days	Mon 3/3/25	Fri 2/27/26																																
50	Construction Period: Answer RFIs, Issue Field Instructions, attend Construction Meetings	240 days	Mon 3/3/25	Fri 1/30/26																																



Task		Project Summary		Inactive Task		Duration-only		Finish-only	
Split		External Tasks		Inactive Milestone		Manual Summary Rollup		Progress	
Milestone		External Milestone		Inactive Summary		Manual Summary		Deadline	
Summary		Inactive Task		Manual Task		Start-only			

F. Fee

IDS' fee proposal for the City of Escondido Library Project can be found as the second email attachment sent to Ms. Laura McLin labeled IDS Group - Fee Proposal.

G. Subconsultants

Subconsultant Teaming Partners



Veneklasen Associates (Information Technology / Audio-Visual / Acoustics - optional)

Established in 1947, Veneklasen Associates is the oldest and one of the largest acoustical consulting firms in the United States. Throughout our history, Veneklasen Associates has built a national and international reputation based on competence, performance, quality, timely response and practical and cost-effective solution. We execute our work utilizing innovative science, experience and in-house funded research. Our work is customized for each specific project and client's needs.

Our services encompass architectural acoustics, environmental noise and vibration mitigation, comprehensive low voltage consultation and design for audio-visual (AV), information technology (IT) and security systems including the development of contract documents and formatted specifications. Hiring Veneklasen Associates to provide both acoustical and low-voltage consultation and design provides improved coordination, a single responsibility for "sound" and "convergence" – the harmony that integrated digital systems accomplish at reduced cost.

Sound quality and noise mitigation in the built environment is a significant design element. Our goal is to optimize the acoustics according to building science, aesthetics and cost. By utilizing a proactive, collaborative design approach we are able to address the acoustical effect of the building systems and develop recommendations and performance criteria with the design team and project consultants.



Group Delta (Geotechnical Engineering)

Established in 1986, Group Delta Consultants, Inc. has been providing a broad range of services to meet their clients' diverse needs. Group Delta currently has eight offices and two certified laboratories located in Ontario, Torrance, Anaheim, Irvine, Oakland, Vacaville, Victorville and San Diego. Employing a staff of 110, their environmental engineering and geotechnical engineering team consists of highly skilled environmental engineers, scientists, industrial hygienists, geotechnical engineers, geologists, technicians, and support personnel specialized in their respective fields.

Group Delta strives to provide exceptional, value-added services while ensuring their projects are completed on schedule and within budget for their clients. The high level of involvement from their principals and senior management, and their commitment to developing innovative cost saving solutions has resulted in repeat business and strong client relations. Group Delta has received numerous awards and recommendations from well-known organizations in the public and private sectors highlighting the unique benefits of our approach and methodologies.

Subconsultant Teaming Partners *(cont.)*



Guida Surveying, Inc. (Land Surveying)

Guida Surveying, Inc. (Guida) is a woman-owned land surveying and mapping firm that provides project-based and on-call services throughout California. Since 1995, Guida's team of professional land surveyors, field crews, and office personnel have significantly contributed to this region's infrastructure growth. The firm offers a depth of staffing resources which can provide flexibility to accommodate working off hours, variable days, and locations, if needed.



SCDS Consulting Design (ADA Compliance)

SCDS provides CASp inspection and accessibility services related to ADA compliance.



National Security Systems (Fire Alarm-Fire Sprinklers)

Since 1989, National Security Systems has provided worldwide installation and service of security alarms, fire alarms, access control systems, and security cameras. National Security Systems has the right solution tailored to clients' specific needs. They understand how vital fire life safety systems are for buildings with over thirty years of protecting lives and property, installations installed worldwide, and uncompromising commitment to customer service.

H. Additional Information

The IDS project team presented in this proposal have local HVAC equipment and controls upgrades experience for communities across Southern California. Here are examples of the team's experience.

Department of General Services, Junipero Serra State Office Building Chiller and Cooling Tower Replacement, Los Angeles, CA

Client: Department of General Services

Project Date: 2020 - on-going

Key Project Elements

- ✓ Historic Building
- ✓ Site Assessment
- ✓ Schematic Design Controls
- ✓ Mechanical Engineering Design
- ✓ HVAC
- ✓ Plumbing Engineering
- ✓ Electrical and Structural Engineering; Architecture
- ✓ Construction Documents
- ✓ Construction Administration

IDS is working with the State of California Department of General Services on the Junipero Serra State Office Building project. This historic Downtown Los Angeles landmark was originally designed in 1912 and built in 1914. The IDS Mechanical Engineering team completed design services, construction documents, and construction administration services to replace the chillers, boilers, three Baltimore Air Coil Cooling Towers, and all supporting components performed in two phases:

Phase 1 - Replacement of Cooling Tower CT-1 and Chiller CH-1: Chiller manufacturer technicians will disassemble and reassemble the new chiller to meet vertical height restrictions in the chiller room. There was an addition of a centrifugal separator WF-1 for cooling tower CT-1 basin cleaning.

Phase 2 - Replacement of Cooling Towers CT-2, CT-3, and Chillers CH-2, CH-3: Chiller manufacturer technicians disassembled and reassembled the new chiller to meet vertical height restrictions in the chiller room. IDS connected the cooling tower CT-2 to WF-1 for basin cleaning and removed existing sand filter. It was replaced with a centrifugal separator for cooling tower CT-3 basin cleaning. The scope of work also included the removal and replacement of the existing Chilled Water Pump CHWP-3 and Condenser Water Pump CWP-3.

Contact Information: Mark Nelson, Project Manager, Kitchell CEM | **Phone:** (909) 724-4119

City of Anaheim West Tower HVAC Rehabilitation & Replacement, Anaheim, CA

Client: City of Anaheim

Project Date: November 2020 - on-going

Key Project Elements

- ✓ Facility Equipment Assessment
- ✓ Feasibility Study
- ✓ Mechanical Engineering
- ✓ HVAC Upgrades and Replacement
- ✓ Plumbing Engineering
- ✓ Structural Engineering
- ✓ Construction Documents

IDS provided engineering and design services for the HVAC systems at the Anaheim West Tower (AWT), a LEED Gold certified, 11-story, 221,963 sf building in the City of Anaheim (City). The city required sustainable and cost-effective design elements. IDS performed the initial assessment of existing conditions, referenced documents provided by the City and developed concepts for the HVAC rehabilitation based on a prioritized list which included the following: Priority 1 - Replacement of Cooling Tower and adding a new unit, Priority 2 - Overhaul the existing chiller or provide replacement along with associated engineering design work, and Priority 3 - A/C units in the city's data center.

Contact Information: Kal Lambaz, Construction Contracts Administrator

Phone: (714) 765-6935 | **Email:** klambaz@anaheim.net



1 Peters Canyon Road, Suite 130 | Irvine, California 92606 | T: (949) 387-8500 | www.idsgi.com

ARCHITECTURE AND ENGINEERING SERVICES								
Discipline	Conceptual Design	Schematic Design	Design Development	Construction Documents	Regulatory Permitting	Bid Support	Construction Administration	TOTAL
1. Architectural Design (1)	\$ 27,488	\$ 60,278	\$ 50,231	\$ 103,811	\$ 10,046	\$ 10,046	\$ 66,975	\$ 328,875
2. Civil and Landscape Design	2,494	4,988	7,481	19,950	2,494	2,494	9,975	\$ 49,875
3. Structural Engineering	2,850	5,700	8,550	22,800	2,850	2,850	11,400	\$ 57,000
4. Mechanical Engineering (2)	4,631	9,263	13,894	37,050	4,631	4,631	18,525	\$ 92,625
5. Plumbing Engineering	1,781	3,563	5,344	14,250	1,781	1,781	7,125	\$ 35,625
6. Electrical Engineering (3)	4,275	8,550	12,825	34,200	4,275	4,275	17,100	\$ 85,500
7. Low Voltage		1,425	\$ 1,425	\$ 7,125		\$ 1,425	\$ 2,850	\$ 14,250
8. Audio Visual Design		713	\$ 713	\$ 3,563		\$ 713	\$ 1,425	\$ 7,125
9. Security Systems (BOD for D/B)		713	\$ 713	\$ 3,563		\$ 713	\$ 1,425	\$ 7,125
10. Fire Alarm (BOD for D/B)		713	\$ 713	\$ 3,563		\$ 713	\$ 1,425	\$ 7,125
11. FF and E Design and Procurement			\$ 2,138	\$ 6,413	\$ 3,206	\$ 1,069	\$ 8,550	\$ 21,375
12. Topographic Survey	\$ 20,000							\$ 20,000
13. Haz-Mat Survey (included) (6)	\$ 6,000							\$ 6,000
14. Water/Sewer Line Camera Insp.	\$ 2,000							\$ 2,000
Subtotals	\$ 71,519	\$ 95,903	\$ 104,025	\$ 256,286	\$ 29,284	\$ 30,709	\$ 146,775	\$ 734,500
REIMBURSABLE EXPENSES								
Misc. inc. mileage								\$12,500
Subtotals								\$12,500
TOTAL PROPOSED FIRM FIXED PRICE								\$ 747,000.00

- Notes**
1. Architectural includes Signage and Graphics, Codes and Accessibility Compliance, Waterproofing and Interior Design.
 2. Mechanical includes Building Management System (BMS) as BOD for D/B and Title 24/CalGreen Commissioning.
 3. Electrical includes lighting design, BMS, and Title 24/CalGREEN Commissioning.
 4. Scope includes coordination with the City and City Construction Manager as well as utilities coordination if required.
 5. Construction Phase 12 months with weekly on site OAC meetings.
 6. Haz-Mat Survey for Lead and Asbestos materials included as a deductive alternate.

EXHIBIT 2

October 19, 2022

Joanna Axelrod
Deputy City Manager/Director of Communications & Community Services
City of Escondido
201 N. Broadway
Escondido, CA 92025

Subject: Building Forward, Library Infrastructure Grant
ESCONDIDO PUBLIC LIBRARY
Escondido Public Library
Grant No. BF-1-21-019

Dear Joanna Axelrod:

This letter confirms the California State Library's award of \$10,000,000 in Building Forward grant funds to the City of Escondido for the Escondido Public Library Critical Infrastructure and Modernization Project at the Escondido Public Library. These grant funds are intended to be used toward the project components detailed in the Intent to Fund letter dated September 12, 2022, and on the last page of this letter.

The State Library has also reviewed and approved your request for a 100% reduction in the required local match contribution for your project. Per your application and the requirements set forth in SB 129 (2021), the City of Escondido will contribute \$0 toward the project. Match funds are subject to the same restrictions as grant funds; may not be spent on any unallowable costs; and must be spent during the grant period at the same rate as grant funds.

This grant is governed by the Grant Agreement and Certification of Compliance. These documents, along with the first allocation claim form, will be sent separately to your organization's authorized representative by email through DocuSign and they must be signed using the DocuSign system.

The following supporting documents are also required and must be submitted through the State Library's online grant portal at: <https://webportalapp.com/sp/buildingforward>:

- Final Project Budget
- Final Project Implementation Plan

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csi-adm@library.ca.gov
www.library.ca.gov

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- A resolution from the grantee organization’s governing body approving acceptance of grant funds and designating an Authorized Representative allowed to enter into agreements on behalf of the organization
- If applicable: A letter from the grantee organization’s Chief Financial Officer, Finance Director, or equivalent confirming availability of matching funds (Required for all grantees contributing local match funds.)
- If applicable: A current facility lease with a term extending at least ten years after the end of the grant period. (Required for all projects involving leased buildings.)

The City of Escondido will receive \$5,000,000 of the award following the submission and approval of all required documents. The remaining funds will be made available following the grantee’s completion of the requirements outlined in the Grant Agreement and Certification of Compliance document included in the Award Packet, and in accordance with the payment schedule.

Please complete and submit all supporting documents within 30 days of receipt of this letter. Contact your grant monitor if you are not able to provide all documentation by that time.

The State Library grant monitor for this project is Kevin Webb. Your grant monitor can be reached by email at kevin.webb@library.ca.gov or phone at (916) 603-6707. Your grant monitor will be available to assist you throughout your grant period.

Hard copies of this correspondence will not follow. Please keep the entirety of this correspondence for your files and consider these award materials as your original documents.

Best wishes for a successful project.

Respectfully yours,

Greg Lucas
California State Librarian

Building Forward Library Infrastructure Grant Program
BF-1-21-019
Page 3

Enclosures: Grant Agreement (for reference only)
Final Project Budget Form and List of Unallowable Costs
Final Project Implementation Plan Form
Sample Authorizing Resolution

CC: Kevin Webb
Annly Roman
Reed Strege
State Library Fiscal Office

THE BASICS – YOUR GRANT AWARD

The following provides all the basic information about your grant and managing your grant.

Grant #:	BF-1-21-019
Organization:	City of Escondido
Library:	ESCONDIDO PUBLIC LIBRARY - Escondido Public Library
Project Title:	Escondido Public Library Critical Infrastructure and Modernization Project
Grant Award Amount:	\$10,000,000
Local Match Amount:	\$0
Total Project Budget:	\$10,000,000
Grant Period Start Date:	Upon execution of Grant Agreement
Grant Period End Date:	No later than March 2026
Approved Uses (Outputs):	Replace Roof Replace HVAC System Replace Windows ADA Restroom Upgrade Interior Renovation for Service Improvement

Please understand that it can take from six to eight weeks after a completed claim form with no errors has been received before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.

REPORTING

The City of Escondido is required to provide financial and narrative reports throughout the grant period as outlined in the Grant Agreement and Certificate of Compliance. A final financial and narrative report will be due within 30 days after the project is complete. Grantees will also be required to provide updates throughout the grant period upon request. Progress documentation (e.g. photos or video of grant-funded work) will be required with each report. Reports should be submitted to your grant monitor.

PAYMENTS

Grant payments will be made based on the payment schedule specified in the Grant Agreement. Ten percent (10%) of the full grant award will be withheld until the end of the project period. It is payable only if the grant recipient fulfills all project reporting requirements and expends all funds, or returns all unspent grant funds, by the time specified in the grant terms and conditions. Note: This 10% is separate from the project contingency (if one was included in the budget).

GRANT MONITOR CONTACT

We want your project to be successful. Please work with your grant monitor throughout implementation of your project.

Grant Monitor:	Kevin Webb
Email Address:	kevin.webb@library.ca.gov
Phone Number:	(916) 603-6707



STATE FUNDED GRANTS
**AWARD AGREEMENT AND
CERTIFICATE OF COMPLIANCE**



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PROJECT SUMMARY

Award Agreement between the California State Library and City of Escondido for the ESCONDIDO PUBLIC LIBRARY - Escondido Public Library project.

AWARD AGREEMENT NUMBER BF-1-21-019

This Award Agreement ("Agreement") is entered into on the date of execution of the agreement by and between the California State Library ("State Library") and City of Escondido ("Grantee").

This Award Agreement pertains to Grantee's State-funded project at the ESCONDIDO PUBLIC LIBRARY - Escondido Public Library.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of \$10,000,000 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:



PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins on the date of execution of the Agreement by both parties, until March 31, 2026. If completion of the project occurs prior to the end of the grant period this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on March 31, 2026, and all grant project costs must be incurred by this date.

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's submitted application and award packet.
2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:
 - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
 - Make financial records available to the State Library upon request.
 - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
 - Prepare and submit required narrative and financial reports.
 - Procure equipment, and other supplies as needed for the project.
 - Issue contracts for services, personnel, and consultants as needed for the project.
 - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
 - Oversee the implementation of project activities.

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the activities specified in the Grantee's award packet documentation. The Grantee shall request the distribution of grant funding consistent with the approved project budget incorporated herein, and according to the payment schedule

specified in this Agreement. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Reports

1. The Grantee shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the State Library, using the sample report documents provided by the State Library. Visual documentation (e.g. still or video photography) will be required as part of each Narrative Report.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
Project start date – March 2023	Financial Reports Due	May 1, 2023
April 2023 -June 2023	Financial Reports, Expenditure Detail, and Narrative Reports Due	July 31, 2023
July 2023 – September 2023	Financial Reports Due	October 31, 2023
October 2023- December 2023	Financial Reports, Expenditure Detail, and Narrative Reports Due	January 31, 2024
January 2024- March 2024	Financial Reports Due	April 30, 2024
April 2024 -June 2024	Financial Reports, Expenditure Detail, and Narrative Reports Due	July 31, 2024
July 2024– September 2024	Financial Reports Due	October 31, 2024

October 2024- December 2024	Financial Reports, Expenditure Detail, and Narrative Reports Due	January 31, 2025
January 2025- March 2025	Financial Reports Due	April 30, 2025
April 2025 -June 2025	Financial Reports, Expenditure Detail, and Narrative Reports Due	July 31, 2025
July 2025- September 2025	Financial Reports Due	October 31, 2025
October 2025- December 2025	Financial Reports, Expenditure Detail, and Narrative Reports Due	January 30, 2026
January 2026- March 2026	Final Financial, Narrative, and Expenditure Reports Due	April 30, 2026

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

E. Claim Form and Payment

1. The State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outlined in this document have been met, and only for those activities and costs specified in the approved award packet documentation.
2. The Grantee shall complete, sign, and submit the Certification of Compliance form (Exhibit C) and the Financial Claim form (included in your award packet), to the State Library within 30 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to the Grantee organization, please contact the grant monitor regarding alternate options.

3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the State Library.
5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. The Final Payment of 10% will be withheld and retained by the State Library (if applicable) until all conditions agreed upon in this Agreement have been satisfied.
7. **Prompt Payment Clause**
The State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq.* The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.
8. **Budget Contingency Clause**
 - a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
 - b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.



EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the [California Accessibility Standards](#). Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project materials are not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the State Library shall be acknowledged in all promotional materials and publications related to the ESCONDIDO PUBLIC LIBRARY - Escondido Public Library Project.
 - a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
 - b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

"This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

"Funding provided by the State of California."

This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.

- c. **California State Library Logo:** Use of the State Library logo, which can be downloaded on the [California State Library website](#), is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
 - d. **Project Photography:** Photographs and videos are a great way to document your project. If obtaining still or video photography featuring members of the public, Grantees should obtain a photo release form. Grantees may use their organization's image release form, or contact the State Library grant monitor for a sample image release form.
3. **Agency:** In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees or agents of the State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the State Library for any purpose and has no authority to bind the State Library in any manner whatsoever.
 4. **Amendment:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified, or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
 5. **Applicable Law:** The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
 6. **Assignment, Successors, and Assigns:** The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the State Library, the Grantee, and their respective successors and assigns.
 7. **Audit and Records Access:** The Grantee agrees that the State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any

records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.
9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant monitor or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

City of Escondido
Joanna Axelrod
201 N. Broadway
Escondido, CA 92025
jaxelrod@escondido.org
(760) 839-4871

California State Library
Kevin Webb
900 N Street
Sacramento, CA 95814]
kevin.webb@library.ca.gov
(916) 603-6707

1. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.
2. Contractor and Subcontractors: Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the

Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns, and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

3. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Grantee is responsible for obtaining any necessary licenses, permissions, releases, or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the State Library pursuant to this section. Also, the State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a State Library website for public access and viewing.
4. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance and approval of the final report by State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.
5. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt of the Notice of Dispute, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.
6. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et seq.*) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The Grantee's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Require that every employee who works on the project funded through this Agreement will:
 - 1) Receive a copy of the Grantee's drug-free workplace policy statement.
 - 2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

7. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.
8. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.
9. Exclusive Agreement: This is the entire Agreement between the State Library and Grantee.
10. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with

sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

11. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.
12. Failure to Perform: The grant being utilized by the Grantee is to benefit the ESCONDIDO PUBLIC LIBRARY - Escondido Public Library Project. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withheld.
13. Federal and State Taxes: The State Library shall not:
 - a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
 - b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
 - c. Withhold Federal or State income taxes from Grantee's paymentsGrantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.
14. Force Majeure: Neither the State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.
15. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the State Library any funds improperly expended.
16. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee

pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

17. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.
18. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A and B) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.
19. Grantee: The government or legal entity to which a grant is awarded and which is accountable to the State Library for the use of the funds provided.
 - a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper used of funds consistent with the grantee's application, and award agreement and accompanying documentation submitted. The grantee will keep such records and afford such access as the State Library may find necessary to assure the correctness and verification of such reports.
20. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant project. In the event an audit should determine that grant funds are owed to the State Library, the Grantee is responsible for repayment of the funds to the State Library.
21. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
22. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations, and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award and is not required to provide training in connection with this Agreement.

23. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
24. License to Use: The State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:
- The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
 - Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.
25. Limitation of Expenditure: Expenditure for all projects must conform to the Grantee's approved budget and with applicable State laws and regulations. The total amount paid by the State Library to the Grantee under this Agreement shall not exceed \$10,000,000 and shall be expended/encumbered in the designated award period.
- During the award period, the Grantee may find that the approved budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.
26. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.
27. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical

disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the State Library to implement such article.

Grantee shall permit access by representatives of the Department of Civil Rights and the State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

28. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:
- a. **Electronic Mail (Email)**: When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - c. **Grants Management System**: When sent via / uploaded to the State Library Grants Management System, a notification will be sent to the last email address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - d. **Personally**: When delivered personally to the Grantee's physical address as stated in this Agreement.
 - e. **U.S. Mail**: Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to Grantee's address as stated in this Agreement.
29. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Implementation Plan, and Budget,

of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- a. Grant Agreement Coversheet and any Amendments thereto
- b. Terms and Conditions
- c. Procedures and Requirements
- d. Certificate of Compliance
- e. Project Summary
- f. Grantee's approved outputs from the submitted application (including Budget and Implementation plan submitted as part of the required award documents)
- g. All other attachments hereto, including any that are incorporated by reference.

30. Payment:

- a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Implementation Plan submitted as part of the required award documents. The State Library shall provide funding to the Grantee for only the work and tasks specified in the list of approved outputs at only those costs specified in the Budget submitted as part of the required award documents and incurred in the term of the Agreement.
- b. The Grantee shall carry out the work described in the Implementation Plan in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Implementation Plan, approved project outputs, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Grantee shall request funds in accordance with the funding schedule included in this Agreement.
- d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.

- e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the [California State Administrative Manual](#) (see Exhibit C or contact the Grant Monitor for more information).
 - f. Payment will be made only to the Grantee.
 - g. Reimbursable expenses shall not be incurred unless and until the Grantee receives a Notice to Proceed as described in the Procedures and Requirements.
31. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.
32. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.
33. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.
34. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq.*
35. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the State Library.
36. Public Records Act: Material maintained or used by the State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq.* This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.

37. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.
38. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.
39. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
40. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other State Library funded program.
41. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.
- a. The Grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
 - b. The Grantee shall be responsible for submitting to the State Library Financial Reports reflecting Grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
 - c. To obtain payment hereunder, the Grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following

mentioned dates for payment, and the State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.

- d. The final 10% of the grant award (if applicable) is payable only upon approval of all reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
- e. Payment will be provided to cover the expenditures incurred by the Grantee for the project in the following manner:
 - 1) \$5,000,000 upon the receipt and approval, by the State Library, of the submission of all required documents as stated in the award letter; execution of the agreement, certification, and claim form by the Grantee organization.
 - 2) The second payment in the amount of \$4,000,000 after the submission and approval of the January 31, 2024 report and receipt, by the State Library, of a completed claim form unless:
 - i. The grantee needs the funding prior to the January date in order for the project to progress. To obtain funding prior to January 31, 2024, the grantee must provide documentation to the grant monitor demonstrating effectively either (a) that the first award payment has been spent, or (b) why the second installment is needed in advance of the scheduled payment.
 - ii. The grantee's January 31, 2024, financial report demonstrates that they have not spent any of their initial payment. The second payment will be held until the Grantee demonstrates effectively that their project is moving forward and additional funding is needed.
 - 3) A final payment in the amount of \$1,000,000 will be made upon submission and approval of the final interim grant report and financial claim form.

42. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

43. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.
44. Site Visits: The Grantee shall allow the State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, providing technical assistance when needed, and visiting the State funded project.
45. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this Agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.
46. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the Budget and the implementation plan included therein are part of the Agreement.
47. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.
- Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.
48. Waiver of Rights: The State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by State Library. No delay or omission on the part of State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by State

Library of a provision of this Agreement shall not prejudice or constitute a waiver of State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between the State Library and Grantee, shall constitute a waiver of any of State Library's rights or of any of Grantee's obligations as to any future transactions. Whenever the consent of State Library is required under this Agreement, the granting of such consent by State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of the State Library.

49. Work Products: Grantee shall provide the State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.
50. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.



EXHIBIT B: ADDITIONAL TERMS AND CONDITIONS

1. California Building Codes: Activities funded under this Agreement, regardless of funding source, must be in compliance with all applicable California Building Codes (Cal Code Regs., Title 24).
2. California Environmental Quality Act: Activities funded under this Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code section 21000 et seq.). Information on CEQA may be found in the [California State Clearinghouse Handbook](#).
3. Changes in a project: Any proposed change in the project requested by the Grantee, which would change the information provided during the application process, requires approval from the State Librarian prior to execution. The State Librarian shall have the sole authority to determine if a proposed change by the Grantee is approved or not approved. The State Librarian's decision is final and binding.
4. Compliance with Laws; Consents and Approvals: Grantee will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies having jurisdiction over either the Grantee, the Property, or the project, and with all applicable directions, rules and regulations of the Fire Marshal, health officer, building inspector and other officers of any such government or agency. All permits, consents, permissions and licenses required by any federal, state or local government or agency to which Recipient, the Property, or the Infrastructure Project is subject, which may be necessary in relation to this Agreement, development, construction or ownership of the Infrastructure Project, at or prior to the commencement of construction, have been, or will be, obtained, and none of such consents, permissions and licenses are subject to appeal or to conditions which have not been met.
5. Contractors and Subcontractor: For the performance of all construction work on the Project, Grantee agrees to use a licensed general contractor or contractors ("Contractor"), in good standing, in order to complete the work described in the grant application. The Grantee hereby certifies that the Contractor is in good standing with the California State Contractors' License Board. The Grantee shall only

contract with contractors who are licensed and shall ensure that the Contractor and any successor thereto shall only contract with subcontractors, that are also so licensed.

6. Contractor Insurance/Bond: Grantees shall be responsible for ensuring that any contractors/subcontractors hired for grant-funded work have all relevant bonds and insurance in place in compliance with prevailing wage and other applicable state and federal laws, the Department of Industrial Relations, and the Department of Consumer Affairs Contractors State License Board requirements.

Insurance:

a. Casualty Insurance

- i. The Contractor shall procure and maintain insurance on all of its operations with companies acceptable to the State as follows:
 - 1) The Contractor shall keep all insurance in full force and effect from the beginning of the work through contract acceptance.
 - 2) The Contractor shall maintain completed operations coverage with a carrier acceptable to the State through the expiration of the patent deficiency in construction statute of repose set forth in Code of Civil Procedure Section 337.1.

b. Workers' Compensation and Employer's Liability Insurance

- i. In accordance with Labor Code Section 1860, the Contractor shall secure the payment of worker's compensation in accordance with Labor Code Section 3700.
- ii. In accordance with Labor Code Section 1861, the Contractor shall submit to the Grantee the following certification before performing the work:
 - 1) I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.
- iii. Contract execution constitutes certification submittal.
- iv. The Contractor shall provide Employer's Liability Insurance in amounts not less than:
 - 1) \$1,000,000 for each accident for bodily injury by accident
 - 2) \$1,000,000 policy limit for bodily injury by disease
 - 3) \$1,000,000 for each employee for bodily injury by disease
- v. If there is an exposure of injury to the Contractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

c. General Liability Insurance

i. The Contractor shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability and property damage liability for the following limits and including coverage for:

- A. Premises, operations, and mobile equipment
- B. Products and completed operations
- C. Broad form property damage (including completed operations)
- D. Explosion, collapse, and underground hazards
- E. Personal injury
- F. Contractual liability

ii. The Contractor shall not require certified Small Business subcontractors to carry Liability Insurance that exceeds the limits in Section (d)(i), "Liability Limits/Additional Insureds," of these specifications. The maximum required Liability Insurance limits in Section (d)(i), "Liability Limits/Additional Insureds," of these specifications shall apply to certified Small Business subcontractors for work performed on the project, regardless of tier. The provisions of Section (d)(i), "Liability Limits/Additional Insureds," shall be included in all subcontracts for all tiers.

Public works construction projects, as defined in [Labor Code Section 1720 et seq.](#), must meet prevailing wage requirements. California law requires that workers are not paid less than the general prevailing rate of per diem wages on public works projects.

d. LIABILITY LIMITS/ADDITIONAL INSUREDS

i. The limits of liability shall be at least the amounts shown in the following table:

Construction Contract Amount ⁴	For Each Occurrence ¹	Aggregate for Products/ Completed Operation	General Aggregate ²	Umbrella or Excess Liability ³
≤\$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$5,000,000
>\$1,000,000 ≤\$15,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$10,000,000
>\$15,000,000 ≤\$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$15,000,000
>\$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$25,000,000

1. Combined single limit for bodily injury and property damage.
2. This limit shall apply separately to the Contractor's work under this contract.
3. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

"Construction Contract Amount" is the total amount of the construction contract all or a portion of which is funded with Building Forward Grant funds.

7. Delay: Grantee shall promptly notify the State Library in writing of any event causing delay or interruption of the project beyond the scheduled implementation plan timeline. The notice shall specify the work delayed and the cause and period of each delay.
8. Documentation: Grantees shall provide to the State Library photographic documentation of the project site prior to the start of the project, during the project, and upon completion of the project.
9. Grantee's Responsibility: Grantee and its representatives shall:
 - a. Faithfully and expeditiously perform or cause to be performed all project work as described in the application, timeline/activities, and budget submitted by the Grantee.
 - b. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in relation to the grant funds.
 - c. Comply with all applicable California laws and regulations.
 - d. Implement the project in accordance with applicable provisions of the law.
 - e. Fulfill their obligations under the Agreement and be responsible for the performance and completion of the project.
 - f. Follow all applicable local, state and/or federal laws pertaining to the expenditure of funds.

- g. Retain any bid, contracts, and any other pertinent documentation. Likewise, all local, state, and federal permits required for construction projects must be acquired by the grantee and retained for a period of five (5) years after the end of the grant period.
10. Inspection of the Project: The State Library shall have the right to inspect the project during the grant term. Grantee shall deliver to the State Library any inspection reports prepared, to the extent available to the Grantee. Inspection of the project shall be for the sole purpose of protecting the State of California's interest and is not to be construed as a representation by the State Library that there has been compliance with plans or that the project will be free of faulty materials or workmanship. The Grantee can make or cause to be made such other independent inspections as the Grantee may desire for its own protection.
11. Interest: Any interest earned on grant funds held by the Grantee shall be contributed to the ESCONDIDO PUBLIC LIBRARY - Escondido Public Library Project. Interest funds cannot be used as local matching funds.
12. Maintenance and Operation: The Grantee is responsible for ensuring that grant projects funded by the State of California are maintained and operated in the same condition as when the project was completed; normal wear and tear is accepted. Maintenance and operations standards should be adopted upon completion of the project.
13. Matching Funds: Per the Budget Act of 2021 (Chapter 69, Statutes of 2021, Item 6120-161-0001 1d) Grantees shall be required to match state funds on a dollar-for-dollar basis. The State Library may reduce the amount of required matching funds if the requesting local library jurisdiction can demonstrate that it is eligible and financially unable to provide the required matching funds. Upon receipt and assessment of a reduction request, the State Library may lower the match requirement, as follows:
- For each library with local operating include per capita (LIPC) of more than \$40, no reduction in local match is allowed
 - For reach library with an LIPC between \$40 and \$15.01, the local match may be reduced by half.
 - For each library with an LIPC of \$15 of less, the local match may be eliminated.
14. Permits, Licenses, Approvals, and Legal Obligations: Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project(s). Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations,

and ordinances. Grantee shall be prepared to provide copies of permits and approvals to the State Library should the State Library request copies.

15. Relationship of Parties: If applicable, Grantee is solely responsible for design, construction, and operation and maintenance of projects within the project application and implementation plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.
16. Use of Funds: Grantee agrees that the grant funds shall be expended only in accordance with the applicable statutes and Grant Guidelines governing the Program, and only for the purposes and activities set forth in this Agreement and the Grantee's approved outputs, budget, and implementation plan completed as part of the award packet documentation. The grant funds shall be used exclusively for the payment of, or reimbursement for, approved costs as shown in the project budget completed as part of the award packet documentation or the amended budget as approved in writing by the State Library. Such payment of costs to be made only after the costs have been incurred by the Grantee. "Approved Costs" shall mean all hard and soft eligible costs under the project (and modifications thereto), which were approved, or will be approved by the State Library, which are needed for the completion of the project, in accordance with application.
17. Use of site: The facility, or the part thereof, acquired, constructed, or remodeled, upgraded, or rehabilitated with funds received as part of the Building Forward grant program will be dedicated to public library service and used as a public library according to the Education Code, sections 18010 through 20092 and California Code of Regulations, Title 5, Division 2 and provide at least the following: an organized collection of printed or other library materials, or a combination thereof; paid staff; and regularly scheduled hours for being open to the public for a period of not less than 10 years following completion of the grant period.
18. Withdrawal of a Project: If it is determined by the grant recipient that a project cannot be completed within the scope of the approved application, the project may be withdrawn by the Grantee prior to the completion of fifty percent of the project. Upon withdrawal of a project, all unspent funding must be returned to the State Library along with a completed detailed expenditure form showing how any unreturned funds were spent.



EXHIBIT C: CERTIFICATION OF COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to implement this grant-funded project.

I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.

I certify that any or all other participants or contractors in the grant-funded project have agreed to the terms of the Award Agreement and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this project from the funds awarded for the activities and services described in the attached award packet, as approved and/or as amended by the California State Librarian.

I certify that I have reviewed and understand the list of unallowable costs and that my project does not contain any of the unallowable costs listed.

The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this project, to include the requirements listed below in this Certification of Compliance Form.

2. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount \$10,000,000. This award will fund library facility improvements as set forth in the list of approved outcomes, Implementation Plan and Budget as approved and/or as amended by the California State Librarian.
3. The authorized representative, on behalf of the Grantee, hereby certifies that City of Escondido will provide a cash match in the amount of \$0. The matching funds (if applicable) will be expended during the grant period at the same rate as the state-provided grant funds.

4. The authorized representative, on behalf of the Grantee, hereby certifies that the project property, or a part thereof, will be dedicated to public library services and used as a public library according to the Education Code, sections 18010 through 20092 and California Code of Regulations, Title 5, Division 2 and provide at least the following: an organized collection of printed or other library materials, or a combination thereof; paid staff; and regularly scheduled hours for being open to the public for a period of not less than 10 years following completion of the grant period.
5. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code § 12990 (a-f) and CCR, Title 2, Section 11102).
6. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq.*)

7. **CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code § 10410):

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

8. **LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).
9. **AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et. seq.*)
10. **RESOLUTION:** A county, city, district, or other local public body must provide the State Library with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
11. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.

12. DRUG FREE WORKPLACE:

- a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
- b. This includes but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

13. ACCESSIBILITY: The organization receiving this award, as listed in the certification section below, and all project staff, will ensure all project materials will meet California accessibility standards.

14. NON-DISCRIMINATION: The organization receiving this award, as listed in the certification section below, and all project staff, agree to comply with all California non-discrimination laws.

15. ACKNOWLEDGEMENT: The organization receiving this award, as listed in the certification section below, and all project staff, agree to comply with California State Library acknowledgement requirements.

Certification

ORGANIZATION	
Name: city of Escondido	Address (official and complete): 201 N. Broadway Escondido, CA 92025
PROJECT COORDINATOR	
Name: Joanna Axelrod	
Email: jaxelrod@escondido.org	Phone: 760-839-4871
GRANTEE AUTHORIZED REPRESENTATIVE	
Name: Joanna Axelrod	Title: Deputy City Manager
Email: jaxelrod@escondido.org	Phone: 760-839-4871
Signature: <small>DocuSigned by:</small> <i>Joanna Axelrod</i> <small>0A4221C4E841433...</small>	Date: 11/28/2022

Item 7.

Authorized Representative Signature

ORGANIZATION	
Name: City of Escondido	Address (official and complete): 201 N. Broadway Escondido, CA 92025
AUTHORIZED REPRESENTATIVE	
Signature: <small>DocuSigned by:</small> <i>Joanna Axelrod</i>	Date: 11/28/2022
Printed Name of Person Signing: Joanna Axelrod	Title: Deputy City Manager
STATE OF CALIFORNIA	
Agency Name: California State Library	Address: 900 N Street, Sacramento, CA 95814
Signature: <small>DocuSigned by:</small> <i>Greg Lucas</i>	Date: 3/9/2023
Printed Name of Person Signing: Greg Lucas	Title: California State Librarian



EXHIBIT D: STATE REIMBURSABLE TRAVEL EXPENSES

Rates are subject to change per State of California, Department of Human Resources Please Check State of California, Department of Human Resources Website for updated expenses:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Mileage: Rate subject to change	\$0.585 per mile – approved business/travel expense
Meals: Receipts are required	\$7.00 – Breakfast \$11.00 – Lunch \$23.00 – Dinner \$5.00 - Incidentals

Meals Note: Lunch can only be claimed if travel is more than 24 hours. Incidental charge may be claimed once for every 24-hour period and should cover incidental expenses, such as but not limited to, tip, baggage handling, etc.

Hotel: Receipts are required and MUST have a zero balance.	\$ 90.00 plus tax for all counties/cities not listed below \$ 95.00 plus tax for Napa, Riverside, and Sacramento Counties \$ 110.00 plus tax for Marin County \$ 120.00 plus tax for Los Angeles, Orange, and Ventura Counties, and Edwards AFB. Excluding the city of Santa Monica \$ 125.00 plus tax for Monterey and San Diego Counties \$ 140.00 plus tax for Alameda, San Mateo and Santa Clara Counties \$ 150.00 plus tax for the City of Santa Monica \$ 250.00 plus tax for San Francisco County Out of State: Prior authorization must be obtained, as well as three print-out hotel quotes. Actual receipt must be included with authorization and additional quotes.
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Hotel Note: If the above approved reimbursable hotel rates cannot be secured, please contact your grant monitor to obtain an excess lodging form. This form must be approved prior to actual travel.

Item 7.

AIRLINE TICKETS: Itinerary and receipts are required	Actual reasonable fees pertaining to airline travel will be reimbursed. Business, First Class, or Early Bird Check-in fee is not an approved reimbursable expense.
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November 1, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Annly Roman
Grants and Bureau Operations Manager
California State Library
900 N Street
Sacramento, CA 95814

**Building Forward
Round 1
Grant Monitor Checklist**

- Final Project Budget
- Final Project Implementation Plan
- Resolution from the grantee organization's governing body approving acceptance of grant funds and designating an Authorized Representative allowed to enter into agreements on behalf of the organization
- Grant Agreement and Certification of Compliance

If required based on specific project

- A letter from the grantee organization's Chief Financial Officer, Finance Director, or equivalent confirming availability of matching funds (Required for all grantees contributing local match funds.)
- A current facility lease with a term extending at least ten years after the end of the grant period. (Required for all projects involving leased buildings.)

All relevant documents received and approved by Kevin Webb.

DocuSigned by:
Kevin Webb
B1E45C1F15634E8...

Grant Monitor Signature

CALIFORNIA STATE LIBRARY

Infrastructure – Building Forward

Grant Award #: BF-1-21-019 **Date:** 11/28/2022

Invoice #: BF-1-21-019-01 **PO #:** 5346

Payee Name: City of Escondido
(Legal name of authorized agency to receive, disburse and account for funds*)

Complete Address: 201 N. Broadway Escondido, CA 92025
Street Address, City, State, Zip Code (Warrant will be mailed to this address)

Amount Claimed: \$5,000,000.00 **Type of Payment:**
Payable Upon Execution of Agreement PROGRESS

Grantee Name: City of Escondido FINAL
(Name on Award Letter and Agreement) IN FULL

Project Title: Escondido Public Library AUGMENT

For Period From: upon execution to end of grant period

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By DocuSigned by:
Joanna Axelrod
0A4221C4E841433...

(Signature of the Authorized Representative)

Joanna Axelrod

(Print Name)

Deputy City Manager

(Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at stategrants.fiscal@library.ca.gov.

If you are not using DocuSign electronic signature to submit your claim, please complete the following:

EMAIL A SCANNED COPY:
stategrants.fiscal@library.ca.gov

MAIL ONE ORIGINAL SIGNATURE TO:
California State Library
Fiscal Office –State Funded Programs
PO Box 942837
Sacramento, CA 94237-0001

State of California, State Library Fiscal Office

ENY: 2021
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000

ITEM NO: 6120-161-0001, Chapter 84, Statutes of 2021
REPORTING STRUCTURE: 61202000
PROGRAM #: 5312

By DocuSigned by:
Yesenia Castellon
1081351385FD493...

(State Library Representative)

Date 3/9/2023

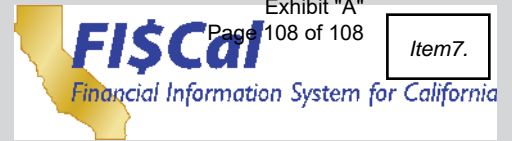
GOVERNMENT AGENCY TAXPAYER ID FORM

2000 Evergreen Street, Suite 215

Sacramento, CA 95815

www.fiscal.ca.gov

1-855-347-2250



The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name [text box]

Remit-To Address (Street or PO Box) [text box]

City [text box] State [text box] Zip Code+4 [text box]

Government Type: [checkbox] City [checkbox] County [checkbox] Special District [checkbox] Federal [checkbox] Other (Specify) [text box] Federal Employer Identification Number (FEIN) [text box]

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Table with 4 rows: Dept/Division/Unit Name, Complete Address

Contact Person [text box] Title [text box]

Phone number [text box] E-mail address [text box]

Signature [text box] Date [text box]



STAFF REPORT

January 24, 2024
File Number 0685-10

SUBJECT

REPEAL OF ORDINANCES ESTABLISHING AND IMPLEMENTING THE CITY'S SERVICES COMMUNITY FACILITIES DISTRICT 2020-1

DEPARTMENT

Development Services

RECOMMENDATION

Request the City Council introduce Ordinance No. 2024-02 rescinding and repealing previously enacted ordinances and resolutions as follows:

1. Resolution No. 2020-44 Formation of CFD 2020-1, authorizing formation of the Services CFD;
2. Ordinance No. 2020-10 authorizing Levy of Special Taxes for CFD 2020-1, the Citywide Services Community Facilities District ("Services CFD"); and
3. Ordinance No. 2020-24 authorizing the establishment of funding mechanisms to offset financial impacts to the City of new residential development, including community facilities service districts.

4.

Staff also recommend the City Council adopt Resolution No. 2024-12 authorizing the City Manager to execute a Settlement Agreement with San Diego Building Industry Association of San Diego County ("BIASD") to resolve litigation brought by the BIASD challenging the Services CFD and related City enactments.

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

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

FISCAL ANALYSIS

Prior to the City Council's adoption of Resolution No. 2023-156 on December 15, 2023, which based upon a new Fiscal Impact Analysis set levies for all residential development categories to \$0, the annual revenue from the Citywide Services CFD was approximately \$443,000 from 556 parcels. However, setting the levies to \$0 for this year leaves open the option for a future City Council to re-impose levies via the Services CFD. If (1) the City develops as projected by SANDAG; (2) all future residential development is included in the Services CFD; and (3) a levy similar to the one in place prior to December 13, 2023 is imposed by the City Council, then projected annual revenue would be approximately \$4.6



CITY of ESCONDIDO

STAFF REPORT

million. Enacting Ordinance 2024-02 will repeal the Services CFD and require reformation of a new CFD before any future levies could be imposed, resulting in no revenue from the Services CFD in the future.

The adoption of Ordinance No. 2024-02 and Resolution No. 2024-12 will settle pending litigation with the BIASD which both resolves a challenge to the lawfulness of the CFD but also includes a provision for all parties to waive the recovery of litigation costs and attorney’s fees against the City.

PREVIOUS ACTION

On January 15, 2020, the City Council adopted Resolution No. 2020-02 directing staff to prepare documents necessary for the formation of a Citywide Community Facilities District (the Services CFD).

On April 8, 2020, the City Council adopted Resolution Nos. 2020-24 and 2020-25 declaring its intent to establish Community Facilities District (“CFD”) No. 2020-1, a Citywide CFD.

On May 13, 2020, the City Council adopted Resolution No. 2020-44 (Attachment “4”) establishing Community Facilities District (“CFD”) No. 2020-1, a Citywide CFD. The City Council also considered, for the first time, Ordinance 2020-10 (Attachment “2”) authorizing levy of special taxes. This Ordinance was formally enacted at a subsequent City Council meeting.

On October 21, 2020, the City Council adopted Ordinance No. 2020-24 (Attachment “3”) which enacted Escondido Municipal Code § 6-457 (Other fees and exactions for public services) and § 6-434(g) which excluded such CFD fees and exactions from the City’s development fee procedures under Article 17.

On November 16, 2022, the City Council received an informational update concerning the Services CFD and directed staff to initiate another FIA of Future Development.

On August 9, 2023, the City Council adopted Resolution No. 2023-82, setting the Special Tax Levy for Community Facilities District No. 2020-1 (“Public Services CFD”) for Fiscal Year 2023/24. Adoption of this resolution was the most recent setting of the Services CFD levies.

On December 13, 2023, the City Council adopted Resolution No. 2023-156 setting all levies on properties in the Services CFD No. 2020-1 to \$0. The City Council also directed staff to bring forward for consideration an ordinance to repeal the Services CFD.

BACKGROUND

In November 2022, the City Council, based on public comments and an internal review of priorities and opportunities, directed staff to initiate another study of the fiscal impacts of development. Specifically, the City Council expressed concern about the reality of the future buildout projection used in the analysis, the negative impact on development that CFD levies might have, and the areas of the future General Fund budgets that would be funded (i.e., all the General Fund or the Public Safety departments



CITY of ESCONDIDO

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only). The Staff Report prepared for the City Council on December 13, 2023 that details the new Fiscal Impact study is attached to this report for reference as Attachment “1”.

The resulting Report for Fiscal Impact Analysis of Future Development (“FIA”) was further analyzed by staff with options for only funding Public Safety Departments with Services CFD revenues. This analysis produced eight options described in the attached Staff Report from December 13, 2023. City staff recommended, and the City Council unanimously chose, the option that would set all Services CFD levies to \$0.

The process of setting levies is completed annually, typically in August. The resetting of levies in December 2023, i.e., outside the regular cycle, is allowed by San Diego County for a small fee per parcel. Setting the levies to \$0 effectively eliminated them for this year, but did not necessarily eliminate the Services CFD into the future because a future City Council could impose Services CFD levies in any future annual cycle by simple resolution. With this possibility in mind, the City Council directed staff to prepare an ordinance repealing Ordinance No. 2020-10, Ordinance No. 2020-24, and Resolution No. 2020-44. Adoption of Ordinance No. 2024-02 will repeal these ordinances and resolution, thus preventing imposition of any future Citywide Services CFDs unless the City completes another Services CFD formation.

Repeal of the Services CFD will also lead directly to settlement of ongoing litigation between the City and the SDBIA. The BIASD litigation claims that the Services CFD violates certain California statutes and is inconsistent with state law. The City disputes those claims. The SDBIA litigation was brought shortly after the adoption of Ordinance No. 2020-24 in 2020, and was then tolled (i.e., temporarily suspended by mutual agreement of the parties). The tolling agreement has expired and the litigation is poised to restart absent resolution of the case by the parties. Repeal of the Services CFD will render the litigation moot. A settlement agreement between the City and BIASD is necessary to dismiss the litigation and specify the responsibility for each party’s legal costs. Resolution No. 2024-12 will authorize the City Manager to execute such a settlement agreement. A tentative draft version of the settlement agreement is attached to Resolution No. 2024-12 as Exhibit “A” and subject to final negotiations by the parties.

RECOMMENDATION

Staff recommend that the City Council introduce Ordinance No. 2024-02 repealing the Citywide Services CFD and that the City Council adopt Resolution No. 2024-12 authorizing the City Manager to execute a Settlement Agreement with the Building Industry Association of San Diego County.

ATTACHMENTS

- a. Attachment “1” December 13, 2023 Staff Report on Fiscal Impact Analysis of Future Development



CITY of ESCONDIDO

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- b. Attachment “2” Ordinance No. 2020-10 (adopted May 13, 2020 – ***under consideration for repeal***)
- c. Attachment “3” Ordinance No. 2020-24 (adopted October 21, 2020 – ***under consideration for repeal***)
- d. Attachment “4” Resolution No. 2020-44 (adopted May 13, 2020 – ***under consideration for repeal***)

RESOLUTIONS

- a. Resolution No. 2024-12
- b. Resolution No. 2024-12 - Exhibit “A” (Draft Settlement Agreement)

ORDINANCE

- a. Ordinance No. 2024-02



STAFF REPORT

December 13, 2023
File Number 0685-10

SUBJECT

FISCAL IMPACT ANALYSIS OF FUTURE DEVELOPMENT AND CONSIDERATION OF CHANGES TO THE CITY'S SERVICES COMMUNITY FACILITIES DISTRICT LEVIES

DEPARTMENT

Development Services

REQUEST

Request that the City Council receive and file the Fiscal Impact Analysis ("FIA") of Future Development. Additionally, staff recommends the City Council adopt Resolution No. 2023-156 amending the previously set levy of special taxes ("levy" or "levies") for the City's Services Community Facilities District ("Services CFD"). Multiple options are presented in this report and will be presented at the City Council meeting for the City Council's consideration.

Staff recommend that the City Council adopt the resolution and select "Option H" from among the presented options. This option will eliminate the existing levies by setting all of them to \$0 per unit per year for all residential housing types (Single Family – Large Lot, Single Family – Small Lot, Townhomes, and Apartments/Condos).

The draft resolution includes several other options that the City Council could select. More information regarding these options and the FIA results can be found in the "Background" section of this report. A summary of the options follows:

1. "Option A" is to take no action and leave the Services CFD levies as they were set on August 9, 2023 by the City Council via Resolution 2023-82. The City Council would then reconsider the levies in August 2024 as part of the annual levy setting process. This option is not recommended by staff because it would ignore the analysis of the FIA and would therefore not account for the changes that have occurred since the original Services CFD was analyzed, including increases in projected property tax revenue and the number of anticipated future developed units.
2. "Options B, C, and D" would set no levies for Single Family – Large Lot and Single Family – Small Lot because these two residential development types were found to have a net positive fiscal impact. Levies would be set for Townhomes and Apartments/Condos, with the cost of Affordable Housing recovered via increased levies to Townhomes and Apartments/Condos. The three options would each fund: ("Option B") all projected General Fund needs, including Public Safety Target Service Levels; ("Option C") only Public Safety Departments (i.e., Police Department and Fire Departments), including Public Safety Target Service Levels; or ("Option D") only Public Safety Departments, *not* including Public Safety Target Service Levels. "Option B" is the baseline recommendation of the FIA study because the study assumes that the City



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Council will set policy to recover the costs of services to Affordable Housing. These options are not recommended by staff because the policy of distributing the cost of service for Affordable Housing to other categories of housing would raise questions about the fairness of such a policy. An attempt to collect levies from Affordable Housing would run counter the City Council past practice of incentivizing Affordable Housing by exempting development with affordable units from the Services CFD. Additionally, the levy in "Option B" for Apartments/Condos is in excess of those allowed under the current CFD Ordinance.

3. "Options E, F, and G" would set no levies for Single Family – Large Lot and Single Family – Small Lot because these two residential development types were found to have a net positive fiscal impact. Levies would be set for Townhomes and Apartments/Condos, *without* the cost of Affordable Housing being recovered. The three options would each fund: ("Option E") all projected General Fund needs, including Public Safety Target Service Levels; ("Option F") only Public Safety Departments, including Public Safety Target Service Levels; or ("Option G") only Public Safety Departments, *not* including Public Safety Target Service Levels. These options are not recommended by staff. "Option E" will not bring the City's Services CFD into better alignment with other North County cities' CFDs, and "Options F and G" would set levies that are too low to recover a meaningful amount of revenue in excess of the City's cost of administration.
4. "Option H" would set the levies to \$0 per unit per year, effectively eliminating the Services CFD through at least August 2024. As described earlier, this option is recommended. The City Council may, at its discretion, direct staff to prepare a draft Ordinance for consideration to repeal Ordinance 2020-10, which authorized the levy of special taxes.

Staff Recommendation: Receive and File FIA and adopt Resolution No. 2023-156, selecting "Option H". (Development Services: Christopher W. McKinney, Interim Director of Development Services)

Presenter: Christopher W. McKinney, Interim Director of Development Services

FISCAL ANALYSIS

Since the existing Services CFD was created in 2020, revenues from the CFD have grown from approximately \$134,000 at 216 parcels in FY 2022 to a projected amount of \$443,000 at 556 parcels in the current fiscal year. If the City develops residential properties as predicted by the San Diego Association of Governments ("SANDAG") projection by 2050, the existing Services CFD is projected to generate approximately \$4.6 million annually in revenue in today's dollars, assuming the City Council updates the CFD levies periodically to adjust for inflation. The projected annual revenue via the Services CFD in 2050, in today's dollars and assuming periodic inflationary increases for each option presented in this report, is as follows:

Option A:	\$4.6 million
Option B:	\$4.5 million
Option C:	\$1.8 million
Option D:	\$1.1 million



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Option E:	\$2.3 million
Option F:	\$0.5 million
Option G:	Less than \$0.1 million
Option H:	\$0

These projected annual revenues assume that approximately 5,560 housing units have been constructed by 2050.

The revenues in the intervening years until 2050 will depend on the pace of residential development in the City. Assuming a constant rate of development, the revenues earned via the Services CFD would rise linearly from the present to the projected 2050 levels. If any option other than Option A (Options that change the levies) is chosen, the City will be subject to a fee of \$8,340 (\$15 per parcel) for the changes.

PREVIOUS ACTION

On January 15, 2020, the City Council adopted Resolution No. 2020-02 directing staff to prepare documents necessary for the formation of a Citywide Community Facilities District (the Services CFD).

On April 8, 2020, the City Council adopted Resolution Nos. 2020-24 and 2020-25 declaring its intent to establish Community Facilities District ("CFD") No. 2020-1, a Citywide CFD.

On May 13, 2020, the City Council adopted Resolution No. 2020-44 establishing Community Facilities District ("CFD") No. 2020-1, a Citywide CFD. The City Council also considered, for the first time, Ordinance 2020-10 authorizing levy of special taxes. This Ordinance was formally adopted at a subsequent City Council meeting.

On November 16, 2022, the City Council received an informational update concerning the Services CFD and directed staff to initiate another FIA of Future Development.

On August 9, 2023, the City Council adopted Resolution 2023-82, setting the Special Tax Levy for Community Facilities District No. 2020-1 ("Public Services CFD") for Fiscal Year 2023/24. Adoption of this resolution was the most recent setting of the Services CFD levies.

BACKGROUND

In November 2022, the City Council, based on public comments and an internal review of priorities and opportunities, directed staff to initiate another study of the fiscal impacts of development. Specifically, the City Council expressed concern about the reality of the future buildout projection used in the analysis, the negative impact on development that CFD levies might have, and the areas of the future General Fund budgets that would be funded (i.e., all the General Fund or the Public Safety departments only).

The City contracted with NBS, based in Temecula, CA, to complete the Report for Fiscal Impact Analysis of Future Development. A copy of the Fiscal Impact Analysis is attached to this Resolution as Attachment



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"1". Based on feedback from the City Council and stakeholders, NBS performed the study with several differences in underlying assumption and methodology, which are summarized below:

1. The new study examined costs assuming General Plan and SANDAG buildout projections for the City, including an assumption that future development will include larger numbers of multi-family units and fewer single-family residential ("SFR").
2. The previous study focused on the *unit costs* of each development type (i.e., Large-lot SFR, small-lot SFR, Townhomes, and Apartments/Condos). Since SFR unit types are expected to be smaller in number than the other types in the final buildout, their impact on the cost to the City of their development was larger compared to the new study with its projection of fewer SFR units.
3. The new study includes consideration of unbudgeted needs to bring staffing levels in the Public Safety departments of the General Fund up to "Target Service Levels." If adopted by the City Council, some options for levies include funding to not only meet the funding needs to provide service to future new development residents, but also to correct existing deficiencies in the Public Safety Departments.
4. The new study scaled expenditures by a "Demand Adjustment %" to account for the fact that a certain percentage increase in the population will not cause the same % increase in cost. For City Services related to Public Safety, Public Works, and Development Services, these percentages are high because increased population translates to a similar increase in costs. The Demand Adjustment for these services is high (as high as 95%). For governmental services (e.g., Clerk, Finance Department), the staff and resources needed to provide these services in a larger City do not grow in proportion with the population, so the Demand Adjustment for these Departments is smaller (~50%).
5. The study updated projected property tax revenues to reflect property value increases since the original FIA completed in 2019 and the FIA completed earlier in 2023.

SUMMARY OF THE REPORT RESULTS

The report first estimates the number of additional persons to be receiving services from the City in 2050, based on SANDAG projections of population growth. "Employee population" does not refer specifically to employees of the City government, but it refers to all persons employed within the City while living outside the City. The report assumes that the cost to provide services to each such person is approximately half of the cost to provide services to a resident of the City. Tables 1 through 3 of the report show that by 2050, the effective increase in the number of people receiving City services will be about 28,000 people.



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Revenue Projections

Section 3 of the report estimates the increased revenue projected for the City as a result of new development through 2050, primarily through property taxes and sale taxes. This analysis examines the allocation of housing over various income categories and housing types (Tables 4 through 7), recognizing that low-income units (i.e., Affordable Housing) will be exempt from certain property taxes.

Further calculations estimate the property taxes to be realized by the City from the different categories of residential development, using valuation estimates based on property values in September 2023, and adjusting for reductions in taxes that can be collected on properties in the former Redevelopment Project Area ("RDA Zone") through 2035 (Tables 8 through 15). Similar calculations estimate property tax revenue projected from future non-residential development (e.g., commercial and industrial development), property tax in lieu of Vehicle Licensing Fees ("VLF"), and other taxes related to the sale and transfer of property (Tables 16 through 24).

The report then projects sales tax revenue to be realized from new residents and those employed within the City but living elsewhere. Some notable assumption from these calculations include: 1. The median home price to income ratio is 8.54, according to the 2021 State of the Nation's Housing Report by the Joint Center for Housing Studies of Harvard University ("Harvard Study"); 2. The average household income of residents of Affordable Housing is 60% of income of residents of apartments and condos; and 3. Approximately 19% of income is spent on Taxable Retail Sales. The analysis also assumed that 60% of the spending by non-residents who are employed in the City is subject to sales tax within the City (Tables 25 through 28).

The report also summarizes other projected City revenue, including permitting fees and charges for services (Tables 29 through 31). In summary, the total projected annual revenue from new development is projected to be approximately \$30.6 million, with \$16.7 million from sales taxes and \$8.2 million from property taxes. Using data from the previously described revenue analysis, these projected future revenues are allocated across the development types, with the majority - \$21.8 million - allocated to commercial property, and \$4.3 million allocated to Apartments/Condos - the largest allocation to a residential property type (Table 33).

Expense Projections

In analyzing the projected expenses, the report first focuses on the current expenses by applying the Demand Adjustment Percentages previously described for each department to the estimated FY 2023 expenses, leading to an adjusted annual expense of \$116.0 million. Applying this figure to the approximately 181,000 people served, yielding an expense per person of \$641 (Table 34 through 36).

The analysis then delves into Target Service Levels for the Police and Fire Departments. The Target Sworn Police Ratio is 1.30 per 1,000 persons served, compared to the actual ratio of 1.06. To meet its Target Sworn Police Ratio and provide a target level of Police Services to all future residents, the City would



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require an additional 37 sworn Police Officers, with the portion of the cost of these Officers being \$850,000 annually. (Tables 37 through 39).

Similar Target Service Levels are analyzed for the Fire Department, though the method used is not a target number of employees per 1,000 persons served. Instead, the Fire Department provided an additional 25 positions needed to achieve target service levels, with eight of these positions being Emergency Medical Technicians. Using similar calculations to those used to calculate the cost of achieving target service levels for the Police Department, the cost achieving these service levels for the Fire Department is \$383,000 (Tables 40 and 41).

The projected Target Service Level expenditures are combined with the projected overall expenditure to yield at total future expenditure of \$19.0 million. These expenditures are distributed across the various development types, using assumption about occupancy of the various residential types. For example, it is assumed that newly developed Single-Family and Small Lot Single-Family have 2.49 persons per unit, while new development Townhomes and Apartment/Condos have 2.06 persons per unit, maintaining the current MFR/SFR persons per unit ratio in the City of 0.83. Applying these assumptions to the number of assumed units, and assumption about the number of employees served by commercial and industrial development allows for allocation of the future expenditure to each development type (Tables 42 and 43). The highest allocated expenditures are to Commercial development and Apartments/Condos with \$6.0 million and \$6.5 million annually, respectively.

Fiscal Impact

With projected revenues and expenses allocated to each development type, the fiscal impact of each can be estimated (Table 45). The table makes clear that future residential development, when taken separately from commercial and industrial development, results in more expenditures to provide services to new residents than these new residents contribute in revenue (e.g., sales tax, property tax, other fees). However, closer examination of the different residential property development types reveals significant differences in the impacts, with large-lot single family residential and small-lot single family residential generating more revenue than expenses. All other residential property types (Townhomes, Apartments/Condos, and Affordable Housing) are projected to generate less revenue than future expenses.

The study concludes with a recommendation for the CFD levies of "Option B". However, staff are not recommending "Option B", primarily because it distributes the fiscal impact of Affordable Housing to other housing categories. The levy amounts in all other options are calculated by staff based on the data produced in the FIA report.



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TABLES SHOWING OPTIONS FOR ADJUSTMENTS TO THE EXISTING SERVICES CFD LEVIES

The table on the following page shows the existing levies set by the City Council on August 9, 2023, and the projected revenue in 2050 if the anticipated number of units are constructed. These levies were set during the County's typical cycle of setting levies that appear on property owners' property tax bill. The deadline for setting levies in each fiscal year (FY) is August 10 of the year (about six weeks into the FY). Agencies may adjust levies at any time during the FY, *as long as levies are reduced*. The County charges a fee for these "out of cycle" changes of \$15 per parcel. There are presently 556 parcels in the Services CFD, resulting in a total fee to be paid to the County by the City of \$8,340. "Option A" would retain these levies.

"OPTION A" - DO NOT CHANGE FY 2024 SERVICES CFD LEVIES SET BY ADOPTION OF RESOLUTION 2023-82 ON AUGUST 9, 2023

Land Use Category	Type	Density	Existing Levy	Anticipated Number of Units	Projected Revenue in 2050 (2020 \$)
1	Large Lot SF	Less than 5.5 DU/Acre	\$575	658	\$378,475
2	Small Lot SF	5.5 to less than 18 DU/Acre	\$797	280	\$223,252
3	Townhomes	18.0 to less than 30 DU/Acre	\$778	471	\$366,443
4	Apartments/Condos	30 DU/Acre or Greater	\$840	4,348	\$3,653,407
TOTAL				5,757	\$4,621,577

Tables reflecting the optional levies of "Option B", "Option C", and "Option D" can be found in the attached draft Resolution 2023-156.

Tables reflecting the option levies of "Option E", "Option F", and "Option G", with additional information for each, can be found on the following pages.



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FY 2024 SERVICES CFD LEVIES

"OPTION E" - GENERAL FUND, WITH TARGET SERVICE LEVELS FOR SAFETY

Land Use Category	Type	Density	Optional Levy	Anticipated Number of Units	Projected Revenue in 2050 (2020 \$)	Change from Existing Levy
1	Large Lot SF	Less than 5.5 DU/Acre	\$0	635	\$0	-\$575
2	Small Lot SF	5.5 to less than 18 DU/Acre	\$0	270	\$0	-\$797
3	Townhomes	18.0 to less than 30 DU/Acre	\$299	455	\$136,045	-\$479
4	Apartments/Condos	30 DU/Acre or Greater	\$525	4,197	\$2,203,425	-\$315
			TOTAL	5,557	\$2,339,470	

“Option E” would collect no revenue from Single Family Residential units (Large- and Small-Lot) because these development types were shown to have a net positive fiscal impact in the updated FIA. Existing levies would be decreased by 62% for Townhomes and by 38% for Apartments/Condos. These reductions reflect that this option does not recover the fiscal impact of Affordable Housing, but it does recover the impact of Townhomes and Apartments/Condos for all General Fund impacts, totaling \$2.3 million annually. This option would *not* bring the Services CFD into alignment with other North County CFDs, which fund only Public Safety costs.



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FY 2024 SERVICES CFD LEVIES

"OPTION F" - PUBLIC SAFETY DEPARTMENTS ONLY, WITH TARGET SERVICE LEVELS

Land Use Category	Type	Density	Optional Levy	Anticipated Number of Units	Projected Revenue in 2050 (2020 \$)	Change from Existing Levy
1	Large Lot SF	Less than 5.5 DU/Acre	\$0	635	\$0	-\$575
2	Small Lot SF	5.5 to less than 18 DU/Acre	\$0	270	\$0	-\$797
3	Townhomes	18.0 to less than 30 DU/Acre	\$0	455	\$0	-\$778
4	Apartments/Condos	30 DU/Acre or Greater	\$120	4,197	\$503,640	-\$720
TOTAL				5,557	\$503,640	

"Option F" would collect no revenue from Single Family Residential units because these development types were shown to have a net positive fiscal impact in the updated FIA. Additionally, no levy would be assessed on Townhomes. The reduction in projected negative fiscal impact of this option, because it funds only Public Safety Departments (with Target Service Levels), results in a net-positive fiscal impact for Townhomes. Existing levies would be decreased by 85% for Apartments/Condos. This option does not recover the fiscal impact of Affordable Housing, and it recovers the impact of Apartments/Condos for only Public Safety Department fiscal impacts, totaling \$0.5 million annually. This projected net revenue in 25 years would not be realized at present, with only about 1/10th of the number of units in the CFD at present. Therefore, the administration cost of the CFD would likely exceed its revenue for several years. This option would bring the Services CFD into alignment with other North County CFDs.

The drastic percentage increases in the proposed levies for this option can be explained by examining the overall negative fiscal impacts of each development type. The net impact of each individual type is relatively small compared to net impact of all development, so the changes to the net impact (e.g., by removing all General Fund impacts excepting Public Safety) can result in large reductions, or even elimination, of the negative impact of an individual development type.



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FY 2024 SERVICES CFD LEVIES

"OPTION G" - PUBLIC SAFETY DEPARTMENTS ONLY, WITHOUT TARGET SERVICE LEVELS

Land Use Category	Type	Density	Optional Levy	Anticipated Number of Units	Projected Revenue in 2050 (2020 \$)	Change from Existing Levy
1	Large Lot SF	Less than 5.5 DU/Acre	\$0	635	\$0	-\$575
2	Small Lot SF	5.5 to less than 18 DU/Acre	\$0	270	\$0	-\$797
3	Townhomes	18.0 to less than 30 DU/Acre	\$0	455	\$0	-\$778
4	Apartments/Condos	30 DU/Acre or Greater	\$20	4,197	\$83,940	-\$820
TOTAL				5,557	\$83,940	

"Option G" would collect no revenue from Single Family Residential units and Townhomes because these development types were shown to have a net positive fiscal impact (see discussion of "Option F"). This option further reduces the impacts addressed by the Services CFD by eliminating Target Service Level funding. Existing levies would be decreased by 98% for Apartments/Condos, to a mere \$20 per unit per year. This option does not recover the fiscal impact of Affordable Housing, and it recovers the impact of Apartments/Condos, totaling less than \$0.1 million annually. This option would bring the Services CFD into alignment with other North County CFDs. The administration cost of the CFD would never be recovered by the revenues generated.



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FY 2024 SERVICES CFD LEVIES

"OPTION H" - SET CFD LEVIES TO \$0 FOR ALL CATEGORIES

Land Use Category	Type	Density	Optional Levy	Anticipated Number of Units	Projected Revenue in 2050 (2020 \$)	Change from Existing Levy
1	Large Lot SF	Less than 5.5 DU/Acre	\$0	635	\$0	-\$575
2	Small Lot SF	5.5 to less than 18 DU/Acre	\$0	270	\$0	-\$797
3	Townhomes	18.0 to less than 30 DU/Acre	\$0	455	\$0	-\$778
4	Apartments/Condos	30 DU/Acre or Greater	\$0	4,197	\$0	-\$840
TOTAL				5,557	\$0	

"Option H" is a very simple option which proposes to set all Services CFD levies to \$0 per unit per year. If the City Council desires to limit the Services CFD to the fiscal impacts of development for Public Safety Departments only, the recent increases in projected property tax revenue – coupled with a low expenditure per capita on services when compared to other cities in San Diego County – lead to dwindling benefit from, and indeed a dwindling need for, continued Services CFD levies.

If the City Council chooses "Option H", they may also consider directing staff to prepare a draft Ordinance that would repeal Ordinance 2020-10, thus formally eliminating the Services CFD. If the levies are set to \$0, but Ordinance 2020-10 is not repealed, the City Council could choose to enact Services CFD levies by simple resolution at any point in the future.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution 2023-156 with "Option H", setting all Services CFD levies to \$0. Staff also request City Council provide direction concerning preparation of a draft Ordinance that would repeal Ordinance 2020-10.

ATTACHMENTS

- a. Attachment "1" Report on Fiscal Impact Analysis of Future Development

RESOLUTIONS

- a. Resolution No. 2023-156
- b. Resolution No. 2023-156 Exhibit "A"

ORDINANCE NO. 2020-10

ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ESCONDIDO, CALIFORNIA ACTING IN
ITS CAPACITY AS THE LEGISLATIVE BODY OF
COMMUNITY FACILITIES DISTRICT NO. 2020-1
OF THE CITY OF ESCONDIDO (SERVICES)
AUTHORIZING THE LEVY OF SPECIAL TAXES

WHEREAS, on April 8, 2020, the City Council (the "City Council") of the City of Escondido (the "City") adopted Resolution No. 2020-24 (the "Resolution of Intention") declaring its intention to form Community Facilities District No. 2020-1 of the City of Escondido (Services) (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, comprising Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act"), and designating a Future Annexation Area (as defined in the Resolution of Intention) thereof; and

WHEREAS, on May 13, 2020, after providing all notice required by the Act, the City Council conducted a noticed public hearing required by the Act relative to the proposed formation of the District and the proposed levy of a special tax therein to finance certain services described in Resolution No. 2020-44 (the "Resolution of Formation"); and

WHEREAS, at the May 13, 2020 public hearing, all persons desiring to be heard on all matters pertaining to the formation of the District, the designation of the Future Annexation Area and the proposed levy of the special tax to finance the services described in the Resolution of Intention were heard and a full and fair hearing was held; and

WHEREAS, on May 13, 2020, the City Council adopted the Resolution of Formation which formed the District, established the Future Annexation Area and called a special election within the District on May 13, 2020, on two propositions relating to the

levy of a special tax within the District and the establishment of an appropriations limit within the District; and

WHEREAS, on May 13, 2020, a special election was held within the District at which the qualified electors approved by more than a two-thirds vote Propositions A and B authorizing the levy of a special tax within the District for the purposes described in Resolution of Formation and establishing an appropriations limit for the District.

BE IT ORDAINED, by the City Council of the City of Escondido that:

SECTION 1. The above recitals are all true and correct.

SECTION 2. By the passage of this Ordinance, the City Council authorizes and levies special taxes within the District pursuant to Sections 53328 and 53340 of the Act at the rates and in accordance with the rate and method of apportionment set forth in Attachment C to the Resolution of Intention, which is incorporated by reference herein (the "Rate and Method"). The special taxes are hereby levied commencing in the fiscal year specified in the Rate and Method and in each fiscal year thereafter until payment of all costs of the services authorized to be financed by the District, and payment of all costs of administering the District.

SECTION 3. Each of the Mayor, the City Manager, or their written designees (each, an "Authorized Officer"), acting alone, is hereby authorized and directed each fiscal year to determine the specific special tax rates and amounts to be levied in such fiscal year on each parcel of real property within the District, in the manner and as provided in the Rate and Method. The special tax rate levied on a parcel pursuant to the Rate and Method shall not exceed the maximum rate set forth in the Rate and Method for such parcel, but the special tax may be levied at a lower rate. Each Authorized Officer is hereby

authorized and directed to provide all necessary information to the Treasurer-Tax Collector of the County of San Diego and to otherwise take all actions necessary in order to effect proper billing and collection of the special tax, so that the special tax shall be levied and collected in sufficient amounts and at times necessary to satisfy the financial obligations of the District in each fiscal year.

SECTION 4. Properties or entities of the state, federal or other local governments shall be exempt from the special tax, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act and Section D of the Rate and Method. No other properties or entities are exempt from the special tax unless the properties or entities are expressly exempted in the Resolution of Formation or in a resolution of consideration to levy a new special tax or special taxes or to alter the rate or method of apportionment or an existing special tax as provided in Section 53334 of the Act.

SECTION 5. All of the collections of the special tax shall be used as provided for in the Act, the Rate and Method and the Resolution of Formation.

SECTION 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ad valorem taxes (which such procedures include the exercise of all rights and remedies permitted by law to make corrections, including, but not limited to, the issuance of amended or supplemental tax bills), as such procedure may be modified by law or by this City Council from time to time.

SECTION 7. The Mayor of the City shall sign this Ordinance and the City Clerk or Deputy City Clerk (referred to herein as the "City Clerk") shall attest to the Mayor's

signature and then cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City of Escondido.

SECTION 8. The specific authorization for adoption of this Ordinance is pursuant to the provisions of Section 53340 of the Act.

SECTION 9. The City Clerk is hereby authorized to transmit a certified copy of this ordinance to the Treasurer-Tax Collector of the County of San Diego, and to perform all other acts which are required by the Act, this Ordinance or by law in order to accomplish the purpose of this Ordinance.

SECTION 10. A full reading of this Ordinance is dispensed with prior to its final passage, a written or printed copy having been available to the City Council and the public a day prior to its final passage.

SECTION 11. This Ordinance shall take effect thirty days after its final passage.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof this 3rd day of June, 2020 by the following vote to wit:

AYES : Councilmembers: DIAZ, MARTINEZ, MORASCO, MCNAMARA

NOES : Councilmembers: NONE

VACANT : Councilmembers: DISTRICT 2

APPROVED:

DocuSigned by:
Paul McNamara
CAACE20782954D3...
PAUL MCNAMARA, 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. 2020-10 passed at a regular meeting of the City Council of the City of Escondido held on the 3rd day of June, 2020, after having been read at the regular meeting of said City Council held on the 13th day of May, 2020.

DocuSigned by:
Zack Beck
A58535D0BDC1430...
ZACK BECK, City Clerk of the
City of Escondido, California

ORDINANCE NO. 2020-10

ORDINANCE NO. 2020-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING ARTICLE 17 (DEVELOPMENT FEE PROCEDURES) AND ARTICLE 18B (PUBLIC FACILITY DEVELOPMENT FEE) OF CHAPTER 6 OF THE ESCONDIDO MUNICIPAL CODE TO ACKNOWLEDGE CITY'S AUTHORITY REGARDING FUNDING MECHANISMS FOR PUBLIC SERVICES REQUIRED FOR DEVELOPMENT PROJECTS

WHEREAS, the City of Escondido's ("City") authority to require fees or other exactions to offset impacts to ongoing municipal services required for development projects is generally derived from the City's powers pursuant to Article XI, Section 7 of the California Constitution; and

WHEREAS, California statutes also provide authority for the City to require such fees or other exactions in relation to development projects, including but not limited to Government Code Section 37112 (acts necessary or proper to carry out governmental duties) and Government Code Section 66000 et seq. (the Mitigation Fee Act); and

WHEREAS, the City has the authority to create community facilities, assessment, or service districts to offset impacts to ongoing municipal services pursuant to other California statutes, including but not limited to the Mello-Roos Community Facilities District Act, the Improvement Act of 1911, the Municipal Improvement Act of 1913, the Improvement Bond Act of 1915, the Landscaping and Lighting Act of 1972, the Benefit Assessment Act of 1982, and the Parking and Business Improvement Area Law of 1989; and

WHEREAS, the City's General Plan, including its Policies related to Public Facility Financing, Public Facility Deficiencies, Complete Streets, Fire Protection, Police Services, and Parks and Recreation, requires new development to contribute fees or establish other funding mechanisms so that the City can adequately operate and maintain municipal facilities and equipment and ensure ongoing levels of municipal services; and

WHEREAS, Article 17 of Chapter 6 of the Escondido Municipal Code concerns "development fees," which are defined as "any monetary exaction imposed as a condition of or in connection with approval of a development project for the purpose of defraying all or a portion of the cost of capital improvements related to the development project"; and

WHEREAS, Article 18B of Chapter 6 of the Escondido Municipal Code concerns "public facility fees," which are defined as "a monetary exaction imposed as a condition of development approval in connection with a residential or nonresidential development project in order to fund and to assure the provision of public facility improvements needed to serve such development at established city service level standards within a reasonable period of time"; and

WHEREAS, Article 18B of Chapter 6 of the Escondido Municipal Code defines "public facilities" as "the construction and equipping of public facilities including, but not limited to, police stations, fire stations, public libraries, senior centers, maintenance yard site, administrative space, and other public facility improvement needs related to projected residential and nonresidential development"; and

WHEREAS, Article 17 and Article 18B do not expressly address fees or other exactions for municipal services (apart from public facilities or capital improvements) required for development projects in the City; and

WHEREAS, on June 12, 2019, the City Council directed staff to investigate all options to address the City's general fund budget deficit; and

WHEREAS, on January 15, 2020, the City Council was provided with the results of the Keyser Marston Fiscal Impact Analysis, which concluded that the cost to provide municipal services to new residential developments exceeded revenues by \$536 to \$783 for each new residential unit per year; and

WHEREAS, on January 15, 2020, the City Council adopted Resolution No. 2020-2, directing staff to prepare documents necessary to consider the formation of a Community Facilities District ("CFD") to offset ongoing costs of municipal services resulting from new development; and

WHEREAS, on April 8, 2020, the City Council adopted Resolution No. 2020-24, which included a Resolution of Intention to Establish Community Facilities District No. 2020-1 of the City of Escondido to fund municipal services required for new development ("Services CFD"), and the setting of a public hearing date of May 13, 2020, for the City Council to consider approving the Services CFD; and

WHEREAS, on May 13, 2020, after the City Council held a properly noticed public hearing, the City Council adopted Resolution No. 2020-44 to approve and establish the Services CFD, which created a CFD funding mechanism by which development projects can offset impacts to municipal services required for the projects; and

WHEREAS, should a development project not be subject to the Services CFD, the City desires to continue its policy of ensuring that the development project otherwise offsets its impacts to municipal services required for the project through the payment of other lawful fees or exactions; and

WHEREAS, pursuant to its continued efforts to address the City's general fund budget deficit and to act in the best interests of the City's residents and taxpayers, the City desires to reaffirm its policy for development projects to offset the impacts to municipal services required for such projects; and

WHEREAS, the aforementioned fiscal policies for development projects are necessary and proper in relation to the City providing ongoing municipal services; and

WHEREAS, the City Council desires to amend the Escondido Municipal Code to reaffirm the City's aforementioned fiscal policies for development projects.

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

SECTION 1. That the foregoing recitals are true and correct.

SECTION 2. That a properly noticed public hearing on this matter has been held before the City Council.

SECTION 3. That the City Council has duly reviewed and considered all evidence submitted in association with the public hearing for this Ordinance, including, without limitation, written information; oral testimony from City staff, interested parties, and the public; the concurrently provided Staff Report, which along with its attachments

is incorporated herein by this reference as though fully set forth herein; and additional information submitted during the public hearing.

SECTION 4. That Article 18B of Chapter of the Escondido Municipal Code be amended to insert a new Section 6-457, which shall read as follows:

Sec. 6-457. Other Fees and Exactions for Public Services.

(a) In addition to the fees set forth in this article, the City may condition the issuance of a grading permit, construction permit, building permit, or other development entitlement for a development project on the establishment of a funding mechanism to offset the impacts to additional ongoing public services required for such project. The funding mechanism may consist of:

- (1) the imposition of an exaction or fee otherwise authorized by the Escondido Municipal Code, the Mitigation Fee Act, or other applicable local, state, or federal law; or
- (2) the participation of the subject real property in a community facilities, assessment, or service district ("district") organized and adopted by the City in accordance with local, state, or federal law; or
- (3) the execution of an irrevocable offer to annex into a district upon formation of the same if a district has not yet been organized and adopted but the need for which has been identified.

(b) A district referred to in this section may include, but shall not be limited to, those organized pursuant to the Mello-Roos Community Facilities District Act, the Improvement Act of 1911, the Municipal Improvement Act of 1913, the Improvement Bond Act of 1915, the Landscaping and Lighting Act of 1972, the Benefit Assessment Act of 1982, the Parking and Business Improvement Area Law of 1989, or any other district formed pursuant to the City's authority or otherwise provided for by applicable law.

SECTION 5. That Section 6-434 (Exemptions) of Article 17 of Chapter 6 of the Escondido Municipal Code be amended to read as follows:

Sec. 6-434. Exemptions.

The provisions of this chapter do not apply to:

- (a) Taxes or special assessments levied by the city;
- (b) Fees for processing development applications or approvals;
- (c) Fees for enforcement of or inspections pursuant to regulatory ordinances;
- (d) Fees collected under development agreements adopted pursuant to California Government Code section 65864 et seq.;

(e) Fees collected pursuant to California Government Code section 66477 as money in lieu of park land dedication;

(f) Fees imposed pursuant to a reimbursement agreement by and between the city and a property owner or developer for that portion of the cost of a capital improvement paid by the property owner or developer which exceeds the need for the capital improvement created by the development; or

(g) Fees and exactions for public services referenced in Escondido Municipal Code section 6-457.

SECTION 6. 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 7. That as of the effective date of this Ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 8. That the City Clerk is hereby directed to certify to the passage of this Ordinance and to cause the same or a summary to be prepared in accordance with Government Code Section 36933, to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

Attachment "3"

Item 8.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof this 21st day of October, 2020 by the following vote to wit:

AYES : Councilmembers: DIAZ, MARTINEZ, MCNAMARA

NOES : Councilmembers: MORASCO

VACANT : Councilmembers: DISTRICT 2

APPROVED:

DocuSigned by:
Paul McNamara
CAACE20782954D3...
PAUL MCNAMARA, 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. 2020-24 passed at a regular meeting of the City Council of the City of Escondido held on the 21st day of October, 2020, after having been read at the regular meeting of said City Council held on the 23rd day of September, 2020.

DocuSigned by:
Zack Beck
A58535D0BDC1430...
ZACK BECK, City Clerk of the
City of Escondido, California

ORDINANCE NO. 2020-24

RESOLUTION NO. 2020-44

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO ESTABLISHING COMMUNITY FACILITIES DISTRICT NO. 2020-1 OF THE CITY OF ESCONDIDO (SERVICES) AND FUTURE ANNEXATION AREA THEREIN, AUTHORIZING THE LEVY OF A SPECIAL TAX THEREOF, CALLING AN ELECTION AND APPROVING AND AUTHORIZING CERTAIN ACTIONS RELATED THERETO

WHEREAS, the City Council (the "City Council") of the City of Escondido (the "City") has heretofore adopted Resolution No. 2020-24 stating its intention to form Community Facilities District No. 2020-1 of the City of Escondido (Services) ("Community Facilities District No. 2020-1" or the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act") and to designate a future annexation thereof (the "Future Annexation Area"); and

WHEREAS, a copy of Resolution No. 2020-24 setting forth a description of the proposed boundaries of Community Facilities District No. 2020-1 and the Future Annexation Area, the services and incidental expenses to be financed by the District and the rate and method of apportionment of the special tax proposed to be levied within the District is on file with the City Clerk; and

WHEREAS, notice was published and mailed to all landowners of the land proposed to be included within the District as required by law relative to the intention of this City Council to form proposed Community Facilities District No. 2020-1 and to levy a special tax (the "Special Tax") to finance the services and incidental expenses described in Resolution No. 2020-24; and

WHEREAS, on May 13, 2020, this City Council conducted a noticed public hearing as required by law relative to the proposed formation of Community Facilities District No. 2020-1 and the levy of the Special Tax therein; and

WHEREAS, at the May 13, 2020 public hearing there was filed with this City Council a report containing a description of the services necessary to meet the needs of the District and the Future Annexation Area and an estimate of the cost of such services as required by Section 53321.5 of the Act (the "CFD Report"); and

WHEREAS, at the May 13, 2020 public hearing all persons desiring to be heard on all matters pertaining to the formation of Community Facilities District No. 2020-1, the designation of the Future Annexation Area and the levy of the Special Tax were heard and full and fair hearings were held; and

WHEREAS, following the public hearing, this City Council has determined to authorize the formation of the District and the designation of the Future Annexation Area to finance the types of services (the "Services") and the incidental expenses (the "Incidental Expenses") set forth in Attachment A hereto, which are described in more detail in the CFD Report; and

WHEREAS, at the public hearing evidence was presented to this City Council on the matters before it, and the proposed Special Tax to be levied within the District was not precluded by a majority protest of the type described in Section 53324 of the Act, and this City Council at the conclusion of the hearing was fully advised as to all matters relating to the formation of the District, the designation of the Future Annexation Area and the levy of the Special Tax; and

WHEREAS, this City Council has determined, based on a Certificate of Registrar of Voters of the County of San Diego on file in the office of the City Clerk, that no registered voters have been residing in the proposed boundaries of Community Facilities District No. 2020-1 for each of the 90 days prior to May 13, 2020, and that the qualified electors in Community Facilities District No. 2020-1 are the landowners within the District; and

WHEREAS, on the basis of all of the foregoing, this City Council has determined to proceed with the establishment of Community Facilities District No. 2020-1 and the designation of the Future Annexation Area and to call an election therein to authorize (i) the levy of Special Tax pursuant to the rate and method of apportionment of the special tax, as set forth in Attachment C to Resolution No. 2020-24 (the "Rate and Method"), and (ii) the establishment of an appropriations limit for Community Facilities District No. 2020-1.

BE IT RESOLVED, by the City Council of the City of Escondido that:

Section 1. Each of the above recitals is true and correct.

Section 2. A community facilities district to be designated "Community Facilities District No. 2020-1 of the City of Escondido (Services)" is hereby established pursuant to the Act. The City Council hereby finds and determines that all prior proceedings taken with respect to the establishment of the District were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1(b) of the Act.

Section 3. The boundaries of Community Facilities District No. 2020-1 are established as shown on the map designated "Boundary Map of Community Facilities

District No. 2020-1 (Services) City of Escondido, County of San Diego, State of California”, which map is on file in the office of the City Clerk and was recorded pursuant to Sections 3111 and 3113 of the Streets and Highways Code in the County Book of Maps of Assessment and Community Facilities Districts in the Assessor-County Clerk-Recorder’s office of the County of San Diego in Book No. 48 Page Nos. 79-80 on April 13, 2020, as Instrument No. 2020-7000088. The boundaries of the Future Annexation Area set forth in Resolution No. 2020-24 is hereby established.

Section 4. The types of Services and Incidental Expenses authorized to be provided for Community Facilities District No. 2020-1 are those set forth in Attachment A attached hereto. The estimated cost of the Services and Incidental Expenses to be financed is set forth in the CFD Report.

The City Council finds and determines that the proposed Services are necessary to meet the increased demand that will be placed upon local agencies and public infrastructure as a result of new development within the District and that the Services to be financed benefit residents of the City and the future residents of the District.

Section 5. Except where funds are otherwise available, it is the intention of this City Council, subject to the approval of the eligible voters of the District, to levy annually a Special Tax at the rates set forth in the Rate and Method on all non-exempt property within the District sufficient to pay for the Services and the Incidental Expenses. The District expects to incur, and in certain cases has already incurred, Incidental Expenses in connection with the creation of the District, the levying and collecting of the Special Tax, and the annual administration of the the District. The Rate and Method is described in detail in Attachment C to Resolution No. 2020-24 and incorporated herein by this

reference, and the City Council hereby finds that the Rate and Method contains sufficient detail to allow each landowner within the District to estimate the maximum amount that may be levied against each parcel. As described in greater detail in the CFD Report, which is incorporated by reference herein, the Special Tax is based on the expected demand that each parcel of real property within Community Facilities District No. 2020-1 will place on the Services and on the benefit that each parcel will derive from the right to access the Services and, accordingly, is hereby determined to be reasonable. The Special Tax shall be levied on each assessor's parcel in accordance with the Rate and Method. The Special Tax is apportioned to each parcel on the foregoing bases pursuant to Section 53325.3 of the Act and such Special Tax is not on or based upon the ownership of real property or the assessed value of real property.

If Special Taxes of the District are levied against any parcel used for private residential purposes, (i) the maximum Special Tax rate shall be specified as a dollar amount which shall be calculated and established not later than the date on which the parcel is first subject to the Special Tax because of its use for private residential purposes and shall not be increased over time except as authorized under the Rate and Method, and (iii) under no circumstances will the Special Tax levied against any such parcel used for private residential uses be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the District by more than ten percent above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults.

The City Manager of the City of Escondido, will be responsible for preparing annually, or authorizing a designee to prepare, a current roll of special tax levy obligations

by assessor's parcel number and will be responsible for estimating future special tax levies pursuant to Section 53340.2 of the Act.

Section 6. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all non-exempt real property in the District and this lien shall continue in force and effect until the Special Tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the Special Tax by the District ceases.

Section 7. Consistent with Section 53325.6 of the Act, the City Council finds and determines that the land within Community Facilities District No. 2020-1, if any, devoted primarily to agricultural, timber or livestock uses and being used for the commercial production of agricultural, timber or livestock products is contiguous to other land within Community Facilities District No. 2020-1 and will be benefited by the Services proposed to be provided within Community Facilities District No. 2020-1.

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

Section 9. Written protests against the establishment of the District and the designation of the Future Annexation Area have not been filed by one-half or more of the registered voters within the boundaries of the District or by the property owners of one-half (1/2) or more of the area of land within the District. The City Council hereby finds

that the proposed Special Tax has not been precluded by a majority protest pursuant to Section 53324 of the Act.

Section 10. An election is hereby called for Community Facilities District No. 2020-1 on the propositions of levying the special tax on the property within Community Facilities District No. 2020-1 and establishing an appropriations limit for Community Facilities District No. 2020-1 pursuant to Section 53325.7 of the Act. The propositions to be placed on the ballot for the District are attached hereto as Attachment B.

Section 11. The date of the election within Community Facilities District No. 2020-1 shall be May 13, 2020, or such later date as is consented to by the City Clerk and the landowners within Community Facilities District No. 2020-1. The City Clerk shall conduct the election. Except as otherwise provided by the Act, the election shall be conducted by personally delivered or mailed ballot and, except as otherwise provided by the Act, the election shall be conducted in accordance with the provisions of law regulating elections of the City of Escondido insofar as such provisions are determined by the City Clerk to be applicable.

It is hereby found that there are not more than twelve registered voters within the territory of Community Facilities District No. 2020-1, and, pursuant to Section 53326 of the Act, each landowner who is the owner of record on the date hereof, or the authorized representative thereof, shall have one vote for each acre or portion thereof that he, she or it owns within Community Facilities District No. 2020-1. The voters shall be the landowners of record within Community Facilities District No. 2020-1 as of May 13, 2020.

Section 12. The preparation of the CFD Report is hereby ratified. The CFD Report, as submitted, is hereby approved and was made a part of the record of the public

hearing regarding the formation of Community Facilities District No. 2020-1. The CFD Report is ordered to be kept on file with the transcript of these proceedings and open for public inspection.

Section 13. This Resolution shall be effective upon its adoption.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof this 13th day of May, 2020 by the following vote to wit:

AYES : Councilmembers: DIAZ, MARTINEZ, MORASCO, MCNAMARA

NOES : Councilmembers: NONE

VACANT : Councilmembers: DISTRICT 2

APPROVED:

DocuSigned by:
Paul McNamara
CAACE20782954D3...
PAUL MCNAMARA, Mayor of the
City of Escondido, California

ATTEST:

DocuSigned by:
Zack Beck
A58535D0BDC1430...
ZACK BECK, City Clerk of the
City of Escondido, California

RESOLUTION NO. 2020-44

ATTACHMENT A

Types of Services To Be
Financed By Community
Facilities District No. 2020-1

The services which may be funded with proceeds of the special tax of CFD No. 2020-1, as provided by Section 53313 of the Act, include the following (collectively, the "Services"):

- (i) maintenance of parks, parkways, park lighting, sidewalks, signage, landscaping in public areas, easements or right of way and open space;
- (ii) flood and storm protection services;
- (iii) the operation of storm drainage systems;
- (iv) maintenance of streets and roadways, traffic signals and street lighting;
- (v) graffiti and debris removal from public improvements;
- (vi) public safety services including police, fire protection and fire suppression;
and
- (vii) maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City of Escondido.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses" as said term is defined in the Rate and Method of Apportionment and to establish an operating reserve for the costs of services as determined by the CFD Administrator. Capitalized terms used and not defined herein shall have the meanings set forth in the Rate and Method of Apportionment of Special Tax for CFD No. 2020-1.

ATTACHMENT B

BALLOT PROPOSITIONS

COMMUNITY FACILITIES DISTRICT NO. 2020-1
OF THE CITY OF ESCONDIDO (SERVICES)

SPECIAL TAX ELECTION

May 13, 2020

PROPOSITION A: Shall a special tax with a rate and method of apportionment as provided in Resolution No. 2020-24 of the City Council of the City of Escondido be levied to pay for the Services, Incidental Expenses and other purposes described in Resolution No. 2020-24?

YES _____

NO _____

PROPOSITION B: For each year commencing with Fiscal Year 2020-21, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for Community Facilities District No. 2020-1 be an amount equal to \$20,000,000?

YES _____

NO _____

RESOLUTION NO. 2024-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A SETTLEMENT AGREEMENT BETWEEN THE CITY AND THE BUILDING INDUSTRY ASSOCIATION OF SAN DIEGO RESOLVING LITIGATION REGARDING THE CITYWIDE SERVICES COMMUNITY FACILITIES DISTRICT

WHEREAS, on or about February 26, 2021, the Building Industry Association of San Diego County (“BIASD”) filed a Petition for Writ of Mandate and Complaint for Declaratory Relief against the City of Escondido (“City”) in San Diego Superior Court, Case No. 37-2021-00008423-CU-MC-CTL (“Lawsuit”) wherein it challenged and sought judicial review of Ordinance No. 2020-24, and other City policies and development approval prerequisites including but not limited to Ordinance No. 2020-10 (Citywide Services Community Facilities District, CFD 2020-1), which required new residential development applicants to annex into the Services CFD or establish an acceptable alternative funding mechanism to offset the fiscal impacts of the new development on City public services; and

WHEREAS, on or about October 21, 2020, the City adopted Ordinance No. 2020-24 enacting Escondido Municipal Code § 6-457 (Other fees and exactions for public services); and

WHEREAS, on January 24, 2024, the City Council considered and adopted Ordinance No. 2024-02 repealing Ordinance No. 2020-10 and Ordinance No. 2020-24 based on a review of a new Fiscal Impact Analysis; and

WHEREAS, the repeal of the Services CFD has rendered the Lawsuit moot; and

WHEREAS, the City and the BIASD have tentatively agreed to enter into a Settlement Agreement attached hereto as Exhibit “A” fully resolving the Lawsuit and that each party will be responsible for payment of its own legal costs related to the Lawsuit; and

WHEREAS, it is in the best interests of the City to fully resolve the Lawsuit without incurring further attorney’s fees and costs.

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

1. That the above recitations are true and are incorporated herein.
2. That the City Manager is authorized to execute a Settlement Agreement, attached hereto as Exhibit "A," and any related documents between the City and the Building Industry Association of San Diego County, in a form approved by the City Attorney and consistent with the terms and intent of this Resolution.

SETTLEMENT AGREEMENT & MUTUAL RELEASE

This Settlement Agreement and Release (“Agreement”) is made by and between the City of Escondido, a California municipality, the City Council of the City of Escondido, (collectively “City”), and Building Industry Association of San Diego County, a California non-profit corporation (“BIA”). The City and BIA shall collectively be referred to herein as the “Parties”.

RECITALS

WHEREAS, on February 26, 2021, BIA filed a petition for writ of mandate and complaint for declaratory relief entitled *Building Industry Association of San Diego County v. City of Escondido, et al.*, San Diego County Superior Court, Case No. 37-2021-00008423-CU-MC-CTL (“Action”). BIA’s Action was filed to seek judicial review and challenge the City’s adoption of City Ordinance 2020-24 (“the Ordinance”) and other local policies to require that applicants for new residential development must agree either to vote to annex into a new “Mello-Roos Community Facilities District [“CFD”] for Services” [“CFD (Services) 2020-1,”] or to establish an “alternative funding mechanism” acceptable to the City requiring payment of special taxes, fees, or other forms of charges to the City ostensibly to offset alleged fiscal impacts on certain of the City’s generally available public services;

AND WHEREAS, the City filed a Demurrer to the Action;

AND WHEREAS, following a hearing in the San Diego Superior Court, the City’s Demurrer was over-ruled and the City was directed to file its Answer to the Action;

AND WHEREAS, the City filed its Answer, which generally denied the allegations of the Petition and Complaint, and asserted several affirmative defenses;

AND WHEREAS, the City subsequently considered various alternatives as potential sources of revenue to fund the types of general public services, and during this time, the Parties entered into a series of stipulations (with Court approval) providing for the litigation to be temporarily suspended, in order to provide opportunities for the Parties to explore potential alternative funding mechanisms and the concomitant possibilities for settlement of the issues raised in this Action;

AND WHEREAS, the Parties explored settlement possibilities in good faith, but the Parties did not reach any agreement as to a mutually acceptable revenue mechanism to replace the requirements of Ordinance No. 2020-24. Nevertheless, the Parties continued to pursue discussions that might allow for the resolution of this Action by mutual agreement and releases;

AND WHEREAS, the Parties now desire to settle all present, past and future controversies, claims, causes of action or purported causes of action, defenses, and disputes, arising from the City’s disputed adoption of Ordinance 2020-24, both real and potential. The City, by its Council, has agreed to pursue local legislative action to repeal and rescind said Ordinance and to repeal any related policies or requirements that applicants for new residential development must agree either to vote to annex into a new “Mello-Roos Community Facilities District [“CFD”] for Services” [“CFD (Services) 2020-1,”] or to establish an “alternative funding mechanism” acceptable to the

City requiring payment of special taxes, fees, or other forms of charges to the City ostensibly to offset alleged fiscal impacts on certain of the City’s public services. BIA by its governing Board and officers have agreed, in return, to diligently pursue the voluntary dismissal of this Action against all Parties, with prejudice, as soon as the City’s actions to rescind and repeal the disputed Ordinance and policies become final.

The Parties now seek to document in this Settlement Agreement and Mutual Release, and confirm their respective agreements, including the terms and conditions for settlement and mutual release of all claims, defenses, counter-claims or other liabilities arising in connection with this Action.

NOW, THEREFORE, in consideration of the mutual promises and mutual covenants set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. RECITALS

The Recitals are incorporated into and are made a part of this Agreement. The purpose of this Agreement is to resolve, in their entirety, all of the disputes arising from or related to the Action and the Ordinance, and any and all claims which exist between the Parties including, but not limited to, all allegations and contentions of the Parties as set forth in the Petition, Answer, pleadings, claims, petitions or correspondence in relation thereto. This Agreement shall finally and fully settle the disputes between the Parties as to the Action and the Ordinance.

2. CITY’S SETTLEMENT OBLIGATIONS

In consideration of this Agreement, the City agrees to promptly initiate and diligently pursue appropriate local legal actions leading to the complete rescission of said Ordinance and to repeal any related policies or requirements that require, as a condition of development approval, applicants for new residential development must agree either to vote to annex into a new “Mello-Roos Community Facilities District [“CFD”] for Services” [“CFD (Services) 2020-1,”] or to establish an “alternative funding mechanism” acceptable to the City requiring payment of special taxes, fees, or other forms of charges to the City ostensibly to offset alleged fiscal impacts on certain of the City’s generally-available public services.

The City agrees to initiate such rescission action within 45 days from the date of execution of this Agreement, and to complete such rescission of the disputed Ordinance and policies within 90 days of the date of execution of this Agreement.

The City further agrees as material consideration for this Agreement that it will not take any action to replace or reinstate the Ordinance, or similar requirements that new developments establish an “alternative funding mechanism” acceptable to the City requiring payment of special taxes, fees, or other forms of charges to the City to offset alleged fiscal impacts on certain of the City’s public services without first giving sixty (60) day’s notice to the BIA of the intent to adopt a similar ordinance and thereafter meeting and conferring in good faith with the BIA to identify

the basis and computation for any such fees or charges. The City Council affirmatively states it does not at this time intend to replace or reinstate the Ordinance or similar funding obligations on developers but cannot legally bind the actions of future city councils.

The Parties acknowledge that this Agreement is not intended to impair the City's discretion or its exercise of its police power authority. The Parties further acknowledge and agree that in the event the City does not complete the rescission of the disputed Ordinance and policies in a timely manner as described above, for any reason, then this Agreement shall become null and void as to its remaining unexecuted terms. BIA shall be entitled to resume or re-file its litigation and shall be free to pursue any claims related to the Action, including claims for legal fees and costs against the City.

3. BIA'S SETTLEMENT OBLIGATIONS

BIA by its governing Board and officers agree to diligently pursue and file with the San Diego Superior Court a Request for Dismissal of this entire Action against all Parties, with prejudice, as soon as the City's actions to rescind and repeal the disputed Ordinance and policies (described above) become final (and not subject to referendum or other appeal action)

4. MUTUAL WAIVERS OF CLAIMS FOR FEES OR COSTS

The Parties mutually agree that neither of them shall claim or seek to recover any attorney fees, or costs of this Action, by any means, and that all Parties have agreed to bear their own legal fees and costs relating to this Action, and upon the final rescission of the disputed Ordinance, agree to waive and release all such claims, or potential claims for attorney fees or costs of litigation.

5. MUTUAL RELEASE

(a) In further consideration of this Agreement and in recognition of the benefits to be derived therefrom, and except as to the rights, duties and obligations of the Parties as set forth in this Agreement, the Parties hereby release, and fully and finally and forever discharge each other, and each of their associates, owners, predecessors, successors, heirs, executors, administrators, assigns, agents, directors, officers, partners, employees, representatives, lawyers, and all persons acting by, through, under, or in concert with them or any of them (hereinafter collectively called "Additional Releases") of and from any and all manner of actions or causes of action, in law or in equity, suits, debts, liens, liabilities, claims, demands, and damages of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called "Claims"), existing or as the law may change, including, without limitations, Claims which either Party may now have against each other, arising from or related to the Action and the Ordinance. This Agreement shall not affect the rights of either Party to make claims against the other for future acts.

(b) Except as otherwise provided in this Agreement, it is the intention of the Parties that the Release shall be mutually effective as a bar to all claims, causes of action, actions, damages, losses, demands, accounts, reckonings, rights, debts, liabilities, obligations, and attorneys' fees, of every character and kind, known or unknown, existing or contingent, latent or patent; and in furtherance of such intention, the Parties expressly waive any and all rights conferred upon them by the provisions of California Civil Code Section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

(c) It is the intention of the Parties that the releases entered into as part of this Agreement shall be effective as a bar to all actions, causes of action, obligations, costs, expenses, attorney's fees, damages, losses, claims, liabilities and demands of any character, nature and kind, known or unknown, suspected or unsuspected, to be so barred; in furtherance of which intention the Parties expressly waive any and all right and benefit conferred upon them by the provisions of Section 1542 of the California Civil Code. The Parties hereby acknowledge that the foregoing waiver of the provisions of Section 1542 of the California Civil Code was bargained for separately. The Parties expressly agree that the release provisions herein contained shall be given full force and effect in accordance with each and all of their express terms and provisions, including but not limited to those terms and provisions relating to unknown or unsuspected claims, demands and causes of action herein above specified. The Parties assume the risk of the foregoing and of the subsequent discovery or understanding of any matter, fact or law which if now known or understood would in any respect have affected this Agreement.

6. NECESSARY ACTS

Each Party shall perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

7. AUTHORITY TO SIGN

Each Party warrants that the individuals who have signed this Agreement on behalf of that Party have the legal power, right, and authority to so sign and thereby bind that Party and its heirs, personal representatives, successors and assigns and any person or entity that may otherwise be entitled to grant the Release.

8. ENTIRE AGREEMENT; AMENDMENTS

This Agreement is the entire agreement between the Parties concerning the subject matter hereof, and supersedes any prior negotiations, discussions, oral or written communications, or agreements between the Parties. The terms of this Agreement may only be modified or amended by an instrument in writing executed by all Parties.

9. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action or proceeding concerning this Agreement shall be filed and prosecuted in the appropriate California state court in the County of Riverside, California.

10. NO INTERPRETATION AGAINST DRAFTER; ADVICE OF COUNSEL

This Agreement is to be construed fairly and not in favor of or against any Party regardless of which Party or Parties drafted or participated in the drafting of its terms. Each Party acknowledges it has had the opportunity to receive independent legal advice with respect to the advisability of making this Agreement and with respect to the meaning of California Civil Code Section 1542, and that they are freely and voluntarily entering in this Agreement and understand this Agreement in its entirety.

11. NO ADMISSION OF LIABILITY

The Parties agree and mutually acknowledge that this Agreement is for settlement purposes only. The Parties deny any wrongdoing in connection with the facts alleged in the Action. Neither this Agreement nor any action taken pursuant to this Agreement shall constitute an admission of any wrongdoing, fault, violation of law, or liability of any kind on the part of any of the Parties. The Parties agree that this Agreement shall be inadmissible as evidence of liability in any forum or proceeding.

12. NO WAIVER

The failure to insist on any one occasion upon strict compliance with any of the covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of any rights or powers hereunder at any other time or times.

13. NO THIRD PARTY BENEFICIARIES

The Parties acknowledge that there are no express or implied third party beneficiaries to this Agreement. No person or entity not a signatory hereto shall have any rights or causes of action against any Party hereto as a result of that Party's performance or nonperformance of any obligation hereunder.

14. NO PRIOR ASSIGNMENTS.

The Parties represent and warrant that they have not sold, assigned or transferred, or purported to sell, assign or transfer, and shall not hereafter sell, assign or transfer, any obligations, liabilities, demands, claims, costs, expenses, debts, controversies, damages, rights, actions, or causes of action released pursuant to this Agreement.

15. SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

16. CAPTIONS

Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provisions hereof.

17. EACH PARTY TO BEAR OWN COSTS

Except as otherwise provided herein, each Party shall bear its own legal expenses and costs incurred in the preparation and review of this Agreement.

18. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the successors, assigns, personal representatives, executors, estate, heirs, agents and related entities of the respective Parties.

19. COUNTERPART EXECUTION

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. This Settlement Agreement may be executed on counterpart signature pages and may be signed by fax or scanned email signature.

{Signatures on following page}

IN WITNESS WHEREOF, each Party has executed this Agreement on the date which appears next to its/his signature below.

Dated: _____

BUILDING INDUSTRY ASSOCIATION OF
SAN DIEGO COUNTY

By: _____
Name: Lori Holt Pfeiler
Title: Chief Executive Officer

Dated: _____

CITY OF ESCONDIDO

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM AND CONTENT:

Dated: _____

RUTAN & TUCKER LLP

By: _____

David P. Lanferman
Attorneys for Building Industry Association
of San Diego County

Dated: _____

CITY ATTORNEY

By: _____

Michael R. McGuinness,
Attorney for
CITY OF ESCONDIDO and
THE MAYOR AND CITY COUNCIL OF
THE CITY OF ESCONDIDO

ORDINANCE NO. 2024-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, REPEALING ORDINANCE NO. 2020-10, ORDINANCE NO. 2020-24, AND RESOLUTION NO. 2020-44, WHICH TOGETHER AUTHORIZED FORMATION AND IMPLEMENTATION OF THE CITYWIDE COMMUNITY FACILITIES DISTRICT (CFD 2020-1) AND ASSOCIATED PROPERTY TAX LEVIES

The City Council of the City of Escondido (“City Council”), California, DOES HEREBY ORDAIN as follows:

SECTION 1. The City Council makes the following findings:

WHEREAS, on May 13, 2020, the City Council of the City of Escondido (“City Council”) adopted Resolution No. 2020-44 authorizing formation of the Citywide Services Community Facilities District, CFD 2020-1 (“Services CFD”); and

WHEREAS, on May 13, 2020, the City Council adopted Ordinance No. 2020-10 authorizing the levy of special taxes for the Services CFD; and

WHEREAS, on October 21, 2020, the City Council adopted Ordinance No. 2020-24 authorizing the conditioning of any development permit or entitlement on the establishment of a funding mechanism to offset the impacts to ongoing public services; (“Services Funding Ordinance”); and

WHEREAS, on October 21, 2020, the City Council adopted an amendment to Escondido Municipal Code § 6-434 to include as subsection (g) the following provision “Fees and exactions for public services referenced in Escondido Municipal Code Section 6-457”; and

WHEREAS, on or about February 26, 2021, the Building Industry Association of San Diego County (“BIASD”) filed a Petition for Writ of Mandate and Complaint for Declaratory Relief against the City of Escondido (“City”) in San Diego Superior Court, Case No. 37-2021-00008423-CU-MC-CTL (“Lawsuit”) wherein it challenged and sought judicial review of Ordinance No. 2020-24 and other City policies and development approval prerequisites which required new residential development applicants to annex

into CFD 2020-1 or establish an acceptable alternative funding mechanism to offset the fiscal impacts of the new development on City public services; and

WHEREAS, the City Council adopted Resolution No. 2023-156 on December 13, 2023 setting all levies for the Services CFD to \$0 per year; and

WHEREAS, the City disputes the allegations of the Lawsuit and maintains that all of its municipal code provisions, ordinances, resolutions, policies, and legislative actions, as well as any and all fees of any type and amount imposed and recovered to date, are lawful and consistent with state law; and

WHEREAS, the City Council desires to prevent future Services CFD levies unless and until the City completes another distinct CFD formation process in compliance with state law; and

WHEREAS, in light of the adoption of Resolution No. 2023-156, it is in the best interests of the City to repeal ordinances with implement the Services CFD; and

WHEREAS, the City Council therefore desires to repeal and rescind in their entirety Ordinance No. 2020-10 and Ordinance No. 2020-24 and such related code provisions implementing Citywide Services Community Facilities District, CFD 2020-1.

SECTION 2. The City Council did hold a regularly scheduled and noticed meeting to consider this ordinance.

SECTION 3. That, upon consideration of the staff report, draft ordinance, and public comments, the City Council does HEREBY ordain as follows:

- a. That the above recitations and those contained in Resolution No. 2023-156 are true and are incorporated herein.
- b. That Resolution No. 2020-44 adopted on May 13, 2020 is hereby repealed in its entirety.
- c. That Ordinance No. 2020-10 adopted on May 13, 2020 is hereby repealed in its entirety.

- d. That Ordinance No. 2020-24 adopted on October 21, 2020 resulting in any amendments to the Escondido Municipal Code is hereby repealed in its entirety including, but not limited to, Escondido Municipal Code § § 6-434(g) and 6-457.

SECTION 4. 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 5. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. The City Council authorizes all subsequent action to be taken by City Officials consistent with this Ordinance.

SECTION 7. That the City Clerk is hereby directed to certify to the passage of this Ordinance and to cause the same or a summary to be prepared in accordance with Government Code Section 36933, to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

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



STAFF REPORT

January 24, 2024
File Number 0120-15

SUBJECT

SAN DIEGO COUNTY WATER AUTHORITY BOARD OF DIRECTORS VACANCY INTERVIEWS

DEPARTMENT

City Clerk's Office

RECOMMENDATION

Request the City Council conduct interviews of applicants to fill a vacancy on the San Diego County Water Authority Board of Directors, discuss and consider applicant qualifications, and take action on the vacancy, including appointment of a San Diego County Water Authority Director by approving Resolution No. 2024-13R.

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

Presenter: Zack Beck, City Clerk

PREVIOUS ACTION

On September 14, 2022, the City Council appointed Councilmember Consuelo Martinez to serve on the San Diego County Water Authority Board of Directors with a term set to expire on October 18, 2028.

On November 15, 2023, Councilmember Martinez was appointed to the San Dieguito River Park JPA Board of Directors.

On January 10, 2024, Councilmember Martinez was removed from the San Diego County Water Authority Board of Directors on January 10, 2024, thus creating a vacancy.

BACKGROUND

On January 10, 2024, the City Council voted unanimously to solicit applications from candidates interested in filling a vacancy on the San Diego County Water Authority Board of Directors, with interviews scheduled for January 24, 2024.

Under the terms of the County Water Authority Act, members of the San Diego County Water Authority Board of Directors hold office for a term of six years until their successors are appointed and qualified. The term of the City of Escondido's representative will end on October 18, 2028.



CITY *of* ESCONDIDO

STAFF REPORT

RESOLUTIONS

- a. Resolution No. 2024-13R

ATTACHMENTS

- a. Attachment 1 – Candidate Applications

RESOLUTION NO. 2024-13R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING THE APPOINTMENT OF ESCONDIDO'S REPRESENTATIVE ON THE SAN DIEGO COUNTY WATER AUTHORITY BOARD OF DIRECTORS

WHEREAS pursuant to section 6, paragraph (b) of the County Water Authority Act, the City Council of the City of Escondido may appoint a representative to serve on the San Diego County Water Authority Board of Directors to vote on behalf of the City of Escondido; and

WHEREAS, the City Council of the City of Escondido desires to confirm _____ as the duly appointed member of the San Diego County Water Authority Board representing the City of Escondido with a term set to expire on October 18, 2028.

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 appoints _____ as the duly appointed member of the San Diego County Water Authority Board representing the City of Escondido with a term set to expire on October 18, 2028.

Name Roberto Garcia

Address [REDACTED]

Do you live in the City of Escondido Limits? Yes

Do you live in the General Plan Area? Yes

Home Phone [REDACTED]

Email Address [REDACTED]

Length of time you lived in the area 2 years

Employer Wermers

Occupation Construction

Business Address 5120 Shoreham Place #150

Business Phone 8586234941

Board of Commission for which you are applying? San Diego County Water Authority

If you have filed additional applications for other boards or commissions, please list them in order of preference No

If you are an incumbent, how long have you served in your current position n/a

Have you ever been a member of any City board or Commission, or employed by the City of Escondido
no

If so what capacity? n/a

Are any persons now employed by the City of Escondido related to you by blood or by marriage? n/a

If so, list name and relationship? n/a

Personal References (Name/Address/Business Address/Occupation) Blanca Romero

Community Involvement: List present membership in any community service or civic organizations, if any? Community HousingWorks

Name Kevin Grangetto

Address [REDACTED]

Do you live in the City of Escondido Limits? No

Do you live in the General Plan Area? Yes

Home Phone [REDACTED]

Email Address [REDACTED]

Length of time you lived in the area 40

Employer Grangetto's Farm and Garden Supply

Occupation Owner

Business Address 1105 W. Mission Ave, Escondido, CA 92025

Business Phone 7607454671

Board of Commission for which you are applying? San Diego County Water Authority Board of Directors

If you have filed additional applications for other boards or commissions, please list them in order of preference N/A

If you are an incumbent, how long have you served in your current position N/A

Have you ever been a member of any City board or Commission, or employed by the City of Escondido
No

If so what capacity? N/A

Are any persons now employed by the City of Escondido related to you by blood or by marriage? No

If so, list name and relationship? N/A

Personal References (Name/Address/Business Address/Occupation) George Weir, Mike Morasco, Sam Abed, Richard Aeling, Ed Grangetto Jr.

Community Involvement: List present membership in any community service or civic organizations, if any? San Diego County Farm Bureau Board of Directors, Tri-City Bible Church Member, San Diego Flower and Plant Association

Name Thomas Kennedy

Address [REDACTED]

Do you live in the City of Escondido Limits? Yes

Do you live in the General Plan Area? Tes

Home Phone [REDACTED]

Email Address [REDACTED]

Length of time you lived in the area 25 years

Employer Self Employed

Occupation Water Consultant

Business Address [REDACTED]

Business Phone [REDACTED]

Board of Commission for which you are applying? SDCWA Representative

If you have filed additional applications for other boards or commissions, please list them in order of preference N/A

If you are an incumbent, how long have you served in your current position N/A

Have you ever been a member of any City board or Commission, or employed by the City of Escondido
No

If so what capacity? N/A

Are any persons now employed by the City of Escondido related to you by blood or by marriage? No

If so, list name and relationship? N/A

Personal References (Name/Address/Business Address/Occupation) Consuelo Martinez, Councilmember, City of Escondido Angela Morrow, Interim Utilities Director, City of Escondido David Drake, Board member, Rincon Del Diablo Municipal Water District, 1920 North Iris Lane, Escondido 760-745-4235 Greg Quist, Board member, Rincon Del Diablo Municipal Water District, 1920 North Iris Lane, Escondido 760-745-4235

Community Involvement: List present membership in any community service or civic organizations, if any? Immediate Past President, Bonsali Rotary Board Member, San Diego County Water Authority representing Rainbow MWD - 2015 - 2023 Past President, California Special Districts Advisory Committee - 2015 - 2019 Member of the Local Agency Formation Commission Special Districts Advisory Committee (elected) 2015-2023

Name Deanna M Smith

Address [REDACTED]

Do you live in the City of Escondido Limits? My business has been for 15+ years

Do you live in the General Plan Area? Yes

Home Phone [REDACTED]

Email Address [REDACTED]

Length of time you lived in the area 49 years

Employer Gluten Not Included, Inc.

Occupation President | CEO

Business Address [REDACTED]

Business Phone 7604326100

Board of Commission for which you are applying? Water

If you have filed additional applications for other boards or commissions, please list them in order of preference NA

If you are an incumbent, how long have you served in your current position NA

Have you ever been a member of any City board or Commission, or employed by the City of Escondido
No

If so what capacity? NA

Are any persons now employed by the City of Escondido related to you by blood or by marriage? No

If so, list name and relationship? NA

Personal References (Name/Address/Business Address/Occupation) Mayor Dane White Judy Fitzgerald - Planning Commissioner, Escondido business owner Jeff Epp - retired Escondido City Manager/Attorney George Weir - retired business owner, philanthropist Jack Raymond - business owner, philanthropist Yessenia Mendoza - business owner, Secretary, Escondido Chamber of Commerce

Community Involvement: List present membership in any community service or civic organizations, if any? Madam Chairman, Escondido Chamber of Commerce Sunrise Rotary

KEY-

CONSENT CALENDAR CURRENT BUSINESS

PUBLIC HEARING WORKSHOP

Item 10.



CITY of ESCONDIDO

FUTURE AGENDA

1/31/2024

CONSENT CALENDAR - (A. MORROW) - NOTICE OF COMPLETION FOR THE MEMBRANE FILTRATION REVERSE OSMOSIS FACILITY PROJECT - Request the City Council adopt Resolution No. 2024-10, authorizing the Interim Director of Utilities to file a Notice of Completion for the Membrane Filtration Reverse Osmosis ("MFRO") Facility Project.

CURRENT BUSINESS - (Z. BECK) - DISSOLUTION OF HISTORIC PRESERVATION COMMISSION - Request the City Council approve the dissolution of the Historic Preservation Commission.

CURRENT BUSINESS - (D. WHITE) - COUNCIL RESOLUTION OPPOSING THE REMOVAL OR REPURPOSING OF ANY EXISTING ROADWAY TRAFFIC LANES - Request the City Council adopt Resolution No. 2023-172, objecting to the removal or repurposing of any travel lanes for purposes of accommodating state or NCTD Climate Goals.

CURRENT BUSINESS - (D. WHITE) - COUNCIL RESOLUTION OBJECTING TO ANY NEW TAXES, CHARGES OR FEES PROPOSED BY SANDAG ON MOTORISTS TO USE ALREADY BUILT LOCAL ROADS AND HIGHWAYS - Request the City Council approve a resolution objecting to any new taxes, charges, or fees proposed by SANDAG on motorists to use already built local roads and highways.

CURRENT BUSINESS - (C. MCKINNEY/J. AXELROD) - AMERICAN RESCUE PLAN ACT PROJECT UPDATE - Request the City Council receive an update on the American Rescue Plan Act funds and Approve the Budget Adjustment Request.