CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 02, 2026

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

WELCOME TO YOUR CITY COUNCIL MEETING

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

MAYOR
Dane White

DEPUTY MAYOR
Joe Garcia (District 2)

COUNCILMEMBERS
Consuelo Martinez (District 1)
Christian Garcia (District 3)
Judy Fitzgerald (District 4)

CITY MANAGER
Sean McGlynn

CITY ATTORNEY
Dare DeLano

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.gov

CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 02, 2026

HOW TO PARTICIPATE

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

In Person



Fill out Speaker Slip and Submit to City Clerk

In Writing



escondido-ca.municodemeetings.com

Online



https://publiccomment.escondido.gov/

ASSISTANCE PROVIDED

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



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 02, 2026

CLOSED SESSION
4:00 PM

CALL TO ORDER

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

ORAL COMMUNICATIONS

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

CLOSED SESSION

I. **CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6)**
   a. Agency Representative: Sean McGlynn, City Manager, or designee
      Employee Organization: Escondido Police Officers' Association Sworn Personnel Bargaining Unit

II. **CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Government Code § 54956.9(d)(1))**
   a. *Francisco Javier Sosa v. City of Escondido, et al.*
      San Diego Superior Court Case No. 25CU059891C

III. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code § 54956.9(d)(2))**
   a. One matter

ADJOURNMENT

CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 02, 2026

REGULAR SESSION
5:00 PM Regular Session

MOMENT OF REFLECTION

FLAG SALUTE

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

CALL TO ORDER

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

PRESENTATION

Rincon Band of Luiseño Indians - Chairman Stallings

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

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

2. **APPROVAL OF WARRANT REGISTER**
   Request the City Council approve the City Council and Housing Successor Agency warrants issued between October 26, 2026 to November 22, 2026.

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

3. APPROVAL OF MINUTES: Regular meeting of November 4, 2026

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS

5. APPROVAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR FIRE CHIEF JOHN TENGER

Request the City Council adopt Resolution No. 2026-131, approving the California Public Employees' Retirement System ("CalPERS") Industrial Disability Retirement for Fire Chief John Tenger.

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

Presenter: Jessica Perpetua, Director of Human Resources

a) Resolution No. 2026-131

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

Request the City Council adopt Resolution No. 2026-199, approving a three-year Memorandum of Understanding ("MOU") between the City of Escondido ("City") and the Escondido Police Officers' Association - Sworn Personnel ("Association"), commencing January 1, 2027, through December 31, 2029.

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

Presenter: Jessica Perpetua, Director of Human Resources

a) Resolution No. 2026-199

7. APPROVAL OF THE FISCAL YEAR 2027/28 RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Request the City Council adopt Resolution No. 2026 -152 to approve the Fiscal Year 2027/28 Recognized Obligation Payment Schedule ("ROPS") so that the Successor Agency may continue to make payments due for enforceable obligations.

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

Presenter: Christina Holmes, Director of Finance

a) Resolution No. 2026-152

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

Request the City Council receive and file the annual and five-year Financial Report on Development Impact Fees.

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

Presenter: Christina Holmes, Director of Finance

9. FISCAL YEAR 2025/26 CARRYOVER BUDGET AMENDMENTS

Request the City Council adopt the Budget Adjustment Request to amend the Fiscal Year 2026/27 operating budget.

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

Presenter: Christina Holmes, Director of Finance

10. FINAL MAP UNDER CONSIDERATION FOR APPROVAL

Request the City Council receive and file notice that a Final Map for Tract No. PHG20-0032, located west of North Iris Lane and south of Robin Hill Lane has been filed for approval.

Staff Recommendation: Receive and File (Development Services Department: Kevin Snyder, Director of Development Services)

Presenter: Leia Cabrera, Engineering Manager

11. AWARD OF A PUBLIC IMPROVEMENT AGREEMENT TO DE LA FUENTE CONSTRUCTION, INC. FOR CONSTRUCTION OF THE GRAND AVENUE VISION PROJECT - PHASE III

Request the City Council adopt Resolution No. 2026-142, (1) determining De La Fuente Construction, Inc. ("Contractor") to be the lowest responsive and responsible bidder; (2) awarding the Grand Avenue Vision Project - Phase III ("Project") to the Contractor; and (3) authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement with the Contractor in the amount of $3,375,320.70 for construction of the Project.

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, Director of Development Services)

Presenters: Jason Christman, City Engineer; Christopher Hudson, Engineering Project Manager

a) Resolution No. 2026-142

12. APPLICATION TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY (CMFA) BOND OPPORTUNITIES FOR LAND DEVELOPMENT (BOLD) PROGRAM BY KB HOMES CAL MANAGEMENT, LLC, THE DEVELOPER OF THE CROSSING

Request the City Council adopt Resolution No. 2026-190, an expression of City Council support for an application to the California Municipal Finance Authority ("CMFA") Bond Opportunities for Land Development ("BOLD") Program by KB Homes Cal Management, LLC, the developer of The Crossing, a 70-unit attached residential project on 2.73 acres, further identified as Assessor's Parcel Numbers 232-100-20-00 and 232-100-21-00, located north of West Grand Avenue, south of West Valley Parkway and east of North Quince Street for tax-exempt bond funding of $1,588,889 of financed development fees.

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, AICP, Development Services Director)

Presenter: Kevin Snyder, AICP, Development Services Director

a) Resolution No. 2026-190

13. APPLICATION TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY (CMFA) BOND OPPORTUNITIES FOR LAND DEVELOPMENT (BOLD) PROGRAM BY HBS I IRIS, LLC, THE DEVELOPER OF TRAILSTONE

Request the City Council adopt Resolution No. 2026-191, an expression of City Council support for an application to the California Municipal Finance Authority ("CMFA") Bond Opportunities for Land Development ("BOLD") Program by HB I Iris, LLC, the developer of Trailstone, a 102-unit residential townhomes project on 7.89 acres, further identified as Assessor's Parcel Numbers 224-310-05-00, 224-310-06-00, 224-310-07-00, 224-310-08-00 AND 224-310-20-00 , located south of Robin Hill Lane , west of North Iris Lane, and north of Cheyenne Lane for tax-exempt bond funding of public facilities acquisition improvements of $1,584,420 and $2,497,810 of financed development fees.

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, AICP, Development Services Director)

Presenter: Kevin Snyder, AICP, Development Services Director

a) Resolution No. 2026-191

14. APPLICATION TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY (CMFA) BOND OPPORTUNITIES FOR LAND DEVELOPMENT (BOLD) PROGRAM BY ESCONDIDO VALLEY CENTER, LLC, THE DEVELOPER OF CENTER CITY AND VALLEY

Request the City Council adopt Resolution No. 2026-192, an expression of City Council support for an application to the California Municipal Finance Authority ("CMFA") Bond Opportunities for Land Development ("BOLD") Program by Escondido Valley Center, LLC, the developer of Center City and Valley, a 94-unit attached residential townhomes project on 3.51 acres, further identified as Assessor's Parcel Numbers 229-31-16-00 and 229-331-17-00, located north of West Valley Parkway and west of Centre City Parkway for tax-exempt bond funding of $2,291,716 of financed development fees.

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, AICP, Development Services Director)

Presenter: Kevin Snyder, AICP, Development Services Director

a) Resolution No. 2026-192

15. TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED SEPTEMBER 30, 2026

Request the City Council approve the Quarterly Investment Report for the quarter ended September 30, 2026.

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

Presenter: Douglas Shultz, City Treasurer

16. SPLASH PAD AT GROVE PARK CHANGE ORDER NO.1

Request the City Council adopt Resolution No. 2026-196 authorizing the Mayor to execute Change Order No. 1 in the amount of $308,542 for the Splash Pad at Grove Park Project to Western State Builders, Inc.

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

Presenter: Ed Vasquez, Project Manager

a) Resolution No. 2026-196

17. WEST 2ND AVENUE & SOUTH SPRUCE ST. CHANNEL FENCE PROJECT CHANGE ORDER NO. 1

Request the City Council adopt Resolution No. 2026-195 authorizing the Mayor to execute Change order No. 1 in the amount of $81,222 for the West 2nd Ave. and S. Spruce St. Channel Fence Project.

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

Presenter: Ed Vasquez, Project Manager

a) Resolution No. 2026-195

18. A TORCH RELAY AGREEMENT WITH THE LOS ANGELES ORGANIZING COMMITTTEE FOR THE OLYMPIC GAMES 2028

Request the City Council adopt Resolution No. 2026-194 authorizing the Mayor to sign the Torch Relay Agreement, an agreement with the Los Angeles Organizing Committee for the Olympic Games 2028 ("LA28") which could bring the Olympic Flame through Escondido.

Staff Recommendation: Approval (City Manager's Office: Christopher McKinney, Deputy City Manager)

Presenter: Nicole Lindsay, Management Analyst II

a) Resolution No. 2026-194

19. FISCAL YEAR 2026-27 STATE OF CALIFORNIA CITIZEN'S OPTIONS FOR PUBLIC SAFETY PROGRAM GRANT AND BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2026 -177, (1) authorizing the Escondido Police Department to accept a Fiscal Year 2026-27 Citizens' Option for Public Safety Program Grant in the amount of $232,316; (2) approving grant expenditures consistent with guidelines in AB1913; (3) authorizing the Chief of Police or their designee to execute grant documents on behalf of the City; and (4) approving all budget adjustments needed to spend grant funds.

Staff Recommendation: Approval (Police Department: Ken Plunkett, Chief of Police)

Presenter: Ken Plunkett, Chief of Police

a) Resolution No. 2026 -177

20. FIRST AMENDMENT TO PUBLIC SERVICES AGREEMENT WITH RUSS BASSETT CORP.

Request the City Council adopt Resolution No. 2026-198 authorizing the Mayor to execute a First Amendment to Public Services Agreement with Russ Bassett Corp., approving the addition of $65,000 for replacement flooring to an existing $199,250 Public Services Agreement for Dispatch center consoles, bringing the agreement to $264,250.

Staff Recommendation: Approval (Police Department: Ken Plunkett, Chief of Police)

Presenter: Ken Plunkett, Chief of Police

a) Resolution No. 2026-198

21. ANIMAL CONTROL SERVICES AGREEMENT WITH THE SAN DIEGO HUMANE SOCIETY AND SPCA AND BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2026-203, (1) approving an animal control services agreement with the San Diego Humane Society and SPCA; (2) authorizing the Mayor to execute contract documents on behalf of the City; and (3) approving a budget adjustment.

Staff Recommendation: Approval (Police Department: Ken Plunkett, Chief of Police)

Presenter: Ken Plunkett, Chief of Police

a) Resolution No. 2026-203

CURRENT BUSINESS

22. SENATE BILL NO. 580 (2025-2026) AND POLICIES RELATED TO ACCESS TO FACILITIES AND INFORMATION BY IMMIGRATION ENFORCEMENT

Request the City Council adopt Resolution No. 2026-201 approving the City's Policy Regarding Access to Facilities and Information by Immigration Enforcement.

Staff Recommendation: Approval (City Attorney's Office: Dare Delano, City Attorney and City Clerk's Office: Zack Beck, City Clerk)

Presenters: Zack Beck, City Clerk; Conner Doyle, Deputy City Attorney

a) Resolution No. 2026-201

PUBLIC HEARINGS

23. PL24-0067 – CONTINUANCE OF AN APPEAL OF THE PLANNING COMMISSION'S DECISION TO APPROVE A TENTATIVE SUBDIVISION MAP AND ADOPT AN ADDENDUM TO THE ENVIRONMENT DOCUMENT FOR THE SUBDIVISION OF ONE LOT INTO 5 RESIDENTIAL LOTS FOR FUTURE DEVELOPMENT ON HAMILTON LANE AND BERNARDO AVENUE

Request the City Council adopt Resolution No. 2026-90 denying the appeal of the Planning Commission's decision to approve the Tentative Subdivision Map and Addendum for the subdivision of one lot into 5 residential lots for future development on Hamilton Lane and Bernardo Avenue.

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, AICP, Director of Development Services)

Presenter: Melissa DiMarzo, Assistant Planner II

a) Resolution No. 2026-90

24. INTERIM URGENCY ORDINANCE PROHIBITING THE CONVERSION OF AGE-RESTRICTED MOBILE HOME PARKS TO ALL-AGE MOBILE HOME PARKS WITHIN THE CITY OF ESCONDIDO

Request the City Council adopt Ordinance No. 2026-22, approving an Interim Urgency (moratorium) Ordinance to prohibit the conversion of age-restricted or "senior" mobile home parks to all-age mobile home parks within the City of Escondido.

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, AICP, Director of Development Services)

Presenter: Garrett Smith, City Planner

a) Ordinance No. 2026-22 (First Reading and Introduction)

25. PL23-0273/PL23-0274/PL23-0275/PL23-0276/PL25-0275/PL26-0010: 855 BROTHERTON ROAD - THE ALEXAN AND BETHEL BAPTIST CHURCH

Request the City Council take the following actions in support of the proposed project: 1) Adopt Resolution No. 2026-185 certifying a Final Environmental Impact Report, adopting California Environmental Quality Act Findings, and a Mitigation Monitoring and Reporting Program prepared for the project. 2) Adopt Resolution No. 2026-186, approving a General Plan Amendment to amend the City's adopted 2012 General Plan changing the land use designation of the subject site from Planned Office (PO) to Urban V (U5), and ancillary text changes. 3) Introduce Ordinance No. 2026-21, approving a Zone Map Amendment to amend the Citywide Zoning Map changing the zoning district of the subject site from Residential Estates (RE-20) to Very High Multiple Family District (R-5-30). 4) Adopt Resolution No. 2026-187, approving a Major Plot Plan, Density Bonus Request, Adjustment Plat, and Design Review Permit for construction of 258 multi-family units, inclusive of 13 very-low-income units. 5) Adopt Resolution No. 2026-188, approving a Conditional Use Permit Modification, Design Review Permit, and Grading Exemption for construction of a 24,656 square-foot addition to an existing religious facility, and to permit fill slopes up to 12'-0" in height.

Staff Recommendation: Approval (Development Services Department: Kevin Snyder AICP, Director of Development Services)

Presenter: Ivan Flores, AICP, Principal Planner

a) Resolution No. 2026–185

b) Resolution No. 2026–186

c) Resolution No. 2026–187

d) Resolution No. 2026–188

e) Ordinance No. 2026-21 (First Reading and Introduction)

FUTURE AGENDA

26. FUTURE AGENDA

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

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S REPORT

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety, and Community Development.

ORAL COMMUNICATIONS

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

ADJOURNMENT

UPCOMING MEETING SCHEDULE

Wednesday, December 09, 2026 4:00 & 5:00 PM Closed Session, Regular Meeting, *Council Chambers*
Wednesday, January 13, 2027 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.

CEQA STATEMENT

Unless stated otherwise on the agenda, every item on the agenda is exempt from CEQA under Guideline Sections 15060(c), 15061(b), 15273, 15378, 15301, 15323 and/or Public Resources Code Section 21065

Consent Item No. 1 **December 2, 2026**

A F F I D A V I T S

OF

I T E M

P O S T I N G –

- **PL24-0067: Hamilton Lane 5-Lot Tentative Subdivision Map – Appeal**

- **PL23-0273/PL23-0274/PL23-0275/PL23-0276/PL25-0275/PL26-0010: 855 Brotherton Road – The Alexan and Bethel Baptist Church**


CITY OF ESCONDIDO
INCORPORATED 1888

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

NOTICE OF PUBLIC HEARING

The Escondido City Council will hold a public hearing in the City Council Chambers, Escondido City Hall, 201 North Broadway, Escondido, California at **5 p.m., Wednesday, December 2, 2026** to consider the item listed below:

PL24-0067: Hamilton Lane 5-Lot Tentative Subdivision Map - Appeal

REQUEST: An appeal of a Planning Commission decision to approve a Tentative Subdivision Map to subdivide a 6.02-acre parcel into five (5) lots, with a General Plan Designation of Estate I (E1) and a Zoning Designation of Residential Estates (RE-40; 40,000 square-foot minimum lot sizes) ("Project"). The Project includes on-site improvements related to grading and stormwater, and off-site improvements including but not limited to sidewalk, curb, and gutter, and other standard frontage improvements. The request also includes consideration of the environmental document prepared for the Project.

PROPERTY SIZE AND LOCATION: The 6.02-acre site is located on the southeast corner of Bernardo Avenue and Hamilton Lane and is addressed at 0 Hamilton Lane, Escondido, CA, 92029 (Assessor's Parcel Number: 238-360-68-00).

ENVIRONMENTAL STATUS: Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15164 (Addendum to a Mitigated Negative Declaration), an Addendum to an adopted 2007 Initial Study/Mitigated Negative Declaration was prepared for the Project as none of the requirements for preparation of a Subsequent MND under Section 15162 (Subsequent MND) have occurred.

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 City Council at, or prior to, the public hearing.

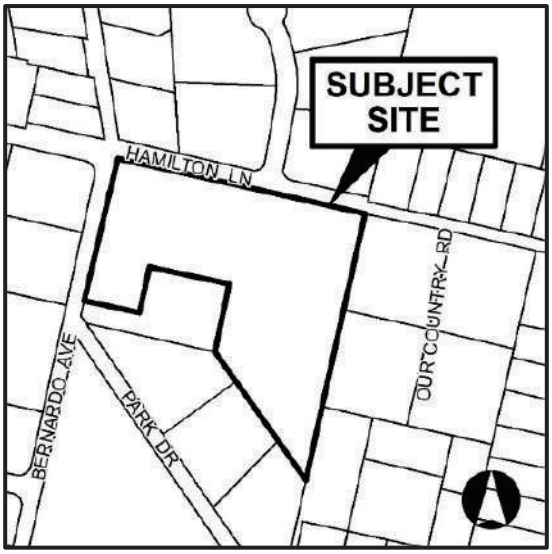
PREVIOUS ACTION: On April 28, 2026, the Planning Commission voted 4-1 to approve the Project. On August 5, 2026, City Council heard the appeal and continued the appeal hearing but did not specify a hearing date.

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

The City of Escondido remains committed to complying with the Americans with Disabilities Act (ADA). Qualified individuals with disabilities who wish to participate in City programs, services, or activities and who need accommodations are invited to present their requests to the City by filing out a Request for Accommodations Form or an Inclusion Support Request Form for Minors, or by calling 760-839-4643, preferably at least 72 hours in advance of the event or activity. Forms can be found on the City's website at: https://escondido.gov/820/Americans-with-Disabilities-Act.

The staff report will be available at Escondido Planning Services, 201 N. Broadway, Escondido, CA 92025; and on the City's website at https://escondido-ca.municodemeetings.com/ at least 72 hours prior to the hearing.

For additional information, please contact Melissa DiMarzo, Assistant Planner II, at 760-839-4531, or via email at Melissa.DiMarzo@escondido.gov and refer to Case No. PL24-0067.



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Zack Beck
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Zack Beck, City Clerk
City of Escondido
DATED: November 19, 2026

Published in THE NORTH COUNTY CHRONICLE: 11-19-26

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

NOTICE OF PUBLIC HEARING

The Escondido City Council will hold a public hearing in the City Council Chambers, Escondido City Hall, 201 North Broadway, Escondido, California at **5 p.m. on Wednesday, December 02, 2026** to consider the item listed below:

PL23-0273/PL23-0274/PL23-0275/PL23-0276/PL25-0275/PL26-0010: 855 Brotherton Road – The Alexan and Bethel Baptist Church

REQUEST: Approval of a development project consisting of the following items:

(1) a General Plan Amendment to change the existing land use designation from Planned Office (PO) to Urban V, including ancillary texts (U5: 30 dwelling units per acre [du/acre]);

(2) a Zone Map Amendment to create consistency with the proposed General Plan Amendment by changing the zoning for the subject property from Residential Estates (RE-20) to Very High Multi-Family Residential (R-5-30);

(3) a Major Plot Plan and Design Review Permit for construction of 258 multi-family units with a total gross building area of 365,859 square-foot (sq. ft.), inclusive of 13 (5%) very low-income units allowing for a Density Bonus Request consisting of incentives/concessions and waivers as permitted by State Density Bonus Law (SDBL) and Article 67 (Density Bonus and Residential Incentives) (“The Alexan”);

(4) a Conditional Use Permit Modification (CUP) for the existing religious/school facilities on-site, and a Design Review Permit for demolition of an existing 24,395 sq. ft. sanctuary building, and construction of 24,627 sq. ft. religious facility building area with a sanctuary seating approximately 600, an entryway/foyer, offices, meeting rooms, kitchen, and storage(“Bethel Baptist Church”). The religious facility development also includes construction of two dwelling units to be used as temporary housing for traveling missionaries.

(5) The Project also includes a Grading Exemption to permit fill slopes and retaining walls up to 12’-0” in height, and Adjustment Plat to adjust the properties boundaries to facilitate development of The Alexan residential development. The Project also includes standard on-site improvements including but not limited to off-street parking, landscaping, drainage, and utilities and frontage improvements along Felicita Road and Brotherton Road; and off-site improvements including, but not limited to mitigation measures for Vehicles Miles Traveled (VMT) as detailed in the Draft Environmental Impact Report (“DEIR”).

(6) The request also includes certification of a Final Environmental Impact Report (“FEIR”).

PROPERTY SIZE AND LOCATION: The 14.83-acre site is located at the southeast corner of W Felicita Road and Brotherton Road and addressed as 855 Brotherton Road, Escondido, CA. (Assessor’s Parcel Number(s): 236-333-41-00/236-333-53-00).

ENVIRONMENTAL STATUS: A DEIR was circulated for 45 days from January 22, 2026 to March 9, 2026. Responses to comments received on the DEIR have been incorporated into the FEIR. Mitigation measures required under the California Environmental Quality Act (“CEQA”) were developed to reduce the potential project impacts related to biological resources, cultural resources, hazards and hazardous materials, noise, transporation, and tribal cultural resources; however, implementation of mitigation measures would reduce them to a less-than-significant level. The FEIR may be accessed at the following link or viewed at the Planning Services Counter during regular business hours: Alexan Escondido and Bethel Baptist Church Project | Escondido, CA

PLANNING COMMISSION ACTION: On August 11, 2026, the Planning Commission held a duly noticed public hearing, and voted 2-2 (3 absences) on a motion to recommend approval of the Project. Consequently, the motion failed, and a Planning Commission recommendation was not reached on the matter.

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 Division at, or prior to, the public hearing.

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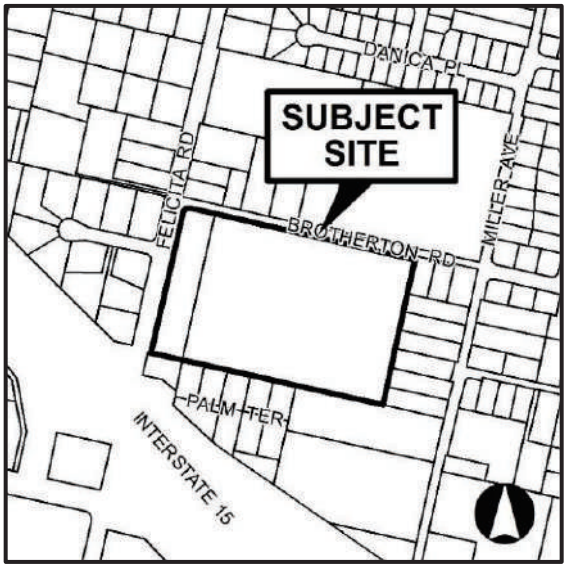
PUBLIC COMMENT: To submit comments in writing, please do so at the following link: https://escondido-ca.municodemeetings.com/bc-citycouncil/webform/public-comment. All comments received from the public will be made a part of the record of the meeting.

The City of Escondido remains committed to complying with the Americans with Disabilities Act (ADA). Qualified individuals with disabilities who wish to participate in City programs, services, or activities and who need accommodations are invited to present their requests to the City by filing out a Request for Accommodations Form or an Inclusion Support Request Form for Minors, or by calling 760-839-4643, preferably at least 72 hours in advance of the event or activity. Forms can be found on the City's website at: https://escondido.gov/820/Americans-with-Disabilities-Act.

The staff report will be available at the Escondido Planning Services, 201 N. Broadway, Escondido, CA 92025; and on the City's website at https://escondido-ca.municodemeetings.com/ after Thursday, November 26, 2026.



For additional information, please contact Ivan Flores, AICP, Principal Planner, at 760-839-4529, or via email at ivan.flores@escondido.gov, and refer to Case No. PL23-0273.

DocuSigned by:
Zack Beck
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Zack Beck, City Clerk
City of Escondido

DATED: November 05, 2026

Published in THE ESCONDIDO TIMES ADVOCATE: 11-5-26

STAFF REPORT

December 02, 2026
File Number 0400-40

SUBJECT

APPROVAL OF WARRANT REGISTER

DEPARTMENT

Finance

RECOMMENDATION

Approval for City Council and Housing Successor Agency warrants issued between October 26, 2026 to November 22, 2026.

Staff Recommendation: Approval (Finance Department: Christina Holmes)

ESSENTIAL SERVICE – Internal requirement per Municipal Code Section 10

COUNCIL PRIORITY –

FISCAL ANALYSIS

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

Dates	10/26/2026 to 11/22/2026
Total	$16,404,843.56
Number of Warrants	773

BACKGROUND

The Escondido Municipal Code Section 10-49 states that warrants or checks may be issued and paid prior to audit by the City Council, provided the warrants or checks are certified and approved by the Director of Finance as conforming to the current budget. These warrants or checks must then be ratified and approved by the City Council at the next regular Council meeting.

CITY of ESCONDIDO

COUNCIL MEETING MINUTES

CLOSED SESSION
4:00 PM

CALL TO ORDER

1. Roll Call: Fitzgerald, C. Garcia, J. Garcia, Martinez, 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 Management Association Bargaining Unit
   c. Agency Representative: Sean McGlynn, City Manager, or designee
      Employee Organization: Escondido Fire Chiefs' Association Bargaining Unit

II. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code § 54956.9(d)(2))**
   a. Matter arising out of Dixon Trail alleged water damage
   b. One matter

ADJOURNMENT

Mayor White adjourned the meeting at 5:00 p.m.

_____ _____

MAYOR CITY CLERK

CITY of ESCONDIDO

COUNCIL MEETING MINUTES

REGULAR SESSION
5:00 PM Regular Session

MOMENT OF REFLECTION

FLAG SALUTE

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

CALL TO ORDER

Roll Call: Fitzgerald, C. Garcia, J. Garcia, Martinez,

Absent: White

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

Stephen Wheeler – Requested that the City Council cancel the City of Escondido Police Department Firing Range Contract with Homeland Security Investigations (HSI)

Mark Burroughs – Superintendent of the San Pasqual Union School District requested a repair a broken fence on Rockwood Road

Kasey Van Lant – Expressed opposition to the proposed Brotherton Housing Project

Stephanie Mason – Expressed opposition to the proposed Brotherton Housing Project

Paul Desforges – Expressed concern regarding a broken fence at Rockwood Road

Eric Danell - Expressed opposition to the proposed Brotherton Housing Project

Robin Weinstock - Expressed opposition to the proposed Rinks Project at Kit Carson Park

CONSENT CALENDAR

Motion to approve items 1-7; 9-13: J. Garcia; Second: Fitzgerald; Approved: 4-0

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

CITY of ESCONDIDO

COUNCIL MEETING MINUTES

2. APPROVAL OF WARRANT REGISTER

Request the City Clerk approve the City Council and Housing Successor Agency warrants issued between September 28, 2026 to October 25, 2026.

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

3. APPROVAL OF MINUTES: Regular meetings of September 30, 2026 and October 7, 2026

4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS

5. REQUEST APPROVAL FOR CHANGE ORDER NO. FOUR TO THE PUBLIC IMPROVEMENT AGREEMENT WITH PALM ENGINEERING CONSTRUCTION COMPANY, INC. FOR THE MOUNTAIN VIEW PARK PICKLEBALL COURTS PROJECT

Request the City Council approve Resolution No. 2026-171 authorizing the Mayor to execute, on behalf of the City, change order number four to the Public Improvement Agreement with Palm Engineering Construction Company, Inc. for additional enhancements for the anticipated users of the courts that staff identified during construction including but not limited to increase in shade structure size, a sump drain, drain covers, installation of astro turf, curb installation and additional landscaping in the amount of $99,628.45. (File Number 0910-20)

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, Director of Development Services)

Presenter: Michael Tully, Project Manager

a) Resolution No. 2026-171

6. A CHANGE ORDER TO SB GENERAL ENGINEERING, INC. FOR THE CLEAN CALIFORNIA ESCONDIDO GATEWAY PROJECT

Request the City Council adopt Resolution No. 2026-175 authorizing a change order with SB General Engineering, Inc. in an amount not to exceed $261,569.50 to add to the construction of the Clean California Escondido Gateway Project (“Project”). (File Number 0910-20)

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, Director of Development Services)

Presenter: Jason Christman, Interim City Engineer

a) Resolution No. 2026-175

7. AMENDMENT TO THE SEWER FLOW AGREEMENT FOR THE VALIANO PROJECT

Request the City Council adopt Resolution No. 2026-156, authorizing the Mayor to execute, on behalf of the City, an amendment to the Sewer Flow Agreement for the Valiano Project ("Project"). (File Number 0600-10; A-3296-1)

Staff Recommendation: Approval (Utilities Department: Daniel Peterson, Director of Utilities)

Presenter: Kyle Morgan, Assistant Director of Utilities, Wastewater

a) Resolution No. 2026-156

8. AN ASSIGNMENT, ASSUMPTION OF AND AMENDMENT TO RECIPROCAL PARKING AGREEMENT BY AND BETWEEN THE CITY OF ESCONDIDO ("CITY"), ESCONDIDO CHAMBER OF COMMERCE, AND PRECISION CLUB, LLC.

Request the City Council adopt Resolution No. 2026-159 authorizing the Mayor to execute, on behalf of the City, an Assignment, Assumption of and Amendment to Reciprocal Parking Agreement ("Assignment") by and between the City of Escondido, Escondido Chamber of Commerce, and Precision Club, LLC for real property more particularly described in Exhibit A and Exhibit B of the Assignment. (File Number 0600-10; A-3627)

Staff Recommendation: Approval (Economic Development Department: Christopher McKinney, Deputy City Manager)

Presenter: Timer Paida, Management Analyst – Real Property

a) Resolution No. 2026-159

Mark Anthony – Expressed opposition to this item.

Motion: Fitzgerald; Second: C. Garcia; Approved: 4-0

9. A SECOND AMENDMENT TO GROUND LEASE WITH SAN DIEGO COUNTY CREDIT UNION FOR 150 EAST VALLEY PARKWAY, ESCONDIDO, CALIFORNIA AND A FIRST AMENDMENT TO LEASE AGREEMENT WITH THE ROBERTA CARVALHO NUCKOLS TRUST

Request the City Council adopt Resolution No. 2026-173 authorizing the Mayor to execute, on behalf of the City, a Second Amendment to Ground Lease ("Second Amendment") with San Diego County Credit Union (referred to herein as "SDCCU") for 150 East Valley Parkway, Escondido, California and a First Amendment to Lease Agreement with the Roberta Carvalho Nuckols Trust. (File Number 0600-10; A- 1732-2)

Staff Recommendation: Approval (Economic Development Department: Christopher McKinney, Deputy City Manager)

Presenter: Timer Paida, Management Analyst – Real Property

a) Resolution No. 2026-173

10. APPROVE PURCHASE OF 120 POLICE DEPARTMENT LAPTOPS AND AUTHORIZE BUDGET ADJUSTMENT

Request the City Council adopt Resolution No. 2026-179 authorizing the Information Systems Department to purchase 120 replacement laptops and required accessories for the Police Department and approve the budget adjustment needed to complete the purchase. The replacement aligns with the expected lifecycle of the existing hardware, and the new laptops meet the specifications required for officers to connect to the City's new Computer Aided Dispatch ("CAD") system. (File Number 0470-20)

Staff Recommendation: Approval (Information Systems Department: Robert Van De Hey, Chief Information Officer)

Presenter: Robert Van De Hey, Chief Information Officer

a) Resolution No. 2026-179

11. FIRST AMENDMENT TO THE WORKDAY CONTINUOUS VALUE SERVICES (CVS) AGREEMENT WITH COLLABORATIVE SOLUTIONS, LLC

Request that the City Council adopt Resolution No. 2026-178 authorizing the Mayor, on behalf of the City, to execute a First Amendment to the Workday Continuous Value Services ("CVS") Agreement with Collaborative Solutions, LLC, a Cognizant company, increasing the available support hours and contract compensation through June 30, 2027. (File Number 0600-10; A-3628-1)

Staff Recommendation: Approval (Information Systems Department: Robert Van De Hey, Chief Information Officer)

Presenter: Robert Van De Hey, Chief Information Officer

a) Resolution No. 2026-178

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.)

12. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADDING A NEW ARTICLE 81 TO CHAPTER 33 OF THE ESCONDIDO MUNICIPAL CODE TO IMPLEMENT SENATE BILL 79 (2025), CODIFIED AT GOVERNMENT CODE SECTIONS 65912.155 THROUGH 65912.162, INCLUSIVE, BY ESTABLISHING A TRANSIT ORIENTED DEVELOPMENT OVERLAY ZONE, ADOPTING THE TRANSIT-ORIENTED DEVELOPMENT OVERLAY ZONE MAP AND RELATED PARCEL INVENTORIES, APPLYING THE OVERLAY ZONE TO PARCELS SUBJECT TO SENATE BILL 79, EXEMPTING CERTAIN PARCELS AS ALLOWED BY LAW, PHASING IMPLEMENTATION FOR CERTAIN PARCELS AS ALLOWED BY LAW, ESTABLISHING OBJECTIVE DEVELOPMENT STANDARDS FOR TRANSIT ORIENTED HOUSING DEVELOPMENTS, DETERMINING THAT ADOPTION OF THE ORDINANCE IS NOT A PROJECT FOR PURPOSES OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND AUTHORIZING STAFF TO SUBMIT THE ENACTED ORDINANCE TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY; DEVELOPMENT CASE NO.: PL26-0140**

Approved on October 7, 2026 with a vote of 5/0.

a) Ordinance No. 2026-15 (Second Reading and Adoption)

13. **AN EXTENSION OF AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858, CONTINUING A MORATORIUM FOR TEN (10) MONTHS AND FIFTEEN (15) DAYS ON THE ESTABLISHMENT, EXPANSION, OR INTENSIFICATION OF DATA CENTERS AND OTHER SIMILAR HIGH-INTENSITY COMPUTING USES WITHIN THE CITY OF ESCONDIDO; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA**

Approved on October 7, 2026 with a vote of 5/0.

a) Ordinance No. 2026-19 (Second Reading and Adoption)

WORKSHOP

14. **AMERICAN RESCUE PLAN ACT FINAL REPORT**
Request the City Council receive and file the final report on the American Rescue Plan Act ("ARPA") funds. (File Number 0430-20)

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

Presenter: Christina Holmes, Director of Finance

CITY of ESCONDIDO

COUNCIL MEETING MINUTES

CURRENT BUSINESS

15. **UNCLASSIFIED AND MANAGEMENT SALARY AND BENEFITS PLAN, PART-TIME BENEFIT AND SALARY PLANS, AND FULL-TIME COMPENSATION SCHEDULE**

Request the City Council (1) adopt Resolution No. 2026-180 amending the Part-time Salary Plan and Part Time Classification and Benefits Plan; and (2) adopt Resolution No. 2026-181 amending the Salary and Benefits Plan for the Unclassified and Management Groups; (3) adopt Resolution No. 2026-182 amending the full-time compensation schedule for all employee groups. (File Number 0720-20)

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

Presenter: Jessica Perpetua, Director of Human Resources

a) Resolution No. 2026-180

b) Resolution No. 2026-181

c) Resolution No. 2026-182

Motion: White; Second: C. Garcia; Approved: 4-0

16. **AMENDMENTS TO THREE GROUND LEASES BETWEEN THE CITY OF ESCONDIDO AND NORTH COUNTY FAIR LP AND EWH ESCONDIDO ASSOCIATES LP FOR PARCELS 2, 5, 7, AND 8 AT THE NORTH COUNTY MALL**

Request the City Council adopt Resolution No. 2026-184, authorizing the Mayor and/or Authorized Officers to execute three Ground Lease Amendments, all with North County Fair LP and EWH Escondido Associates LP. (File Number 0600-10; A-0813-5; A-3629-2; A-3630-2)

Staff Recommendation: Approval (City Manager's Office: Christopher McKinney, Deputy City Manager)

Presenter: Christopher McKinney, Deputy City Manager

a) Resolution No. 2026-184

Kristina Miller – Expressed opposition to the item

Motion: C. Garcia; Second: Fitzgerald; Approved: 3-1 (No – Martinez)

17. **RESIDENTIAL AND COMMERCIAL SOLID WASTE AND RECYCLING RATE ADJUSTMENTS**
Request the City Council adopt Resolution No. 2026-176, approving the annual residential and commercial solid waste and recycling rate adjustments pursuant to the terms of the City of Escondido's ("City's") adopted Solid Waste and Recycling Franchise Agreement with Escondido Disposal, Inc. ("EDI"). Upon approval by the City Council, the proposed rate adjustments will become effective January 1, 2027. (File Number 1320-65)

Staff Recommendation: Approval (Utilities Department: Daniel Peterson, Director of Utilities)

Presenter: Daniel Peterson, Director of Utilities

a) Resolution No. 2026-176

Motion: C. Garcia; Second: Martinez; Approved: 4-0

18. **FISCAL YEAR 2026/2027 PUBLIC ART ANNUAL WORK PLAN**
Request the City Council adopt Resolution No. 2026-172 approving and adopting Fiscal Year 2026/2027 Public Art Annual Work Plan as recommended by the Public Art Commission and necessary budget adjustments. (File Number 1110-40)

Staff Recommendation: Approval (Economic Development Department: Christopher McKinney, Deputy City Manager)

Presenters: Sandra Aguilar, Management Analyst, and Nathalie Martinez, Chair of the Public Art Commission

a) Resolution No. 2026-172

Motion: Fitzgerald; Second: J. Garcia; Approved: 4-0

FUTURE AGENDA

19. **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)

Fitzgerald / J. Garcia - Presentation on annexations and out of agency agreements

CITY of ESCONDIDO

COUNCIL MEETING MINUTES

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S REPORT

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety, and Community Development.

ORAL COMMUNICATIONS

None

ADJOURNMENT

Mayor White adjourned the meeting at 7:20 p.m.

_____ _____

MAYOR CITY CLERK

STAFF REPORT

ITEM NO. 4

SUBJECT

WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

ANALYSIS

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

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

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

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

RECOMMENDATION

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

Respectfully Submitted,

Zack Beck
City Clerk

STAFF REPORT

December 2, 2026
File Number 0170-57

SUBJECT

APPROVAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR FIRE CHIEF JOHN TENGER

DEPARTMENT

Human Resources

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-131, approving the California Public Employees' Retirement System ("CalPERS") Industrial Disability Retirement for Fire Chief John Tenger.

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

Presenter: Jessica Perpetua, Director of Human Resources

ESSENTIAL SERVICE – Internal Requirement

COUNCIL PRIORITY –

FISCAL ANALYSIS

None

PREVIOUS ACTION

None

BACKGROUND

Fire Chief John filed for Industrial Disability Retirement on August 4, 2026. He was employed by the City of Escondido for 27 years, prior to a Service Retirement pending an Industrial Disability Retirement. His last day of employment was on December 1, 2026. The basis for Chief Tenger's Industrial Disability Retirement application is confirmed by the medical reports received from Dr. Ramin Raiszadeh. Chief Tenger's condition is orthopedic in nature. Accordingly, Chief John Tenger is incapacitated within the meaning of the Public Employees' Retirement Law for performance of his usual and customary duties in the position of Fire Chief.

Under state law, CalPERS requires the City Council to adopt a resolution stating that competent medical evidence supports the granting of an Industrial Disability Retirement. Based on medical evidence, staff

CITY of ESCONDIDO

STAFF REPORT

recommends the City Council adopt Resolution No. 2026-131, approving the CalPERS Industrial Disability Retirement for Fire Chief John Tenger to be effective December 02, 2026.

RESOLUTIONS

a. Resolution No. 2026-131

RESOLUTION NO. 2026-131

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING THE CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR FIRE CHIEF JOHN TENGER

WHEREAS, the City of Escondido (the "City") is a contracting agency of the California Public Employees' Retirement System ("CalPERS"); and

WHEREAS, the California Public Employees' Retirement Law (Government Code Section § 20000 et seq.) ("California law") requires that the City determine whether an employee classified as a local safety member is disabled for purpose of the California law and whether such disability is "industrial" within the meaning of such law; and

WHEREAS, John Tenger ("Employee") filed an application with CalPERS on August 4, 2026, for an industrial disability retirement due to an orthopedic injury of the cervical spine; and

WHEREAS, the Employee, was employed by the City in the position of Fire Chief; and

WHEREAS, the City Council of the City of Escondido has reviewed the medical and other evidence relevant to this industrial disability.

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 does hereby find and determine that Employee is incapacitated within the meaning of the California Public Employees' Retirement Law for performance of his duties in the position of Fire Chief.

3. That the City Council certifies Resolution No. 2026-131 in accordance with Government Code Section § 21156, that this determination was made on the basis of competent medical opinion, and was not used as a substitute for the disciplinary process.

4. That the Employee had filed a Workers' Compensation claim for his disabling condition. The City accepted the Employee's Workers' Compensation claim.

5. That neither Employee nor the City of Escondido has applied to the Worker's Compensation Appeals Board for a determination pursuant to Government Code Section § 21166 whether such disability is industrial.

6. His last day on paid status was December 1, 2026; the employee was separated on December 2, 2026, effective date of retirement December 2, 2026.

7. That there is not a possibility of third-party liability.

8. That the City will not make any monthly advanced disability pension payments.

9. That the primary disabling condition is an orthopedic injury to his cervical spine and arose out of and in the course of employment.

10. That there is competent medical opinion certifying the disabling condition to be permanent.

11. That based on information and belief, and on the information provided by City staff, the City Council certifies under penalty of perjury that all statements in this Resolution are true and correct.

STAFF REPORT

December 2, 2026
File Number 0740-30

SUBJECT

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ESCONDIDO AND THE ESCONDIDO POLICE OFFICERS' ASSOCIATION – SWORN PERSONNEL

DEPARTMENT

Human Resources Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-199, approving a three-year Memorandum of Understanding ("MOU") between the City of Escondido ("City") and the Escondido Police Officers' Association - Sworn Personnel ("Association"), commencing January 1, 2027, through December 31, 2029.

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

Presenter: Jessica Perpetua, Director of Human Resources

ESSENTIAL SERVICE – Yes, Internal requirement in support of Police Services.

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

The fiscal impact to the General Fund for the fiscal year ending June 30, 2027, is $533,660. The financial impacts of the remainder of the contract will be included in the FY2026/27 operating budget adoption.

PREVIOUS ACTION

On March 26, 2025, the City Council voted to adopt the MOU between the Association and the City of Escondido, for a two-year term that expires on December 31, 2026.

BACKGROUND

The City Council provided policy and negotiating authority to the City Manager in closed session. Thereafter, both City staff and Association representatives met quickly and efficiently to reach terms of an agreement. Both parties understand the importance of maintaining good labor relationships to serve the community.

CITY of ESCONDIDO

STAFF REPORT

The three-year contract provides: a term beginning on January 1, 2027 and ending on December 31, 2029; a 4% across-the-board increase for all classifications in year one, a 4% across-the-board increase for all classifications in year two, and a 4% across-the-board for all classifications in year three; the addition of two floating holidays; an increase in the banked holiday maximum from 109 to 110 hours; an increase of the longevity lump sum payment from $1,000 annually to $4,000 for employees reaching 15 continuous years with the City of Escondido, and $6,000 for employees reaching 20 continuous years with the City of Escondido; an increase in POST Certificate Pay from 4.00% to 5.00% for Intermediate POST Certificate Pay and from 5.25% to 7.00% for Advanced POST Certificate Pay; and an increase in Special Weapons and Tactics (SWAT) Pay from $100 to $300 per month. The contract also includes re-opener language for healthcare.

Members of the Association voted in support of the terms and conditions of this agreement. Likewise, City staff recommends approval.

RESOLUTIONS

a. Resolution No. 2026-199
b. Resolution No. 2026-199 – Exhibit "A" Management Proposal No. 3 – Tentative Agreement

ATTACHMENTS

a. Attachment "1"—Budget Adjustment

RESOLUTION NO. 2026-199

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING A THREE-YEAR MEMORANDUM OF UNDERSTANDING BETWEEN REPRESENTATIVES OF THE ESCONDIDO POLICE OFFICERS' ASSOCIATION – SWORN PERSONNEL AND THE CITY OF ESCONDIDO

WHEREAS, on March 26, 2025, the Escondido City Council adopted Resolution No. 2025-25, to complete a Memorandum of Understanding between the Escondido Police Officers' Association – Sworn Personnel ("Association") and the City of Escondido ("City") for the period of January 1, 2025, and December 31, 2026 ("MOU"); and

WHEREAS, negotiating teams from the City and the Association have been duly appointed and have met and conferred in good faith to address matters affecting both parties including wages, hours, and other terms and conditions of employment; and

WHEREAS, the City and the Association agree the MOU promotes the continuation of the harmonious relationship between the City and the Association and, at this time, a three-year MOU is in the best interest of the City and the Association; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve a three-year MOU.

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. Implement the changes as provided in Exhibit “A”, attached to Resolution No. 2026-199 and incorporated herein.

3. That the City Council authorizes the City’s negotiating team to execute the three-year MOU with a new term from January 1, 2027 through December 31, 2029.

November 20, 2026
Via Email

City of Escondido
2026 Meet-and-Confer Process
Escondido Police Officers' Association

Tentative Agreement

1. Term

Three-year contract.
January 1, 2027 – December 31, 2029.

Unless expressly stated otherwise, changes in wages, benefits and other terms and conditions of employment are not retroactive, and shall take effect upon ratification of the successor memorandum of understanding by EPOA and City Council.

2. Compensation

a. Across-the-board Increase

Classification of Police Officer

- Year 1 – 4.0% across-the-board increase.
- Year 2 – 4.0% across-the-board increase.
- Year 3 – 4.0% across-the-board increase.

Classification of Police Sergeant

- Year 1 – 4.0% across-the-board increase.
- Year 2 – 4.0% across-the-board increase.
- Year 3 – 4.0% across-the-board increase.

3. Holiday

All employees will receive three floating holidays per fiscal year on July 1st, equal to 30 hours of straight time. This benefit will not be prorated for those hired after July 1. The floating holiday may be used at the discretion of the employee with prior management approval. Unused floating holiday credit will not carry over to the next fiscal year, has no cash value, and thus cannot be paid out upon separation of employment.

4. Banked Holiday Balance

An employee's Banked Holiday Balance shall not exceed 110 hours.

5. Longevity Incentive Pay

A $4,000 lump sum payment will be paid once annually each year to employees with at least 15 continuous years with the City of Escondido.

A $6,000 lump sum payment will be paid once annually each year to employees with 20 or more continuous years with the City of Escondido.

Longevity incentive pay will not be prorated and is paid in the pay period that includes July 1 each year to current employees. Longevity incentive pay shall not be stacked. Employees with 20 or more continuous years with the City of Escondido will only receive the $6,000 lump sum payment.

6. Education Incentive Pay – P.O.S.T Certificate Pay

P.O.S.T Certificate Pay for both officers and sergeants is:

Intermediate Certificate:	5.0%
Advanced Certificate:	7.0%

7. Special Weapons and Tactics Pay (SWAT)

Special Weapons and Tactics (SWAT) Pay. Officers and sergeants assigned to the Special Weapons and Tactics (SWAT) Unit shall receive incentive pay of $300.00 per month ($3,600 annually).

8. Health Care Re-Opener

The parties mutually agree to re-open the MOU to meet and confer on providing additional health insurance plans for the 2028 and/or 2029 benefit years. Without mutual agreement between the City and EPOA, there will be no change to the medical coverage provided by the City.

Docusign Envelope ID: B83A3BC4-4D88-899B-8264-07800B1EBFBC

Attachment "1"

CITY OF ESCONDIDO

BUDGET ADJUSTMENT REQUEST

Department:	Human Resources
Department Contact:	Jessica Perpetua
City Council Meeting Date:	December 2, 2026

EXPLANATION OF REQUEST

City Council adoption of Resolution No. 2026-199, approving a three-year Memorandum of Understanding ("MOU") between the City of Escondido ("City") and the Escondido Police Officers' Association - Sworn Personnel ("Association"), commencing January 1, 2027, through December 31, 2029

BUDGET ADJUSTMENT INFORMATION

Description	Fund	Cost Center	Spend/Revenue Category	Increase	Decrease
Police Officers Association MOU: January – June 2027	General Fund	Police	Personnel Services	533,660	

APPROVALS

Signed by: Jessica Perpetua E3166F28D38A48C...	11/18/2026	Signed by: Christina Holmes B56F52D8C10540B...	11/18/2026
DEPARTMENT HEAD	**DATE**	**FINANCE**	**DATE**

STAFF REPORT

December 2, 2026
File Number 0440-35

SUBJECT

APPROVAL OF THE FY2027/28 RECOGNIZED OBLIGATION PAYMENT SCHEDULE

DEPARTMENT

Finance

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-152 to approve the FY2027/28 Recognized Obligation Payment Schedule ("ROPS") so that the Successor Agency may continue to make payments due for enforceable obligations.

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

Presenter: Christina Holmes, Director of Finance

ESSENTIAL SERVICE – No

COUNCIL PRIORITY –

FISCAL ANALYSIS

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

PREVIOUS ACTION

Resolution No. 2025-140 for approval of the Recognized Obligation Payment Schedule (ROPS26-27) was adopted by the City Council on December 10, 2025.

BACKGROUND

Escondido's Redevelopment Agency ("Redevelopment Agency") was established in December 1984 in connection with the adoption of the Escondido Redevelopment Plan ("Plan") and formation of a Redevelopment Project Area ("Escondido Redevelopment Project Area"). The Redevelopment Agency

consisted of the members of the Escondido City Council, although the City and Redevelopment Agency were legally separate entities.

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

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

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

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

RECOGNIZED OBLIGATION PAYMENT SCHEDULE OUTSTANDING OBLIGATIONS

The Recognized Obligation Payment Schedule for July 2027 through June 2028 (Exhibit "A" to Resolution No. 2026-152) lists one enforceable obligation of the Redevelopment Agency:

Loan Repayment to Traffic Impact Fund: $150,000

California Health and Safety Code Section 33445 authorized a redevelopment agency to enter into agreements with the host city to borrow money and accept financial assistance from the city for

redevelopment projects located within the agency's jurisdiction. Because newly formed agency funding was limited to a future, expected stream of tax increment, cities often loaned agencies both staff and funding to get redevelopment projects started. By Escondido Community Development Commission ("CDC") Resolution No. 1985-07, the Traffic Impact Fund loaned the Redevelopment Agency $200,000 for certain Nordahl Bridge improvements. Under Section 5 of Resolution No. CDC 85-7, the Commission agreed to reimburse the City for the advance from whatever revenue the Commission is entitled to and to pay interest at the rate of twelve percent (12%) per annum, with a final payment date in FY2035/36. On December 18, 2012, this Loan was recognized by the Department of Finance to be an enforceable obligation of the Successor Agency.

Listed in ROPS27-28 (Exhibit "A" to Resolution No. 2026-152) is a request for approval of a payment of $150,000. The $150,000 total payment will result in an ending loan balance of $676,635 including accrued interest, summarized in the table below:

FY2026/27 Ending Balance	$738,067
ROPS27/28 Payment	(150,000)
FY2027/28 Accrued Interest (12%)	88,568
FY2027/28 Ending Balance	**$676,635**

RESOLUTIONS

a. Resolution No. 2026-152
b. Resolution No. 2026-152 – Exhibit "A" – ROPS 27-28

RESOLUTION NO. 2026-152

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AS THE SUCCESSOR AGENCY TO THE ESCONDIDO REDEVELOPMENT AGENCY, ADOPTING A RECOGNIZED SCHEDULE OF ENFORCEABLE OBLIGATIONS FOR THE PERIOD OF JULY 2027 THRU JUNE 2028 PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177

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

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

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

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

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

1. That the above recitations are true.

2. That the City Council, as the Successor Agency to the Escondido Redevelopment Agency, hereby adopts the ROPS for the period of July 2027 to June 2028, which is attached hereto as Exhibit “A” and incorporated by this reference.

Recognized Obligation Payment Schedule (ROPS 27-28) - Summary
Filed for the July 1, 2027 through June 30, 2028 Period

Successor Agency: Escondido

County: San Diego

	Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	27-28A Total (July - December)	27-28B Total (January - June)	ROPS 27-28 Total
A	**Enforceable Obligations Funded as Follows (B+C+D)**	**$ -**	**$ -**	**$ -**
B	Bond Proceeds	-	-	-
C	Reserve Balance	-	-	-
D	Other Funds	-	-	-
E	**Redevelopment Property Tax Trust Fund (RPTTF) (F+G)**	**$ 150,000**	**$ -**	**$ 150,000**
F	RPTTF	150,000	-	150,000
G	Administrative RPTTF	-	-	-
H	**Current Period Enforceable Obligations (A+E)**	**$ 150,000**	**$ -**	**$ 150,000**

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/

Signature Date

Escondido
Recognized Obligation Payment Schedule (ROPS 27-28) - ROPS Detail
July 1, 2027 through June 30, 2028

A	B	C	D	E	F	G	H	I	J	K	O	Q
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	**ROPS 27-28 Total**	**ROPS 27-28A (Jul - Dec)**	**27-28A Total**
											Fund Sources	
											RPTTF	
								$738,067		$150,000	$150,000	$150,000
7	Loan Repayment to Traffic Impact Fund	City/County Loan (Prior 06/28/11), Other	08/15/1994	12/31/2035	City of Escondido	Capital Improvement-Nordahl bridge improvements	Esc. Redev.	738,067	N	$150,000	150,000	$150,000

Escondido
Recognized Obligation Payment Schedule (ROPS 27-28) - Report of Cash Balances
July 1, 2024 through June 30, 2025
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 24-25 Cash Balances (07/01/24 - 06/30/25)	**Fund Sources**					**Comments**
		Bond Proceeds		**Reserve Balance**	**Other Funds**	**RPTTF**	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	**Beginning Available Cash Balance (Actual 07/01/24)** RPTTF amount should exclude "A" period distribution amount.						
2	**Revenue/Income (Actual 06/30/25)** RPTTF amount should tie to the ROPS 24-25 total distribution from the County Auditor-Controller					150,000	
3	**Expenditures for ROPS 24-25 Enforceable Obligations (Actual 06/30/25)**					150,000	
4	**Retention of Available Cash Balance (Actual 06/30/25)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						
5	**ROPS 24-25 RPTTF Prior Period Adjustment** RPTTF amount should tie to the Agency's ROPS 24-25 PPA form submitted to the CAC		No entry required				
6	**Ending Actual Available Cash Balance (06/30/25) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)**	**$-**	**$-**	**$-**	**$-**	**$-**	

Escondido
Recognized Obligation Payment Schedule (ROPS 27-28) - Notes
July 1, 2027 through June 30, 2028

Item #	Notes/Comments
7	

STAFF REPORT

December 2, 2026
File Number 0410-20

SUBJECT

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

DEPARTMENT

Finance

RECOMMENDATION

Request the City Council receive and file the annual and five-year Financial Report on Development Impact Fees.

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

Presenter: Christina Holmes, Director of Finance

ESSENTIAL SERVICE – Police Services; Fire/EMS Services; Keep City Clean for Public Health and Safety; Land Use/Development; Clean Water; Sewer; Public Works/Infrastructure; Maintenance of Parks facilities/Open Spaces

COUNCIL PRIORITY – Be Business Friendly; Build Trust and Accountability; Drive Community and Land Development; Financial Stewardship; Prioritize Public Safety

FISCAL ANALYSIS

There is no fiscal impact from this action.

PREVIOUS ACTION

The annual report for the Fiscal Year ending June 30, 2025, was brought to the City Council on December 10, 2025.

BACKGROUND

Government Code Section 66006 requires local agencies that impose Development Impact Fees to follow certain accounting procedures for tracking fee revenue received and to prepare an annual report that make certain findings. The Fiscal Year June 30, 2026 Financial Information Report (Attachment "1") provides the annual information required by the Government Code for the four Development Impact Fees that meet this reporting requirement: Park Development, Traffic Impact, Storm Drain, and Public Facilities.

CITY of ESCONDIDO

STAFF REPORT

These fees are accounted for in separate funds, and each fund earns and accumulates interest. No refunds have been made nor are any required.

The Five-Year Report (Attachment "2") evaluates the remaining improvements necessary to meet anticipated growth through the Horizon Year of the General Plan (2035). The Development Impact Fee revenue anticipated to be collected during this time will fund between 3 percent and 52 percent of the improvements necessary to accommodate future development. More information on these funds and all other capital project funds is available in the Five-Year Capital Improvement Program, which has been adopted by the City Council for Fiscal Years 2026/27-2031/32.

ATTACHMENTS

a. Attachment "1" – Financial Information Report
b. Attachment "2" – Five Year Report
c. Attachment "3" – Park Facilities to Accommodate Growth
d. Attachment "4" – Traffic Impact Fee Improvements to Accommodate Growth
e. Attachment "5" – Drainage Improvements to Accommodate Growth
f. Attachment "6" – Public Facilities to Accommodate Growth

Attachment "1"

Capital Funds Funded by Development Impact Fees and Subject to Gov. Code Sec. 66006
Fiscal Year Ended June 30, 2026 Financial Information Report

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

This report is organized by the fund that each development fee is collected in and includes the following information:

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

For the fiscal year ending June 30, 2026, there were no refunds of development fees pursuant to the code. For more information regarding timelines, future uses, and history on the capital projects designated by the City Council in these funds, see the City of Escondido's Five-Year Capital Improvement Program and Budgets, which are available on the City of Escondido's website or at the City Clerk's reference desk.

PARK DEVELOPMENT FUND

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

Fee: $6,986.29 per dwelling unit, $6,663.76 per dwelling unit for multifamily development**.**

Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenue & Transfers In	Capital Expenditures & Transfers Out	Ending Fund Balance
$10,949,845	$1,539,334	$328,090	$-	$(1,859,128)	$10,958,141

Capital Expenditures & Transfers Out

Project Number	Project Description	FY2026 Expenditures	FY2026 Appropriation Balance	Fees as a % of the Total Project's Funding
PRJ-00000054	Grape Day Park Restrooms	60,587	2,204,001	100%
PRJ-00000196	John Masson Bike Park	168,326	2,748,787	88%
PRJ-00000047	NFC Fitness Courts	-	254,738	100%
PRJ-00000050	Park Ball Field	-	350,000	100%
PRJ-00000272	Pickleball	929,620	2,036,962	100%
PRJ-00000051	Ryan Park Field Expansion	540	5,074	100%
PRJ-00000270	Splash Pad at Grove Park	611,237	700,000	100%
PRJ-00000059	Westside Park Skate Spot	88,818	1,563,851	100%
		$1,859,128	**$9,863,413**	

TRAFFIC IMPACT FUND

Purpose: To ensure that the traffic and transportation facility standards established by the City are met with respect to the additional needs created by such development. To ensure local agency participation in circulation improvements to allow quality of life standards to be achieved and allow new development to proceed.

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

Regional Traffic (RTCIP) Fee: $3,047.57 per residential dwelling unit.

Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenue & Transfers In	Capital Expenditures & Transfers Out	Ending Fund Balance
$3,338,342	$1,235,560	$276,313	$43,000	($920,266)	$3,972,949

Capital Expenditures & Transfers Out

Project Number	Project Description	FY2026 Expenditures	FY2026 Appropriation Balance	Fees as a % of the Total Project's Funding
PRJ-00000088	Bear Valley Parkway at Sunset	-	-	100%
PRJ-00000304	Citracado Landscaping & Irrigation	67,827	300,000	100%
PRJ-00000089	Lincoln Parkway Widening	560	1,000,000	100%
PRJ-00000218	Mobility Element Implementation	15,158	1,194,469	100%
PRJ-00000091	Roadway Network Update	-	133,827	100%
PRJ-00000090	South Escondido Access Improvements	329,329	2,221,156	100%
PRJ-00000102	Traffic Signals FY 20	507,392	954,426	100%
	Total	**$920,266**	**$5,803,878**	

Interfund Loans

During the fiscal year ended 1985, per CDC resolution 85-7, the traffic impact fund established a loan to the Community Development Commission (CDC) to provide funding to construct certain capital improvements as described in the Redevelopment Plan. The initial loan amount was $200,000, with accrued interest and payments received the current balance is $792,917.

PUBLIC ART FUND

Purpose: To fund a program designed to promote the arts in public places. The program provides art education and experiences which enhance economic vitality, commemorates local values, history and progress, develops community pride and identity and improves the general welfare and quality of life in the city and is intended to mitigate adverse impacts to those resources and opportunities which are caused by new development.

Fee: $0.30 per sq. ft. of building area.

Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenue & Transfers In	Capital Expenditures & Transfers Out	Ending Fund Balance
$1,263,610	$99,979	$45,711	$-	($107,003)	$1,302,297

Capital Expenditures & Transfers Out

Project Number	Project Description	FY2026 Expenditures	FY2026 Appropriation Balance	Fees as a % of the Total Project's Funding
PRJ-00000039	Escondido Creek Art	-	310,000	86%
PRJ-00000036	Escondido Expressions	14,420	15,878	100%
PRJ-00000307	FY 25/26 Art, Culture, & Creativity Month	74,912	75,000	100%
PRJ-00000308	FY 25/26 Banner Program	4,926	20,000	100%
PRJ-00000309	FY 25/26 Community Requests	29,150	50,000	100%
PRJ-00000310	FY 25/26 EUHSD Student Murals	-	15,000	100%
PRJ-00000311	FY 25/26 Queen Califia's Magical Circle Visitor Center	5,157	100,000	100%
PRJ-00000043	Grand Avenue Art Project	-	550,000	100%
PRJ-00000041	Public Art Installations	297	121,092	100%
	Total	$128,861	$1,256,970	

STORM DRAIN FUND

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

Fee: Single-family residential $1,136.12 per dwelling unit; multifamily residential $469.22 per dwelling unit; non-residential $0.73 per sq. ft.

Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenue & Transfers In	Capital Expenditures & Transfers Out	Ending Fund Balance
$1,385,788	$557,717	$56,545	$-	($45,478)	$1,954,572

Capital Expenditures & Transfers Out

Project Number	Project Description	FY2026 Expenditures	FY2026 Appropriation Balance	Fees as a % of the Total Project's Funding
PRJ-00000302	Drainage Master Plan	-	300,000.00	100%
PRJ-00000092	E Valley & Midway Drainage Imp	287,965	921,654.95	100%
PRJ-00000171	Fees Available for Dev Reimb	9,698	48,162.29	100%
PRJ-00000094	LaHonda Dr-Tract 920	400,000	935,250.87	100%
	Total	$697,663	$2,205,068	

PUBLIC FACILITIES FUND

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

Fee: Residential $4,969.99 per dwelling unit; commercial $2.25 per square foot; industrial $1.70 per square foot; parking structure $0.61 per square foot.

Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenue & Transfers In	Capital Expenditures & Transfers Out	Ending Fund Balance
$11,020,238	$2,230,924	$535,520	$-	($989,194)	$12,797,488

Attachment "1"

Capital Funds Funded by Development Impact Fees and Subject to Gov. Code Sec. 66006
Fiscal Year Ended June 30, 2026 Financial Information Report

Capital Expenditures & Transfers Out

Project Number	Project Description	FY2026 Expenditures	FY2026 Appropriation Balance	Fees as a % of the Total Project's Funding
PRJ-00000318	Computer Aided Dispatch Project	$318,689	$430,939	100%
PRJ-00000011	Development Impact Fee Study	8,178	41,646	100%
PRJ-00000286	Juniper Street Light Improvement	107,842	591,157	100%
PRJ-00000056	KCP Sports Center Restroom	-	75,690	100%
PRJ-00000029	Library Circulating Materials	221,763	250,000	100%
PRJ-00000065	Public Works Yard Relocation	-	11,522,121	23%
PRJ-00000007	RCS Financing	86,166	85,841	23%
PRJ-00000066	Traffic Signal Communication	137,964	2,469,288	23%
	Total	$880,602	$15,466,683	

Interfund Loans

During the fiscal year ended 2022, per Resolution No. 2022-43, the public facilities fund established a loan to the City Drainage Fund. The initial loan amount was $378,839.61 and is being repaid over a ten-year period at a rate equivalent to the City's calculated investment portfolio monthly yield. The remaining balance on this loan as of June 30, 2026 is $227,303.73.

Attachment "2"

Capital Funds Funded by Development Impact Fees and Subject to Gov. Code Sec. 66006
Five-Year Reporting - Fiscal Year Ended June 30, 2026

This report contains information on the City of Escondido's Capital Funds Funded by Developer Fees. These fees collected from developers are subject to the Government Code Section 66000 et seq., which governs the administration of development fees paid by developers for the public facilities and infrastructure needed to serve the new development. Government Code Section 66001(d)(1) sets forth the five-year finding requirements. For the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the local agency shall make all of the following findings with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted:

1) Identify the purpose to which the fee is to be put.
2) Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
3) Identify all sources and amounts of funding anticipated to complete financing on incomplete improvements identified in paragraph (2) of subdivision (a).
4) Designate the approximate dates on which the funding referred to in paragraph (c) is expected to be deposited into the appropriate account.

PARK DEVELOPMENT FUND

Introduction: Park Development fees were set on December 20, 2017, by Resolution No. 2017-154RR. The fees were set based on identified park improvements necessary to meet demands of development in the 2012 General Plan, including the cost of land acquisition, development of new parks and addition of new park facilities/amenities. This report evaluates park improvements necessary to meet development demands of the latest adopted General Plan and demonstrates that development fees will pay approximately 38.5% of the cost of said improvements. The Park Development Fund has an ending fund balance of $10,958,141 as of June 30, 2026, which has been programmed for construction of certain park facilities as detailed in the annual report. Unallocated balances of Park Development Fees will be programmed in the next CIP budget.

Purpose: To ensure that the park land and standards for recreational facilities established by the City are met with respect to the additional needs created by such development. Specific park projects proposed for fee funding are shown in Attachment "3".

Relationship to Fee Charged: The anticipated cost of park projects is $50.7 million as detailed in Attachment "3". Based on the current fee amount, the anticipated revenue to be collected through the Horizon Year of the General Plan (2035) is $19.5 Million. Therefore, the fee charged will fund approximately 38.5% of the park improvements necessary to accommodate for future development.

Funding of Improvements: Because the revenue anticipated to be collected from development projects is less than the cost associated with park projects necessary to accommodate future development, it is anticipated that other sources will need to be secured. These sources could include grant funding, General Fund, or Measure I Funds. Alternatively, City Council could decide to adjust the Park Development Fee to cover a greater share of the park improvements.

Fully Funded Projects

Project Number	Project Description	Current Status
PRJ-00000196	John Masson Bike Park	In Pre-Construction
PRJ-00000272	Pickleball	Completed in FY2026/27
PRJ-00000270	Splash Pad at Grove Park	Completed in FY2026/27
PRJ-00000059	Westside Park Skate Spot	Completed in FY2026/27

TRAFFIC IMPACT FUND

Introduction: Traffic Impact fees were set on December 20, 2017, by Resolution No. 2017-154 RR. The fees were set based on local road and Regional Arterial System improvements necessary to meet demands of development in the 2012 General Plan, including the cost of land acquisition, street widening, median improvements and traffic signal system. This report evaluates local road and Regional Arterial System improvements necessary to meet development demands of the latest adopted General Plan and demonstrates that development fees will pay approximately 13.6% of the cost of said improvements. The Traffic Impact Fee Fund currently has an ending fund balance of $3,972,949 as of June 30, 2026, which has been programmed for construction of drainage facilities as detailed in the annual report.

Purpose: To ensure that the traffic and transportation facility standards established by the City are met with respect to the additional needs created by such development. To ensure local agency participation in circulation improvements to allow quality of life standards to be achieved and allow new development to proceed.

Relationship to Fee Charged: The anticipated cost of local street improvements is $150.2 million, as detailed in Attachment "4". Based on the current fee amount, the anticipated revenue to be collected through the Horizon Year of the General Plan (2035) is $20.5 million in Local Traffic Fees. Therefore, the fees charged will fund approximately 13.6% of the local street improvements necessary to accommodate for future development.

Funding of Improvements: Because the revenue anticipated to be collected from development projects is less than the cost associated with local street improvements necessary to accommodate future development, it is anticipated that other sources will need to be secured. These sources could include TransNet, Gas Tax, grant funding, or General Funds. Alternatively, City Council could decide to adjust the Local Traffic Fee to cover a greater share of the street improvements.

Fully Funded Projects

Project Number	Project Description	Current Status
PRJ-00000304	Citracado Landscaping & Irrigation	In Construction
PRJ-00000090	South Escondido Access Improvements	Construction will begin FY2026/27

STORM DRAIN FUND

Introduction: Drainage Facility Fees were last adjusted on December 20, 2017, by Resolution No. 2017-154 RR. The fees were set based on drainage improvements necessary to meet demands of development in the 2012 General Plan, including the cost of land acquisition, new storm drainage pipes 36" and larger, and channels. The drainage standards have remained the same since 1995; therefore, this report evaluates drainage improvements remain to be completed in order to meet development demands and demonstrates that development fees will pay approximately 2.6% of the drainage improvements identified as required to accommodate future development. The Drainage Facility Fee Fund currently has an ending fund balance of $1,954,572 as of June 30, 2026, which has been programmed for construction of drainage facilities as detailed in the annual report.

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

Relationship to Fee Charged: The anticipated cost of drainage improvements is $141.1 million, as detailed in Attachment "5". Based on the current fee amount, the anticipated revenue to be collected through the Horizon Year of the General Plan (2035) is $3.6 million. Therefore, the fee charged will fund approximately 2.6% of the drainage improvements associated with future development.

Funding of Improvements: Because the revenue anticipated to be collected from development projects is less than the cost associated with drainage improvements required by future development, it is anticipated that other sources will need to be secured. These sources could include TransNet, Gas Tax, grant funding or General Funds. Alternatively, City Council could decide to adjust the Drainage Facilities Fee to cover a greater share of the drainage improvements.

Fully Funded Projects

Project Number	Project Description	Current Status
PRJ-00000302	Drainage Master Plan	Design phase

PUBLIC FACILITIES FUND

Introduction: Public Facility Fees were set on December 20, 2017, by Resolution No. 2017-154 RR. The fees were set based on identified public facility improvements necessary to meet demands of development in the 2012 General Plan, including the cost of land acquisition, development of new public facilities and the expansion of existing public facilities. This report evaluates public facility improvements necessary to meet development demands of the latest adopted General Plan and demonstrates that development fees will pay approximately 50.6% of the cost of said improvements. The Public Facility Fund has an ending fund balance of $12,797,488 as of June 30, 2026, which has been programmed for construction of certain public facilities as detailed in the annual report. Any unallocated balances of Public Facility Fees will be programmed in the next CIP budget.

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

Attachment "2"

Capital Funds Funded by Development Impact Fees and Subject to Gov. Code Sec. 66006
Fiscal Year Ended June 30, 2026 Financial Information Report

Relationship to Fee Charged: The anticipated cost of public facility projects is $58.7 million, as detailed in Attachment "6". Based on the current fee amount, the anticipated revenue to be collected through the Horizon Year of the General Plan (2035) is $17.2 million. Therefore, the fee charged and unallocated balance will fund approximately $29.7 million or 50.6% of the public facility projects necessary to accommodate for future development.

Funding of Improvements: Because the revenue anticipated to be collected from development projects is less than the cost associated with public facility projects necessary to accommodate future development, it is anticipated that other sources will need to be secured. These sources could include grant funding, General Fund, or Measure I Funds. Alternatively, City Council could decide to adjust the Public Facility Fee to cover a greater share of the public facility projects.

Fully Funded Projects

Project Number	Project Description	Current Status
PRJ-00000318	Computer Aided Dispatch Project	Implementation in FY2026/27
PRJ-00000007	RCS Financing	Completed in FY2025/26

Attachment "3"

Capital Funds Funded by Development Impact Fees and Subject to Gov. Code Sec. 66006
Park Facilities to Accommodate Growth

Project Description	Projected Project to Build-Out	Percentage Related to Growth	Total Cost Related to Growth
Baseball Youth Field (3 fields with dual purpose=6 fields) 60' - *80' bases, 3 acres each @ $29/sq. ft.* Kit Carson: 1 Mountain View: 1 Jesmond Dene: 1	$ 11,370,000	100%	$ 11,370,000
Softball Youth Field (1) *65' bases, 2.5 acres @ $12/sq. ft.* Kit Carson: 1	$ 1,306,800	100%	$ 1,306,800
BMX Track (1) *2.5 acres at $5/sq. ft.* Jesmond Dene: 1	$ 544,500	23%	$ 125,235
Multi-purpose Arena (1) Kit Carson: 1	$ 2,000,000	100%	$ 2,000,000
Multi-Purpose Football/Soccer Fields (3) *Average 1.25 acre each @ $15/sq. ft.* 11th Avenue: 1 (Multi-purpose) Ryan: 2 (Football/Soccer combination)	$ 2,450,250	100%	$ 2,450,250
Basketball Courts (6) $60,000 each Washington: 4 Ryan: 1 Jesmond Dene: 1	$ 360,000	100%	$ 360,000
Tennis Courts (5) *$60,000 each* Mountain View: 2 Unidentified sites: 3	$ 300,000	100%	$ 300,000
Miscellaneous Improvements Average 10 acres city-wide @ $450K/acre Parking, Sidewalks, Lighting, Landscaping, Restrooms, Concessions, Signage, ETC.	$ 4,500,000	100%	$ 4,500,000
Skatepark (2) Washington: 1 Kit Carson: 1	$ 2,000,000	100%	$ 2,000,000
New Pool	$ 8,000,000	23%	$ 1,840,000
New Trails (Mountain Bike & hiking) Mountain View: 1 Mountain Bike ($1,000,000) Citywide trails ($1,000,000)	$ 2,000,000	100%	$ 2,000,000
Community Center	15,000,000	23%	3,450,000
Kit Carson Park Upgrades	2,000,000	100%	2,000,000
Grape Day Park Expansion @$4.5M/acre	13,000,000	100%	13,000,000
Playground Equipment; 8 parks @ $500K each	4,000,000	100%	4,000,000
	$ 68,831,550		$ 50,702,285

Attachment "4"

Capital Funds Funded by Development Impact Fees and Subject to Gov. Code Sec. 66006

Traffic Improvements to Support Development

Street Name	From	To	Const Cost	ROW Cost	Total Cost 2021	**Total Cost 2026**
Auto Pkwy						
	SR78 EB ramps	Mission Ave	$ -	$ -	$ -	
	Mission Rd	Country Club Dr	$ 358,150	$ 114,000	$ 472,150	**$ 576,023.00**
	Citracado Pkwy	Enterprise St	$ 305,370	$ 97,200	$ 402,570	**$ 491,135.40**
	Enterprise St	Venture St	$ 171,912	$ 54,720	$ 226,632	**$ 276,491.04**
	Venture St	Andreasen Dr	$ 617,149	$ 196,440	$ 813,589	**$ 992,578.58**
Bear Valley Pkwy						**$ -**
	Beethoven Dr	San Pasqual Rd	$ 693,680	$ 220,800	$ 914,480	**$ 1,115,665.60**
	San Pasqual Rd	Mary Ln	$ 542,880	$ 172,800	$ 715,680	**$ 873,129.60**
	Las Palmas	Sunset Dr	$ 1,131,000	$ 360,000	$ 1,491,000	**$ 1,819,020.00**
	Sunset Dr	City Limits	$ 1,198,860	$ 381,600	$ 1,580,460	**$ 1,928,161.20**
Bennett Ave	El Norte Pkwy	Rock Springs Rd	$ 385,671	$ 122,760	$ 508,431	**$ 620,285.82**
Broadway						**$ -**
	Valley Pkwy	Grand Ave	$ -	$ -	$ -	**$ -**
	Grand Ave	2nd Ave	$ -	$ -	$ -	**$ -**
	2nd Ave	5th Ave	$ -	$ -	$ -	**$ -**
Centre City Pkwy						**$ -**
	SR78 EB offramp	Mission Ave	$ 202,072	$ 64,320	$ 266,392	**$ 324,998.24**
	Mission Ave	Washington Ave	$ 501,410	$ 159,600	$ 661,010	**$ 806,432.20**
	Mountain Meadow Rd	Jesmond Dene Rd	$ 838,448	$ 266,880	$ 1,105,328	**$ 1,348,500.16**
	Jesmond Dene Rd	Mesa Rock Rd	$ 2,499,510	$ 795,600	$ 3,295,110	**$ 4,020,034.20**
	Mesa Rock Rd	Ivy Dell Ln	$ 716,300	$ 228,000	$ 944,300	**$ 1,152,046.00**
	Ivy Dell Ln	Nutmeg St	$ 577,564	$ 183,840	$ 761,404	**$ 928,912.88**
	13th Ave	Felicita Ave	$ 787,930	$ 250,800	$ 1,038,730	**$ 1,267,250.60**
	Felicita Ave	Escondido Blvd	$ 1,021,670	$ 325,200	$ 1,346,870	**$ 1,643,181.40**
	Escondido Blvd	Citricado Pkwy	$ 592,267	$ 188,520	$ 780,787	**$ 952,560.14**
	Citracado Pkwy	I15 SB	$ 615,264	$ 195,840	$ 811,104	**$ 989,546.88**
Chestnut						**$ -**
	5th Ave	9th Ave	$ 580,580	$ 184,800	$ 765,380	**$ 933,763.60**
	9th Ave	13th Ave	$ 791,700	$ 252,000	$ 1,043,700	**$ 1,273,314.00**
						$ -
Del Dios Rd	9th Ave	11th Ave	$ -	$ -	$ -	**$ -**
Del Lago Blvd/Beethoven Dr	HOV Access	Via Rancho Pkwy	$ 1,337,219	$ 425,640	$ 1,762,859	**$ 2,150,687.98**
El Norte Pkwy						**$ -**
	Nutmeg St	I-15 SB ramps	$ -	$ -	$ -	**$ -**
	Centre City Pkwy	Escondido Blvd	$ 113,100	$ 36,000	$ 149,100	**$ 181,902.00**
	Washington Ave	Bear Valley Pky/Valley Pkwy	$ -	$ -	$ -	**$ -**
Escondido Blvd						**$ -**
	5th Ave	9th Ave	$ -	$ -	$ -	**$ -**
	9th Ave	13th Ave	$ -	$ -	$ -	**$ -**
	13th Ave	15th Ave	$ -	$ -	$ -	**$ -**
	15th Ave	Felicita Ave	$ -	$ -	$ -	**$ -**
	Felicita Ave	Sunset Dr	$ -	$ -	$ -	**$ -**
	Sunset Dr	Centre City Pkwy	$ -	$ -	$ -	**$ -**
	El Norte Pkwy	Lincoln Ave	$ 980,200	$ 312,000	$ 1,292,200	**$ 1,576,484.00**
Felicita Rd						**$ -**
	CCP	Citracado Pkwy	$ 1,885,000	$ 600,000	$ 1,550,000	**$ 1,891,000.00**
	Citracado Pkwy	Hamiltion Ln	$ 245,050	$ 78,000	$ 323,050	**$ 394,121.00**
	Centre City Pkwy	Escondido Blvd	$ 335,530	$ 106,800	$ 442,330	**$ 539,642.60**
Fig St	Lincoln Ave	Mission Ave	$ 497,640	$ 158,400	$ 656,040	**$ 800,368.80**
Grand Ave						**$ -**
	Broadway	Juniper St	$ -	$ -	$ -	**$ -**
	Juniper St	Valley Blvd	$ -	$ -	$ -	**$ -**
	Ash St	Rose St	$ -	$ -	$ -	**$ -**

Attachment "4"

Capital Funds Funded by Development Impact Fees and Subject to Gov. Code Sec. 66006

Traffic Improvements to Support Development

Street Name	From	To	Const Cost	ROW Cost	Total Cost 2021	**Total Cost 2026**
Hale Ave						**$ -**
	I-15 NB HOV offramp	Tulip St	$ 61,451	$ 19,560	$ 81,011	**$ 98,833.42**
	I-15 HOV offramp	Industrial Ave	$ 237,510	$ 75,600	$ 313,110	**$ 381,994.20**
	Industrial Ave	Auto Park Way	$ 609,986	$ 194,160	$ 804,146	**$ 981,058.12**
	9th Ave	11th Ave	$ 247,878	$ 78,900	$ 326,778	**$ 398,668.55**
Juniper St						**$ -**
	5th Ave	9th Ave	$ 552,305	$ 175,800	$ 728,105	**$ 888,288.10**
	13th Ave	15th Ave	$ 282,750	$ 90,000	$ 372,750	**$ 454,755.00**
	Chestnut St	13th Ave	$ 50,895	$ 16,200	$ 67,095	**$ 81,855.90**
Lincoln Ave						**$ -**
	Ash St	Harding St	$ 361,166	$ 114,960	$ 476,126	**$ 580,873.72**
	Harding St	Rose St	$ 631,852	$ 201,120	$ 832,972	**$ 1,016,225.84**
	Rose St	Midway Dr	$ 499,902	$ 159,120	$ 659,022	**$ 804,006.84**
	Midway Dr	El Norte Pkwy	$ 365,690	$ 116,400	$ 482,090	**$ 588,149.80**
Midway Dr						**$ -**
	Washington Ave	Valley Pkwy	$ 595,660	$ 189,600	$ 785,260	**$ 958,017.20**
	Mission Ave	Washington Ave	$ 252,213	$ 80,280	$ 332,493	**$ 405,641.46**
	Grand Ave	Oak Hill Dr	$ 249,763	$ 79,500	$ 329,263	**$ 401,700.25**
Mission Ave						**$ -**
	Centre City Pkwy	Escondido Blvd	$ 273,325	$ 87,000	$ 360,325	**$ 439,596.50**
	Escondido Blvd	Broadway	$ 497,640	$ 158,400	$ 656,040	**$ 800,368.80**
	Rock Springs Rd	Quince St	$ 497,640	$ 158,400	$ 656,040	**$ 800,368.80**
	Quince St	Centre City Pkwy	$ 226,200	$ 72,000	$ 298,200	**$ 363,804.00**
	Fig St	Ash St	$ 447,688	$ 142,500	$ 590,188	**$ 720,028.75**
	Ash St	Harding St	$ 158,906	$ 50,580	$ 209,486	**$ 255,572.31**
	Harding St	Rose St	$ 324,409	$ 103,260	$ 427,669	**$ 521,755.57**
	Rose St	Midway Dr	$ 496,698	$ 158,100	$ 654,798	**$ 798,852.95**
Oak Hill Dr	San Pasqual Valley Rd	Rose St	$ -	$ -	$ -	**$ -**
Rock Springs Rd	Lincoln Ave	Mission Ave	$ 507,819	$ 161,640	$ 669,459	**$ 816,739.98**
Rose St						**$ -**
	Washington Ave	Valley Pkwy	$ 493,870	$ 157,200	$ 651,070	**$ 794,305.40**
	Valley Pkwy	Grand Ave	$ 501,410	$ 159,600	$ 661,010	**$ 806,432.20**
	Lincoln Ave	Mission Ave	$ 499,525	$ 159,000	$ 658,525	**$ 803,400.50**
Valley Pkwy						**$ -**
	Tulip St	Quince St (one-way street)	$ -	$ -	$ -	**$ -**
	Hickory St	Fig St	$ -	$ -	$ -	**$ -**
	Fig St	Date St	$ -	$ -	$ -	**$ -**
	Date St	Ash St	$ -	$ -	$ -	**$ -**
Washington Ave	Juniper St	Hickory St	$ -	$ -	$ -	**$ -**
	Hickory St	Fig St	$ -	$ -	$ -	**$ -**
	Fig St	Ash St	$ -	$ -	$ -	**$ -**
	Ash St	Harding St	$ -	$ -	$ -	**$ -**
	Harding St	Rose St	$ -	$ -	$ -	**$ -**
5th Ave	Centre City Pkwy	Escondido Blvd	$ 343,070	$ 109,200	$ 452,270	**$ 551,769.40**
9th Ave						**$ -**
	Centre City Pkwy	Escondido Blvd	$ 343,070	$ 109,200	$ 452,270	**$ 551,769.40**
	Tulip St	Quince St	$ 544,765	$ 173,400	$ 718,165	**$ 876,161.30**
	Del Dios Rd	Auto Park Way	$ 188,500	$ 60,000	$ 248,500	**$ 303,170.00**
17th Ave	Juniper St	Encino Dr	$ 862,199	$ 274,440	$ 1,136,639	**$ 1,386,699.58**
						$ -
			$ 32,728,878	$ 10,417,680	$ 43,146,558	**$ 52,638,800.76**
						$ -

Attachment "4"

Capital Funds Funded by Development Impact Fees and Subject to Gov. Code Sec. 66006

Traffic Improvements to Support Development

Street Name	From	To	Const Cost	ROW Cost	Total Cost 2021	**Total Cost 2026**
Estimates						**$ -**
Bernardo Ave	11th Ave	Citricado Pkwy	$ 871,320	$ 524,000	$ 1,395,320	**$ 1,702,290.40**
Citracado Pkwy						**$ -**
	Andreasen Dr	Kauana Loa Dr	$ 12,500,000	$ -	$ 12,500,000	**$ 15,250,000.00**
	Avenida del Diablo	Valley Pkwy	above	above		**$ -**
	Greenwood Pl	I15	$ 15,000,000	$ 10,000,000	$ 25,000,000	**$ 30,500,000.00**
	I-15 NB ramps	Centre City Pkwy	$ 10,110,000	$ 3,822,000	$ 13,932,000	**$ 16,997,040.00**
Felicita Avenue						**$ -**
	Tulip St	Citracado Pkwy	$ 2,500,000	$ 1,600,000	$ 4,100,000	**$ 5,002,000.00**
	Tulip St	Centre City Pkwy	above	above		**$ -**
	Escondido Blvd	Juniper St	$ 8,250,000	$ 1,000,000	$ 9,250,000	**$ 11,285,000.00**
						$ -
Lincoln Ave	Lincoln Pkwy (SR-78)	Fig St	$ 5,500,000	$ 5,300,000	$ 10,800,000	**$ 13,176,000.00**
	Fig St	Ash St	above	above		**$ -**
Valley Center Road						**$ -**
	El Norte Pkwy	Lake Wohlford Rd	$ -	$ -	$ -	**$ -**
	Lake Wohlford Rd	City limits	above	above		**$ -**
9th Ave	La Terraza Blvd	Tulip St	$ 2,900,000	$ 100,000	$ 3,000,000	**$ 3,660,000.00**
						$ -
			$ 57,631,320	$ 22,346,000	$ 79,977,320	**$ 97,572,330.40**
					$ 123,124,000	**$ 150,211,131.16**

Attachment "5"

Capital Funds Funded by Development Impact Fees and Subject to Gov. Code Sec. 66006
Drainage Fee Projects Associated with Future Growth

		Total		Growth Related
Unfunded Costs ($1995)	$	53,941,659	$	10,313,295
Completed Facilities ($1995)	$	17,459,415	$	3,118,837
Remaining Unfunded ($1995)	$	36,482,244	$	7,194,458
Remaining Unfunded ($2006)	$	69,510,836	$	13,709,439
Remaining Unfunded ($2026)	$	141,106,996	$	27,830,162
Anticipated Fees to be Collected	$	3,591,530	$	3,591,530
Percentage Funded by Fees		2.5%		12.9%

Tile #	Pipe ID	Total Cost	Existing Deficiency	Cost Related to Growth
Completed Projects				
18	2047	40,280	39,380	900
13	2048	27,800	23,200	4,600
29	2061	80,750	-	80,750
16	2085	83,000	-	83,000
16	2086	53,000	47,500	5,500
16	2087	69,600	63,600	6,000
19	2166	76,950	70,794	6,156
18	2207	38,095	-	38,095
18	2209	36,656	33,496	3,160
23	2211	151,700	137,640	14,060
23	2212	49,200	46,320	2,880
23	2215	133,250	125,450	7,800
23	2216	38,950	33,950	5,000
23	2217	130,380	44,202	86,178
23	2266	386,760	273,240	113,520
23	2267	166,131	93,744	72,387
23	2268	96,690	49,500	47,190
23	2269	89,676	78,864	10,812
23	2270	155,100	136,400	18,700
29	2334	261,696	196,272	65,424
29	2343	912,226	865,600	46,626
32	2349	9,450	9,000	450
29	2351	104,940	82,280	22,660
23	2381	82,800	78,200	4,600
23	2382	26,100	22,725	3,375
27	2388	312,340	242,500	69,840
28	2389	32,100	27,800	4,300
28	2390	436,500	366,660	69,840
27	2392	110,200	90,250	19,950
28	2393	27,200	12,500	14,700
28	2394	323,000	264,100	58,900
28	2397	90,625	68,875	21,750
23	2413	152,460	67,650	84,810
23	2414	135,828	58,359	77,469
23	2415	192,600	183,600	9,000
23	2416	242,900	233,800	9,100
23	2417	173,500	167,000	6,500
23	2418	242,900	233,800	9,100
23	2419	503,150	484,300	18,850
22	2449	43,215	43,430	(215)
29	2476	25,500	18,750	6,750
29	2478	2,470,000	2,134,000	336,000
29	2481	119,000	112,700	6,300
29	2483	1,184,000	1,045,000	139,000
29	2487	2,788,800	2,421,600	367,200
29	2490	189,200	119,020	70,180
32	2491	2,932,600	2,250,600	682,000
Total Completed Facilties		*$ 17,459,415*		*$ 3,118,837*

Attachment "6"

Capital Funds Funded by Development Impact Fees and Subject to Gov. Code Sec. 66006
Public Facilities to Accommodate Growth

PUBLIC FACILITIES TOTALS	Projected Project to Build-Out	Percentage Related to Growth	Total Cost Related to Growth
Fire Department	15,352,990	78%	11,943,438
Police Department	10,702,000	90%	9,585,500
Admin / Technology	3,350,105	26%	924,524
Library	52,000,000	26%	13,500,000
Senior Citizens	4,039,500	100%	4,039,500
Public Works	73,318,792	25%	18,678,972
	$ 158,763,387		$ 58,671,934

Project Description	Projected Project to Build-Out	Percentage Related to Growth	Total Cost Related to Growth
FIRE			
Type VI Squad (Station 1)	$ 600,000	100%	$ 600,000
Type VI Squad equip/radios (Station 1)	250,000	100%	250,000
Type VI Squad (Station 2)	325,000	100%	325,000
Type VI Squad equip/radios (Station 2)	175,000	100%	175,000
ALS Transport Unit (Station 2)	200,000	100%	200,000
Transport Unit equip/radios (Station 2)	150,000	100%	150,000
2nd Truck Company (Station 2)	1,500,000	100%	1,500,000
Truck Equipment/Radios (Station 2)	400,000	100%	400,000
ALS Transport Unit (Station 7)	200,000	100%	200,000
Transport Unit equip/radios (Station 7)	150,000	100%	150,000
Property Acquisition (Station 8)	1,000,000	100%	1,000,000
Construction Costs (Station 8)	5,000,000	100%	5,000,000
Paramedic Assessment Engine (Station 8)	600,000	100%	600,000
Engine Equipment/Radios (Station 8)	250,000	100%	250,000
2nd Battalion Chief Vehicle	75,000	100%	75,000
Battalion Chief Vehicle Equipment/Radios	50,000	100%	50,000
RCS NextGen System (Citywide)	3,800,000	23%	874,000
Next Gen Mobile & Portable Radios	627,990	23%	144,438
POLICE			
58 new laptops @ $6K each	$ 348,000	100%	$ 348,000
58 Portable Radios @ $6K each	348,000	100%	348,000.00
58 Mobile Radios @ $6K each	348,000	100%	348,000
58 Marked Units @ $55K each	3,190,000	100%	3,190,000
10 Unmarked units w/Code 3 @ $50K each	500,000	100%	500,000
3 Motorcycles @ $40K each	120,000	100%	120,000
10 Unmarked Units @45K each	450,000	100%	450,000
5 CSO @ $40K each	200,000	100%	200,000
58 police Equipment @ $6K each	348,000	100%	348,000

Attachment "6"

Capital Funds Funded by Development Impact Fees and Subject to Gov. Code Sec. 66006
Public Facilities to Accommodate Growth

Project Description	Projected Project to Build-Out	Percentage Related to Growth	Total Cost Related to Growth
Complete Police Firing Range	3,400,000	100%	3,400,000
Next Gen Mobile & Portable Radios	1,450,000	23%	333,500
ADMIN & TECHNOLOGY			
GIS / Hi-Resolution Imagery & Equipment	$ 1,000,000	23%	$ 230,000
Computers - Employee Growth	100,000	100%	100,000
Phone Equipment Central / Desktop	100,000	100%	100,000
Security System Network Backbone	400,000	23%	92,000
Fiber Network, Equipment and Upgrades	1,700,000	23%	391,000
NextGen Mobile/Portable Radios (Code Enf.)	50,105	23%	11,524
LIBRARY			
Library books and materials - growth	$ 2,000,000	100%	$ 2,000,000
Buildout of Library	50,000,000	23%	11,500,000
SENIORS			
8,310 sq.ft. building @$450/sq.ft.	$ 3,739,500	100%	$ 3,739,500
Property Acquisition	300,000	100%	300,000
PUBLIC WORKS			
Public Works Expansion/Relocation Yard	$ 57,000,000	23%	$ 13,110,000
Radio Upgrades to P25	350,000	23%	80,500
Security for High Value Assets	500,000	23%	115,000
Laptops/Computers/Phones	100,000	23%	23,000
Traffic Signal Network	9,920,000	23%	2,281,600
Streets Equipment (Boom, RPM, Thermo)	745,000	100%	745,000
NextGen Mobile/Portable Radios (Streets/Parks)	103,792	23%	23,872

STAFF REPORT

December 2, 2026
File Number 0430-80

SUBJECT

FISCAL YEAR 2025/26 CARRYOVER BUDGET AMENDMENTS

DEPARTMENT

Finance

RECOMMENDATION

Request the City Council adopt the Budget Adjustment Request (Attachment "1") to amend the FY2026/27 operating budget.

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

Presenter: Christina Holmes, Director of Finance

ESSENTIAL SERVICE – Yes, Police Services; Fire/EMS Services; Keep City Clean for Public Health and Safety; Land Use/Development; Clean Water; Sewer; Public Works/Infrastructure; Maintenance of Parks facilities/Open Spaces

COUNCIL PRIORITY – Financial Stewardship

FISCAL ANALYSIS

See Background below.

PREVIOUS ACTION

On June 10, 2026, the City Council received the Fiscal Year 2025/26 third quarter financial status report.

BACKGROUND

The City Council Budget and Financial Policies require that the City present quarterly financial reports each fiscal year. The purpose of this report is to provide City Council and the public with a financial update of selected funds of the City. City staff are in the process of preparing the final report for FY2025/26 which will be presented at a future City Council meeting.

To continue operations for contracts that have already been approved by the City Council, staff are recommending the City Council adopt a Budget Adjustment to approve commitments, also referred to as carryover requests, for the current fiscal year. These commitments are obligations incurred in the

CITY of ESCONDIDO

STAFF REPORT

FY2025/26 operating budget that were not completed by the end of the fiscal year and, as a result, the remaining obligated amounts will be expended in the new fiscal year. All items have been obligated under a purchase order, the result of a FY2025/26 budget adjustment, or specifically referenced in the FY2025/26 adopted line-item detail budget. Items totaling $460,000 are as follows:

- On May 6, 2026, the City Council approved a professional service contract with Rick Engineering and Development company for on-call planning and engineering services. At June 30, 2026 the original $160,000 contract amount was unspent and carried forward to FY2026/27.

- On May 13, 2026, the City Council approved a contract with Interwest Consulting Group in the amount of $550,000 for on-call building plan review and inspection services. At June 30, 2026, $300,000 was remaining on the contract and carried forward to FY2026/27.

ATTACHMENTS

a. Attachment “1” – Budget Adjustment Request

CITY OF ESCONDIDO

BUDGET ADJUSTMENT REQUEST

Department:	Finance Department
Department Contact:	Christina Holmes
City Council Meeting Date:	December 2, 2026

EXPLANATION OF REQUEST

Commitments carried over from the FY2025/26 operating budget to FY2026/27

BUDGET ADJUSTMENT INFORMATION

Description	Fund	Cost Center	Spend/Revenue Category	Increase	Decrease
Interwest Consulting	General Fund	Building	Professional Services	$300,000	
Rick Engineering	General Fund	Planning	Professional Services	$160,000	

APPROVALS

Signed by: Christina Holmes B56F52D8C10540B...	11/18/2026	Signed by: Christina Holmes B56F52D8C10540B...	11/18/2026
DEPARTMENT HEAD	**DATE**	**FINANCE**	**DATE**

STAFF REPORT

December 2, 2026
File Number 0800-10

SUBJECT

FINAL MAP UNDER CONSIDERATION FOR APPROVAL

DEPARTMENT

Development Services

RECOMMENDATION

Request the City Council receive and file notice that a Final Map for Tract No. PHG20-0032, located west of North Iris Lane and south of Robin Hill Lane has been filed for approval.

Staff Recommendation: Receive and File (Development Services Department: Kevin Snyder, Director, and Jason Christman, Interim City Engineer)

Presenter: Leia Cabrera, Engineering Manager

ESSENTIAL SERVICE – Yes, Land Use/Development

COUNCIL PRIORITY – Drive Community and Land Development

FISCAL ANALYSIS

None

PREVIOUS ACTION

None

BACKGROUND

Pursuant to Escondido Municipal Code (EMC) § 32.303.03, adopted in Ordinance No. 2022-02, upon the City Engineer's receipt of a Final Map, he must fully examine its conformity with the approved Tentative Map, and approved alterations thereto; its technical correctness; and, its lawfulness under the EMC. Further, the City Engineer shall notify the City Council at its next regular meeting that a Final Map is being reviewed for final approval and the City Clerk shall provide notice of any pending approval or disapproval, which notice must be attached and posted with the City Council's regular agenda and mailed to interested parties. Thereafter, pursuant to the EMC, within 10 days following the City Council meeting, the City

CITY of ESCONDIDO

STAFF REPORT

Engineer must approve the Final Map if it conforms to all requirements of the EMC applicable at the time of approval and all requirements of the Map Act. EMC § 32.303.03.A(1)-(3).

The following Final Map is under consideration for approval by the City Engineer in accordance with Ordinance No. 2022-02: Tract No. PHG20-0032 located west of North Iris Lane and south of Robin Hill Lane: A 120-Unit Multi-Family Subdivision.

ATTACHMENTS

a. Attachment "1"—Final Map for Tract Nos. PHG20-0032

ESCONDIDO TRACT NO. PHG20-0032

IN THE CITY OF ESCONDIDO, CALIFORNIA

BEING A SUBDIVISION OF PORTIONS OF LOT 6 OF FRACTIONAL SECTION 4, TOWNSHIP 12 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PLAT THEREOF.

THIS IS A MAP OF A CONDOMINIUM PROJECT DEFINED IN SECTION 4100–4125 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, CONTAINING A MAXIMUM OF 102 RESIDENTIAL CONDOMINIUMS AND IS TO BE FILED PURSUANT TO THE SUBDIVISION MAP ACT.

FOR COMPLETE LEGAL DESCRIPTION, REFER TO MAP GUARANTEE NOTED HEREON.
SUBDIVISION MAP GUARANTEE PREPARED BY FIRST AMERICAN TITLE COMPANY, ORDER NO. NHSC–7424927, DATED _____ ___, 20___.

AREA: 7.704 ACRES TOTAL NO. OF LOTS: 1

OWNER'S CERTIFICATE

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND INCLUDED WITHIN THE SUBDIVISION TO BE KNOWN AS ESCONDIDO TRACT NO. PHG20–0032 AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP CONSISTING OF FIVE (5) SHEETS AND DESCRIBED IN THE CAPTION THEREOF.

WE HEREBY DEDICATE TO THE PUBLIC THE PORTION OF NORTH IRIS LANE AS SHOWN ON THIS MAP.

WE HEREBY DEDICATE TO THE RINCON DEL DIABLO MUNICIPAL WATER DISTRICT THE WATER EASEMENT AS SHOWN ON SAID MAP.

WE HEREBY GRANT TO THE CITY OF ESCONDIDO A PERMANENT AND PERPETUAL EMERGENCY ACCESS EASEMENT OVER LOT 1 AS SHOWN ON THIS MAP.

WE HEREBY GRANT TO THE CITY OF ESCONDIDO A PUBLIC SEWER EASEMENT OVER THOSE PORTIONS OF LOT 1 AS SHOWN ON THIS MAP, TOGETHER WITH THE RIGHT TO FOREVER MAINTAIN, OPERATE, CONSTRUCT, RECONSTRUCT, PARALLEL, RENEW AND ENLARGE ANY EXISTING OR FUTURE PUBLIC SEWER, AND PUBLIC UTILITIES AND APPURTENANCES WITHIN SAID EASEMENT, ALONG WITH THE RIGHT OF INGRESS AND EGRESS TO SAID EASEMENT AT ALL TIMES. THE GRANTORS, THEIR SUCCESSORS, HEIRS AND ASSIGNS AGREE NOT TO ERECT ANY BUILDINGS OR OTHER STRUCTURES, NOR TO PLANT TREES UPON ANY PORTION OF SAID EASEMENT, AND FURTHER AGREE THAT ANY SUCH OBSTRUCTIONS TO THE CITY'S USE OF SAID EASEMENT SHALL BE REMOVED AT THE PROPERTY OWNER'S EXPENSE.

WE HEREBY GRANT A PERPETUAL PRIVATE ACCESS EASEMENT TO ANY PARCEL WITH EXISTING ACCESS RIGHTS TO ROBIN HILL LANE AS SHOWN ON THIS MAP.

HBS I IRIS, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER

_____
RUSTY WEATHERSBY
AUTHORIZED SIGNATORY

BEAZER HOMES HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS OPTIONEE UNDER MEMORANDUM OF OPTION AGREEMENT RECORDED MAY 5, 2026 AS DOCUMENT NO. 2026–0128151 OF OFFICIAL RECORDS.

_____
DAVID J. MELLO
VP FORWARD PLANNING – SOUTHERN CALIFORNIA

SIGNATURE OMISSION STATEMENT

THE SIGNATURE(S) OF THE FOLLOWING PARTIES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 SUBSECTION (a)(3)(A)(i) OF THE SUBDIVISION MAP ACT. THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

CHARLES AND LOUISE C. THOMPSON, HOLDER OF AN EASEMENT FOR PRIVATE ROAD PURPOSES PER DOCUMENT RECORDED SEPTEMBER 19, 1945 AS DOCUMENT NO. 77607 OF OFFICIAL RECORDS.

ADOLPHUS E. AND MYRTLE H. HOPKINS, HOLDER OF AN EASEMENT FOR PRIVATE ROAD PURPOSES PER DOCUMENT RECORDED SEPTEMBER 6, 1950 AS DOCUMENT NO. 101315 IN BOOK 3766, PAGE 97 OF OFFICIAL RECORDS.

L. W. ELIAS, HOLDER OF EASEMENTS FOR PRIVATE UTILITY PURPOSES PER DOCUMENTS RECORDED APRIL 1, 1985 AS DOCUMENT NO. 85–109395 AND 85–109397, BOTH OF OFFICIAL RECORDS.

SDG&E, HOLDER OF EASEMENTS FOR PUBLIC UTILITY PURPOSES PER DOCUMENTS RECORDED JULY 29, 1946 AS BOOK 2199, PAGE 1; JULY 6, 1959 AS DOCUMENT NO. 136116 IN BOOK 7755, PAGE 220; JULY 6, 1959 AS DOCUMENT NO. 136123 IN BOOK 7755, PAGE 234; DECEMBER 12, 1972 AS DOCUMENT NO. 322078; AND AUGUST 4, 1988 AS DOCUMENT NO. 88–382682, ALL OF OFFICIAL RECORDS.

COUNTY TREASURER–TAX COLLECTOR AND DIRECTOR, DEPARTMENT OF PUBLIC WORKS CERTIFICATE

WE, COUNTY TREASURER–TAX COLLECTOR OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AND DIRECTOR, DEPARTMENT OF PUBLIC WORKS OF SAID COUNTY, HEREBY CERTIFY THAT THERE ARE NO UNPAID SPECIAL ASSESSMENTS OR BONDS WHICH MAY BE PAID IN FULL, SHOWN BY THE BOOKS OF OUR OFFICES, AGAINST THE TRACT OR SUBDIVISION OR ANY PART THEREOF SHOWN ON THE ANNEXED MAP AND DESCRIBED IN THE CAPTION THEREOF.

LARRY COHEN,
COUNTY TREASURER
TAX COLLECTOR

BY: _____
DEPUTY
DATE: _____

MARISA K. BARRIE,
DIRECTOR OF PUBLIC WORKS

BY: _____
FOR DIRECTOR
DATED: _____

RINCON DEL DIABLO MUNICIPAL WATER DISTRICT CERTIFICATE

THIS IS TO CERTIFY THAT THE WATER EASEMENT AS SHOWN ON THIS MAP GRANTED TO THE RINCON DEL DIABLO MUNICIPAL WATER DISTRICT, A PUBLIC AGENCY ORGANIZED UNDER THE MUNICIPAL WATER ACT OF 1911, IS HEREBY ACCEPTED BY THE UNDERSIGNED ENGINEERING MANAGER.

_____
SHAWNELE MORELOS DATE
ENGINEERING MANAGER
RINCON DEL DIABLO MUNICIPAL WATER DISTRICT

CITY TREASURER'S CERTIFICATE

I, DOUGLAS W. SHULTZ, CITY TREASURER OF THE CITY OF ESCONDIDO, HEREBY STATE THAT THERE ARE NO LIENS OR UNPAID BONDS ISSUED UNDER ANY IMPROVEMENT BOND ACT OF THE STATE OF CALIFORNIA SHOWN BY THE BOOKS OF THIS OFFICE AGAINST THE SUBDIVISION OR ANY PART THEREOF SHOWN ON THE MAP OF ESCONDIDO TRACT NO. PHG20–0032.

BY: _____
DOUGLAS W. SHULTZ
CITY TREASURER

DATE: _____

CLERK OF THE BOARD CERTIFICATE

I, ANDREW POTTER, CLERK OF THE BOARD OF SUPERVISORS, HEREBY CERTIFY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT (DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE), REGARDING (A) DEPOSITS FOR TAXES AND (B) CERTIFICATION OF THE ABSENCE OF LIENS FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT THOSE NOT YET PAYABLE, HAVE BEEN COMPLIED WITH.

ANDREW POTTER
CLERK OF THE BOARD
OF SUPERVISORS

BY: _____
DEPUTY
DATE: _____

SURVEYOR'S STATEMENT

I, MICHAEL S. BUTCHER, A PROFESSIONAL LAND SURVEYOR OF THE STATE OF CALIFORNIA, HEREBY STATE THAT THE SURVEY OF THIS SUBDIVISION WAS MADE BY ME OR UNDER MY DIRECTION IN FEBRUARY OF 2021 AND SAID SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT MONUMENTS OF THE CHARACTER INDICATED HAVE BEEN SET OR FOUND OR WILL BE SET AS NOTED AT THE SUBDIVISION BOUNDARY CORNERS AND I WILL SET ALL OTHER MONUMENTS OF THE CHARACTER AND AT THE POSITION INDICATED BY LEGEND IN THIS MAP WITHIN 30 DAYS AFTER COMPLETION OF THE REQUIRED IMPROVEMENTS, AND SUCH MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. (SEE LEGEND ON SHEET 3).

_____
MICHAEL S. BUTCHER DATE
L.S. 6922



CITY ENGINEER'S STATEMENT

I, JASON CHRISTMAN, CITY ENGINEER OF THE CITY OF ESCONDIDO, STATE OF CALIFORNIA, ACTING AS DESIGNEE FOR THE LEGISLATIVE BODY OF THE CITY OF ESCONDIDO PURSUANT TO ESCONDIDO MUNICIPAL CODE SECTION 32.102, HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP OF TENTATIVE MAP NO. PHG20–0032; THAT THIS SUBDIVISION IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; AND THAT ALL OF THE PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

PURSUANT TO CITY OF ESCONDIDO ORDINANCE NO. 2022–02, I HEREBY APPROVE THIS MAP AND SUBJECT TO IMPROVEMENT ACCEPT THE REAL PROPERTY OFFERED FOR DEDICATION OR OTHERWISE GRANTED IN THE OWNER'S CERTIFICATE IN CONFORMITY WITH THE TERMS AND CONDITIONS EXPRESSED THEREIN.

BY: _____
JASON CHRISTMAN, R.C.E. 70128

DATE: _____

CITY SURVEYOR'S STATEMENT

I, _____, CITY SURVEYOR OF THE CITY OF ESCONDIDO, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, AND AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

BY: _____
TITLE: P.L.S.

DATE: _____

COUNTY RECORDER'S CERTIFICATE

FILE NO. _____

I, JORDAN Z. MARKS, COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, HEREBY CERTIFY THAT I HAVE ACCEPTED FOR RECORDATION THIS MAP FILED AT THE REQUEST OF MICHAEL S. BUTCHER THIS _____ DAY OF _____, 20___, AT _____ O'CLOCK __.M.

JORDAN Z. MARKS,
COUNTY RECORDER

BY: _____
DEPUTY DATE

FEE: $_____

ESCONDIDO TRACT NO. PHG20-0032

IN THE CITY OF ESCONDIDO, CALIFORNIA

NOTARY'S CERTIFICATE

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED

_____

_____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____

_____
PRINT NAME, NOTARY PUBLIC IN
AND FOR SAID COUNTY AND STATE.

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION EXPIRES: _____

COMMISSION # OF NOTARY: _____

NOTARY'S CERTIFICATE

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED

_____

_____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____

_____
PRINT NAME, NOTARY PUBLIC IN
AND FOR SAID COUNTY AND STATE.

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION EXPIRES: _____

COMMISSION # OF NOTARY: _____

NOTARY'S CERTIFICATE

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED

_____

_____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____

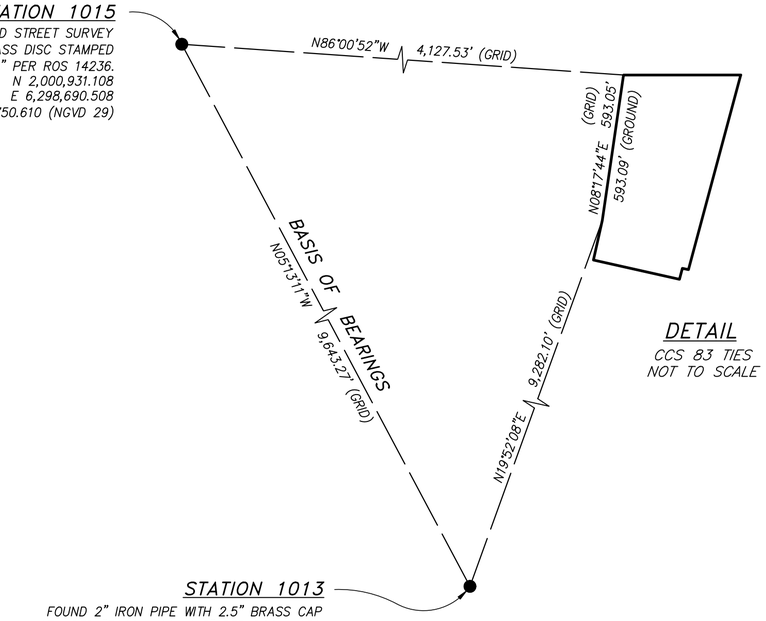
_____
PRINT NAME, NOTARY PUBLIC IN
AND FOR SAID COUNTY AND STATE.

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION EXPIRES: _____

COMMISSION # OF NOTARY: _____

STATION 1015
FOUND STANDARD STREET SURVEY MONUMENT WITH 2.5" BRASS DISC STAMPED "EGCS LS 4539 1015" PER ROS 14236.
N 2,000,931.108
E 6,298,690.508
EL: 750.610 (NGVD 29)



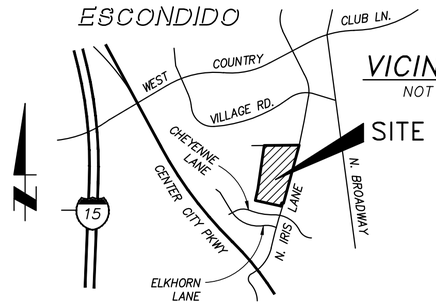
DETAIL
CCS 83 TIES
NOT TO SCALE

STATION 1013
FOUND 2" IRON PIPE WITH 2.5" BRASS CAP STAMPED "EGCS 1992 1015" PER ROS 14236.
N 1,992,327.822
E 6,299,567.796
EL: 747.096 (NGVD 29)

ESCONDIDO TRACT NO. PHG20-0032

IN THE CITY OF ESCONDIDO, CALIFORNIA

PROCEDURE OF SURVEY



VICINITY MAP
NOT TO SCALE

LINE DATA			RECORD DATA	
	BEARING	LENGTH	BEARING	LENGTH
L1	S36°53'17"W	57.40'	[N36°50'55"E]	[57.41']
L2	S81°04'55"W	58.59'	[N81°06'28"E]	[58.58']
L3	N59°11'54"W	50.30'	[N59°11'35"W]	[50.21']
L4	N11°29'32"W	48.14'	[N11°26'30"W]	[48.15']
L5	N10°56'36"E	100.00'	[N10°57'08"E]	[100.00']
L6	S10°49'39"W	16.48'	[N11°01'22"E]	[16.50']
L7	N74°30'44"W	38.63'	[N74°31'22"W]	[38.63']
L8	N15°02'00"E	43.00'	[N15°01'22"E]	[43.00']

CURVE TABLE				RECORD DATA		
	DELTA	RADIUS	LENGTH	DELTA	RADIUS	LENGTH
C1	4°04'29"	606.00'	43.10'	[4°04'15"]	[606.00']	[43.06']

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH AMERICAN DATUM OF 1983 (NAD83) EXPRESSED IN THE TERMS OF THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE 6, EPOCH 1992, AS DETERMINED LOCALLY BY A LINE BETWEEN CITY OF ESCONDIDO POINT "1015" AND "1013" PER RECORD OF SURVEY 14236, I.E. N05°13'11"W.

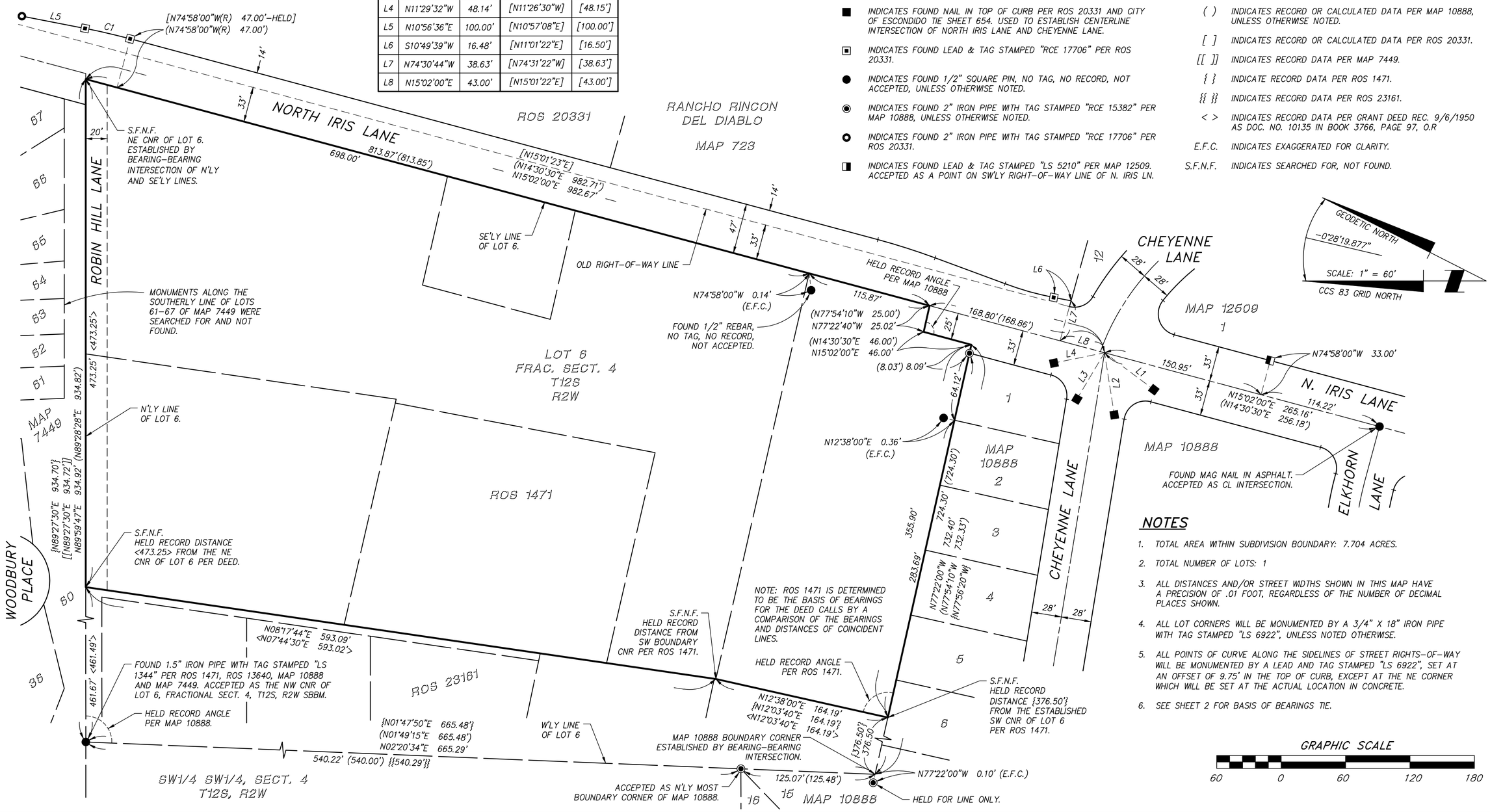
QUOTED BEARINGS FROM REFERENCE MAPS OR DEEDS MAY OR MAY NOT BE IN TERMS OF SAID SYSTEM.

THE COMBINED SCALE FACTOR AT POINT "1015" IS 0.999922968.
GRID DISTANCE = GROUND DISTANCE x COMBINED SCALE FACTOR.
CONVERGENCE ANGLE AT POINT "1015" IS: −0°28'19.877"

LEGEND

- ■ INDICATES FOUND NAIL IN TOP OF CURB PER ROS 20331 AND CITY OF ESCONDIDO TIE SHEET 654. USED TO ESTABLISH CENTERLINE INTERSECTION OF NORTH IRIS LANE AND CHEYENNE LANE.
- ▣ INDICATES FOUND LEAD & TAG STAMPED "RCE 17706" PER ROS 20331.
- ● INDICATES FOUND 1/2" SQUARE PIN, NO TAG, NO RECORD, NOT ACCEPTED, UNLESS OTHERWISE NOTED.
- ◉ INDICATES FOUND 2" IRON PIPE WITH TAG STAMPED "RCE 15382" PER MAP 10888, UNLESS OTHERWISE NOTED.
- ○ INDICATES FOUND 2" IRON PIPE WITH TAG STAMPED "RCE 17706" PER ROS 20331.
- ◨ INDICATES FOUND LEAD & TAG STAMPED "LS 5210" PER MAP 12509. ACCEPTED AS A POINT ON SW'LY RIGHT−OF−WAY LINE OF N. IRIS LN.

( )	INDICATES RECORD OR CALCULATED DATA PER MAP 10888, UNLESS OTHERWISE NOTED.
[ ]	INDICATES RECORD OR CALCULATED DATA PER ROS 20331.
[[ ]]	INDICATES RECORD DATA PER MAP 7449.
{ }	INDICATE RECORD DATA PER ROS 1471.
{{ }}	INDICATES RECORD DATA PER ROS 23161.
< >	INDICATES RECORD DATA PER GRANT DEED REC. 9/6/1950 AS DOC. NO. 10135 IN BOOK 3766, PAGE 97, O.R
E.F.C.	INDICATES EXAGGERATED FOR CLARITY.
S.F.N.F.	INDICATES SEARCHED FOR, NOT FOUND.



NOTES

1. TOTAL AREA WITHIN SUBDIVISION BOUNDARY: 7.704 ACRES.
2. TOTAL NUMBER OF LOTS: 1
3. ALL DISTANCES AND/OR STREET WIDTHS SHOWN IN THIS MAP HAVE A PRECISION OF .01 FOOT, REGARDLESS OF THE NUMBER OF DECIMAL PLACES SHOWN.
4. ALL LOT CORNERS WILL BE MONUMENTED BY A 3/4" X 18" IRON PIPE WITH TAG STAMPED "LS 6922", UNLESS NOTED OTHERWISE.
5. ALL POINTS OF CURVE ALONG THE SIDELINES OF STREET RIGHTS−OF−WAY WILL BE MONUMENTED BY A LEAD AND TAG STAMPED "LS 6922", SET AT AN OFFSET OF 9.75' IN THE TOP OF CURB, EXCEPT AT THE NE CORNER WHICH WILL BE SET AT THE ACTUAL LOCATION IN CONCRETE.
6. SEE SHEET 2 FOR BASIS OF BEARINGS TIE.

GRAPHIC SCALE

60 0 60 120 180

ESCONDIDO TRACT NO. PHG20-0032

IN THE CITY OF ESCONDIDO, CALIFORNIA

SHEET 4 OF 6 SHEETS

LINE DATA		
	BEARING	LENGTH
L1	N08°17'44"E	15.16
L2	N77°40'13"W	4.70

MAP 7449
60

ROBIN HILL LANE
(PRIVATE)

N. IRIS LANE

NORTH IRIS LANE
DEDICATED TO THE PUBLIC AND ACCEPTED HEREON

RANCHO RINCON DEL DIABLO
MAP 723

ROS 1471

ROS 20331

SW1/4 SW1/4
SECT. 4
T12S
R2W

LOT 1
7.422 AC. NET

DETAIL "A"
THIS SHEET

DETAIL "A"
SCALE: 1" = 20'

SEE SHEET 5

EASEMENT LEGEND:

- (A) INDICATES A PUBLIC SEWER EASEMENT GRANTED TO THE CITY OF ESCONDIDO AND ACCEPTED HEREON.
- (B) INDICATES AN EMERGENCY ACCESS EASEMENT GRANTED TO THE CITY OF ESCONDIDO AND ACCEPTED HEREON.
- (C) INDICATES A PORTION OF NORTH IRIS LANE DEDICATED TO THE PUBLIC AND ACCEPTED HEREON.
- (D) INDICATES WATER EASEMENT TO THE RINCON DEL DIABLO MUNICIPAL WATER DISTRICT GRANTED AND ACCEPTED HEREON.
- (E) INDICATES A PRIVATE ACCESS EASEMENT GRANTED TO ANY PARCEL WITH EXISTING ACCESS RIGHTS TO ROBIN HILL LANE.
- (F) INDICATES AN EXISTING PRIVATE ROAD EASEMENT PER DOC. REC. SEPTEMBER 19, 1945 AS DOC. NO. 77607, O.R.
- (G) INDICATES AN EXISTING PRIVATE ROAD EASEMENT PER DOC. REC. SEPTEMBER 6, 1950 AS DOC. NO. 101315 IN BOOK 3766, PAGE 97, O.R.
- (H) INDICATES AN EXISTING PRIVATE UTILITY EASEMENT PER DOC. REC. APRIL 1, 1985 AS DOC. NO. 85-109395, O.R.
- (I) INDICATES AN EXISTING PRIVATE UTILITY EASEMENT PER DOC. REC. APRIL 1, 1985 AS DOC. NO. 85-109397, O.R.
- (J) INDICATES AN EXISTING SDG&E EASEMENT PER DOC. REC. JULY 29, 1946 AS BOOK 2199, PAGE 1, O.R.
- (K) INDICATES AN EXISTING SDG&E EASEMENT PER DOC. REC. DECEMBER 12, 1972 AS DOCUMENT NO. 322078. O.R.
- (L) INDICATES AN EXISTING SDG&E EASEMENT PER DOC. REC. JULY 6, 1959 AS DOCUMENT NO. 136116 IN BOOK 7755, PAGE 220, O.R
- (M) INDICATES AN EXISTING SDG&E EASEMENT PER DOC. REC. JULY 6, 1959 AS DOCUMENT NO. 136123 IN BOOK 7755, PAGE 234, O.R.

CCS 83 GRID NORTH
SCALE: 1" = 30'
-0°28'19.87"
GEODETIC NORTH

GRAPHIC SCALE
30' 0 30' 60' 90'

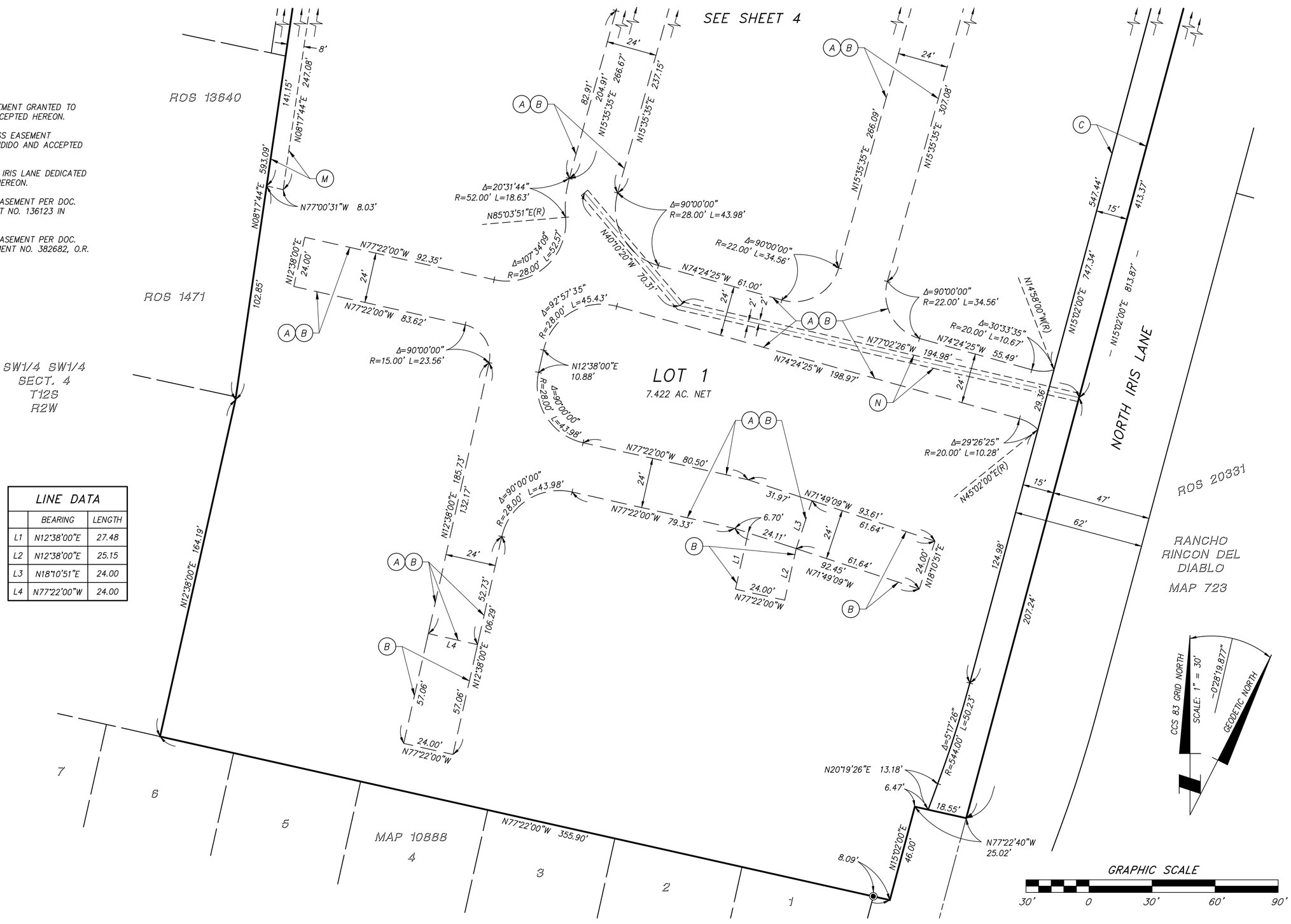
ESCONDIDO TRACT NO. PHG20-0032

IN THE CITY OF ESCONDIDO, CALIFORNIA

EASEMENT LEGEND:

- (A) INDICATES A PUBLIC SEWER EASEMENT GRANTED TO THE CITY OF ESCONDIDO AND ACCEPTED HEREON.
- (B) INDICATES AN EMERGENCY ACCESS EASEMENT GRANTED TO THE CITY OF ESCONDIDO AND ACCEPTED HEREON.
- (C) INDICATES A PORTION OF NORTH IRIS LANE DEDICATED TO THE PUBLIC AND ACCEPTED HEREON.
- (M) INDICATES AN EXISTING SDG&E EASEMENT PER DOC. REC. JULY 6, 1959 AS DOCUMENT NO. 136123 IN BOOK 7755, PAGE 234, O.R.
- (N) INDICATES AN EXISTING SDG&E EASEMENT PER DOC. REC. AUGUST 4, 1988 AS DOCUMENT NO. 382682, O.R.

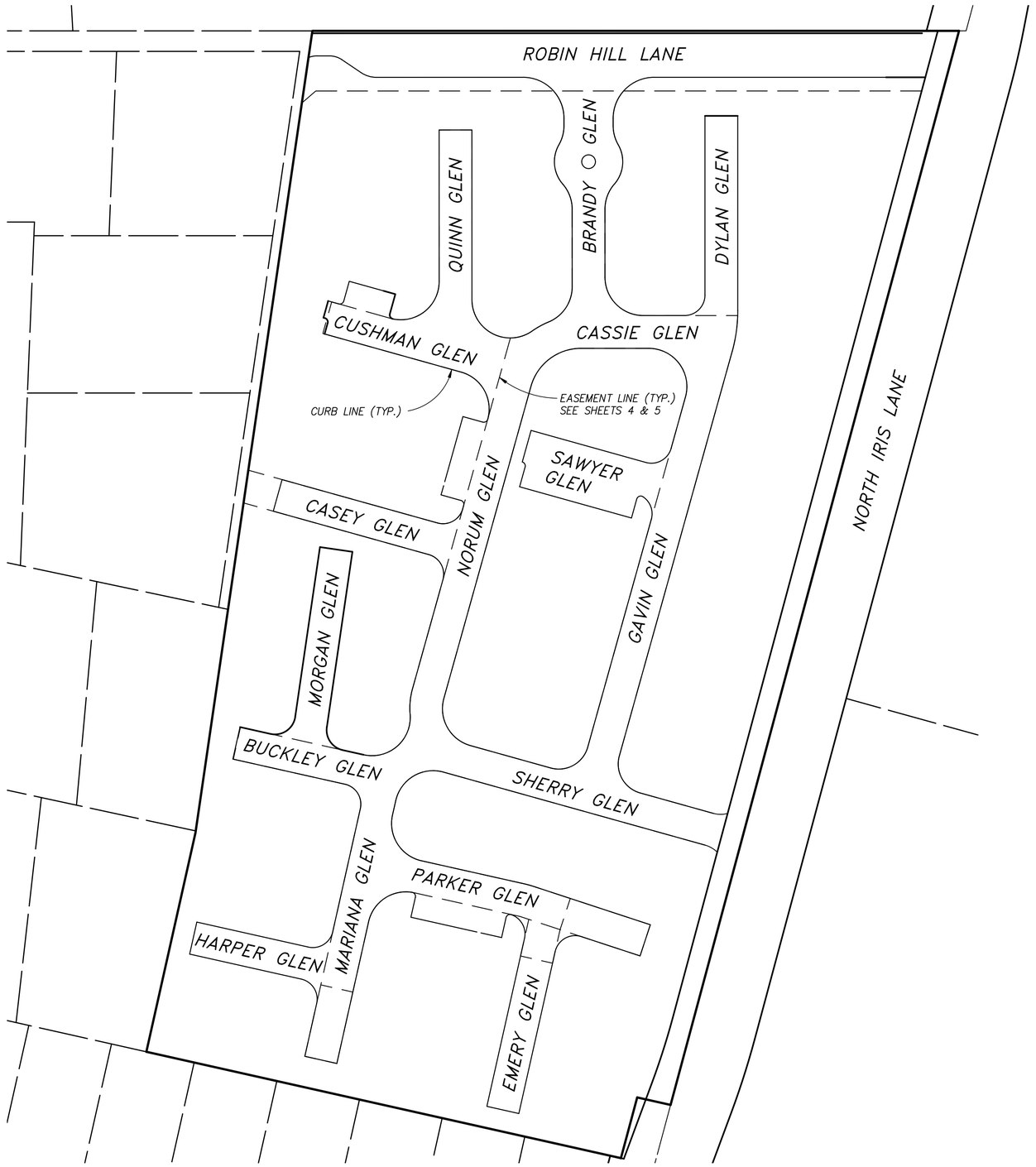
LINE DATA		
	BEARING	LENGTH
L1	N12°38'00"E	27.48
L2	N12°38'00"E	25.15
L3	N18°10'51"E	24.00
L4	N77°22'00"W	24.00



ESCONDIDO TRACT NO. PHG20-0032

IN THE CITY OF ESCONDIDO, CALIFORNIA

NON-TITLE SHEET



STREET NAMES

THE CITY OF ESCONDIDO HAS ASSIGNED THE FOLLOWING STREET NAMES AS TO BE SHOWN ON THE FINAL MAP FOR RECORDATION:

MARIANA GLEN
BUCKLEY GLEN
PARKER GLEN
SHERRY GLEN
NORUM GLEN
GAVIN GLEN
CUSHMAN GLEN
BRANDY GLEN
CASSIE GLEN
HARPER GLEN
MORGAN GLEN
CASEY GLEN
QUINN GLEN
DYLAN GLEN
EMERY GLEN
SAWYER GLEN

STAFF REPORT

December 2, 2026
File Number 0600-10; A-3631

SUBJECT

AWARD OF A PUBLIC IMPROVEMENT AGREEMENT TO DE LA FUENTE CONSTRUCTION, INC. FOR CONSTRUCTION OF THE GRAND AVENUE VISION PROJECT - PHASE III

DEPARTMENT

Development Services

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-142, (1) determining De La Fuente Construction, Inc. ("Contractor") to be the lowest responsive and responsible bidder; (2) awarding the Grand Avenue Vision Project - Phase III ("Project") to the Contractor; and (3) authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement with the Contractor in the amount of $3,375,320.70 for construction of the Project.

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, Director of Development Services and Jason Christman, Interim-City Engineer)

Presenter: Jason Christman, City Engineer; Christopher Hudson, Engineering Project Manager

ESSENTIAL SERVICE – Yes, Public Works/Infrastructure

COUNCIL PRIORITY – Be Business Friendly; Drive Community and Land Development; Prioritize Public Safety;

FISCAL ANALYSIS

The Project is included in the Capital Improvement Program budget and is funded through previously appropriated Capital Improvement Program funds, including San Diego Association of Governments ("SANDAG") Smart Growth Incentive Program ("SGIP") grant funds and TransNet funds. The programmed funds for the Project are sufficient to fund the construction, construction management, inspection, contract administration, and contingency associated with Phase III of the Project.

The Engineer's Estimate for construction of the Project is approximately $4.2 million. The proposed Resolution establishes a construction contingency in an amount not to exceed twenty percent (20%) of the original contract amount. Pursuant to Escondido Municipal Code Section 10-138(c), the City Manager is authorized to approve change orders within the approved contingency, subject to available appropriated project funding.

CITY of ESCONDIDO

STAFF REPORT

PREVIOUS ACTIONS

On February 14, 2018, the City Council approved the Grand Avenue Vision Plan and authorized related grant applications.

On April 16, 2025, the City Council adopted Resolution No. 2025-32R, authorizing the Mayor to file a SGIP Cycle 6 grant application with the SANDAG and accept the terms of the grant agreement.

On June 24, 2026, the City Council adopted Resolution No. 2026-108 authorizing the Mayor to execute a Consulting Services Agreement with Kimley-Horn and Associates, Inc. for engineering design and environmental clearance services associated with the Grand Avenue Vision Phase III project.

On July 29, 2026 the City Council approved a $2,000,000 Budget Adjustment for the Grand Avenue Vision Phase III project. This Budget Adjustment appropriated $2,000,000 in SGIP grant funding within Fund 1230 to the Grand Avenue Vision Phase III Project account.

BACKGROUND

Phase I of the Grand Avenue Vision Plan was completed in 2022 and Phase II was completed in June 2025.

The Phase III Project builds on significant work completed in Phases I and II, which transformed the blocks between Maple Street and Juniper Street. These initial phases established the foundation of the Vision Plan with widened sidewalks, enhanced outdoor dining areas, upgraded lighting, new landscaping, public-realm improvements, and the first modern roundabouts at key intersections. Their success has helped energize downtown activity, increase pedestrian presence, support local businesses, and demonstrate the long-term value of the Vision Plan’s mobility and economic strategies.

Phase III of the Grand Avenue Vision Project will implement construction of similar corridor improvements between Maple Street and Escondido Boulevard which includes construction of the Maple Street roundabout, roadway reconstruction and rehabilitation, ADA improvements, decorative street lighting, festoon lighting, landscaping and irrigation improvements, drainage enhancements, utility coordination, traffic signal modifications, and related streetscape improvements.

The Project advances the City's long-term effort to revitalize the downtown core through construction of pedestrian-oriented streetscape improvements, enhanced lighting, green-street stormwater features, expanded pedestrian spaces, traffic-calming improvements, and updated parking and circulation features consistent with the Grand Avenue Vision Plan and the improvements completed during earlier phases.

Consistent with previous phases, the Project will implement measures intended to minimize impacts to downtown businesses, property owners, residents, and visitors during construction.

CITY of ESCONDIDO

STAFF REPORT

The Project was advertised though the City's BidNet Direct procurement portal as Request for Bids ("RFB") No. 27-03 on October 23, 2026, and October 29, 2026 in a local trade paper.

On November 17, 2026, the City received sealed bids in response to the advertised RFB for construction of Phase III of the Grand Avenue Vision Project.

The bid results are summarized below:

De La Fuente Construction, Inc.	..... $3,375,320.70
LB Civil, Inc.	..... $3,517,411.30
Southland Paving, Inc.	..... $3,546,640.80
Palm Engineering Construction Co	..... $3,723,355.00
Nationwide Construction Services, Inc	..... $4,812,757.50

Staff evaluated the submitted bids and determined that De La Fuente Construction, Inc. is the lowest responsive and responsible bidder. Staff recommends award of the construction contract to De La Fuente Construction, Inc. in the amount of $3,375,320.70.

RESOLUTIONS

a. Resolution No. 2026-142
b. Resolution No. 2026-142—Exhibit "A" – Public Improvement Agreement

RESOLUTION NO. 2026-142

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC IMPROVEMENT AGREEMENT WITH DE LA FUENTE CONSTRUCTION, INC. FOR THE CONSTRUCTION OF GRAND AVENUE VISION PROJECT - PHASE III

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program ("CIP") Budget for the Grand Avenue Vision Plan – Phase III ("Project"); and

WHEREAS, on October 29, 2026 a Notice Inviting Sealed Bids for construction of the Grand Avenue Vision Project - Phase III was duly published in accordance with applicable law; and

WHEREAS, in response to the Notice Inviting Sealed Bids, five sealed bids for the Project were submitted and publicly opened on November 17, 2026; and

WHEREAS, after evaluation of the submitted bids, City staff has determined that De La Fuente Construction, Inc. is the lowest responsive and responsible bidder and recommend award of the contract for construction of the Project.

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

1. That the above recitations are true.

2. That the City Council determines that De La Fuente Construction, Inc. is the lowest responsive and responsible bidder for the Project and hereby accepts the bid in the amount of $3,375,320.70.

3. That the City Council authorizes the Mayor to execute, on behalf of the City, a Public Improvement Agreement with De La Fuente Construction, Inc. in the amount of $3,375,320.70, in a substantially similar form to that attached hereto as Exhibit "A," subject to final approval as to form by the City Attorney, and authorizes the City Clerk to attest thereto.

4. That a construction contingency is hereby established in an amount not to exceed twenty percent (20%) of the original contract amount, and shall be funded from appropriated project funds.

5. That, pursuant to Escondido Municipal Code Section 10-138(c), the City Manager, is authorized to approve and execute change orders and related contract modifications necessary to implement and complete the Project, provided that the cumulative amount of such change orders and modifications does not exceed the contingency established by this Resolution.

CITY OF ESCONDIDO
PUBLIC IMPROVEMENT AGREEMENT

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

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Christopher Hudson
760-839-6358
("CITY")

And: De La Fuente Construction, Inc.
a California corporation
dba DLF Construction
3025 Beyer Blvd., Suite E-101
San Diego, CA 92154
Attn: Jorge Diaz
619-512-5505
("CONTRACTOR").

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

WHEREAS, the Parties desire to enter into this Agreement for the performance of work relating to the Grand Avenue Vision Project - Phase III ("Project"), occurring within the public right-of-way along and related easements located within the City of Escondido ("Property"), as further described herein.

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

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

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

2. Description and Performance of Work. CONTRACTOR shall furnish all work described in the Project Documents ("Work"). All Work to be performed and materials to be furnished shall be completed in a good workmanlike manner, free from defects, in strict accordance with the plans, drawings, specifications, and requirements set forth in the Project Documents and all provisions of this Agreement.

3. Compensation. In exchange for CONTRACTOR's completion of the Work, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **$3,375,320.70** ("Contract Price"). CONTRACTOR shall be compensated only for performance of the Work described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent.

4. Term and Time of Performance. CONTRACTOR shall commence work within one week from the CITY's notice to proceed. CONTRACTOR shall diligently perform and complete the Work with professional quality and technical accuracy by May 15, 2027, or within 97 working days from the date specified in the notice to proceed, whichever is sooner ("Completion Date"). Extension of terms or time of performance shall be subject to the CITY's sole discretion.

5. Time Is of the Essence. If the Work is not completed by the Completion Date, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85, the Parties agree that CONTRACTOR shall pay to the CITY as fixed and liquidated damages, and not as a penalty, the sum of $2,400 per day for each calendar day of delay until the Work is completed and accepted ("Liquidated Damages Amount"). The Liquidated Damages Amount shall be deducted from any payments due to, or that become due to, CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the Liquidated Damages Amount.

6. Insurance Requirements.

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

      (1) *Commercial General Liability*. Insurance Services Office ("ISO") Form CG 0001 11188 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury (including emotional distress), sickness, disease, or death of any person other than the CONTRACTOR's employees, and personal and advertising injury, and damages because of injury or destruction of tangible property, including loss of use resulting there from, with limits no less than $3,000,000 combined single limit coverage per occurrence for bodily injury and property damage; or, if a general aggregate limit is applicable, either: (i) the general aggregate limit shall specifically apply to the project identified in the bid specifications or to the location of such project which is the subject of these bid specifications with coverage to be no less than $3,000,000, or (ii) the general aggregate shall be at least $3,000,000 combined single limit coverage per occurrence for bodily injury and property damage.

      (2) *Automobile Liability*. ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9),

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

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

(4) *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) *Builder's Risk / "All Risk" Insurance*. The CONTRACTOR, during the progress of the Work and until final acceptance of the Work by CITY, shall maintain Builder's Risk/"All Risk," course-of-construction insurance satisfactory to CITY issued on a completed value basis of all WORK pursuant to this Agreement. Coverage is to provide extended coverage and insurance against vandalism, theft, malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, earthquake, collapse, flood, wind, lightning, smoke, riot, debris removal (including demolition), and reasonable compensation for the Engineer's services and expenses required as a result of such insured loss upon the Work, including completed Work and Work in progress to the full insurable value thereof. Such insurance shall include the CITY and the City Engineer as an additional named insured and any other person with an insurable interest designated.

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

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

(1) *Compliance with General Condition Requirements*. Insurance coverage shall comply with and meet all requirements set forth in Article 5.2 of General Conditions

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

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

(4) *Primary Coverage*. CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the

CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

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

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

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

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

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

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

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

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

f. *Compliance*. Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. Compliance by CONTRACTOR with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page evidencing the same shall not relieve the CONTRACTOR from liability assumed under any provision of this Agreement, including, without limitation, the obligation to defend and indemnify the CTY and the City Engineer. In the event that CONTRACTOR fails to comply with any insurance requirement set forth in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONTRACTOR to stop Work under this Agreement and/or withhold any payment that becomes due to CONTRACTOR until CONTRACTOR demonstrates compliance with the insurance requirements in this Agreement.

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

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

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

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

8. Bonds.

a. CONTRACTOR shall furnish and deliver to the CITY, simultaneously with the execution of this Agreement, the following surety bonds:

(1) *Faithful Performance Bond*. CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for faithful performance of this Agreement.

(2) *Labor and Materials Bond*. CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for payment to persons performing labor and furnishing materials in connection with the Project.

b. All bonds furnished to the CITY pursuant to this Agreement shall be in the form set forth herein and approved by the City Attorney.

c. All bonds shall be executed by sureties that are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

d. If the surety on any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the CONTRACTOR shall, within seven days thereafter, substitute another bond and surety, which must be acceptable to the CITY. No portion of the Work shall be performed without bonds, in a form and issued by a surety acceptable to the City. If one or more of such bonds shall, at any time, not be in full force and effect, CONTRACTOR shall immediately cease performance of the Work until CONTRACTOR is in full compliance with the bonding requirements of this Agreement and California law. All delays and costs incurred or resulting from such occurrence shall be to the exclusive account of CONTRACTOR. Failure of the CONTRACTOR to promptly cure any failure to have the necessary bonds in full force and effect shall be grounds for immediate termination of this Agreement.

e. All bonds shall be obtained from surety companies that are duly licensed or authorized in the State of California. Such surety companies shall also meet any additional requirements and qualifications as may be provided in the Supplementary General Conditions.

9. Substitution of Securities. This Agreement is subject to California Public Contract Code section 22300, which permits the substitution of securities for any monies withheld by the CITY to ensure performance of this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state- or federally-chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion and acceptance of the Work, such securities shall be returned to the CONTRACTOR.

10. Contractor Default. In the event CONTRACTOR, for a period of 10 calendar days after receipt of written demand from the CITY to do so (“Cure Period”), fails to furnish tools, equipment, or labor in the necessary quantity or quality required by this Agreement, or fails to prosecute the Work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within the Cure Period, fails to continue to do so, then the CITY in its sole discretion may exclude the CONTRACTOR from the Property, or any portion thereof, and take exclusive possession of the Property or any portion thereof, together with all material and equipment thereon, and may complete the Work or any portion of the Work, either by (i) furnishing the necessary tools, equipment, labor, or materials; or (ii) letting the unfinished portion of the work, or any portion thereof, to another contractor; or (iii) demanding the surety hire another contractor; or (iv) any combination of such methods. The CITY’s procuring of the completion of the Work, or the portion of the Work taken over by the CITY, shall be a charge against the CONTRACTOR and may be deducted from any money due or to become due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of such charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment if CONTRACTOR fails to pay in full any such cost incurred by the CITY. The permissible charges for any such procurement of the completion of the Work include actual costs and fees incurred to third party individuals and entities (including but not limited to consultants, attorneys, inspectors, and designers) and actual costs incurred by the CITY for the increased dedication of time of the CITY’s employees to the Project.

11. Other Legal Requirements Incorporated. Each and every provision of law and clause required by law to be inserted in this Agreement or its attachments shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though such law or clause were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party, the Agreement shall forthwith be physically amended to make such insertion or correction, without further changes to the remainder of the Agreement.

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

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

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

15. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR, and pursuant to action of the Escondido City Council.

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

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

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

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

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

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

22. Compliance with Laws, Permits, and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. This shall include, but shall not be limited to, all California Labor Code laws regarding payment of prevailing wages

and all OSHA regulations. CONTRACTOR shall obtain any and all permits, licenses, and other authorizations necessary to perform the work under this Agreement. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

23. Prevailing Wages and Department of Industrial Relations Compliance. Pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages, including but not limited to the keeping of certified payroll records, overtime pay, employment of apprentices, and workers' compensation coverage, as further set forth in the General Conditions. CONTRACTOR shall file the required workers' compensation certificate before commencing work under this Agreement. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post all job site notices required by regulation. CONTRACTOR, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any public works contract subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

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

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

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____

_____
Dane White, Mayor

DE LA FUENTE CONSTRUCTION, INC.

Date: _____

_____
Jorge Diaz, President

919666
Contractor's License No.

_____
Tax ID/Social Security No.

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
M. Dare DeLano, City Attorney

BY: _____

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

STAFF REPORT

December 2, 2026
File Number 0440-15

SUBJECT

APPLICATION TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY (CMFA) BOND OPPORTUNITIES FOR LAND DEVELOPMENT (BOLD) PROGRAM BY KB HOMES CAL MANAGEMENT, LLC, THE DEVELOPER OF THE CROSSING

DEPARTMENT

Development Services

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-190, an expression of City Council support for an application to the California Municipal Finance Authority ("CMFA") Bond Opportunities for Land Development ("BOLD") Program by KB Homes Cal Management, LLC, the developer of The Crossing, a 70-unit attached residential project on 2.73 acres, further identified as Assessor's Parcel Numbers 232-100-20-00 and 232-100-21-00, located north of West Grand Avenue, south of West Valley Parkway and east of North Quince Street for tax-exempt bond funding of $1,588,889 of financed development fees.

Staff Recommendation: Approval (Development Services; Kevin Snyder, AICP, Development Services Director)

Presenter: Kevin Snyder, AICP, Development Services Director

ESSENTIAL SERVICE – Yes, Land Use/Development; Clean Water; Sewer; Public Works/Infrastructure

COUNCIL PRIORITY – Be Business Friendly; Drive Community and Land Development

FISCAL ANALYSIS

There is no direct expenditure of funds by the City. All costs related to the formation, issue of bonds, and ongoing administration for any Community Facilities District ("CFD") formed by the BOLD program as a result of the application is the responsibility of CMFA. If bond funds are issued to fund facilities projects in the City, Finance Department staff will be responsible for monitoring the timely and appropriate expenditure of the project funds. Staff and processes are already in place to monitor other sources of bond financing (e.g., Water and Wastewater bond funding), so the additional monitoring is not anticipated to additionally burden staff. All future City project costs, including project management cost, would be funded through the bond proceeds. The bonds themselves would be repaid through property assessments on future homeowners.

CITY of ESCONDIDO

STAFF REPORT

PREVIOUS ACTION

On November 15, 2023, the City Council held a public hearing and adopted Resolution No. 2023-155 authorizing City participation in the California Municipal Finance Authority's ("CMFA") Bond Opportunities for Land Development ("BOLD") Program.

BACKGROUND

CMFA BOLD Program

The CMFA instituted the BOLD program to aid municipalities in their mission to provide infrastructure and other public facilities, such as schools. The BOLD Program offers a means to finance new or continuing construction of infrastructure and public facilities through bonds. These bonds are issued by CMFA as an alternative to issuance of land-secured bonds directly by the City. The BOLD Program is designed to help local governments, including cities and schools, and land developers throughout the State to work together to cost effectively finance public infrastructure projects and development fees. Under the BOLD Program, bonds are issued by a community facilities district ("CFD") formed by CMFA under the Mello-Roos Community Facilities Act of 1982 (California Government Code Section 53311 et seq.) ("Act"). The Act offers great financing flexibility and is commonly used by cities, schools and other local agencies throughout the State to generate funds for the payment of public facilities, including development fees for facilities. The BOLD Program is managed by CMFA through a team of bond industry professionals with experience in CFDs in the State. According to CMFA, all bond industry professionals engaged by CMFA have expertise in CFD bond issues. Presently, the BOLD Program uses Jones Hall for bond counsel, Koppel & Gruber for special tax consulting services, and Piper Sandler & Co. for underwriting services. The city, at its option, may use a municipal advisor of its choosing to review future BOLD Program applications and/or other program documents, with all related costs payable from bond proceeds.

The Crossing Development Project

On December 10, 2025, the City Council approved Ordinance No. 2025-11 approving a Planned Development Permit (Master and Precise Plan) to allow for ground-floor residential uses on the subject property and Resolution No. 2025-162 approving a Tentative Subdivision Map to merge two lots into one and allow for condominium units, a Design Review Permit for construction of 70 multi-family units, and aa Notice of Exemption for PL25-0020/PL25-0021/PL25-0023/PL25-0024: WEST VALLEY PARKWAY 70-UNIT TOWNHOMES.

KB Homes Cal Management, LLC is seeking to finance $1,588,889 of financed development impact fees through the CMFA BOLD Program. Prior to its formal application to CMFA, it has requested City Council's expression of support for its application consistent with Resolution No. 2023-155.

CITY of ESCONDIDO

STAFF REPORT

RESOLUTIONS

a. Resolution No. 2026-190

ATTACHMENTS

a. Attachment "1"—Location Map
b. Attachment "2"—Project CMFA BOLD Application Materials
c. Attachment "3"—Resolution No. 2023-155

RESOLUTION NO. 2026-190

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, EXPRESSING SUPPORT OF AN APPLICATION TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY (CMFA) BOND OPPORTUNITIES FOR LAND DEVELOPMENT (BOLD) PROGRAM BY KB HOMES CAL MANAGEMENT, LLC, THE DEVELOPER OF THE CROSSING, A 70-UNIT ATTACHED RESIDENTIAL TOWNHOMES PROJECT ON 2.73 ACRES FURTHER IDENTIFIED AS ASSESSOR'S PARCEL NUMBERS 232- 100-20-00 AND 232-100-21-00 LOCATED NORTH OF WEST GRAND AVENUE, SOUTH OF WEST VALLEY PARKWAY AND EAST OF NORTH QUINCE STREET FOR TAX-EXEMPT BOND FUNDING OF $1,588,889 OF FINANCED DEVELOPMENT IMPACT FEES

WHEREAS, the California Municipal Finance Authority (the "CMFA") is a joint exercise of powers authority, the members of which include numerous cities, counties and other local agencies in the State of California (the "State"); and

WHEREAS, the City of Escondido (the "City") is currently a member of CMFA in good standing; and

WHEREAS, the City Council authorized, via adoption of Resolution No. 2023-155, the City's participation in the CMFA's Bond Opportunities for Land Development Program (the "BOLD Program"), which allows the financing of certain public facilities and/or certain development impact fees through the levy of special taxes under the Mello-Roos Community Facilities Act of 1982, as amended (the "Act); and

WHEREAS, KB Homes Cal Management, LLC, the developer of The Crossing, a 70-unit attached residential project on 2.73 acres located north of West Grand Avenue, south of West Valley Parkway and east of North Quince Street, further identified as Assessor's Parcel Numbers 232-100-20-00 and 232-100-21-00, has requested an expression of city support for application to the CMFA BOLD Program for tax-exempt bond

financing of City of Escondido development impact fees; and

WHEREAS, on December 10, 2025, the City Council approved Ordinance No. 2025-11 approving a Planned Development Permit (Master and Precise Plan) to allow for ground-floor residential uses on the subject property and Resolution No. 2025-162 approving a Tentative Subdivision Map to merge two lots into one and allow for condominium units, a Design Review Permit for construction of 70 multi-family units, and a Notice of Exemption for PL25-0020/PL25-0021/PL25-0023/PL25-0024: WEST VALLEY PARKWAY 70-UNIT TOWNHOMES; and

WHEREAS, KB Homes Cal Management, LLC is seeking to finance $1,588,889 of financed development impact fees through the CMFA BOLD Program; and

WHEREAS, there is no direct expenditure of funds by the City through the expression of support action and all costs related to the formation, issue of bonds, and ongoing administration for any Community Facilities District ("CFD") formed by the BOLD program as a result of the application are the responsibility of CMFA; and

WHEREAS, if bond funds are issued to fund facilities projects in the City, the Finance Department will be responsible for monitoring the timely and appropriate expenditure of the project funds and processes are already in place to monitor other sources of bond financing so the additional monitoring is not anticipated to additionally burden staff resources; and

WHEREAS, all future City project costs, including project management cost, would be funded through the bond proceeds and the bonds themselves would be repaid through property assessments on future homeowners; and

WHEREAS, in consultation with the City Attorney's Office, the City Council's consideration and action on this matter is exempt from the public notice requirements of California Government Code Subsection 6586.5 pursuant to the provisions of Subsection 6586.5. (c); and

WHEREAS, the City finds that the BOLD program offered by the CMFA can provide significant public benefits, and in conformance with Government Code Section 6586.5 relating to the issuance of bonds by a joint powers authority of which the City is a member.

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

1. That the above recitations are true.

2. The City of Escondido supports an application by KB Homes Cal Management, LLC, for tax-exempt bond funding of development impact fees for The Crossing via the CMFA's BOLD Program.

3. The City's responsibilities during the application submission, application review, potential issue of bonds, and future expenditure of bond funds are those described in Resolution No. 2023-155, which approved the City's participation in the BOLD Program.

Attachment "1"

Location Map for Resolution No. 2026-190



Printed Date: 11/18/2026

Parcels

Municipal Boundaries 2024

Road Labels

Roads All

Freeway	Freeway	State Highway	State Highway	Residential	Residential		
Freeway Ramps	Freeway Ramps	Arterial/Collector	Arterial/Collector	Alley	Alley		
Freeway Ramps	Freeway Ramps	Arterial/Collector	Arterial/Collector	Trail	Trail		
		Residential	Residential	Trail	Trail		
		Residential	Residential	Parks			

N

0 0.01 0.02 0.04 mi

0 0.01 0.02 0.04 mi

1:2,257

DISCLAIMER: Every reasonable effort has been made to ensure the accuracy of these data. However, by accepting this material, you agree that the City of Escondido assumes no liability of any kind arising from the use of this data. THE DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, either expressed or implied, including but not limited to time, money or goodwill arising from the use, operation or modification of the data. In using these data, you further agree to indemnify, defend, and hold harmless City of Escondido for any and all liability of any nature arising from the lack of accuracy or correctness of the data, or use of the data. Portions of any derived product may contain geographic information copyrighted by SanGIS. All rights reserved. You further agree to include in reports, papers, publications, maps, and other products a clearly legible ownership notice in either the lower right-hand corner of maps and images produced or in the figure title, copied, or exported as follows: City of Escondido, All Rights Reserved.

ESCONDIDO
City of Choice

Bond Opportunities for Land Development (BOLD)
Community Facilities District (CFD) Financing Program

Developer Application

Thank you for your interest in the BOLD Program; the BOLD team looks forward to working with you. The items requested in this application will provide the team with background information about your project, your proposed CFD structure, and the facilities and/or impact fees that you would like to finance through the BOLD Program. More detailed information will be collected in the kickoff meeting after your application has been approved. If you have any questions as you complete the application, please contact Ralph Holmes at Piper Sandler at (925) 472-8750 or RalphHolmes@pjc.com.

SECTION 1. PROJECT INFORMATION

(Complete section or attach plans, exhibits, maps, etc. that provide the requested information)

Name of Project: **The Crossing**

Project Location: **The Project is located north of W Grand Ave, south of W Valley Parkway, and east of N Quince Street**.

Landowner(s) (if different than developer listed in Section 2): **KB HOME CAL MANAGEMENT SERVICES LLC**

Ownership structure (i.e., individuals, family trust, partnership, corporation): **a Delaware Limited Liability Company**

Gross Acres of Project: **2.73 Acres**

Net Developable Acres: **1.17 Acres**

Assessor's Parcel Numbers: **232-100-20-00 and 232-100-21-00.**

Proposed Land Uses (If residential uses are proposed, include number of units and, if applicable, projected phasing): **70 Attached Residential Unit. The absorption schedule is included in the CFD Exhibit.**

Are there any special taxes or assessments that are currently a lien on the property?

☐ Yes (provide list of agencies, district name and amounts) ☒ No

Are there any loans that are currently secured by a lien on the property?

☐ Yes ☒ No

If the property is subject to a current lien, provide lender name and outstanding amount. Do the loan documents restrict or place conditions on placing another lien on the property?

☐ Yes (provide description) ☐ No

Project Status (please check all that apply):

X	Tentative map approved	☐	Building permits issued
☐	Final map(s) recorded	☐	Models built or under construction
☐	All necessary discretionary permits secured	☐	Lots sold/offered for sale to merchant builders
☐	Initial grading underway or completed	☐	Production homes under construction

Describe the expected timing for initial grading, completion of significant backbone infrastructure, opening of models – by phases if applicable. If available, please list projected first home sale date or leasing information. Please also include first projected sales.

Grading – Augutust/September thru October/November 2026

Completion of Significant Backbone Infrastructure – November 2026

Grand Opening – 4/24/2027

Are there any foreseeable circumstances not described above that could prevent or significantly delay the proposed development of the Property? If yes, please explain. Are there any extraordinary conditions to development (for example, specific infrastructure that would need to be completed before development can proceed. Examples include construction of a bridge, construction of affordable housing, etc). **None.**

SECTION 2. PARTICIPANTS

Developer Information

Name: **Jesse Kleist** Title: **VP, Forward Planning and Development**

Company Name: **KB Home**

Address: **9915 Mira Mesa Blvd., Suite 100** City: **San Diego**

Zip Code: **92131** Phone: **(619) 840-3155**

Email: **rshamlin@kbhome.com**

Independent Consultants Assisting with CFD Formation (if applicable)

Name: **Manju Pokharel** Title: **Senior Manager**

Company Name: **DPFG, LLC**

Address: **26840 Aliso Viejo Parkway, Suite 110** City: **Aliso Viejo**

Zip Code: **92656** Phone: **(949) 312-9269 Ext. 1143**

Email: **manju.pokharel@dpfg.com**

Will the applicant be:

☐ Selling lots to merchant builders ☒ Building residential units and/or non-res. buildings

Local Agency Information

List all local agencies corresponding to the impact fees and/or public improvements proposed to be financed by the CFD, as well as a contact at each agency, if available.

Agency	Contact Information
City of Escondido	Christina Holmes

SECTION 3. PROPOSED CFD AND SPECIAL TAX STRUCTURE
(Complete section or attach proposed finance plan)

CFD Structure (Check all that apply. If unsure, insert question mark.) – None.

☐ Improvement areas
☐ Special tax zones
☐ Future annexation area

Special Tax Structure

Target total effective tax rate **1.60%**

Criteria for residential special tax categories:

☐ Lot square footage
☒ Residential unit square footage
☐ Villages/Neighborhoods
☐ Other

Proposed special tax categories based on criteria indicated above. If undecided, leave blank. If covered in a financing plan, please attach and reference below.

Refer to the attached Bond Sizing and Total Tax Rate Analysis.

CFD and Bond Timing

When would you like the CFD to be formed? **As soon as possible.**

When would you like bond proceeds to be available? **As soon as possible.**

Date of (or projected date for) initial building permit issuance **November 2027**

Items to be Financed

Please identify the public improvements and/or impact fees that you would like to finance from bond proceeds and indicate if you expect an associated fee credit or reimbursement from the public agency. If you would like to prioritize funding of particular facilities or fees, please also indicate the priority of each item. (attach sheet if more room is needed)

Facility or Impact Fee – note Local Agency	Estimated Cost	Requesting fee credit or reimbursement for this item?	Priority (if applicable)
City of Escondido - DIF			
Local Traffic Fee	146,676	Reimbursement	
Regional Traffic Fee	217,692	Reimbursement	
Public Facilities Fee	347,899	Reimbursement	
Park Fee	466,463	Reimbursement	
Drainage Fee	32,845	Reimbursement	
Wastewater Connection Fee	112,500	Reimbursement	
Water Connection Fee	245,700	Reimbursement	
Estimated Fee Credit (Various Categories)	(355,886)		
Total Net Fees	**1,588,889**		

SECTION 4. SIGNATURE

The Landowner/Developer below wishes to participate in the BOLD Program. Upon submission of this Application, the BOLD team will review the information and contact the Landowner/Developer if additional information is needed for a preliminary approval to participate in the Program. Upon preliminary approval, a deposit will be due and the process of working with the local agency and forming the CFD will begin.

Landowner/Developer:

Signed: _____

Name: Jesse Kleist

Date: 7/24/26

PRELIMINARY DRAFT
SUBJECT TO CHANGE

Exhibit 1
KB Home
The Crossing - City of Escondido
Proposed CMFA BOLD CFD
Bond Sizing and Total Tax Rate Analysis; 5.00% Interest Rate
July 23, 2026

I. Home Prices and Combined Tax Rates:

LAND USE INFORMATION					TOTAL TAX RATE ANALYSIS							CFD ANALYSIS
Plan No.	CMFA BOLD CFD Sq. Ft. Category	Home Size (Sq. Ft.)	No. Units	Base Home Price	FY 25-26 Ad Valorem Tax Rate	Other Fixed Charges and Assess.	City of Escondido Public Safety CFD No. 2020-1	Proposed CMFA BOLD CFD Special Tax	FY 26-27 Escondido USD CFD No. 2019-1 Special Tax	Total Tax per Unit	Total Tax Rate	Total CMFA BOLD CFD Revenue
(a)		(a)	(a)	(a)	(b)	(c)	(d)	(e)	(f)			
1	< 1,500	1,310	10	$ 674,990	$ 7,696	$ 33	$ -	$ 1,895	$ 667	$ 10,290	1.52%	$ 18,950
2	< 1,500	1,331	10	679,990	7,753	33	-	1,895	678	10,358	1.52%	18,950
3	1,500 - 1,699	1,691	24	804,990	9,178	33	-	2,200	861	12,271	1.52%	52,800
4	> 1,699	1,755	26	824,990	9,406	33	-	2,245	893	12,577	1.52%	58,370
	Total / Wtd. Avg.	1,609	70	$ 775,990	$ 8,847	$ 33	$ -	$ 2,130	$ 819	$ 11,829	1.52%	$ 149,070

Total Annual Special Taxes for Bonding (Annual CFD Revenues less $25,000 annual administration/ 110% Coverage) $ 112,791

II. CFD Bond Sizing & Construction Proceeds:

	TOTAL
Bond Amount (5.00% Interest, 30 Year Term, 30 Year Amortization, 2% Esc.)	$ 2,180,000
Underwriter Discount (2.00%)	$ (50,000)
Reserve Fund (125% of Average Annual Debt Service)	(190,655)
Capitalized Interest (6 mos)	(54,500)
Incidental Costs (Estimate)	(295,956)
Total Net Construction Proceeds	$ 1,588,889
Per Unit	$ 22,698

III. Allocation of Net Construction Proceeds:

	Per Unit	Total
City of Escondido DIF (100% of $22,698 per unit)	$ 22,698	$ 1,588,889
Total Net Construction Proceeds:	**$ 22,698**	**$ 1,588,889**

IV. Footnotes:

(a) Product mix & pricing provided by KB Home as of 7/16/2026.

(b) Includes 1.00% plus the following:
- A tax of 0.03100% is charged for fiscal year 2025-26 by Palomar Pomerado Health to all parcels to pay debt service for outstanding bonds.
- A tax of 0.03824% is charged for fiscal year 2025-26 by the Escondido Union School District to all parcels to pay debt service for outstanding bonds.
- A tax of 0.02868% is charged for fiscal year 2025-26 by the Escondido Union High School District to all parcels to pay debt service for outstanding bonds.
- A tax of 0.01903% is charged for fiscal year 2025-26 by the Palomar Community College District to all parcels to pay debt service for outstanding bonds.
- A tax of 0.01616% is charged for fiscal year 2025-26 by the City of Escondido to all parcels to pay debt service for outstanding bonds for public safety improvements.
- A tax of 0.00700% is charged for fiscal year 2025-26 by the Metropolitan Water District to all parcels to pay debt service for outstanding bonds.

(c) Includes the following:
- The Metropolitan Water District levies an assessment of $11.50 per acre, or $11.50 per parcel, if less than an acre.
- The San Diego County Vector Control District levies an assessment of $2.28 per parcel for mosquito surveillance services.
- The San Diego County Vector Control District levies an assessment of $9.16 per parcel for vector control services for condominiums.
- The San Diego County Water Authority levies an assessment of $10.00 per acre, or $10.00 per parcel, if less than an acre.

(d) Per the City of Escondido, the City's Public Safety CFD No. 2020-1 was rescinded by City Council and is no longer in effect.

(e) Represents the proposed special tax for a Proposed City of Escondido BOLD CFD for to finance City fees. This special tax is proposed to escalate by 2% each year.

(f) Reflects the Escondido Union School District CFD No. 2019-1 fiscal year 2026-27 special tax of $0.50904 per building square foot (excludes garage, patios, walkways, etc.) which pays for the school fee obligation of $2.53 per square foot. The special tax amount is subject to escalate annually by 2%. This CFD special tax is authorized to be levied on each parcel for a period equal to 35 years following the first year the property is classified as Developed Property. Upon annexation, the project's school fee obligations will be fully mitigated and no Escondido Union School District school fees will be owed at the time of COC issuance.

Per Conditions of Approval, the HOA will maintain any common area landscaping, open space, walls, drainage facilities etc. to the satisfaction of the Planning & Engineering Divisions.

Exhibit 2
KB Home
The Crossing - City of Escondido
Proposed Facilities List

City of Escondido Impact Fees [1]	Rate		Units	Total
Local Traffic Fee	$ 2,095	Per Unit	70	$ 146,676
Local Traffic Fee (Office) - Credit	(3.22)	Per SF	53,001	(146,676)
Regional Traffic Fee	3,110	Per Unit	70	217,692
Public Facilities Fee	4,970	Per Unit	70	347,899
Public Facilities Fee (Commercial) - Credit	(2.25)	Per SF	53,001	(119,252)
Park Fee (Multi-Family)	6,664	Per Unit	70	466,463
Drainage Fee (Multi-Family)	469	Per Unit	70	32,845
Drainage Fee (Other Uses) - Credit	(0.73)	Per Roof SF	19,434	(14,187)
Wastewater Connection Fee (less than 3 bedrooms)	5,625	Per Unit	20	112,500
Wastewater Connection Fee (3 or more bedrooms)	7,500	Per Unit	50	375,000
Wastewater Connection Fee (Office) - Credit	(1.28)	per SF	53,001	(67,841)
Water Connection Fee (Attached Dwelling Unit)	3,510	Per Unit	70	245,700
Water Connection Fee (1" Meter) - Credit	(7,930)	Per Meter	1	(7,930)
Total City of Escondido Fees:	**$ 22,698**			**$ 1,588,889**

Footnotes:

[1] Represents the City of Escondido impact fees and water/sewer fees eligible to be financed by a proposed CMFA BOLD CFD. The eligibility of these fees are based on recently formed BOLD CFD. City fees per the Fee Guide updated September 16,2025. The fee credits are preliminary estimates based on a 53,001 SF office building and are subject to change. Please note that the total estimated fee credit for the Local Traffic fee exceeds the fee obligation. The credit amount can only be applied up to the fee obligation. Hence the fee credit for Local Traffic fee is lowered to the actual fee obligation.

Please note that the City may require a premium over the applicable fee. Further discussion with the City team is required to see is a premium is required. The analysis does not include any premium.

Exhibit 3
KB Home
The Crossing - City of Escondido
Proposed Special Tax for Developed Property

Land Use Category	Taxable Unit	Residential Floor Area	Assigned Special Tax
Residentail Units	DU	< 1,500	$ 1,895
Residentail Units	DU	1,500 - 1,699	2,200
Residentail Units	DU	> 1,699	2,245

Exhibit 4
KB Home
The Crossing - City of Escondido
Proposed CMFA BOLD CFD
Summary of Acreage, Undeveloped Property and Backup Special Tax Rates

I. Calculation of Net Taxable Acres:

No. of Units	70
Gross Acreage	2.73
Less: Other (Streets, Open Space, Park Site, Detention Basin, etc.)	1.56
Net Taxable Acres	**1.17**

II. Calculation of Undeveloped Property Tax Rate:

Total Developed Property Revenues	$	149,070
Net Taxable Acres		1.17
Less: Contingency Factor (10.00%)		(0.12)
Net Taxable Acres (Adjusted)		1.05
Undeveloped Property Tax Rate per Acre	**$**	**141,567**
Maximum Exempt Acres		1.68

III. Calculation of Backup Special Tax Rate:

Net Taxable Acres		1.05
Undeveloped Property Tax Rate per Acre		141,567
No. of Units		70
Backup Special Tax	**$**	**2,130**

Exhibit 5
KB Home
The Crossing - City of Escondido
Absorption Schedule

		Building Permit Issuance				
Plan Number		**1**	**2**	**3**	**4**	
Home SF		**1,310**	**1,331**	**1,691**	**1,755**	**Total**
Number of Units		**10**	**10**	**24**	**26**	**70**
2026	**Q1**	-	-	-	-	-
	Q2	-	-	-	-	-
	Q3	-	-	-	-	-
	Q4	2	2	2	4	10
2027	**Q1**	2	2	5	6	15
	Q2	2	2	6	5	15
	Q3	2	2	5	6	15
	Q4	2	2	6	5	15

Please note that the building permits will be issued per building with each building consisting of 5 units on an average. Actual units per building may vary.

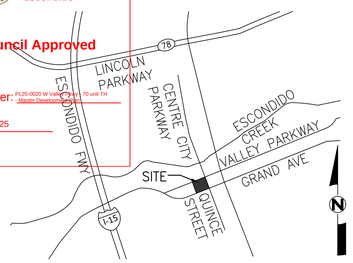
		Closings				
Plan Number		**1**	**2**	**2**	**3**	
Home SF		**1,310**	**1,331**	**1,691**	**1,755**	**Total**
Number of Units		**10**	**10**	**24**	**26**	**70**
2027	**Q1**	-	-	-	-	-
	Q2	1	1	1	1	4
	Q3	2	2	4	4	12
	Q4	2	2	4	4	12
2028	**Q1**	2	2	4	4	12
	Q2	2	1	4	4	11
	Q3	1	2	4	4	11
	Q4	-	-	3	5	8

APPROVED
City of Escondido

City Council Approved

Permit Number: PL25-0020 W Valley Pkwy - 70 unit TH Master Development Plan

Date: 12/16/2025



VICINITY MAP

NO SCALE

SITE ADDRESS:

613 W VALLEY PKWY, ESCONDIDO,
CA 92025

ASSESSOR'S PARCEL NUMBERS

232-100-20, 232-100-21

LEGAL DESCRIPTION

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

PARCELS 1 AND 2 OF PARCEL MAP NO. 11961, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 19, 1982.

OWNER/APPLICANT

KB HOME, COASTAL
9915 MIRA MESA BLVD. SUITE 100 SAN DIEGO, CA 92131
SAN DIEGO, CA 92131
858.877.4256

SHEET INDEX

C1.0	TENTATIVE MAP
C2.0	EXISTING CONDITIONS
C3.0	CONCEPTUAL GRADING AND DRAINAGE PLAN
C4.0	CONCEPTUAL UTILITY PLAN
C5.0	FIRE ACCESS PLAN

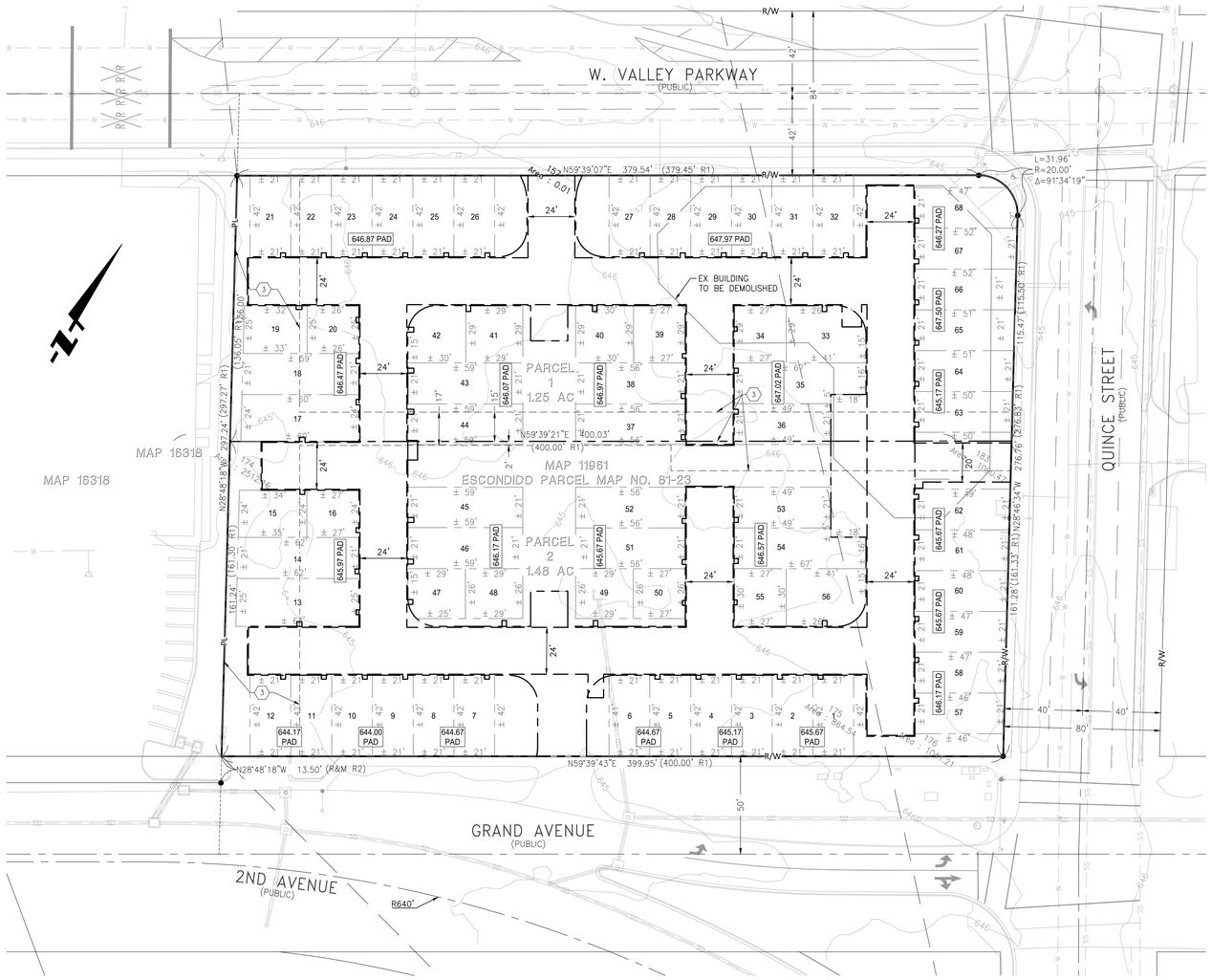
ESCONDIDO TENTATIVE PARCEL MAP _____

IN THE CITY OF ESCONDIDO, STATE OF CALIFORNIA

BEING A DIVISION OF PARCELS 1 & 2, ACCORDING TO THE MAP THEREOF NO. 11961
FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, 02/19/1982 (date).

"FOR COMPLETE LEGAL DESCRIPTION, REFER TO MAP GUARANTEE NOTED HEREON."
A MAP GUARANTEE IS ON FILE IN THE CITY ENGINEER'S OFFICE.
FURNISHED BY: _____
ORDER NO. _____

THIS IS A MAP OF A CONDOMINIUM PROJECT AS DEFINED IN SECTION 4100-4125 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, CONTAINING 70 CONDOMINIUM AIR SPACE UNITS AND IS FILED PURSUANT TO THE SUBDIVISION MAP ACT.



EASEMENT NOTES

PROPOSED PUBLIC UTILITY EASEMENT FOR WATER, SEWER, AND FIRE ACCESS

PER PARCEL MAP NO. 11961

(3) AN EASEMENT SHOWN OR DEDICATED ON THE MAP AS REFERRED TO IN THE LEGAL DESCRIPTION FOR: PRIVATE ACCESS AND INCIDENTAL PURPOSES. TO BE VACATED

PER RECORD NUMBER NHSC-7114680

1 EASEMENT GRANTED TO SDG&E FOR PUBLIC UTILITIES, RECORDED JANUARY 11, 1984 AS DOC# 84-011305, O.R. NOT LOCATABLE OR SHOWN HEREON.

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND INCLUDED WITHIN ESCONDIDO TENTATIVE PARCEL MAP NO. _____ AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP CONSISTING OF SHEET C1.0 AND DESCRIBED IN THE CAPTION THEREOF.

WE HEREBY DEDICATE TO THE PUBLIC _____ AS SHOWN ON THIS MAP.

BY: _____
(Print signature here, as required)

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

ON _____

BEFORE ME, _____

A NOTARY PUBLIC, PERSONALLY APPEARED

_____

_____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS / ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON (S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

_____

NAME (TYPED OR PRINTED), NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION EXPIRES: _____

COMMISSION # OF NOTARY: _____

COUNTY TREASURER/TAX COLLECTOR STATEMENT

I, COUNTY TREASURER-TAX COLLECTOR OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, HEREBY STATE THAT THERE ARE NO UNPAID SPECIAL ASSESSMENTS OR BONDS WHICH MAY BE PAID IN FULL, SHOWN BY THE BOOKS OF OUR OFFICES, AGAINST THE PARCEL MAP OR ANY PART THEREOF SHOWN ON THE MAP OF ESCONDIDO TENTATIVE PARCEL MAP NO. ____-___.

DAN McALLISTER
COUNTY TREASURER - TAX COLLECTOR

BY: _____
DEPUTY

_____
DATE

CITY TREASURER'S STATEMENT

I, DOUGLAS W. SHULTZ, CITY TREASURER OF THE CITY OF ESCONDIDO, HEREBY STATE THAT THERE ARE NO LIENS OR UNPAID BONDS ISSUED UNDER ANY IMPROVEMENT BOND ACT OF THE STATE OF CALIFORNIA SHOWN BY THE BOOKS OF THIS OFFICE AGAINST THE SUBDIVISION OR ANY PART THEREOF SHOWN ON THE PARCEL MAP OF ESCONDIDO TENTATIVE PARCEL MAP NO. _____ .

_____ _____
DOUGLAS W. SHULTZ DATE
CITY TREASURER

CITY SURVEYOR'S STATEMENT

I, OWEN M. TUNNELL, CITY SURVEYOR OF THE CITY OF ESCONDIDO, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP, AND AM SATISFIED THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.

_____
OWEN M. TUNNELL, L.S. 7134

_____
DATE

LICENSED LAND SURVEYOR
OWEN M. TUNNELL
6289
STATE OF CALIFORNIA

COUNTY RECORDER'S CERTIFICATE

FILE NO. _____

I, ERNEST J. DRONENBERG JR., RECORDER OF THE COUNTY OF SAN DIEGO, HEREBY CERTIFY THAT I HAVE ACCEPTED FOR RECORDATION THIS PARCEL MAP FILED AT THE REQUEST OF _____ THIS ___ DAY OF _____, 20__, AT _____ O'CLOCK, __.M.

ERNEST J. DRONENBERG JR.
COUNTY RECORDER

BY: _____
DEPUTY COUNTY RECORDER

FEE: $_____

ESCONDIDO, CA

KB HOME
9915 MIRA MESA BLVD., STE 100
SAN DIEGO, CA 92131
858.877.4256

FUSCOE ENGINEERING
6390 Greenwich Dr, Suite 170
San Diego, Ca 92122
858.554.1500 fuscoe.com

20' 0' 10' 20' 40'
SCALE: 1" = 20'

TENTATIVE MAP

ESCONDIDO GATEWAY

C1.0

CLTA Preliminary Report Form
(Rev. 11/06)

Order Number: OSA-7114680 (tc)
Page Number: 1

First American Title™

First American Title Company
18500 Von Karman Avenue, Suite 600
Irvine, CA 92612

File No.: OSA-7114680 (tc)

This report has been amended/updated to reflect the following matters:

[X] No changes made to the report other than the Effective Date

[ ] Property address has been revised

[ ] Vesting has been revised

[ ] Legal Description has been revised

[ ] Taxes have been updated

[ ] Original item number(s) have been removed

[ ] New item number(s) have been added

[ ] Original item number(s) have been revised

[ ] Other:

Update #6

First American Title™

First American Title Company

4140 Temescal Canyon Rd, Ste 301
Corona, CA 92883

Deb Harris
KB Home
10990 Wilshire Boulevard, 6th Floor
Los Angeles, CA 90024

Customer Reference:	Downtown Gateway, Escondido, CA
Order Number:	OSA-7114680 (tc)
Title Officer:	Terrell Crutchfield
Phone:	(951)256-5879
Fax No.:	(866)558-2872
E-Mail:	tcrutchfield@firstam.com
Buyer:	
Property:	613 W. Valley Parkway, APN 232-100-20-00, 232-100-21-00 Escondido, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of March 30, 2026 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

GRAND AVENUE FINANCIAL CENTER PARTNERSHIP, A GENERAL PARTNERSHIP

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

A. General and special taxes and assessments for the fiscal year 2026-2027, a lien not yet due or payable.

1. Intentionally Deleted

1A. Intentionally Deleted

2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

3. An easement shown or dedicated on the Map as referred to in the legal description
For: PRIVATE ACCESS and incidental purposes.

NOTE: This item will be deleted upon the close of escrow.

4. An easement for PUBLIC UTILITIES and incidental purposes, recorded JANUARY 11, 1984 as INSTRUMENT NO. 84-011305 of Official Records.
In Favor of: SAN DIEGO GAS AND ELECTRIC COMPANY, A CORPORATION
Affects: AS DESCRIBED THEREIN

The location of the easement cannot be determined from record information.

5. Rights of parties in possession.

6. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.

7. The terms and provisions contained in the document entitled Memorandum of Agreement recorded November 25, 2024 as Instrument No. 2024-0327196 of Official Records.

8. A deed of trust to secure an original indebtedness of $700,000.00 recorded November 25, 2024 as Instrument No. 2024-0327197 of Official Records.

Dated:	November 25, 2024
Trustor:	GRAND AVENUE FINANCIAL CENTER PARTNERSHIP, A GENERAL PARTNERSHIP
Trustee:	First American Title Company, a California corporation
Beneficiary:	KB HOME Cal Management Services LLC, a Delaware limited liability company

9. Intentionally Deleted

10. Intentionally Deleted

11. Water rights, claims or title to water, whether or not shown by the Public Records.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. General and special taxes and assessments for the fiscal year 2025-2026.

First Installment:	$50,921.45, PAID
Penalty:	$0.00
Second Installment:	$50,921.45, PAID
Penalty:	$0.00
Tax Rate Area:	04234
A. P. No.:	232-100-20-00

Affects: Parcel 1

1A. General and special taxes and assessments for the fiscal year 2025-2026.

First Installment:	$8,672.16, PAID
Penalty:	$0.00
Second Installment:	$8,672.16, PAID
Penalty:	$0.00
Tax Rate Area:	04234
A. P. No.:	232-100-21-00

Affects: Parcel 2

2. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Commercial Structure known as 613 West Valley Parkway #315, Escondido, California.

(Affects Parcel 1)

3. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Commercial Structure known as 638 West Grand Avenue, Escondido, California.

(Affects Parcel 2)

4. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

5. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

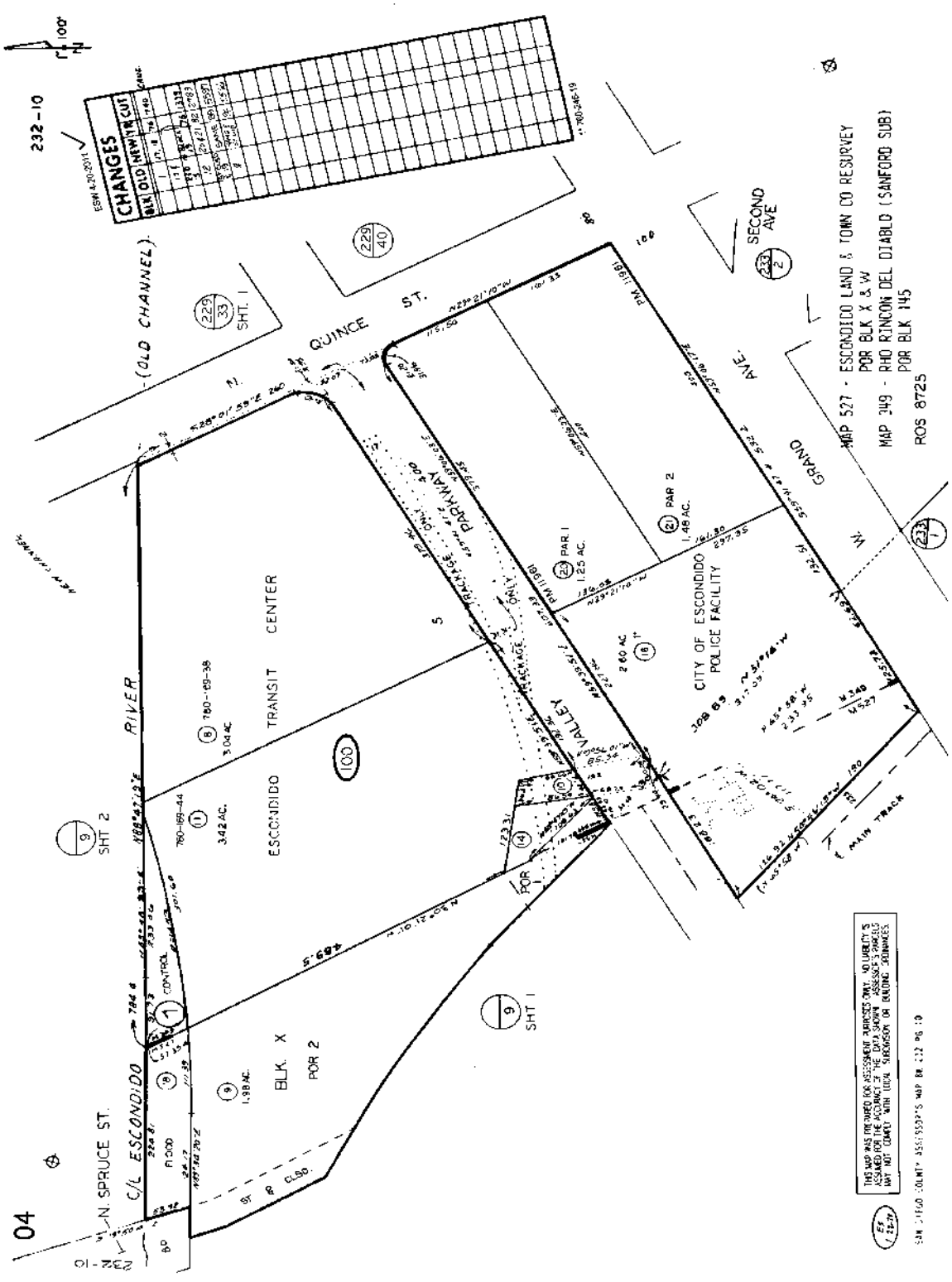
The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

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

PARCELS 1 AND 2 OF PARCEL MAP NO. 11961, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 19, 1982.

APN: 232-100-20-00 (Affects Parcel 1) and 232-100-21-00 (Affects Parcel 2)


232-10
CHANGES
OLD NEW
(OLD CHANNEL)
QUINCE ST.
SECOND AVE
GRAND AVE.
MAP 527 - ESCONDIDO LAND & TOWN CO RESURVEY
POR BLK X & W
MAP 349 - RHO RINCON DEL DIABLO (SANFORD SUB)
POR BLK 145
ROS 8725
PARKWAY
VALLEY
RIVER
ESCONDIDO TRANSIT CENTER
CITY OF ESCONDIDO POLICE FACILITY
BLK. X
POR 2
C/L ESCONDIDO
N. SPRUCE ST.
SHT 1
SHT 2
MAIN TRACK
04

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE [(07-01-2021) v. 01.00]

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, or regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by You;
   b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
   c. resulting in no loss or damage to You;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
   e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
   a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
   b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.
   Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:
For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or $2,500 (whichever is less)	$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or $5,000 (whichever is less)	$25,000
Covered Risk 19:	1% of Policy Amount Shown on Schedule A or $5,000 (whichever is less)	$25,000
Covered Risk 21:	1% of Policy Amount Shown on Schedule A or $2,500 (whichever is less)	$5,000

ALTA OWNER'S POLICY [(07-01-2021) V. 01.00]
CLTA STANDARD COVERAGE OWNER'S POLICY [(02-04-22) V. 01.00]
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7. The 2021 CLTA Standard Coverage Owner's Policy will include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas,

uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

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RESOLUTION NO. 2023-155

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING USE OF THE BOND OPPORTUNITIES FOR LAND DEVELOPMENT ("BOLD") PROGRAM AND AUTHORIZING THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT PROCEEDINGS AND LEVY SPECIAL TAXES WITHIN THE TERRITORY OF CITY OF ESCONDIDO PURSUANT TO THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982, AS AMENDED; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Municipal Finance Authority (the "CMFA") is a joint exercise of powers authority, the members of which include numerous cities, counties and other local agencies in the State of California (the "State"); and

WHEREAS, the City of Escondido (the "City") is currently a member of CMFA in good standing; and

WHEREAS, the CMFA has established the Bond Opportunities for Land Development Program (the "BOLD Program") to allow the financing of certain public facilities and/or certain development impact fees that finance public facilities (together, the "Improvements") levied by local agencies in the State through the levy of special taxes under the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"); and

WHEREAS, the CMFA from time to time may be requested by owners of land within the City to utilize the BOLD Program for the financing of Improvements related to new development within the City, which Improvements will be financed for acquisition by the City or to finance impact fees payable to the City in connection with new development; and

WHEREAS, the City desires to allow the owners of property to be developed within the non-incorporated portions of the City to participate in the BOLD Program ("Participating Developers") and to allow the CFMA to conduct proceedings under the Act to form community facilities districts ("CFDs") from time to time under the Act, to levy special taxes within such CFDs, and to issue bonds secured by such

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special taxes under the Act to finance the Improvements, provided that such Participating Developers voluntarily agree to participate and consent to the levy of such special taxes and the issuance of such bonds; and

WHEREAS, property owners within the jurisdiction of the City may in the future elect to be Participating Developers upon obtaining approval of the City Council and of the CMFA, and the CMFA may conduct proceedings under the Act to form a CFD, levy special taxes within such CFD, and issue bonds secured by such special taxes to finance Improvements; and

WHEREAS, the City will not be responsible for the conduct of any proceedings under the Act for the formation of any CFD; the levy or collection of special taxes for any CFD or any required remedial action in the case of delinquencies in any special tax payments; or the issuance, sale or administration of any bonds issued in connection with the BOLD Program; and

WHEREAS, the City finds that the BOLD program offered by the CMFA can provide significant public benefits, and in conformance with Government Code Section 6586.5 relating to the issuance of bonds by a joint powers authority of which the City is a member, notice was published at least five days prior to the adoption of this resolution at a public hearing, which was duly conducted by this City Council concerning the significant public benefits of the BOLD Program and the bond financing of the Improvements from time to time.

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

1. The use of the BOLD Program in connection with the financing of Improvements is hereby authorized and approved. The appropriate officials and staff are hereby authorized and directed to allow BOLD Program participation to be available to property owners who are subject to the payment of fees for new development and/or who are conditioned to install public improvements in connection with new development.

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2. The City hereby finds and declares that the issuance of bonds by the CMFA in connection with the BOLD Program will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs and the more efficient delivery of local agency services to residential and commercial development within the City.

3. In connection with the issuance of bonds from time to time by the CFMA for the BOLD Program, a form of acquisition agreement, joint community facilities agreement or similar agreement will be required to be entered into, and the form of such agreement will be subject to approval by the City Council, or City Manager or Development Services Director if so designated. The City Council finds and declares that entrance into each such agreement will constitute a "joint community facilities agreement" for purposes of the Act and shall be beneficial to residents of the City. Any such agreement may include, directly or by reference, City standards, policies and procedures applicable to the financing of public facilities constructed by developers for acquisition by the City.

4. The appropriate officials and staff of the City are hereby authorized and directed to allow and approve BOLD Program participation by requesting property owners that are required to install public improvements and/or the payment of fees in connection with new development in the City, including signing developer applications or other documents evidencing the official intent of the City to reimburse itself in connection with each project from the proceeds of tax-exempt obligations issued by CMFA as part of the BOLD Program, and to advise such owners requesting participation in BOLD that the City has approved the BOLD Program; provided, that the CMFA shall be responsible for providing applications and processing of documentation and related materials at its own expense.

5. This Resolution shall take effect immediately upon its adoption. The Clerk of the City Council is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of CMFA.

DocuSign Envelope ID: E9C36D98-AE80-4636-BA02-AEC3396C0D9F

PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof the 15th day of NOVEMBER, 2023 by the following vote to wit:

AYE : Councilmembers: GARCIA, GARCIA, MARTINEZ, MORASCO, WHITE

NOES : Councilmembers: NONE

ABSENT : Councilmembers: NONE

APPROVED:

DocuSigned by:
Dane White
19FFE5DB8C3B409...

DANE WHITE, Mayor of the
City of Escondido, California

ATTEST:

DocuSigned by:
Zack Beck
A58535D0BDC1430...

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

RESOLUTION NO. 2023-155

STAFF REPORT

December 2, 2026
File Number 0440-15

SUBJECT

APPLICATION TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY (CMFA) BOND OPPORTUNITIES FOR LAND DEVELOPMENT (BOLD) PROGRAM BY HBS I IRIS, LLC, THE DEVELOPER OF TRAILSTONE

DEPARTMENT

Development Services

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-191, an expression of City Council support for an application to the California Municipal Finance Authority ("CMFA") Bond Opportunities for Land Development ("BOLD") Program by HB I Iris, LLC, the developer of Trailstone, a 102-unit residential townhomes project on 7.89 acres, further identified as Assessor's Parcel Numbers 224-310-05-00, 224-310-06-00, 224-310-07-00, 224-310-08-00 AND 224-310-20-00 , located south of Robin Hill Lane , west of North Iris Lane, and north of Cheyenne Lane for tax-exempt bond funding of public facilities acquisition improvements of $1,584,420 and $2,497,810 of financed development fees.

Staff Recommendation: Approval (Development Services; Kevin Snyder, AICP, Development Services Director)

Presenter: Kevin Snyder, AICP, Development Services Director

ESSENTIAL SERVICE – Yes, Land Use/Development; Clean Water; Sewer; Public Works/Infrastructure

COUNCIL PRIORITY – Be Business Friendly; Drive Community and Land Development

FISCAL ANALYSIS

There is no direct expenditure of funds by the City. All costs related to the formation, issue of bonds, and ongoing administration for any Community Facilities District ("CFD") formed by the BOLD program as a result of the application is the responsibility of CMFA. If bond funds are issued to fund facilities projects in the City, Finance Department staff will be responsible for monitoring the timely and appropriate expenditure of the project funds. Staff and processes are already in place to monitor other sources of bond financing (e.g., Water and Wastewater bond funding), so the additional monitoring is not anticipated to additionally burden staff. All future City project costs, including project management cost, would be funded through the bond proceeds. The bonds themselves would be repaid through property assessments on future homeowners.

CITY of ESCONDIDO

STAFF REPORT

PREVIOUS ACTION

On November 15, 2023, the City Council held a public hearing and adopted Resolution No. 2023-155 authorizing City participation in the California Municipal Finance Authority's ("CMFA") Bond Opportunities for Land Development ("BOLD") Program.

BACKGROUND

CMFA BOLD Program

The CMFA instituted the BOLD program to aid municipalities in their mission to provide infrastructure and other public facilities, such as schools. The BOLD Program offers a means to finance new or continuing construction of infrastructure and public facilities through bonds. These bonds are issued by CMFA as an alternative to issuance of land-secured bonds directly by the City. The BOLD Program is designed to help local governments, including cities and schools, and land developers throughout the State to work together to cost effectively finance public infrastructure projects and development fees. Under the BOLD Program, bonds are issued by a community facilities district ("CFD") formed by CMFA under the Mello-Roos Community Facilities Act of 1982 (California Government Code Section 53311 et seq.) ("Act"). The Act offers great financing flexibility and is commonly used by cities, schools and other local agencies throughout the State to generate funds for the payment of public facilities, including development fees for facilities. The BOLD Program is managed by CMFA through a team of bond industry professionals with experience in CFDs in the State. According to CMFA, all bond industry professionals engaged by CMFA have expertise in CFD bond issues. Presently, the BOLD Program uses Jones Hall for bond counsel, Koppel & Gruber for special tax consulting services, and Piper Sandler & Co. for underwriting services. The city, at its option, may use a municipal advisor of its choosing to review future BOLD Program applications and/or other program documents, with all related costs payable from bond proceeds.

Trailstone Development Project

On January 11, 2023, the City Council adopted Resolutions Nos. 2023-03 and 2023-04, and adopted Ordinance No. 2023-03 certifying a Final Environmental Impact Report ("FEIR") and associated Mitigation Monitoring and Reporting Program, and California Environmental Quality Act Findings; and approving an Annexation Request, General Plan Amendment, Zone Map Amendment, and Planned Development Permit to facilitate development of 102 condominium units: North Iris Lane 102 condominium units.

HBS I Iris, LLC is seeking to finance $1,584,420 of public facilities acquisition improvements and $2,497,810 of financed development impact fees for a total of $4,082,230 through the CMFA BOLD Program. Prior to its formal application to CMFA, it has requested City Council's expression of support for its application consistent with Resolution No. 2023-155.

CITY of ESCONDIDO

STAFF REPORT

RESOLUTIONS

a. Resolution No. 2026-191

ATTACHMENTS

a. Attachment “1”—Location Map
b. Attachment “2”—Project CMFA BOLD Application Materials
c. Attachment “3”—Resolution No. 2023-155

RESOLUTION NO. 2026-191

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, EXPRESSING SUPPORT OF AN APPLICATION TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY (CMFA) BOND OPPORTUNITIES FOR LAND DEVELOPMENT (BOLD) PROGRAM BY HBS I IRIS, LLC, THE DEVELOPER OF TRAILSTONE, A 102-UNIT RESIDENTIAL TOWNHOMES PROJECT LOCATED ON 7.89 ACRES FURTHER IDENTIFIED AS ASSESSOR'S PARCEL NUMBERS 224-310-05-00, 224-310-06-00, 224-310-07-00, 224-310-08-00 AND 224-310-20-00 LOCATED SOUTH OF ROBIN HILL LANE, WEST OF NORTH IRIS LANE AND NORTH OF CHEYENNE LANE FOR TAX-EXEMPT BOND FUNDING OF PUBLIC FACILITIES ACQUISITION IMPROVEMENTS OF $1,584,420 AND FINANCED DEVELOPMENT IMPACT FEES OF $2,497,810

WHEREAS, the California Municipal Finance Authority (the "CMFA") is a joint exercise of powers authority, the members of which include numerous cities, counties and other local agencies in the State of California (the "State"); and

WHEREAS, the City of Escondido (the "City"} is currently a member of CMFA in good standing; and

WHEREAS, the City Council authorized, via adoption of Resolution No. 2023-155, the City's participation in the CMFA's Bond Opportunities for Land Development Program (the "BOLD Program"), which allows the financing of certain public facilities and/or certain development impact fees through the levy of special taxes under the Mello-Roos Community Facilities Act of 1982, as amended (the "Act); and

WHEREAS, HBS I Iris, LLC, the developer of Trailstone, a 102-unit residential townhomes project on 7.89 acres located south of Robin Hill Lane, west of North Iris Lane and north of Cheyenne Lane, further identified as Assessor's Parcel Numbers 224-310-05-00, 224-310-06-00, 224-310-07-00, 224-310—08-00 and 224-310-20-00 has requested an expression of city support for application to the CMFA BOLD Program for tax-exempt bond financing of City of Escondido development impact fees; and

WHEREAS, on January 11, 2023, the City Council adopted Resolutions Nos. 2023-03 and Number 2023-04, and adopted Ordinance No. 2023-03 certifying a Final Environmental Impact Report ("FEIR") and associated Mitigation Monitoring and Reporting Program, and California Environmental Quality Act Findings; and approving an Annexation Request, General Plan Amendment, Zone Map Amendment, and Planned Development Permit to facilitate development of 102 condominium units: North Iris Lane 102 condominium units; and

WHEREAS, HBS I Iris, LLC is seeking to finance $1,584,420 of public facilities acquisition improvements and $2,497,810 of financed development impact fees for a total of $4,082,230 through the CMFA BOLD Program; and

WHEREAS, there is no direct expenditure of funds by the City through the expression of support action and all costs related to the formation, issue of bonds, and ongoing administration for any Community Facilities District ("CFD") formed by the BOLD program as a result of the application are the responsibility of CMFA; and

WHEREAS, if bond funds are issued to fund facilities projects in the City, the Finance Department will be responsible for monitoring the timely and appropriate expenditure of the project funds and processes are already in place to monitor other sources of bond financing so the additional monitoring is not anticipated to additionally burden staff resources; and

WHEREAS, all future City project costs, including project management cost, would be funded through the bond proceeds and the bonds themselves would be repaid through property assessments on future homeowners; and

WHEREAS, in consultation with the City Attorney's Office, the City Council's consideration and action on this matter is exempt from the public notice requirements of California Government

Code Subsection 6586.5 pursuant to the provisions of Subsection 6586.5. (c); and

WHEREAS, the City finds that the BOLD program offered by the CMFA can provide significant public benefits, and in conformance with Government Code Section 6586.5 relating to the issuance of bonds by a joint powers authority of which the City is a member.

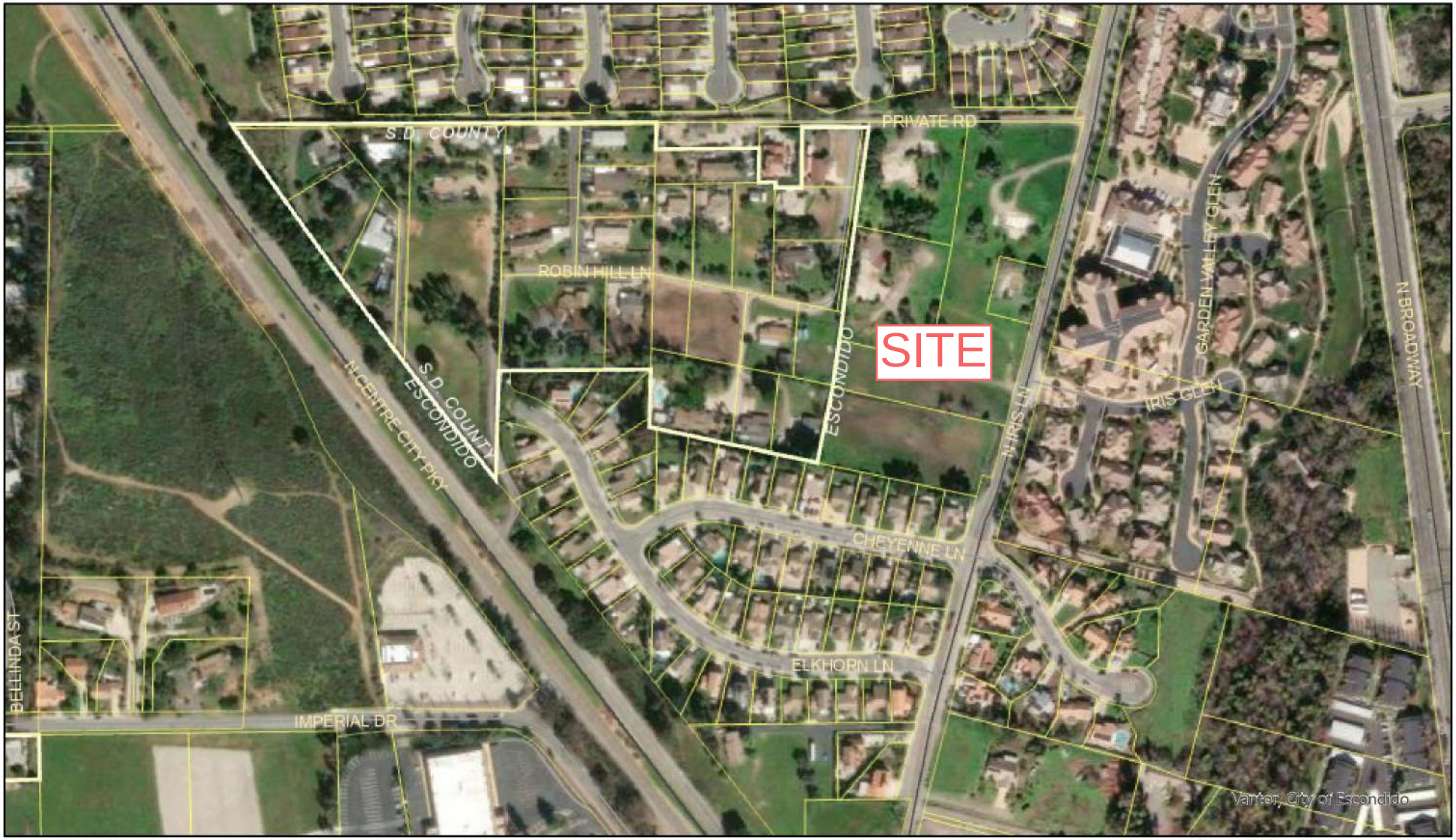
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.

2. The City of Escondido supports an application by HBS I Iris LLC, for tax-exempt bond funding of public facilities acquisition improvements and development impact fees for Trailstone via the CMFA's BOLD Program.

3. The City's responsibilities during the application submission, application review, potential issue of bonds, and future expenditure of bond funds are those described in Resolution No. 2023-155, which approved the City's participation in the BOLD Program.

Location Map for Resolution No. 2026-191



Printed Date: 11/18/2026

Parcels

Municipal Boundaries 2024

Road Labels

Roads All

Freeway	Freeway	State Highway	State Highway	Residential	Residential		
Freeway Ramps	Freeway Ramps	Arterial/Collector	Arterial/Collector	Alley	Alley		
Freeway Ramps	Freeway Ramps	Arterial/Collector	Arterial/Collector	Trail	Trail		
		Residential	Residential	Trail	Trail		
		Residential	Residential	Parks			

N

0 0.02 0.04 0.09 mi

0 0.03 0.05 0.1 mi

1:4,514

DISCLAIMER: Every reasonable effort has been made to ensure the accuracy of these data. However, by accepting this material, you agree that the City of Escondido assumes no liability of any kind arising from the use of this data. THE DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, either expressed or implied, including but not limited to time, money or goodwill arising from the use, operation or modification of the data. In using these data, you further agree to indemnify, defend, and hold harmless City of Escondido for any and all liability of any nature arising from the lack of accuracy or correctness of the data, or use of the data. Portions of any derived product may contain geographic information copyrighted by SanGIS. All rights reserved. You further agree to include in reports, papers, publications, maps, and other products a clearly legible ownership notice in either the lower right-hand corner of maps and images produced or in the figure title, copied, or exported as follows: City of Escondido, All Rights Reserved.

ESCONDIDO
City of Choice

Bond Opportunities for Land Development (BOLD)
Community Facilities District (CFD) Financing Program

Developer Application

Thank you for your interest in the BOLD Program; the BOLD team looks forward to working with you. The items requested in this application will provide the team with background information about your project, your proposed CFD structure, and the facilities and/or impact fees that you would like to finance through the BOLD Program. More detailed information will be collected in the kickoff meeting after your application has been approved. If you have any questions as you complete the application, please contact Ralph Holmes at Piper Sandler at (925) 472-8750 or RalphHolmes@pjc.com.

SECTION 1. PROJECT INFORMATION
(Complete section or attach plans, exhibits, maps, etc. that provide the requested information)

Name of Project: **Trailstone**

Project Location: **South of Robin Hill Ln., West of North Iris Lane., and North of Cheyenne Ln.**

Landowner(s) (if different than developer listed in Section 2): **HBS I Iris, LLC**

Ownership structure (i.e., individuals, family trust, partnership, corporation): **Delaware limited liability company**

Gross Acres of Project: **7.89**

Net Developable Acres: **7.70**

Assessor's Parcel Numbers: **224-310-05-00, 224-310-06-00, 224-310-07-00, 224-310-08-00, and 224-310-20-00**

Proposed Land Uses (If residential uses are proposed, include number of units and, if applicable, projected phasing): **Residential Townhomes, 102 units total. See CFD Analysis for additional information**

Are there any special taxes or assessments that are currently a lien on the property?

[ ] Yes (provide list of agencies, district name and amounts) [X] No

Are there any loans that are currently secured by a lien on the property?

☐ Yes ☒ No

If the property is subject to a current lien, provide lender name and outstanding amount. Do the loan documents restrict or place conditions on placing another lien on the property?

☐ Yes (provide description) ☒ No

Project Status (please check all that apply):

X	Tentative map approved		Building permits issued
	Final map(s) recorded		Models built or under construction
	All necessary discretionary permits secured		Lots sold/offered for sale to merchant builders
X	Initial grading underway or completed		Production homes under construction

Describe the expected timing for initial grading, completion of significant backbone infrastructure, opening of models – by phases if applicable. If available, please list projected first home sale date or leasing information. Please also include first projected sales.
Grading start 7/13/26, Final Map Recordation 4/23/27, Model Permits 5/10/27, Production Permits 5/24/27, Sales Opening 9/25/27, 1st Closing 8/29/27

Are there any foreseeable circumstances not described above that could prevent or significantly delay the proposed development of the Property? If yes, please explain. Are there any extraordinary conditions to development (for example, specific infrastructure that would need to be completed before development can proceed. Examples include construction of a bridge, construction of affordable housing, etc).

No.

SECTION 2. PARTICIPANTS

Developer Information

Name: **Dave Mello** Title: **Vice President of Forward Planning**

Company Name: **Beazer Homes**

Address: **310 Commerce, Suite 150** City: **Irvine**

Zip Code: **92602** Phone: **949.230.7076**

Email: **david.mello@beazer.com**

Independent Consultants Assisting with CFD Formation (if applicable)

Name: **John Zimmerman** Title: **Principal**

Company Name: **Zimmerman Group**

Address: **28202 Cabot Road, Suite 620** City: **Laguna Niguel**

Zip Code: **92677** Phone: **(949) 542-7072**

Email: **john@zimmermangroup.com**

Will the applicant be:

☐ Selling lots to merchant builders ☒ Building residential units and/or non-res. buildings

Local Agency Information

List all local agencies corresponding to the impact fees and/or public improvements proposed to be financed by the CFD, as well as a contact at each agency, if available.

Agency	Contact Information
City of Escondido	Christina Holmes, 760-839-4676
Rincon Del Diablo Water District	Shawnele Morelos, Gio Goggia 760-745-4235

SECTION 3. PROPOSED CFD AND SPECIAL TAX STRUCTURE
(Complete section or attach proposed finance plan)

CFD Structure (Check all that apply. If unsure, insert question mark.)

☐ Improvement areas
☒ Special tax zones
☐ Future annexation area

Special Tax Structure

Target total effective tax rate **1.70%**

Criteria for residential special tax categories:

☐ Lot square footage
☒ Residential unit square footage
☐ Villages/Neighborhoods

☐ Other

Proposed special tax categories based on criteria indicated above. If undecided, leave blank. If covered in a financing plan, please attach and reference below.

See attached CFD Analysis

CFD and Bond Timing

When would you like the CFD to be formed? **Q4 2026**

When would you like bond proceeds to be available? **TBD**

Date of (or projected date for) initial building permit issuance **5/10/2027**

Items to be Financed

Please identify the public improvements and/or impact fees that you would like to finance from bond proceeds and indicate if you expect an associated fee credit or reimbursement from the public agency. If you would like to prioritize funding of particular facilities or fees, please also indicate the priority of each item. (attach sheet if more room is needed)

Facility or Impact Fee – note Local Agency	Estimated Cost	Requesting fee credit or reimbursement for this item?	Priority (if applicable)
City of Escondido Public Facility Fee	$506,917	Reimb. / Credit	
City of Escondido Drainage Facility Fee	$47,860	Reimb. / Credit	
City of Escondido Wastewater Connection Fee <3 BR	$78,750	Reimb. / Credit	
City of Escondido Wastewater Connection Fee 3+ BR	$660,000	Reimb. / Credit	
City of Escondido Park Fee	$679,704	Reimb. / Credit	
City of Escondido Local Traffic Fee	$213,728	Reimb. / Credit	
City of Escondido Regional Traffic Fee	$310,852	Reimb. / Credit	
Rincon Del Diablo WD 3/4" Meter Drop-In Fee	$32,640	Reimb. / Credit	
Rincon Del Diablo WD ¾" Capital Facilities Fee	$512,448	Reimb. / Credit	
Rincon Del Diablo WD 1.5" Meter Drop-In Fee (Qty. 2)	$1,360	Reimb. / Credit	
Rincon Del Diablo WD 1.5" Capital Facilities Fee	$10,608	Reimb. / Credit	
Robin Hill Water Line	$364,585	Reimbursement	
Utility Undergrounding (Including Rule 20 Fee)	$479,132	Reimbursement	
Iris Lane Street Widening	$431,250	Reimbursement	
Storm Drain Box	$530,000	Reimbursement	
Design, Planning, and Engineering	$144,038	Reimbursement	

SECTION 4. SIGNATURE

The Landowner/Developer below wishes to participate in the BOLD Program. Upon submission of this Application, the BOLD team will review the information and contact the Landowner/Developer if additional information is needed for a preliminary approval to participate in the Program. Upon preliminary approval, a deposit will be due and the process of working with the local agency and forming the CFD will begin.

Developer:

Beazer Homes Holdings, LLC
a Delaware limited liability company

Signed: David J. Mello, Jr.
David J. Mello, Jr. (Sep 21, 2026 09:50:09 PDT)
Name: David Mello
Title : Vice President of Forward Planning
Date: Sep 21, 2026

Land Bank :

HBS I Iris, LLC,
a Delaware limited liability company

By: Rusty Weathersby
Name: Rusty Weathersby
Title: Authorized Signatory
Date: Sep 21, 2026

Beazer - Escondido BOLD Application (9.15.26)

Final Audit Report 2026-09-21

Created:	2026-09-21
By:	John Zimmerman (john@zimmermangroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAICb2bR8NuxzkmqlEjCUqoPfpy8qk2MX7

"Beazer - Escondido BOLD Application (9.15.26)" History

Document created by John Zimmerman (john@zimmermangroup.com)
2026-09-21 - 9:40:12 AM GMT

Document emailed to Rusty Weathersby (rusty.weathersby@brookfieldrp.com) for signature
2026-09-21 - 9:41:45 AM GMT

Email viewed by Rusty Weathersby (rusty.weathersby@brookfieldrp.com)
2026-09-21 - 9:41:50 AM GMT

Document e-signed by Rusty Weathersby (rusty.weathersby@brookfieldrp.com)
Signature Date: 2026-09-21 - 12:45:17 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

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2026-09-21 - 12:45:18 PM GMT

Email viewed by David Mello (david.mello@beazer.com)
2026-09-21 - 12:47:17 PM GMT

Signer David Mello (david.mello@beazer.com) entered name at signing as David J. Mello, Jr.
2026-09-21 - 4:50:07 PM GMT

Document e-signed by David J. Mello, Jr. (david.mello@beazer.com)
Signature Date: 2026-09-21 - 4:50:09 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-09-21 - 4:50:09 PM GMT

EXHIBIT A
Beazer Homes - Trailstone (Tract PHG20-0032)
Proposed CMFA BOLD CFD No. 2026-XX
CFD Effective Tax Rate & Bond Sizing Analysis
September 21, 2026

DRAFT

Bond Issuance Assumptions	
Total Units	102
Wtd Average Effective Tax Rate	1.70%
Average Bond Interest Rate	5.50%
Special Tax/Debt Service Escalation	2.00%
Administrative Expense	$ 30,000
Capitalized Interest (Months)	6
Debt Service Coverage	110%
Total Special Tax Revenues (FY 26-27)	$ 372,265

Estimated Sources & Uses of Funds	
Sources	
Par Bond Amount	$ 5,865,000
Uses	
Reserve Fund	$ 541,546
Capitalized Interest	158,840
Underwriter Discount	117,300
Cost of Issuance	250,000
Improvement Fund	**4,797,314**
Total Uses	$ 5,865,000

Allocation of Improvement Fund		
Agency (See Ex. B)	**Per Unit**	**Total**
City of Escondido DIF	$ 24,488	$ 2,497,810
Rincon Del Diable WD Fees	9,036	921,641
BOLD CFD Deposit	539	55,000
City Improvements	12,969	1,322,862
BOLD CFD Reimbursement	**$ 47,032**	**$ 4,797,314**

Land Use Information & Total Property Tax Rates

Product	Tax Zone	Plan	Home Size	Sq. Ft. Category	Base Price (b)	Ad Valorem Taxes (c)	Other Fixed Charges (d)	Proposed Annexation Escondido USD CFD No. 2019-1 (e)	Proposed CMFA BOLD CFD Special Tax (f)	Total Tax Per Unit	Total Tax Rate %	Special Tax Revenues: Annual CFD Tax	Developed Property Unit Mix	Annual CFD Tax Revenues
Alley	1	1	1,197	≤ 1,400	$ 675,990	$ 7,707	$ 104	$ 493	$ 3,187	$ 11,492	1.70%	$ 3,187	14	$ 44,624
Alley	1	2	1,408	1,401 - 1,500	740,990	8,448	104	580	3,464	12,597	1.70%	3,464	14	48,503
Alley	1	3	1,516	1,501 - 1,600	765,990	8,733	104	624	3,560	13,022	1.70%	3,560	8	28,480
Alley	1	4	1,710	≥ 1,701	790,990	9,018	104	704	3,620	13,447	1.70%	3,620	16	57,921
Trad. TH	2	1	1,674	≤ 1,700	$ 810,990	$ 9,246	$ 104	$ 689	$ 3,747	$ 13,787	1.70%	$ 3,747	16	$ 59,950
Trad. TH	2	2	1,712	1,701 - 1,800	835,990	9,531	104	705	3,871	14,212	1.70%	3,871	18	69,682
Trad. TH	2	3	1,807	≥ 1,801	855,990	9,759	104	744	3,944	14,552	1.70%	3,944	16	63,105
CFD Subtotal			1,593		$ 787,657	$ 8,980	$ 104	$ 656	$ 3,650	$ 13,390	1.70%	$ 3,650	102	$ 372,265

Footnotes:

(a) Total Annual CFD Tax Collections less $30,000 priority administration and 110% debt service coverage.

(b) Represents estimated product and pricing per Developer 5/20/26.

(c) Ad Valorem taxes total 1.14011% of the assessed value for FY 2025-26.

(d) Other fixed charges and assessments included are the following for 2025-26:

Mosquito Surveillanc	$ 2.28
Vector Disease CTRL	8.64
CWA WTR Availability	10.00
Fire Dist E Spec Tax	72.00
MWD WTR Standby Chrg	11.50
Total Fixed Charges	**$ 104.42**

(e) Represents the Maximum Special Tax for Escondido Union School District CFD No. 2019-1 for FY 2026-27 of $0.4118 multiplied by the home SF, which escalates by 2.00% each fiscal year.

(f) Proposed CMFA BOLD CFD No. 2026-XX annual special tax for FY 2026-27, escalates 2.00% annually.

ZIMMERMAN GROUP
PUBLIC FINANCE SOLUTIONS

Exhibit B
Beazer Homes - Trailstone (Tract PHG20-0032)
Proposed CMFA BOLD CFD No. 2026-XX
Preliminary List of CFD Eligible Facilities
September 21, 2026

DRAFT

Units			**102**	
City of Escondido DIF (a)				
Public Facility Fee	$	4,970	$	506,917
Drainage Facilities Fee		469		47,860
Wastewater Connection Fee <3 BR (Qty. 14)		5,625		78,750
Wastewater Connection Fee 3+ BR (Qty. 88)		7,500		660,000
Park Fee		6,664		679,704
Local Traffic Fee		2,095		213,728
Regional Traffic Fee		3,048		310,852
Total - City DIF Fees	**$**	**30,371**	**$**	**2,497,810**
Rincon Del Diablo Water District Fees (b)				
3/4" Meter Drop-In Fee	$	320	$	32,640
3/4" Capital Facilities Fee		5,024		512,448
1.5" Meter Drop-In Fee (Qty. 2)		13		1,360
1.5" Capital Facilities Fee (Qty. 2)		104		10,608
Robin Hill Water Line (d)		3,574		364,585
Total - City DIF Fees	**$**	**9,036**	**$**	**921,641**
City of Escondido Improvements (c)				
Utility Undergrounding (Including Rule 20 Fee) (d)	$	4,697	$	479,132
Iris Lane Street Widening (Plus 25% Prevailing Wage)		4,228		431,250
Storm Drain Box (Confirm City Owned) (d)		5,196		530,000
Design, Planning, and Engineering		1,412		144,038
Total - City DIF Fees	**$**	**15,534**	**$**	**1,584,420**
Total Fees	**$**	**54,940**	**$**	**5,003,872**

Footnotes:
(a) Represents City of Escondido fees effective September 16, 2025.
(b) Represents Rincon Del Diablo Water District Fees for 2026.
(c) Estimated costs provided by Developer 8/21/26.
(d) Improvements completed prior to CFD formation and not subject to public works requirements.

ZIMMERMAN GROUP
PUBLIC FINANCE SOLUTIONS

MAP NO._____

ESCONDIDO TRACT NO. PHG20-0032

IN THE CITY OF ESCONDIDO, CALIFORNIA

SHEET 1 OF 6 SHEETS

BEING A SUBDIVISION OF PORTIONS OF LOT 6 OF FRACTIONAL SECTION 4, TOWNSHIP 12 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PLAT THEREOF.

THIS IS A MAP OF A CONDOMINIUM PROJECT DEFINED IN SECTION 4105–4125 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, CONTAINING A MAXIMUM OF 102 RESIDENTIAL CONDOMINIUMS AND IS TO BE FILED PURSUANT TO THE SUBDIVISION MAP ACT.

FOR COMPLETE LEGAL DESCRIPTION, REFER TO MAP GUARANTEE NOTED HEREON.

SUBDIVISION MAP GUARANTEE PREPARED BY CHICAGO TITLE COMPANY, ORDER NO. _____ DATED _____, 20__

AREA: 7.704 ACRES TOTAL NO. OF LOTS: 1

OWNER'S CERTIFICATE

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND INCLUDED WITHIN THE SUBDIVISION TO BE KNOWN AS ESCONDIDO TRACT NO. PHG20–0032 AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP CONSISTING OF FIVE (5) SHEETS AND DESCRIBED IN THE CAPTION THEREOF.

WE HEREBY DEDICATE TO THE PUBLIC THE PORTION OF NORTH IRIS LANE AS SHOWN ON THIS MAP.

WE HEREBY DEDICATE TO THE RINCON DEL DIABLO MUNICIPAL WATER DISTRICT THE WATER EASEMENT AS SHOWN ON SAID MAP.

WE HEREBY GRANT TO THE CITY OF ESCONDIDO A PERMANENT AND PERPETUAL EMERGENCY ACCESS EASEMENT OVER LOT 1 AS SHOWN ON THIS MAP.

WE HEREBY GRANT TO THE CITY OF ESCONDIDO A PUBLIC SEWER EASEMENT OVER THOSE PORTIONS OF LOT 1 AS SHOWN ON THIS MAP, TOGETHER WITH THE RIGHT TO FOREVER MAINTAIN, OPERATE, CONSTRUCT, RECONSTRUCT, PARALLEL, RENEW AND ENLARGE ANY EXISTING OR FUTURE PUBLIC SEWER, AND PUBLIC UTILITIES AND APPURTENANCES WITHIN SAID EASEMENT, ALONG WITH THE RIGHT OF INGRESS AND EGRESS TO SAID EASEMENT AT ALL TIMES. THE GRANTORS, THEIR SUCCESSORS, HEIRS AND ASSIGNS AGREE NOT TO ERECT ANY BUILDINGS OR OTHER STRUCTURES, NOR TO PLANT TREES UPON ANY PORTION OF SAID EASEMENT, AND FURTHER AGREE THAT ANY SUCH OBSTRUCTIONS TO THE CITY'S USE OF SAID EASEMENT SHALL BE REMOVED AT THE PROPERTY OWNER'S EXPENSE.

WE HEREBY GRANT A PERPETUAL PRIVATE ACCESS EASEMENT TO ANY PARCEL WITH EXISTING ACCESS RIGHTS TO ROBIN HILL LANE AS SHOWN ON THIS MAP.

IRIS LANE 102 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS OWNER

_____

BY:
TITLE:

SIGNATURE OMISSION STATEMENT

THE SIGNATURE(S) OF THE FOLLOWING PARTIES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 SUBSECTION (a)(3)(A)(i) OF THE SUBDIVISION MAP ACT. THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

CHARLES AND LOUISE C. THOMPSON, HOLDER OF AN EASEMENT FOR PRIVATE ROAD PURPOSES PER DOCUMENT RECORDED SEPTEMBER 19, 1945 AS DOCUMENT NO. 77607 OF OFFICIAL RECORDS.

ADOLPHUS E. AND MYRTLE H. HOPKINS, HOLDER OF AN EASEMENT FOR PRIVATE ROAD PURPOSES PER DOCUMENT RECORDED SEPTEMBER 6, 1950 AS DOCUMENT NO. 101315 IN BOOK 3766, PAGE 97 OF OFFICIAL RECORDS.

L. W. ELIAS, HOLDER OF EASEMENTS FOR PRIVATE UTILITY PURPOSES PER DOCUMENTS RECORDED APRIL 1, 1985 AS DOCUMENT NO. 85–109395 AND 85–109397, BOTH OF OFFICIAL RECORDS.

SDG&E, HOLDER OF EASEMENTS FOR PUBLIC UTILITY PURPOSES PER DOCUMENTS RECORDED JULY 29, 1946 AS BOOK 2190, PAGE 1; JULY 6, 1959 AS DOCUMENT NO. 126716 IN BOOK 7755, PAGE 220; JULY 6, 1959 AS DOCUMENT NO. 136123 IN BOOK 7755, PAGE 234; DECEMBER 12, 1972 AS DOCUMENT NO. 322078; AND AUGUST 6, 1986 AS DOCUMENT NO. 86–380682, ALL OF OFFICIAL RECORDS.

COUNTY TREASURER–TAX COLLECTOR AND DIRECTOR, DEPARTMENT OF PUBLIC WORKS' CERTIFICATE

ME, COUNTY TREASURER–TAX COLLECTOR OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AND DIRECTOR, DEPARTMENT OF PUBLIC WORKS OF SAID COUNTY, HEREBY CERTIFY THAT THERE ARE NO UNPAID SPECIAL ASSESSMENTS OR BONDS WHICH MAY BE PAID IN FULL, SHOWN BY THE BOOKS OF OUR OFFICES, AGAINST THE TRACT OR SUBDIVISION OR ANY PART THEREOF SHOWN ON THE ANNEXED MAP AND DESCRIBED IN THE CAPTION THEREOF.

DAN McALLISTER,
COUNTY TREASURER
TAX COLLECTOR

BY: _____ DEPUTY
DATE: _____

WILLIAM P. MORGAN,
INTERIM DIRECTOR,
DEPARTMENT OF PUBLIC WORKS

BY: _____ FOR INTERIM DIRECTOR
DATED: _____

RINCON DEL DIABLO MUNICIPAL WATER DISTRICT CERTIFICATE

THIS IS TO CERTIFY THAT THE WATER EASEMENT AS SHOWN ON THIS MAP GRANTED TO THE RINCON DEL DIABLO MUNICIPAL WATER DISTRICT, A PUBLIC AGENCY ORGANIZED UNDER THE MUNICIPAL WATER ACT OF 1911, IS HEREBY ACCEPTED BY THE UNDERSIGNED ENGINEERING MANAGER.

_____ DATE
SHANNELL MORELOS
ENGINEERING MANAGER
RINCON DEL DIABLO MUNICIPAL WATER DISTRICT

CITY TREASURER'S CERTIFICATE

I, DOUGLAS W. SHULTZ, CITY TREASURER OF THE CITY OF ESCONDIDO, HEREBY STATE THAT THERE ARE NO LIENS OR UNPAID BONDS ISSUED UNDER ANY IMPROVEMENT BOND ACT OF THE STATE OF CALIFORNIA SHOWN BY THE BOOKS OF THIS OFFICE AGAINST THE SUBDIVISION OR ANY PART THEREOF SHOWN ON THE MAP OF ESCONDIDO TRACT NO. PHG20–0032.

BY: _____
DOUGLAS W. SHULTZ
CITY TREASURER

DATE: _____

CLERK OF THE BOARD CERTIFICATE

I, ANDREW POTTER, CLERK OF THE BOARD OF SUPERVISORS, HEREBY CERTIFY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT (DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE), REGARDING (A) DEPOSITS FOR TAXES AND (B) CERTIFICATION OF THE ABSENCE OF LIENS FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT THOSE NOT YET PAYABLE, HAVE BEEN COMPLIED WITH.

ANDREW POTTER
CLERK OF THE BOARD
OF SUPERVISORS

BY: _____ DEPUTY
DATE: _____

SURVEYOR'S STATEMENT

I, MICHAEL S. BUTCHER, A PROFESSIONAL LAND SURVEYOR OF THE STATE OF CALIFORNIA, HEREBY STATE THAT THE SURVEY OF THIS SUBDIVISION WAS MADE BY ME OR UNDER MY DIRECTION IN FEBRUARY OF 2021 AND SAID SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT MONUMENTS OF THE CHARACTER INDICATED HAVE BEEN SET, OR FOUND OR WILL BE SET AS NOTED AT THE SUBDIVISION BOUNDARY CORNERS AND I WILL SET ALL OTHER MONUMENTS OF THE CHARACTER AND AT THE POSITION INDICATED BY LEGEND IN THIS MAP WITHIN 30 DAYS AFTER COMPLETION OF THE REQUIRED IMPROVEMENTS, AND SUCH MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. (SEE LEGEND ON SHEET 2).

_____
MICHAEL S. BUTCHER DATE
L.S. 6922

PROFESSIONAL LAND SURVEYOR
MICHAEL S. BUTCHER
No. 6922
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, JONATHAN SCHAUBLE, CITY ENGINEER OF THE CITY OF ESCONDIDO, STATE OF CALIFORNIA, ACTING AS DESIGNEE FOR THE LEGISLATIVE BODY OF THE CITY OF ESCONDIDO PURSUANT TO ESCONDIDO MUNICIPAL CODE SECTION 33.102, HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP OF TENTATIVE MAP NO. PHG20–0032; THAT THIS SUBDIVISION IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; AND THAT ALL OF THE PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

PURSUANT TO CITY OF ESCONDIDO ORDINANCE NO. 2022–02, I HEREBY APPROVE THIS MAP AND SUBJECT TO IMPROVEMENT ACCEPT THE REAL PROPERTY OFFERED FOR DEDICATION OR OTHERWISE GRANTED IN THE OWNER'S CERTIFICATE IN CONFORMITY WITH THE TERMS AND CONDITIONS EXPRESSED THEREIN.

BY: _____
JONATHAN SCHAUBLE, R.C.E. 61213

DATE: _____

CITY SURVEYOR'S STATEMENT

I, OWEN M. TUNNELL, CITY SURVEYOR OF THE CITY OF ESCONDIDO, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, AND AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

BY: _____
OWEN M. TUNNELL, P.L.S. 7134

DATE: _____

COUNTY RECORDER'S CERTIFICATE

FILE NO. _____

I, JORDAN Z. MARKS, COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, HEREBY CERTIFY THAT I HAVE ACCEPTED FOR RECORDATION THIS MAP FILED AT THE REQUEST OF MICHAEL S. BUTCHER THIS ____ DAY OF _____, 20___ AT ____ O'CLOCK _.M.

JORDAN Z. MARKS,
COUNTY RECORDER

BY: _____
DEPUTY DATE

FEE: $____

SB&O INC. PLANNING ENGINEERING SURVEYING

75282.00

MAP NO.

SHEET 2 OF 6 SHEETS

ESCONDIDO TRACT NO. PHG20-0032

IN THE CITY OF ESCONDIDO, CALIFORNIA

NOTARY'S CERTIFICATE

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED

_____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____

PRINT NAME, NOTARY PUBLIC IN
AND FOR SAID COUNTY AND STATE.

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION EXPIRES: _____

COMMISSION # OF NOTARY: _____

NOTARY'S CERTIFICATE

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED

_____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

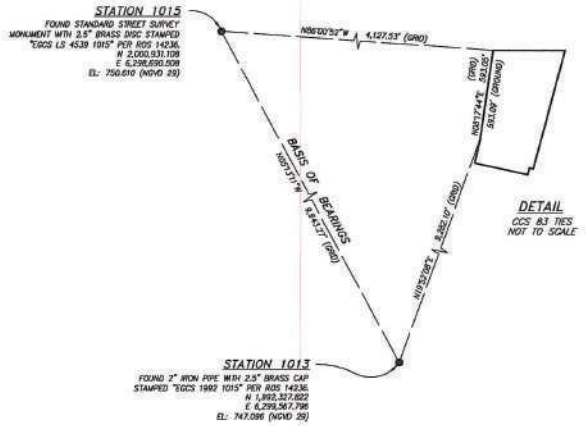
SIGNATURE _____

PRINT NAME, NOTARY PUBLIC IN
AND FOR SAID COUNTY AND STATE.

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION EXPIRES: _____

COMMISSION # OF NOTARY: _____



SB&O INC. PLANNING ENGINEERING SURVEYING

75282.00

MAP NO.

ESCONDIDO TRACT NO. PHG20-0032

IN THE CITY OF ESCONDIDO, CALIFORNIA

SHEET 3 OF 6 SHEETS

PROCEDURE OF SURVEY

VICINITY MAP
NOT TO SCALE



LINE DATA			RECORD DATA	
	BEARING	LENGTH	BEARING	LENGTH
L1	S36°53'17"W	57.46'	[N36°50'55"E]	[57.41']
L2	S81°04'55"W	58.59'	[N81°06'28"E]	[58.58']
L3	N59°11'34"W	50.30'	[N59°11'28"W]	[50.21']
L4	N11°29'32"W	48.14'	[N11°26'30"W]	[48.15']
L5	N10°56'36"E	100.00'	[N10°57'08"E]	[100.00']
L6	S70°48'39"W	16.48'	[N71°01'22"E]	[16.50']
L7	N74°30'44"W	38.63'	[N74°31'22"W]	[38.63']
L8	N15°02'00"E	43.00'	[N15°01'22"E]	[43.00']

CURVE TABLE				RECORD DATA		
	DELTA	RADIUS	LENGTH	DELTA	RADIUS	LENGTH
C1	4°04'29"	606.00'	43.10'	[4°04'15"]	[606.00']	[43.08']

LEGEND

- ■ INDICATES FOUND NAIL IN TOP OF CURB PER ROS 20331 AND CITY OF ESCONDIDO 'IE' SHEET 654. USED TO ESTABLISH CENTERLINE INTERSECTION OF NORTH IRIS LANE AND CHEYENNE LANE.
- ▣ INDICATES FOUND LEAD & TAG STAMPED "RCE 17706" PER ROS 20331.
- ● INDICATES FOUND 1/2" SQUARE PIN, NO TAG, NO RECORD, NOT ACCEPTED, UNLESS OTHERWISE NOTED.
- ◉ INDICATES FOUND 3" IRON PIPE WITH TAG STAMPED "RCE 15382" PER MAP 10888, UNLESS OTHERWISE NOTED.
- ○ INDICATES FOUND 2" IRON PIPE WITH TAG STAMPED "RCE 17706" PER ROS 20331.
- ◧ INDICATES FOUND LEAD & TAG STAMPED "LS 5210" PER MAP 12509, ACCEPTED AS A POINT ON SW'LY RIGHT-OF-WAY LINE OF N. IRIS LN.

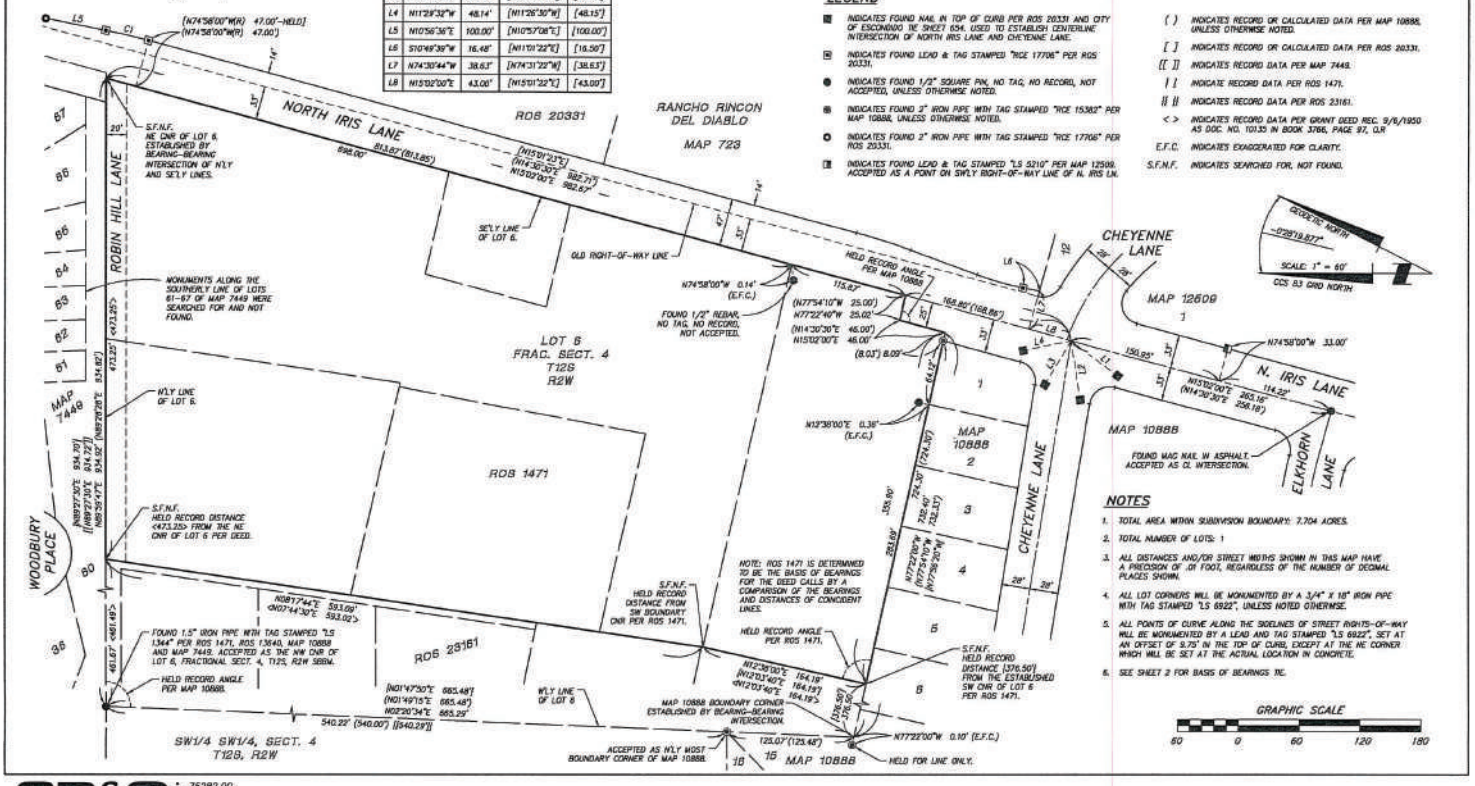
( ) INDICATES RECORD OR CALCULATED DATA PER MAP 10888, UNLESS OTHERWISE NOTED.
[ ] INDICATES RECORD OR CALCULATED DATA PER ROS 20331.
[[ ]] INDICATES RECORD DATA PER MAP 7449.
| | INDICATE RECORD DATA PER ROS 1471.
|| || INDICATES RECORD DATA PER ROS 23161.
< > INDICATES RECORD DATA PER GRANT DEED REC. 9/6/1950 AS DOC. NO. 10135 IN BOOK 3766, PAGE 97, O.R.
E.F.C. INDICATES EXAGGERATED FOR CLARITY.
S.F.N.F. INDICATES SEARCHED FOR, NOT FOUND.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH AMERICAN DATUM OF 1983 (NAD83) EXPRESSED IN THE TERMS OF THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE 6, EPOCH 1992, AS DETERMINED LOCALLY BY A LINE BETWEEN CITY OF ESCONDIDO POINT "1015" AND "1013" PER RECORD OF SURVEY 14230, I.E. N05°13'11"W.

QUOTED BEARINGS FROM REFERENCE MAPS OR DEEDS MAY OR MAY NOT BE IN TERMS OF SAID SYSTEM.

THE COMBINED SCALE FACTOR AT POINT "1015" IS 0.999922958.
GRID DISTANCE = GROUND DISTANCE x COMBINED SCALE FACTOR.
CONVERGENCE ANGLE AT POINT "1015" IS: -0°28'19.877"



NOTES

1. TOTAL AREA WITHIN SUBDIVISION BOUNDARY: 7.704 ACRES.
2. TOTAL NUMBER OF LOTS: 1
3. ALL DISTANCES AND/OR STREET WIDTHS SHOWN IN THIS MAP HAVE A PRECISION OF .01 FOOT, REGARDLESS OF THE NUMBER OF DECIMAL PLACES SHOWN.
4. ALL LOT CORNERS WILL BE MONUMENTED BY A 3/4" X 18" IRON PIPE WITH TAG STAMPED "LS 6922", UNLESS NOTED OTHERWISE.
5. ALL POINTS OF CURVE ALONG THE SIDELINES OF STREET RIGHTS-OF-WAY WILL BE MONUMENTED BY A LEAD AND TAG STAMPED "LS 6922", SET AT AN OFFSET OF 9.75' IN THE TOP OF CURB, EXCEPT AT THE NE CORNER WHICH WILL BE SET AT THE ACTUAL LOCATION IN CONCRETE.
6. SEE SHEET 2 FOR BASIS OF BEARINGS TIE.

SB&O INC. PLANNING ENGINEERING SURVEYING

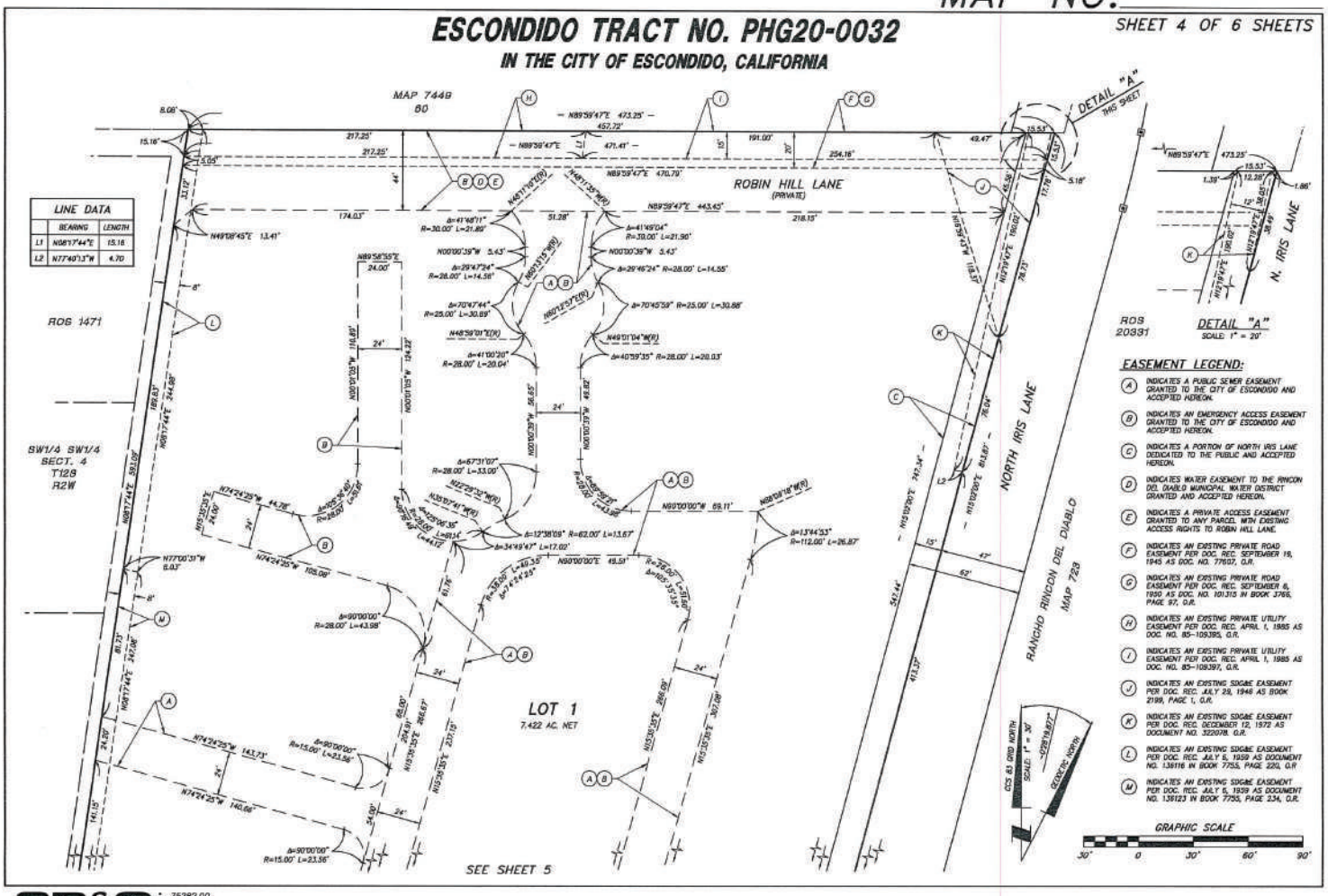
75282.00

MAP NO.

ESCONDIDO TRACT NO. PHG20-0032

IN THE CITY OF ESCONDIDO, CALIFORNIA

SHEET 4 OF 6 SHEETS



SB&O INC. PLANNING ENGINEERING SURVEYING

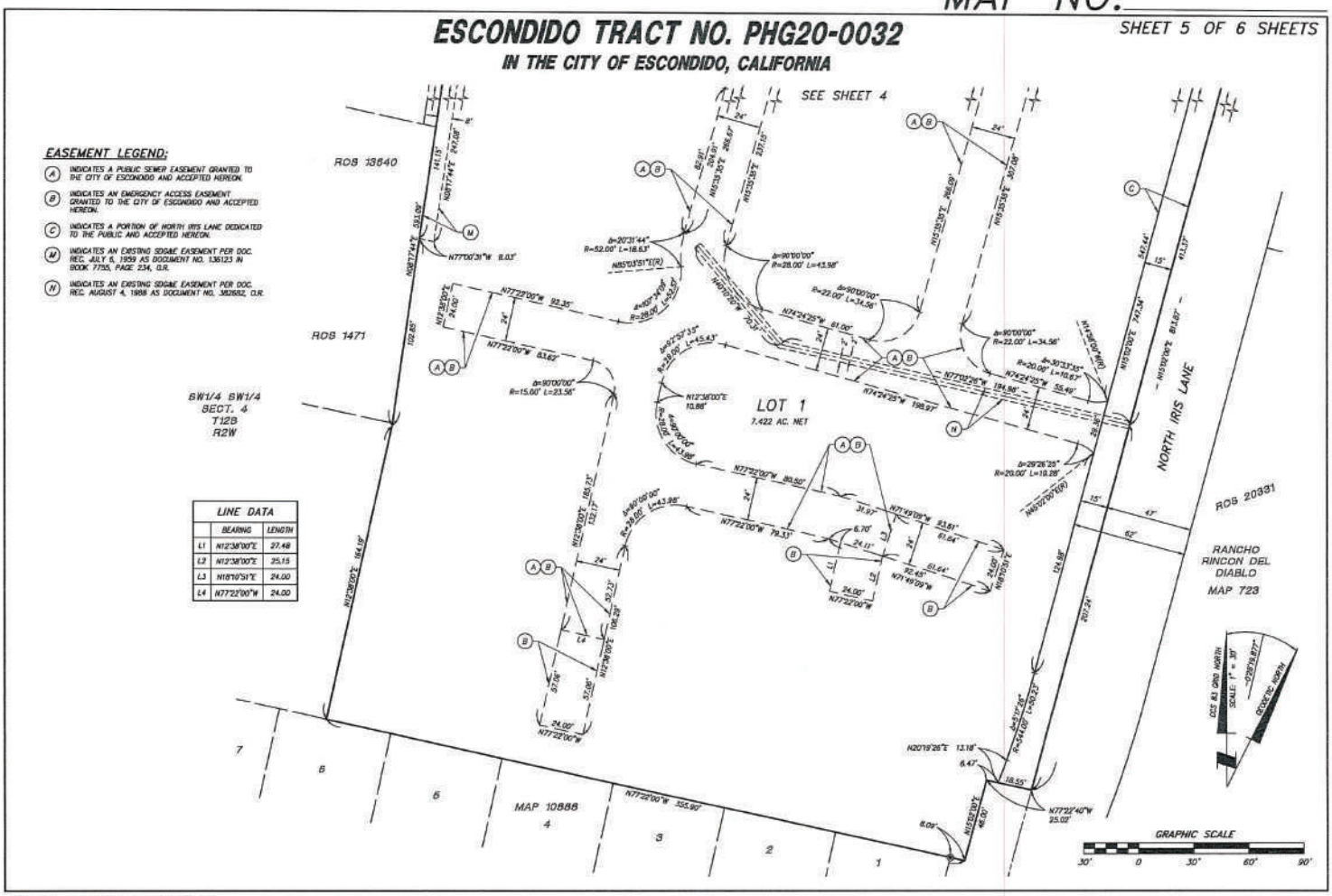
75262.00

MAP NO.

ESCONDIDO TRACT NO. PHG20-0032

IN THE CITY OF ESCONDIDO, CALIFORNIA

SHEET 5 OF 6 SHEETS



SB&O INC. PLANNING ENGINEERING SURVEYING 75282.00

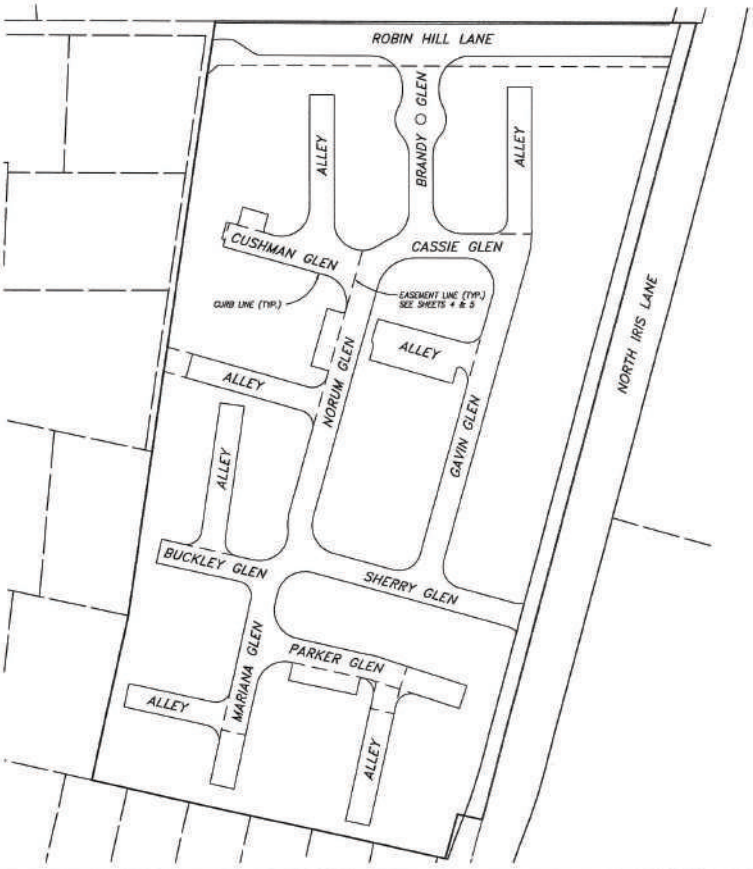
MAP NO.

SHEET 6 OF 6 SHEETS

ESCONDIDO TRACT NO. PHG20-0032

IN THE CITY OF ESCONDIDO, CALIFORNIA

NON-TITLE SHEET



STREET NAMES

THE CITY OF ESCONDIDO HAS ASSIGNED THE FOLLOWING STREET NAMES AS TO BE SHOWN ON THE FINAL MAP FOR RECORDATION:

MARIANA GLEN
BUCKLEY GLEN
PARKER GLEN
SHERRY GLEN
NORUM GLEN
GAVIN GLEN
CUSHMAN GLEN
BRANDY GLEN
CASSIE GLEN

SB&O INC. PLANNING ENGINEERING SURVEYING

75282.00

DocuSign Envelope ID: E9C36D98-AE80-4636-BA02-AEC3396C0D9F

RESOLUTION NO. 2023-155

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING USE OF THE BOND OPPORTUNITIES FOR LAND DEVELOPMENT ("BOLD") PROGRAM AND AUTHORIZING THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT PROCEEDINGS AND LEVY SPECIAL TAXES WITHIN THE TERRITORY OF CITY OF ESCONDIDO PURSUANT TO THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982, AS AMENDED; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Municipal Finance Authority (the "CMFA") is a joint exercise of powers authority, the members of which include numerous cities, counties and other local agencies in the State of California (the "State"); and

WHEREAS, the City of Escondido (the "City") is currently a member of CMFA in good standing; and

WHEREAS, the CMFA has established the Bond Opportunities for Land Development Program (the "BOLD Program") to allow the financing of certain public facilities and/or certain development impact fees that finance public facilities (together, the "Improvements") levied by local agencies in the State through the levy of special taxes under the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"); and

WHEREAS, the CMFA from time to time may be requested by owners of land within the City to utilize the BOLD Program for the financing of Improvements related to new development within the City, which Improvements will be financed for acquisition by the City or to finance impact fees payable to the City in connection with new development; and

WHEREAS, the City desires to allow the owners of property to be developed within the non-incorporated portions of the City to participate in the BOLD Program ("Participating Developers") and to allow the CFMA to conduct proceedings under the Act to form community facilities districts ("CFDs") from time to time under the Act, to levy special taxes within such CFDs, and to issue bonds secured by such

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special taxes under the Act to finance the Improvements, provided that such Participating Developers voluntarily agree to participate and consent to the levy of such special taxes and the issuance of such bonds; and

WHEREAS, property owners within the jurisdiction of the City may in the future elect to be Participating Developers upon obtaining approval of the City Council and of the CMFA, and the CMFA may conduct proceedings under the Act to form a CFD, levy special taxes within such CFD, and issue bonds secured by such special taxes to finance Improvements; and

WHEREAS, the City will not be responsible for the conduct of any proceedings under the Act for the formation of any CFD; the levy or collection of special taxes for any CFD or any required remedial action in the case of delinquencies in any special tax payments; or the issuance, sale or administration of any bonds issued in connection with the BOLD Program; and

WHEREAS, the City finds that the BOLD program offered by the CMFA can provide significant public benefits, and in conformance with Government Code Section 6586.5 relating to the issuance of bonds by a joint powers authority of which the City is a member, notice was published at least five days prior to the adoption of this resolution at a public hearing, which was duly conducted by this City Council concerning the significant public benefits of the BOLD Program and the bond financing of the Improvements from time to time.

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

1. The use of the BOLD Program in connection with the financing of Improvements is hereby authorized and approved. The appropriate officials and staff are hereby authorized and directed to allow BOLD Program participation to be available to property owners who are subject to the payment of fees for new development and/or who are conditioned to install public improvements in connection with new development.

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2. The City hereby finds and declares that the issuance of bonds by the CMFA in connection with the BOLD Program will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs and the more efficient delivery of local agency services to residential and commercial development within the City.

3. In connection with the issuance of bonds from time to time by the CFMA for the BOLD Program, a form of acquisition agreement, joint community facilities agreement or similar agreement will be required to be entered into, and the form of such agreement will be subject to approval by the City Council, or City Manager or Development Services Director if so designated. The City Council finds and declares that entrance into each such agreement will constitute a "joint community facilities agreement" for purposes of the Act and shall be beneficial to residents of the City. Any such agreement may include, directly or by reference, City standards, policies and procedures applicable to the financing of public facilities constructed by developers for acquisition by the City.

4. The appropriate officials and staff of the City are hereby authorized and directed to allow and approve BOLD Program participation by requesting property owners that are required to install public improvements and/or the payment of fees in connection with new development in the City, including signing developer applications or other documents evidencing the official intent of the City to reimburse itself in connection with each project from the proceeds of tax-exempt obligations issued by CMFA as part of the BOLD Program, and to advise such owners requesting participation in BOLD that the City has approved the BOLD Program; provided, that the CMFA shall be responsible for providing applications and processing of documentation and related materials at its own expense.

5. This Resolution shall take effect immediately upon its adoption. The Clerk of the City Council is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of CMFA.

DocuSign Envelope ID: E9C36D98-AE80-4636-BA02-AEC3396C0D9F

PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof the 15th day of NOVEMBER, 2023 by the following vote to wit:

AYE : Councilmembers: GARCIA, GARCIA, MARTINEZ, MORASCO, WHITE

NOES : Councilmembers: NONE

ABSENT : Councilmembers: NONE

APPROVED:

DocuSigned by:
Dane White
19FFE5DB8C3B409...

DANE WHITE, Mayor of the
City of Escondido, California

ATTEST:

DocuSigned by:
Zack Beck
A58535D0BDC1430...

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

RESOLUTION NO. 2023-155

STAFF REPORT

December 2, 2026
File Number 0440-15

SUBJECT

APPLICATION TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY (CMFA) BOND OPPORTUNITIES FOR LAND DEVELOPMENT (BOLD) PROGRAM BY ESCONDIDO VALLEY CENTER, LLC, THE DEVELOPER OF CENTER CITY AND VALLEY

DEPARTMENT

Development Services

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-192, an expression of City Council support for an application to the California Municipal Finance Authority ("CMFA") Bond Opportunities for Land Development ("BOLD") Program by Escondido Valley Center, LLC, the developer of Center City and Valley, a 94-unit attached residential townhomes project on 3.51 acres, further identified as Assessor's Parcel Numbers 229-31-16-00 and 229-331-17-00, located north of West Valley Parkway and west of Centre City Parkway for tax-exempt bond funding of $2,291,716 of financed development fees.

Staff Recommendation: Approval (Development Services; Kevin Snyder, AICP, Development Services Director)

Presenter: Kevin Snyder, AICP, Development Services Director

ESSENTIAL SERVICE – Yes, Land Use/Development; Clean Water; Sewer; Public Works/Infrastructure

COUNCIL PRIORITY – Be Business Friendly; Drive Community and Land Development

FISCAL ANALYSIS

There is no direct expenditure of funds by the City. All costs related to the formation, issue of bonds, and ongoing administration for any Community Facilities District ("CFD") formed by the BOLD program as a result of the application is the responsibility of CMFA. If bond funds are issued to fund facilities projects in the City, Finance Department staff will be responsible for monitoring the timely and appropriate expenditure of the project funds. Staff and processes are already in place to monitor other sources of bond financing (e.g., Water and Wastewater bond funding), so the additional monitoring is not anticipated to additionally burden staff. All future City project costs, including project management cost, would be funded through the bond proceeds. The bonds themselves would be repaid through property assessments on future homeowners.

CITY of ESCONDIDO

STAFF REPORT

PREVIOUS ACTION

On November 15, 2023, the City Council held a public hearing and adopted Resolution No. 2023-155 authorizing City participation in the California Municipal Finance Authority's ("CMFA") Bond Opportunities for Land Development ("BOLD") Program.

BACKGROUND

CMFA BOLD Program

The CMFA instituted the BOLD program to aid municipalities in their mission to provide infrastructure and other public facilities, such as schools. The BOLD Program offers a means to finance new or continuing construction of infrastructure and public facilities through bonds. These bonds are issued by CMFA as an alternative to issuance of land-secured bonds directly by the City. The BOLD Program is designed to help local governments, including cities and schools, and land developers throughout the State to work together to cost effectively finance public infrastructure projects and development fees. Under the BOLD Program, bonds are issued by a community facilities district ("CFD") formed by CMFA under the Mello-Roos Community Facilities Act of 1982 (California Government Code Section 53311 et seq.) ("Act"). The Act offers great financing flexibility and is commonly used by cities, schools and other local agencies throughout the State to generate funds for the payment of public facilities, including development fees for facilities. The BOLD Program is managed by CMFA through a team of bond industry professionals with experience in CFDs in the State. According to CMFA, all bond industry professionals engaged by CMFA have expertise in CFD bond issues. Presently, the BOLD Program uses Jones Hall for bond counsel, Koppel & Gruber for special tax consulting services, and Piper Sandler & Co. for underwriting services. The City, at its option, may use a municipal advisor of its choosing to review future BOLD Program applications and/or other program documents, with all related costs payable from bond proceeds.

Trailstone Development Project

On June 10, 2026, the City Council adopted Ordinance No. 2026-12 and Resolution No. 2026-86 approving a Tentative Subdivision Map, Planned Development Permit (Master and Precise) and Design Review Permit (PL25-0096) for 94 dwelling units on a site with a Downtown Specific Plan (SPA-9) General Plan land use designation and Specific Plan (S-P) zoning designation. The proposed Project includes a Tentative Subdivision Map to merge with the merger of two lots into one and for the subdivision of air space for 94 "for-sale" condominium units, ground-floor residential units within the Downtown Specific Plan area and necessary on- and off-site improvements, including the demolition of approximately 13,100 square-feet of existing commercial tenant buildings and 30,600 square-feet of self-storage warehouse buildings, as well as appurtenant grading, landscaping, open space, and public street and sidewalk improvements.

CITY of ESCONDIDO

STAFF REPORT

Escondido Valley Center, LLC is seeking tax-exempt bond funding of $2,291,716 of financed development fees through the CMFA BOLD Program. Prior to its formal application to CMFA, it has requested City Council's expression of support for its application consistent with Resolution No. 2023-155.

RESOLUTIONS

a. Resolution No. 2026-192

ATTACHMENTS

a. Attachment “1”—Location Map
b. Attachment “2”—Project CMFA BOLD Application Materials
c. Attachment “3”—Resolution No. 2023-155

RESOLUTION NO. 2026-192

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, EXPRESSING SUPPORT OF AN APPLICATION TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY (CMFA) BOND OPPORTUNITIES FOR LAND DEVELOPMENT (BOLD) PROGRAM BY ESCONDIDO VALLEY CENTER, LLC, THE DEVELOPER OF CENTER AND VALLEY, A 94-UNIT ATTAHCED RESIDENTIAL TOWNHOMES HOMES PROJECT LOCATED ON 3.51 ACRES FURTHER IDENTIFIED AS ASSESSOR'S PARCEL NUMBERS 229-331-16-00 AND 229-331-17-00 LOCATED NORTH OF WEST VALLEY PARKWAY AND WEST OF CENTRE CITY PARKWAY FOR TAX-EXEMPT BOND FUNDING OF $2,291,716 OF FINANCED DEVELOPMENT IMPACT FEES

WHEREAS, the California Municipal Finance Authority (the "CMFA") is a joint exercise of powers authority, the members of which include numerous cities, counties and other local agencies in the State of California (the "State"); and

WHEREAS, the City of Escondido (the "City") is currently a member of CMFA in good standing; and

WHEREAS, the City Council authorized, via adoption of Resolution No. 2023-155, the City's participation in the CMFA's Bond Opportunities for Land Development Program (the "BOLD Program"), which allows the financing of certain public facilities and/or certain development impact fees through the levy of special taxes under the Mello-Roos Community Facilities Act of 1982, as amended (the "Act); and

WHEREAS, Escondido Valley Center, LLC, the developer of Center City and Valley, a 94-unit attached residential townhomes project on 3.51 acres located north of West Valley Parkway and west of Centre City Parkway, further identified as Assessor's Parcel Numbers 229-331-16-00 AND 229- 331-17-00 has requested an expression of city support for application to the CMFA BOLD Program for tax-exempt bond financing of City of Escondido development impact fees; and

WHEREAS, on June 10, 2026, the City Council adopted Ordinance No. 2026-12 and Resolution No. 2026-86 approving a Tentative Subdivision Map, Planned Development Permit (Master and Precise) and Design Review Permit (PL25-0096) for 94 dwelling units on a site with a Downtown Specific Plan (SPA- 9) General Plan land use designation and Specific Plan (S-P) zoning designation. The proposed Project includes a Tentative Subdivision Map to merge with the merger of two lots into one and for the subdivision of air space for 94 "for-sale" condominium units, ground-floor residential units within the Downtown Specific Plan area and necessary on- and off-site improvements, including the demolition of approximately 13,100 square-feet of existing commercial tenant buildings and 30,600 square-feet of self-storage warehouse buildings, as well as appurtenant grading, landscaping, open space, and public street and sidewalk improvements; and

WHEREAS, Escondido Valley Center, LLC is seeking to finance $2,291,716 of financed development impact fees through the CMFA BOLD Program; and

WHEREAS, there is no direct expenditure of funds by the City through the expression of support action and all costs related to the formation, issue of bonds, and ongoing administration for any Community Facilities District ("CFD") formed by the BOLD program as a result of the application are the responsibility of CMFA; and

WHEREAS, if bond funds are issued to fund facilities projects in the City, the Finance Department will be responsible for monitoring the timely and appropriate expenditure of the project funds and processes are already in place to monitor other sources of bond financing so the additional monitoring is not anticipated to additionally burden staff resources; and

WHEREAS, all future City project costs, including project management cost, would be funded through the bond proceeds and the bonds themselves would be repaid through property assessments on future homeowners; and

WHEREAS, in consultation with the City Attorney's Office, the City Council's consideration and action on this matter is exempt from the public notice requirements of California Government Code Subsection 6586.5 pursuant to the provisions of Subsection 6586.5. (c); and

WHEREAS, the City finds that the BOLD program offered by the CMFA can provide significant public benefits, and in conformance with Government Code Section 6586.5 relating to the issuance of bonds by a joint powers authority of which the City is a member.

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

1. That the above recitations are true.

2. The City of Escondido supports an application by Escondido Valley Center, LLC, for tax-exempt bond funding of development impact fees for Center via the CMFA's BOLD Program.

3. The City's responsibilities during the application submission, application review, potential issue of bonds, and future expenditure of bond funds are those described in Resolution No. 2023-155, which approved the City's participation in the BOLD Program.

Location Map for Resolution No. 2026-192



Printed Date: 11/18/2026

Parcels

Municipal Boundaries 2024

Road Labels

Roads All

Freeway	Freeway	State Highway	State Highway	Residential	Residential		
Freeway Ramps	Freeway Ramps	Arterial/Collector	Arterial/Collector	Alley	Alley		
Freeway Ramps	Freeway Ramps	Arterial/Collector	Arterial/Collector	Trail	Trail		
		Residential	Residential	Trail	Trail		
		Residential	Residential	Parks			

N

0 0.02 0.04 0.09 mi

0 0.03 0.05 0.1 mi

1:4,514

DISCLAIMER: Every reasonable effort has been made to ensure the accuracy of these data. However, by accepting this material, you agree that the City of Escondido assumes no liability of any kind arising from the use of this data. THE DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, either expressed or implied, including but not limited to time, money or goodwill arising from the use, operation or modification of the data. In using these data, you further agree to indemnify, defend, and hold harmless City of Escondido for any and all liability of any nature arising from the lack of accuracy or correctness of the data, or use of the data. Portions of any derived product may contain geographic information copyrighted by SanGIS. All rights reserved. You further agree to include in reports, papers, publications, maps, and other products a clearly legible ownership notice in either the lower right-hand corner of maps and images produced or in the figure title, copied, or exported as follows: City of Escondido, All Rights Reserved.

ESCONDIDO
City of Choice

Docusign Envelope ID: 485D27DB-5DD3-85C0-81DD-FFE17984C2BC

Bond Opportunities for Land Development (BOLD)
Community Facilities District (CFD) Financing Program

Developer Application

Thank you for your interest in the BOLD Program; the BOLD team looks forward to working with you. The items requested in this application will provide the team with background information about your project, your proposed CFD structure, and the facilities and/or impact fees that you would like to finance through the BOLD Program. More detailed information will be collected in the kickoff meeting after your application has been approved. If you have any questions as you complete the application, please contact Ralph Holmes at Piper Sandler at (925) 472-8750 or RalphHolmes@pjc.com.

SECTION 1. PROJECT INFORMATION

(Complete section or attach plans, exhibits, maps, etc. that provide the requested information)

Name of Project: Center City and Valley

Project Location: The Project is located on the north side of W. Valley Parkway and the west side of Centre City Parkway and is addressed at 510 and 520 W. Valley Parkway. See attached the TSM No. PL25-0098 (Exhibit 1)

Landowner(s) (if different than developer listed in Section 2): The current landowner is "ESCONDIDO VALLEY CENTER, LLC, a California limited liability company"

Ownership structure (i.e., individuals, family trust, partnership, corporation): a California limited liability company

Gross Acres of Project: 3.51

Net Developable Acres: 1.81 net taxable acres

Assessor's Parcel Numbers: 229-331-16-00 & 229-331-17-00

Proposed Land Uses (If residential uses are proposed, include number of units and, if applicable, projected phasing): This project proposes 94 attached townhomes within TSM No. PL25-0098 on 3.51 gross acres. See the bond sizing analysis (Exhibit 2).

Are there any special taxes or assessments that are currently a lien on the property?

[X] Yes (provide list of agencies, district name and amounts) [ ] No

Docusign Envelope ID: 485D27DB-5DD3-85C0-81DD-FFE17984C2BC

See the bond sizing analysis (Exhibit 2) and title report (Exhibit 6) for more details about special taxes and assessments.

Are there any loans that are currently secured by a lien on the property?

[X] Yes [ ] No

If the property is subject to a current lien, provide lender name and outstanding amount. Do the loan documents restrict or place conditions on placing another lien on the property?

[X] Yes (provide description) [ ] No

Lender Name : Wallie Moser, Jr., as Trustee of the Survivor's Trust EU EU the Moser Family Trust, dated December 11, 1991, and Daniel C. Moser, a married man, and Susan E. Moser, Daniel C. Moser and Wallie Moser, Jr., Co-Trustees Of The Decedent's Trust EU the Moser Family Trust, dated December 11, 1991

Loan Amount: $4,500,000

No restrictions for placing an additional lien, however, the Deed of Trust does not allow liens to be senior to the existing DOT.

Project Status (please check all that apply):

[X]	Tentative map approved	[ ]	Building permits issued
[ ]	Final map(s) recorded	[ ]	Models built or under construction
[X]	All necessary discretionary permits secured	[ ]	Lots sold/offered for sale to merchant builders
[ ]	Initial grading underway or completed	[ ]	Production homes under construction

Describe the expected timing for initial grading, completion of significant backbone infrastructure, opening of models – by phases if applicable. If available, please list projected first home sale date or leasing information. Please also include first projected sales.

Est. Final Map Recordation Date: Q3 2027

Est. Land Development Start: Q2 2027

Est. 1st Model Building Permit Issuance Date: Q3 2027

Est. 1st Production Building Permit Issuance Date: Q3 2027 (6 per month)

Est. 1st Home Closing Date: January 2028 (4-5 per month)

Are there any foreseeable circumstances not described above that could prevent or significantly delay the proposed development of the Property? If yes, please explain. Are there any extraordinary conditions to development (for example, specific infrastructure that would need to be completed before development can proceed. Examples include construction of a bridge, construction of affordable housing, etc).

None.

Docusign Envelope ID: 485D27DB-5DD3-85C0-81DD-FFE17984C2BC

SECTION 2. PARTICIPANTS

Developer Information

Name: Jaideep Ahluwalia Title: President

Company Name: Storm Properties, Inc., a California Corporation

Address: 970 W. 190th St., Suite 995 City: Torrance

Zip Code: 90502 Phone: (310) 986-2102

Email: jahluwalia@storm-properties.com

Name: Alan Kwan Title: Vice President of Acquisions

Company Name: Storm Properties, Inc.

Address: 970 W. 190th St., Suite 995 City: Torrance

Zip Code: 90502 Phone: (310) 986-2432

Email: akwan@storm-properties.com

Independent Consultants Assisting with CFD Formation (if applicable)

Name: Chris Cole Title: Managing Principal

Company Name: DPFG

Address: 26840 Aliso Viejo Pkwy, Suite 110 City: Aliso Viejo

Zip Code: 92656 Phone: 949-218-6020

Email: chris.cole@dpfg.com

Name: Manju Pokharel Title: Manager

Company Name: : DPFG

Address: 26840 Aliso Viejo Pkwy, Suite 110 City: Aliso Viejo

Zip Code: 92656 Phone: 949-388-9269 ext 1143

Docusign Envelope ID: 485D27DB-5DD3-85C0-81DD-FFE17984C2BC

Email: manju.pokharel@dpfg.com

Name: Russell Sager Title: Senior Associate

Company Name: : DPFG

Address: 26840 Aliso Viejo Pkwy, Suite 110 City: Aliso Viejo

Zip Code: 92656 Phone: 949-388-9269 ext 1147

Email: russell.sager@dpfg.com

Will the applicant be:

[X] Selling lots to merchant builders [ ] Building residential units and/or non-res. buildings

Local Agency Information

List all local agencies corresponding to the impact fees and/or public improvements proposed to be financed by the CFD, as well as a contact at each agency, if available.

Agency	Contact Information
City of Escondido	Kevin Snyder Development Services Director kevin.snyder@escondido.gov
City of Escondido	Christina Holmes Finance Director christina.holmes@escondido.gov

SECTION 3. PROPOSED CFD AND SPECIAL TAX STRUCTURE
(Complete section or attach proposed finance plan)

See the bond sizing analysis (Exhibit 2).

CFD Structure (Check all that apply. If unsure, insert question mark.) - None

[ ] Improvement areas
[ ] Special tax zones
[ ] Future annexation area

Special Tax Structure

Docusign Envelope ID: 485D27DB-5DD3-85C0-81DD-FFE17984C2BC

Target total effective tax rate 1.51%

Criteria for residential special tax categories:

- [ ] Lot square footage
- [X] Residential unit square footage
- [ ] Villages/Neighborhoods
- [ ] Other

Proposed special tax categories based on criteria indicated above. If undecided, leave blank. If covered in a financing plan, please attach and reference below.

See the bond sizing analysis (Exhibit 2)

< 1,400 SF
1,400 SF – 1,599 SF
1,600 SF – 1,799 SF
>1,800 SF

CFD and Bond Timing

When would you like the CFD to be formed? As soon as possible.

When would you like bond proceeds to be available? As soon as the market allows for the issuance to occur.

Date of (or projected date for) initial building permit issuance Q3 2027

Items to be Financed

Please identify the public improvements and/or imp act fees that you would like to finance from bond proceeds and indicate if you expect an associated fee credit or reimbursement from the public agency. If you would like to prioritize funding of particular facilities or fees, please also indicate the priority of each item. (attach sheet if more room is needed).

The CMFA BOLD CFD is proposed to finance City of Escondido Development Impact Fees. See facilities list (Exhibit 3) for details.

Facility or Impact Fee – note Local Agency	Estimated Cost	Requesting fee credit or reimbursement for this item?	Priority (if applicable)

Docusign Envelope ID: 485D27DB-5DD3-85C0-81DD-FFE17984C2BC

SECTION 4. SIGNATURE

The Landowner/Developer below wishes to participate in the BOLD Program. Upon submission of this Application, the BOLD team will review the information and contact the Landowner/Developer if additional information is needed for a preliminary approval to participate in the Program. Upon preliminary approval, a deposit will be due and the process of working with the local agency and forming the CFD will begin.

Landowner/Developer:

Signed: DocuSigned by: Jay Ahluwalia 7F5FEAC023184B4...

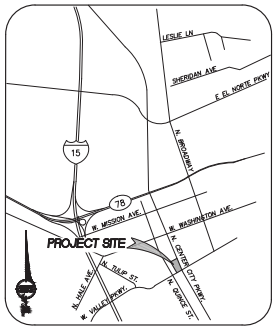
Name: Jaideep Ahluwalia

Date: 10/8/2026 | 3:18 PM PDT

Docusign Envelope ID: 485D27DB-5DD3-85C0-81DD-FFE17984C2BC

EXHIBIT 1
TSM

CITY OF ESCONDIDO TPM. PL25-0098
TENTATIVE SUBDIVISION MAP FOR 94 CONDOMINIUM UNITS



VICINITY MAP
NOT TO SCALE

LEGEND

- RIGHT OF WAY — R/W
- PROPERTY LINE/RIGHT OF WAY — P/L
- CENTER LINE — C/L
- CURB (PUB)
- DRIVEWAY
- CURB RAMP (PUB)
- BIOFILTRATION BASIN (PVT)
- CONCRETE (PVT)
- DRAINAGE DIRECTION
- 1x1 AREA DRAIN (PVT)
- STORM DRAIN PIPE (PUB)
- STORM DRAIN PIPE (PVT)
- 8" SEWER MAIN (PUB) — S
- SEWER MANHOLE (5' DIA) (PUB)
- 4" SEWER LATERAL (PVT) — S
- 8" WATER MAIN (PUB) — W
- 1" WATER SERVICE W/ 1" METER & BFP (PUB) — W, W-BFP
- WATER GATE VALVE (PUB)
- FIRE HYDRANT (PUB)
- WOOD FENCE
- CHAIN LINK FENCE
- IRON FENCE
- SEWER MANHOLE
- WATER METER
- WATER VALVE
- EX. STREET LIGHT
- EX. STORM DRAIN PIPE — (SD)
- EX. WATER LINE (PUBLIC) — (W)
- EX. SEWER LINE (PUBLIC) — (S)
- EX. GAS LINE (PUB) — (G)
- EX. ELECTRICAL LINE (PUB) — (E)

EXISTING EASEMENTS

1. 10' ROAD AND UTILITY EASEMENT, PRIVATE EASEMENT GRANTED TO LAWRENCE W. WEIR AND MARIA A.WEIR, HUSBAND AND WIFE ½ INTEREST/ LARRY M. HARRIS ½ INTEREST TO REMAIN IN PLACE INSTRUMENT NO. 197793 PER PM 3800 SAN DIEGO COUNTY
2. UTILITY EASEMENT INSTRUMENT NO. 83-107305 O.R., TO BE VACATED WITH QUIT CLAIM DEED BY THE GRANTEE SDGE. GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY FOR THE PURPOSE UNDERGROUND FACILITIES AND APPURTENANCES FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY RECORDING DATE APRIL 5, 1983
3. 20' WIDE WATER LINE EASEMENT GRANTED CITY OF ESCONDIDO DOC 1983-138259, TO REMAIN IN PLACE

BENCHMARK

A CHISELED BOX ON TOP OF CURB AT THE SOUTHWEST INTERSECTION OF QUINCE ST AND VALLEY PKWY AT THE EAST SIDE OF THE PEDESTRIAN RAMP.
BENCH MARK NO. 563
ELEVATION 642.48'

FEMA FLOOD DESIGNATION

MAP NUMBER 06073C1077G
MAP REVISED – MAY 16, 2012

FLOOD ZONE X

SITE ACREAGE

3.51 ACRES GROSS / NET

ASSESSOR'S PARCEL NUMBER

APN 229-331-16-00, APN 229-331-17-00

EARTHWORK QUANTITIES

CUT – 3,200 CY

FILL – 800 CY

EXPORT – 2,400 CY

GEOTECHNICAL

NOVA
4373 VIEWRIDGE AVE. STE B
SAN DIEGO, CA 92123
(858) 388-7710

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ESCONDIDO IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:
PARCEL 1 (APN 229-331-16-00):
PARCEL 1 OF PARCEL MAP NO. 3800, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FILED MAY 21, 1975.
PARCEL 2 (APN 229-331-17-00):
PARCEL 2 OF PARCEL MAP NO. 3800, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FILED MAY 21, 1975.

ZONING

S-P: SPECIFIC PLAN AREA
GATEWAY TRANSIT DISTRICT, DOWNTOWN SPECIFIC PLAN

GENERAL PLAN

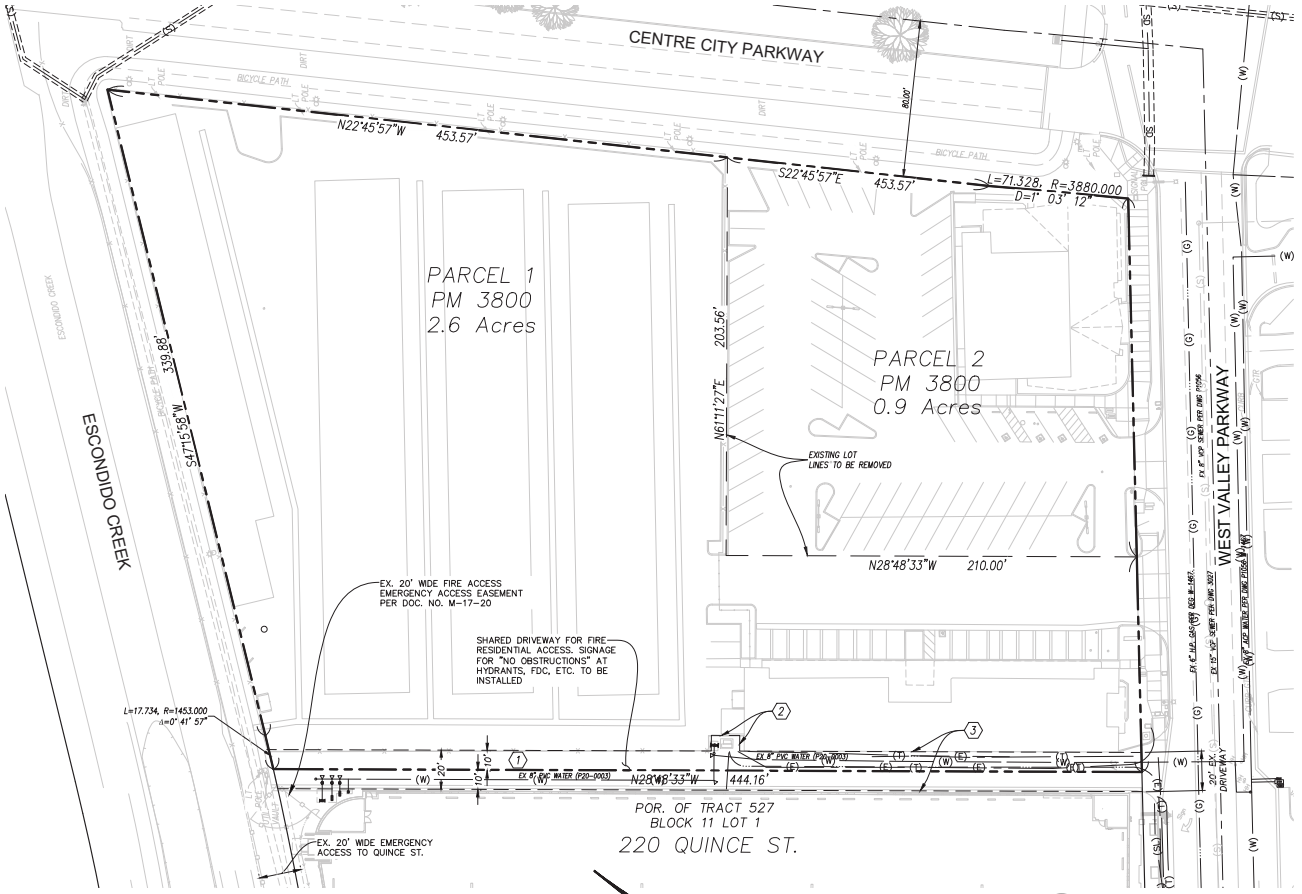
SPA 9: DOWNTOWN SPECIFIC PLAN

TOPOGRAPHIC SURVEY

PREPARED BY SWS ENGINEERING, INC JULY, 2024

QUANTITY OF CONDOMINIUMS

94 UNITS



30 15 0 30 60 90
SCALE IN FEET
GRAPHIC SCALE

OWNER

STORM PROPERTIES, INC.
970 W. 190TH ST., STE 995
(310) 986-2128

SITE ADDRESS

510 –520 WEST VALLEY PARKWAY
ESCONDIDO, CA 92025

ENGINEER

SWS ENGINEERING, INC.
1635 LAKE SAN MARCOS DRIVE, SUITE 200
SAN MARCOS, CA 92078
P: 760-744-0011
F: 760-744-0046

SHEET INDEX

TM-01	EXISTING CONDITIONS PLAN
TM-02	PRELIMINARY GRADING AND DRAINAGE
TM-02	PRELIMINARY UTILITIES
TM-03	SECTIONS AND DETAILS

PROPOSED PROJECT
PL25-0098

TM
TENTATIVE MAP

EXISTING CONDITIONS PLAN

TM-01

REGISTERED PROFESSIONAL ENGINEER — MICHAEL D. SCHNEIDER — No. 59658 Exp.12-31-2025 — CIVIL — STATE OF CALIFORNIA

SWS ENGINEERING, INC.
CIVIL ENGINEERING • LAND PLANNING • SURVEYING
1635 Lake San Marcos Drive, Suite 200
San Marcos, CA 92078
P: 760-744-0011
SAN DIEGO - NASHVILLE - PHOENIX - ORLANDO

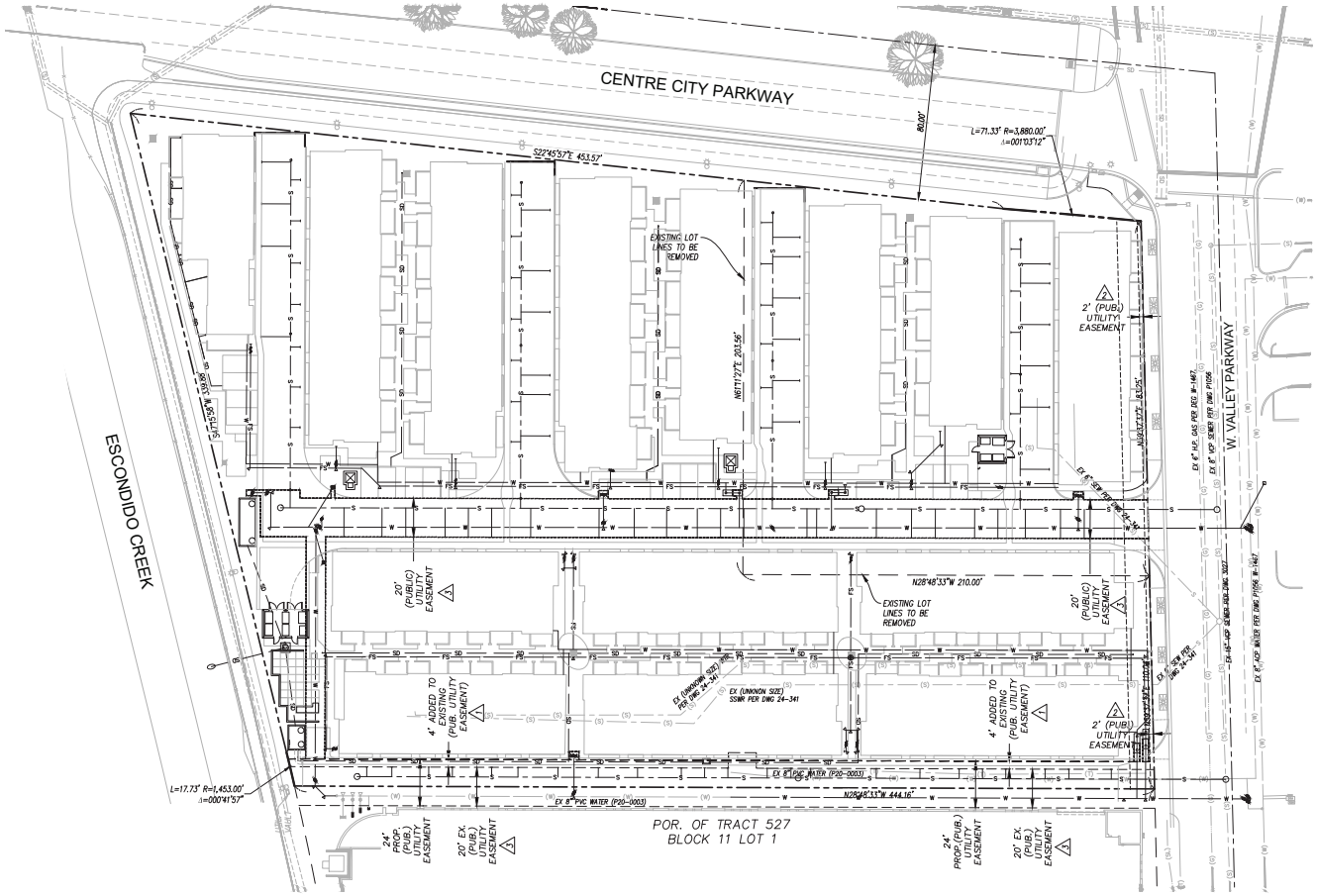
CITY OF ESCONDIDO TPM. PL25-0098
TENTATIVE SUBDIVISION MAP FOR
94 CONDOMINIUM UNITS

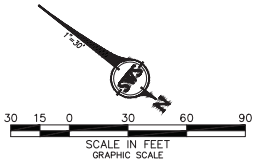
PROPOSED PROJECT
PL25-0098

TM
TENTATIVE MAP

EASEMENT NOTES

1. PROPOSED 4' WIDE ROAD AND UTILITY EASEMENT ACCESS TO THE CITY OF ESCONDIDO
2. PROPOSED 2' PUE TO THE CITY OF ESCONDIDO
3. PROPOSED 20' WIDE ROAD AND UTILITY EASEMENT TO THE CITY OF ESCONDIDO





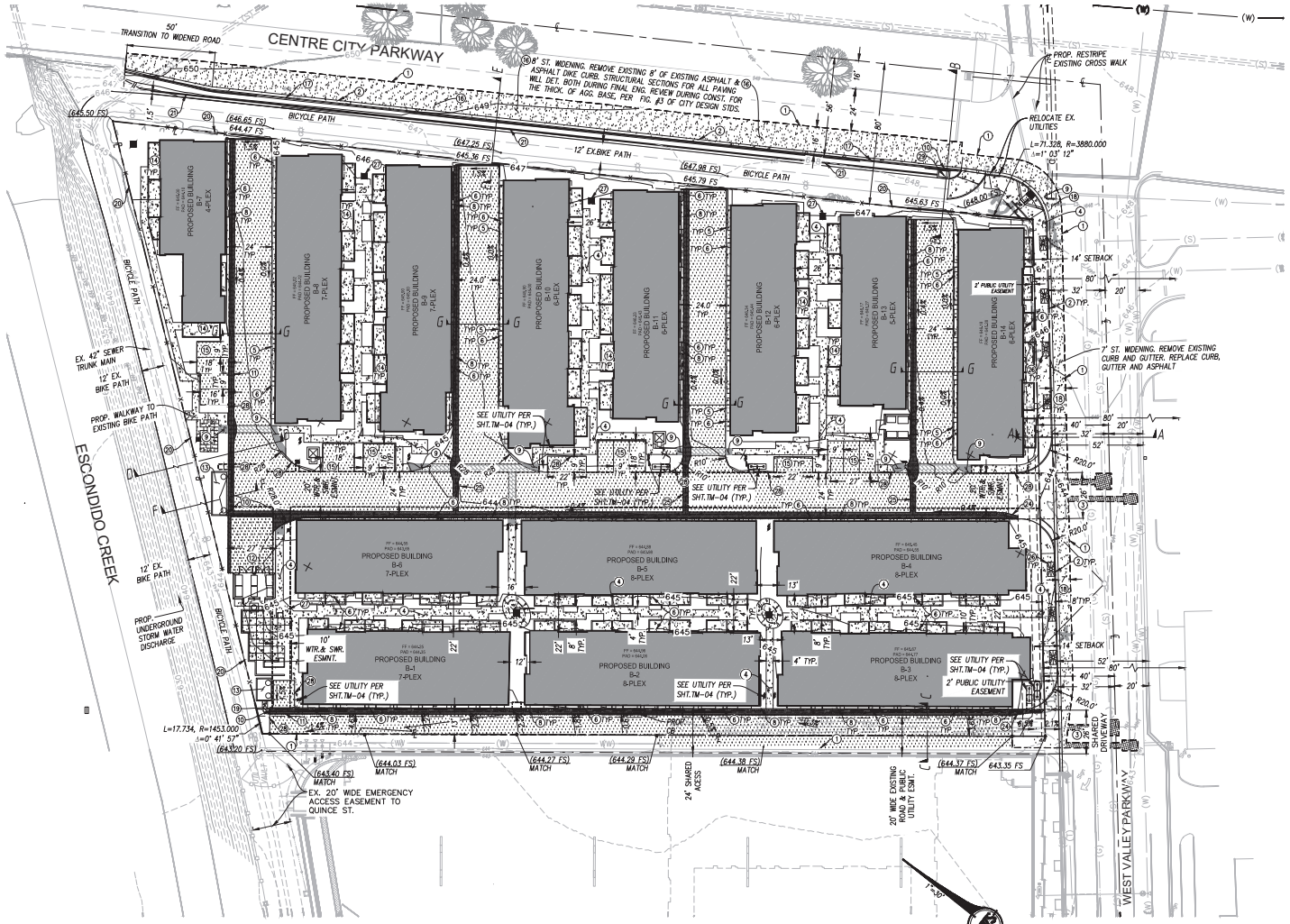
REGISTERED PROFESSIONAL ENGINEER
MICHAEL D. SOMMERFELD
No. 59658
Exp.12-31-2025
CIVIL
STATE OF CALIFORNIA

SWS ENGINEERING, INC.
CIVIL ENGINEERING • LAND PLANNING • SURVEYING
1635 Lake San Marcos Drive, Suite 200
San Marcos, CA 92078
P: 760-744-0011
SAN DIEGO - NASHVILLE - PHOENIX - ORLANDO

PROPOSED EASEMENTS

TM-02

CITY OF ESCONDIDO TPM. XXX
TENTATIVE SUBDIVISION MAP FOR
94 CONDOMINIUM UNITS



LEGEND

- 3.5" AC OVER 10" AB MIN. OVER 12" NATIVE SOIL COMPACTED TO 95% RELATIVE COMPACTION OR PER SOILS ENGINEER'S RECOMMENDATIONS (HEAVY TRAFFIC / FIRE LANE)
- 4" PCC MIN. OVER 12" NATIVE SOIL COMPACTED TO 95% RELATIVE COMPACTION OR PER SOILS ENGINEER'S RECOMMENDATIONS. COLOR, FINISH AND JOINT PATTERN PER LANDSCAPE PLANS (HARDSCAPE)
- 7" PCC MIN. WITH #5 REBAR @ 24" ON CENTER MIN. OVER 12" NATIVE SOIL COMPACTED TO 95% RELATIVE COMPACTION OR PER SOILS ENGINEER'S RECOMMENDATIONS. COLOR, FINISH AND JOINT PATTERN PER LANDSCAPE PLANS (HEAVY TRAFFIC / FIRE LANE)
- PROPOSED BUILDING
- CONCRETE PATIOS & WALKWAYS
- SAWCUT
- 4'x8' TREE GRATES

CONSTRUCTION NOTES

1. SAWCUT REMOVE EXISTING CURB, CURB & GUTTER ,ASPHALT
2. 6" CURB & GUTTER PER SDRSD STD G-02
3. ALLEY TYPE DRIVEWAY PER COE STD G-5-E
4. 6" MIN. WIDTH PCC SIDEWALK PER SDRSD STD G-07
5. 0" CURB PER SDRSD
6. BUILDING OVERHANG
7. (PRIV.) COMMERCIAL DRIVEWAY
8. CURB & GUTTER TO ROLLED CURB SDRSD DTD G-4A TYPE B
9. CURB RAMP TYPE-D SDRSD G-31
10. 2' CURB OPENING
11. CROSS GUTTER PER SDRSD STD G-12
12. INVISIBLE STRUCTURES –GRASSPAVE2 (OR SIMILAR) OVER 14" AB MIN., OVER 12" COMPACTED NATIVE SOIL, PER SOIL ENGINEER'S RECOMMENDATIONS (FIRE LANE) PER DETAIL 1 ON SHEET 7
13. UNDERGROUND STORM WATER TREATMENT PER UTILITY PLAN
14. PATIO PER ARCHITECT PLANS
15. PARKING AREA
16. REMOVE AND REPLACE 8' WIDE ASPHALT AND SUBGRADE PER FIGURE #3 OF THE CITY'S DESIGN STANDARDS
17. CURB & GUTTER W/PER TYPE A SDRSD PER G-02
18. WIDENING WEST VALLEY PRKWY. 7' ASPHALT
19. CONCRETE SWALE TO STORM WATER DETENTION
20. PROP. FENCE PER ARCHITECT PLANS
21. PROP. VARYING HEIGHT RETAINING WALL
22. PROP. TRENCHING PER SDRSD M07
23. 4" AREA DRAIN
24. CURB & GUTTER TO ROLLED CURB TO TRANSITION PER NOISED SDRSD STD G-04B SEE C 7.00
25. CROSS GUTTER PER SDRSD STD
26. 4'x8' TREE GRATE PER LANDSCAPE PLANS
27. PILISTER PER LANDSCAPE PLANS
28. 6" CURB PER SDRSD PER G-01
29. TREE WELL GREEN STREET STANDARD DRW GS-1.00

NOTE: SEE ALL ELEVATIONS ON ENTITLEMENT GRADING AND DRAINAGE PLANS
SEE ALL SECTIONS ON SHT. 5

PRELIMINARY GRADING AND DRAINAGE PLAN

PROPOSED PROJECT
PL25-0098

TM
TENTATIVE MAP

SWS ENGINEERING, INC.
CIVIL ENGINEERING · LAND PLANNING · SURVEYING
1635 Lake San Marcos Drive, Suite 200
San Marcos, CA 92078
P: 760-744-0011
SAN DIEGO - NASHVILLE - PHOENIX - ORLANDO

TM-03

Docusign Envelope ID: 485D27DB-5DD3-85C0-81DD-FFE17984C2BC

EXHIBIT 2
PROPOSED BOND SIZING AND TOTAL TAX RATE ANALYSIS

Docusign Envelope ID: 485D27DB-5DD3-85C0-81DD-FFE17984C2BC

Storm Properties, Inc.
Center City Area Overlay - City of Escondido
Proposed CMFA BOLD CFD
Bond Sizing and Total Tax Rate Analysis; 5.00% Interest Rate
October 8, 2026

I. Home Prices and Combined Tax Rates:

LAND USE INFORMATION					TOTAL TAX RATE ANALYSIS						CFD ANALYSIS
Plan No.	CMFA BOLD CFD Sq. Ft. Category	Home Size (Sq. Ft.)	No. Units	Base Home Price	FY 26-27 Ad Valorem Tax Rate	Other Fixed Charges and Assess.	Proposed CMFA BOLD CFD Special Tax	FY 26-27 Escondido USD CFD No. 2019-1 Special Tax	Total Tax per Unit	Total Tax Rate	Total CMFA BOLD CFD Revenue
(a)		(a)	(a)	(a)	(b)	(c)	(d)	(e)			
1	< 1,400	1,354	24	$ 698,880	$ 7,961	$ 33	$ 1,880	$ 689	$ 10,563	1.51%	$ 45,120
2	1,400 - 1,599	1,463	20	737,360	8,399	33	1,985	745	11,162	1.51%	39,700
2X	> 1,800	1,825	2	856,960	9,761	33	2,310	929	13,033	1.52%	4,620
3	1,600 - 1,799	1,708	20	827,840	9,430	33	2,230	869	12,562	1.52%	44,600
4	1,600 - 1,799	1,744	28	847,600	9,655	33	2,230	888	12,805	1.51%	62,440
	Total / Wtd. Avg.	1,579	94	$ 782,169	$ 8,909	$ 33	$ 2,090	$ 804	$ 11,836	1.51%	$ 196,480

Total Annual Special Taxes for Bonding (Annual CFD Revenues less $25,000 annual administration/ 110% Coverage)	$ 155,891

II. CFD Bond Sizing & Construction Proceeds:

	TOTAL
Bond Amount (5.00% Interest, 30 Year Term, 30 Year Amortization, 2% Esc.)	$ 3,015,000
Underwriter Discount (2.00%)	$ (60,300)
Reserve Fund (125% of Average Annual Debt Service)	(263,508)
Capitalized Interest (12 mos)	(150,750)
Incidental Costs (Estimate)	(248,726)
Total Net Construction Proceeds	$ 2,291,716
Per Unit	$ 24,380

III. Allocation of Net Construction Proceeds:

	Per Unit	Total
City of Escondido DIF (100% of $24,380 per unit)	$ 24,380	$ 2,291,716
Total Net Construction Proceeds:	**$ 24,380**	**$ 2,291,716**

IV. Footnotes:

(a) Product mix & pricing provided by Storm Properties as of 9/9/2026.

(b) Includes 1.00% plus the following:
- A tax of 0.02700% is charged for fiscal year 2026-27 by Palomar Pomerado Health to all parcels to pay debt service for outstanding bonds.
- A tax of 0.04378% is charged for fiscal year 2026-27 by the Escondido Union School District to all parcels to pay debt service for outstanding bonds.
- A tax of 0.02869% is charged for fiscal year 2026-27 by the Escondido Union High School District to all parcels to pay debt service for outstanding bonds.
- A tax of 0.01645% is charged for fiscal year 2026-27 by the Palomar Community College District to all parcels to pay debt service for outstanding bonds.
- A tax of 0.01463% is charged for fiscal year 2026-27 by the City of Escondido to all parcels to pay debt service for outstanding bonds for public safety improvements.
- A tax of 0.00850% is charged for fiscal year 2026-27 by the Metropolitan Water District to all parcels to pay debt service for outstanding bonds.

(c) Includes the following:
- The Metropolitan Water District levies an assessment of $11.50 per acre, or $11.50 per parcel, if less than an acre.
- The San Diego County Vector Control District levies an assessment of $2.28 per parcel for mosquito surveillance services.
- The San Diego County Vector Control District levies an assessment of $9.16 per parcel for vector control services for condominiums.
- The San Diego County Water Authority levies an assessment of $10.00 per acre, or $10.00 per parcel, if less than an acre.

(d) Represents the proposed special tax for a Proposed City of Escondido BOLD CFD for to finance City fees. This special tax is proposed to escalate by 2% each year.

(e) Reflects the Escondido Union School District CFD No. 2019-1 fiscal year 2026-27 special tax of $0.50904 per building square foot (excludes garage, patios, walkways, etc.) which pays for the school fee obligation of $2.53 per square foot. The special tax amount is subject to escalate annually by 2%. This CFD special tax is authorized to be levied on each parcel for a period equal to 35 years following the first year the property is classified as Developed Property. Upon annexation, the project's school fee obligations will be fully mitigated and no Escondido Union School District school fees will be owed at the time of COC issuance.

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EXHIBIT 3
PRELIMINARY FACILITIES LIST

Docusign Envelope ID: 485D27DB-5DD3-85C0-81DD-FFE17984C2BC

Storm Properties, Inc.
Center City and Valley - City of Escondido
Proposed Facilities List

City of Escondido Impact Fees [1]	Rate		Units	Total
Local Traffic Fee	$ 2,095	Per Unit	94	$ 196,965
Local Traffic Fee (Industrial) - Estimated Credit	(2.42)	Per SF	30,600	(74,052)
Local Traffic Fee (Commercial) - Estimated Credit*	(9.68)	Per SF	13,100	(122,913)
Regional Traffic Fee	3,110	Per Unit	94	292,329
Public Facilities Fee	4,970	Per Unit	94	467,179
Public Facilities Fee (Industrial) - Estimated Credit	(1.70)	Per SF	30,600	(52,020)
Public Facilities Fee (Commercial) - Estimated Credit	(2.25)	Per SF	13,100	(29,475)
Park Fee (Multi-Family)	6,664	Per Unit	94	626,393
Drainage Fee (Multi-Family)	469	Per Unit	94	44,107
Drainage Fee (Industrial) - Estimated Credit	(0.73)	Per Roof SF	30,600	(22,338)
Drainage Fee (Commercial) - Estimated Credit	(0.73)	Per Roof SF	13,100	(9,563)
Wastewater Connection Fee (3 or more bedrooms)	7,500	Per Unit	94	705,000
Wastewater Connection Fee (Industrial) - Estimated Credit	(0.63)	per SF	30,600	(19,278)
Wastewater Connection Fee (Commercial) - Estimated Credit	(1.28)	per SF	13,100	(16,768)
Water Connection Fee (Attached Dwelling Unit)	3,510	Per Unit	94	329,940
Water Connection Fee (1" Meter) (Industrial) - Estimated Credit	(7,930)	Per Meter	1	(7,930)
Water Connection Fee (1" Meter) (Commercial) - Estimated Credit	(7,930)	Per Meter	2	(15,860)
Total City of Escondido Fees:	**$ 24,380**			**$ 2,291,716**

Footnotes:

[1] Represents the City of Escondido impact fees and water/sewer fees eligible to be financed by a proposed CMFA BOLD CFD. The eligibility of these fees are based on recently formed BOLD CFD. City fees per the Fee Guide updated July 21st, 2026. The fee credits are preliminary estimates based on the 30,600 SF industrial building and 13,100 SF commerical building existing on site. Further discussion with the City team is required to confirm the actual fee credit.

*The estimated fee credit cannot exceed the actual fee obligation. Therefore, any available fee credit in excess of the fee obligation will not be applied or carried forward.

Docusign Envelope ID: 485D27DB-5DD3-85C0-81DD-FFE17984C2BC

EXHIBIT 4
SUMMARY OF ACREAGE, UNDEVELOPED PROPERTY, AND BACKUP SPECIAL TAX

Docusign Envelope ID: 485D27DB-5DD3-85C0-81DD-FFE17984C2BC

Storm Properties, Inc.
Center City and Valley - City of Escondido
Proposed CMFA BOLD CFD
Summary of Acreage and Undeveloped Property Special Tax Rates

I. Calculation of Net Taxable Acres:

No. of Units	94
Gross Acreage	3.51
Less: Other (Streets, Open Space, Park Site, Detention Basin, etc.)	1.70
Net Taxable Acres	**1.81**

II. Calculation of Undeveloped Property Tax Rate:

Total Developed Property Revenues	$	196,480
Net Taxable Acres		1.81
Less: Contingency Factor (10.00%)		(0.18)
Net Taxable Acres (Adjusted)		1.63
Undeveloped Property Tax Rate per Acre	**$**	**120,528**
Maximum Exempt Acres		1.88

Docusign Envelope ID: 485D27DB-5DD3-85C0-81DD-FFE17984C2BC

EXHIBIT 5
PRELIMINARY TITLE REPORT

Docusign Envelope ID: 485D27DB-5DD3-85C0-81DD-FFE17984C2BC

Attachment "2"

PRELIMINARY REPORT

Prelim Number:

CTFXBC2500164
Update 3

Fidelity National Title
BUILDER SERVICES
2365 Northside Dr, Suite 600
San Diego, CA 92108

Issuing Policies of **Chicago Title Insurance Company**

Order No.: CTFXBC2500164

TO:
Storm Properties
23223 Normandie Ave
Torrance, CA 90501

Attn: Layan Mudallal
Ref No.:

Title Officer: Jesus Duran
Email: Jesus.Duran@fnf.com
Phone No.: 9517105913
Fax No.:

Escrow Office:
Escrow Officer:
Email:
Address:

Phone No.:
Fax No.:

Loan No.:

Property: 510-520 W VALLEY PKWY / CITY OF ESCONDIDO TPM, Escondido, CA

In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of a defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Exclusions from Coverage, and Conditions of said policy forms.

With respect to any contemplated owner's policy, the printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA/ALTA Homeowner's Policy of Title Insurance, which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

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This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a binder or commitment should be requested.

Countersigned By:



Authorized Officer or Agent
Karen Robertson

Docusign Envelope ID: 485D27DB-5DD3-85C0-81DD-FFE17984C2BC

PRELIM NO. CTFXBC2500164

CHICAGO TITLE COMPANY **UPDATE 3**

Effective date: July 8, 2026 at 07:30 AM, Update 3 Reissued: January 29, 2026

The form of Policy or Policies of Title Insurance contemplated by this Report is:

CLTA Parcel Map

1. The estate or interest in the Land hereinafter described or referred to covered by this Report is:

   A Fee as to Parcel(s) 1 and 2
   Easement(s) more fully described below as to Parcel(s) 1A

2. Title to said estate or interest at the date hereof is vested in:

   ESCONDIDO VALLEY CENTER, LLC, a California limited liability company

3. The Land referred to in this Report is described as follows:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Docusign Envelope ID: 485D27DB-5DD3-85C0-81DD-FFE17984C2BC

Attachment "2"

EXHIBIT A

Legal Description

For APN/Parcel ID(s): 229-331-16-00 and 229-331-17-00

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

PARCEL 1 (APN 229-331-16-00):

PARCEL 1 OF PARCEL MAP NO. 3800, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FILED MAY 21, 1975.

PARCEL 1A:

AN EASEMENT AND RIGHT OF WAY FOR ROAD AND PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT TO CONVEY THE SAME TO ANY PERSON OR PERSONS OVER AND ACROSS A STRIP OF LAND 10.00 FEET IN WIDTH, THE EASTERLY BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY BOUNDARY OF SAID LOT 1 DISTANT THEREON NORTH 59°37'09" EAST 150.37 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 1; THENCE NORTH 28°49'01" WEST 443.89 FEET TO A POINT IN THE ARC OF A 1453 FOOT RADIUS CURVE CONCAVE NORTHERLY IN THE SOUTHERLY BOUNDARY OF LAND DESCRIBED IN FINAL ORDER OF CONDEMNATION FOR THE CITY OF ESCONDIDO RECORDED JUNE 01, 1965 AS INSTRUMENT NO. 97472 OF OFFICIAL RECORDS OF PARCEL 1, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

PARCEL 2 (APN 229-331-17-00):

PARCEL 2 OF PARCEL MAP NO. 3800, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FILED MAY 21, 1975.

Docusign Envelope ID: 485D27DB-5DD3-85C0-81DD-FFE17984C2BC

EXCEPTIONS

At the date hereof, items to be considered and exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

A. Property taxes, which are a lien due and payable, including any assessments collected with taxes to be levied for the fiscal year 2025-2026.

B. Property taxes, including any personal property taxes and any assessments collected with taxes, are as follows:

Tax Identification No.:	229-331-16-00
Fiscal Year:	2024-2025
1st Installment:	$10,633.00, PAID
2nd Installment:	$10,633.00, PAID
Penalty and Cost:	$1,073.30
Homeowners Exemption:	$0.00
Code Area:	04234

Property taxes, including any personal property taxes and any assessments collected with taxes, are as follows:

Tax Identification No.:	229-331-17-00
Fiscal Year:	2024-2025
1st Installment:	$4,049.73, PAID
2nd Installment:	$4,049.73, PAID
Penalty and Cost:	$414.97
Homeowners Exemption:	$0.00
Code Area:	04234

C. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

1. Easement(s) or right(s) of way for the purpose(s) shown below and rights incidental thereto, as granted and/or reserved in various deeds of record:

Purpose:	Ingress and egress, pipelines, drainage and/or public utilities and incidental purposes thereto over, under, along and across the easement parcel(s) herein described.
Affects:	Parcel 1A

2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Ralph L. Smith and Alice R. Smith
Purpose:	Road and public utilities
Recording Date:	November 1, 1965
Recording No.:	197793, Official Records
Affects:	A portion of said land as more particularly described in said document.

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	San Diego Gas & Electric Company
Purpose:	Underground facilities and appurtenances for the transmission and distribution of electricity
Recording Date:	April 5, 1983
Recording No.:	83-107305, Official Records
Affects:	A portion of said land as more particularly described in said document.

4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	The City of Escondido
Purpose:	Underground water pipelines and appurtenances
Recording Date:	April 28, 1983
Recording No.:	83-138259, Official Records
Affects:	A portion of said land as more particularly described in said document.

5. A deed of trust to secure an indebtedness in the amount shown below,

Amount:	$4,500,000.00
Dated:	December 12, 2024
Trustor/Grantor	Escondido Valley Center, LLC, a California limited liability company
Trustee:	Fidelity National Title Company
Beneficiary:	Wallie Moser, Jr., as Trustee of the Survivor's Trust EU the Moser Family Trust dated December 11, 1991 and Daniel C. Moser, a married man as his sole and separate property, and Susan E. Moser, Daniel C. Moser and Wallie Moser, Jr., as co-Trustees of the Decedent's Trust EU the Moser Family Trust dated December 11, 1991
Recording Date:	December 13, 2024
Recording No.:	2024-0344852, Official Records

6. Water rights, claims or title to water, whether or not disclosed by the public records.

END OF EXCEPTIONS

PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

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REQUIREMENTS

NONE

END OF REQUIREMENTS

Docusign Envelope ID: 485D27DB-5DD3-85C0-81DD-FFE17984C2BC

INFORMATIONAL NOTES

NONE

END OF INFORMATIONAL NOTES

WIRE SAFE™ | Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
http://www.fbi.gov

Internet Crime Complaint Center:
http://www.ic3.gov

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FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Effective January 1, 2026

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.,* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.,* loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Device and Browsing Information

FNF automatically collects the following categories of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser information, such as version, language, and type;
- device type and operating system;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Website Analytics. We use Google Analytics to understand how visitors interact with FNF Websites. Google Analytics may collect information such as your IP address, device type, and pages visited to help us analyze site traffic and to personalize your browsing experience on our site. If you don't want Google Analytics to be used in your browser, you can install the Google Analytics browser add-on, which Google makes available online.

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

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Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, and our affiliates' services, jointly or independently;
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose the categories of Personal Information and Browsing Information listed above for the following purposes:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link Privacy Request, or email privacy@fnf.com, or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (fnf.com/california-privacy) or call (888) 413-1748.

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For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

FNF is the controller of the following businesses registered with the Secretary of State in Oregon:
Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Ticor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Ticor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent to this Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

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Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's Privacy Request website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

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ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990 (11-09-18)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(*Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here*)

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Attachment "2"

ATTACHMENT ONE
(CONTINUED)

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE OWNER'S POLICY (02-04-22)
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy.
   Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.

7 Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(*Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here*)

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CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21)
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, or regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by You;
   b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
   c. resulting in no loss or damage to You;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
   e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
   a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
   b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.

   Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 5,000.00

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Attachment "2"

ATTACHMENT ONE
(CONTINUED)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.

   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

   This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 5,000.00

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ALTA OWNER'S POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

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2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.]
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

Docusign Envelope ID: 485D27DB-5DD3-85C0-81DD-FFE17984C2BC

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies
CTC - Chicago Title Company
CLTC - Commonwealth Land Title Company
FNTC - Fidelity National Title Company
FNTCCA - Fidelity National Title Company of California
TICOR - Ticor Title Company of California
LTC - Lawyer's Title Company
SLTC - ServiceLink Title Company

Underwritten by FNF Underwriters
CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Co.
FNTIC - Fidelity National Title Insurance Co.
NTINY - National Title Insurance of New York

Available Discounts

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, CLTIC, FNTIC, NTINY)
On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

DISASTER AREA TRANSACTIONS (CTIC, CLTIC, FNTIC, NTINY)
This rate is available for individuals or entities that were victims of a national or state disaster. The rate can be used for a Lender's Policy (Standard or Extended), or an Owner's Policy (Standard or Homeowners coverage). To qualify for this rate, the applicant must, prior to the closing of the applicable transaction, make a written request, including a statement meeting the following criteria:

A. The subject property is in a disaster area declared by the government of the United States or the State of California.

B. The subject property was substantially or totally destroyed in the declared disaster.

C. The subject property ownership has not changed since the time of the disaster.

The rate will be fifty percent (50%) of the applicable rate, and the transaction must be completed within sixty (60) months of the date of the declaration of the disaster.

DISASTER AREA ESCROWS (CTC, CLTC, FNTC, TICOR, LTC)
This rate is available for individuals or entities that were victims of a national or state disaster. The rate can be used for a loan or a sale escrow transaction. To qualify for this rate, the applicant must, prior to the closing of the applicable transaction, make a written request, including a statement meeting the following criteria:

A. The subject property is in a disaster area declared by the government of the United States or the State of California.

B. The subject property was substantially or totally destroyed in the declared disaster.

C. The subject property ownership has not changed since the time of the disaster.

Docusign Envelope ID: 485D27DB-5DD3-85C0-81DD-FFE17984C2BC

Attachment "2"

Notice of Available Discounts

(continued)

The rate will be fifty percent (50%) of the applicable rate, and the transaction must be completed within sixty (60) months of the date of the declaration of the disaster. Standard minimum charge applies based upon property type. No other discounts or special rates, or combination of discounts or special rates, shall be applicable. Applies to a single transaction per property.

This rate is applicable to the following Zones/Counties:

Zone 1.A: Orange County
Zone 1.B: Riverside and San Bernardino Counties
Zone 2: Los Angeles County
Zone 3: Ventura County
Zone 10: San Diego County
Zone 12: Imperial County

If used for a sale transaction, the application of this rate assumes the charge for the Residential Sale Escrow Services (RSES) fee will be split evenly between buyer and seller. As such and regardless of how the calculated applicable RSES will be split between the disaster victim and the other principal, the rate will be applied only to one half (1/2) of the calculated applicable RSES fee, regardless of whether the disaster victim is paying half (1/2) of the RSES fee (as is customary) or paying the entire fee. The rate under this provision will be fifty percent (50%) of disaster victims' one half (1/2) portion only and shall not apply to any portion paid by non-disaster victim. Additional services will be charged at the normal rates.

MILITARY DISCOUNT RATE (CTIC, CLTIC, FNTIC)

Upon the Company being advised in writing and prior to the closing of the transaction that an active duty, honorably separated, or retired member of the United States Military or Military Reserves or National Guard is acquiring or selling an owner occupied one-to-four family property, the selling owner or acquiring buyer, as applicable, will be entitled to a discount equal to fifteen percent (15%) of the otherwise applicable rates such party would be charged for title insurance policies. Minimum charge: Four Hundred Twenty-Five And No/100 Dollars ($425.00)

The Company may require proof of eligibility from the parties to the transaction verifying they are entitled to the discount as described. No other discounts or special rates, or combination of discounts or special rates, shall be applicable.

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EXHIBIT 6
SAMPLE TAX BILL

Docusign Envelope ID: 485D27DB-5DD3-85C0-81DD-FFE17984C2BC



Attachment "2"

1 PAY ONLINE	WWW.SDTTC.COM
2 PAY BY PHONE	(855) 829-3773
3 QUESTIONS	(877) 829-4732

4 TAX BILL YEAR: 2026-2027

FOR FISCAL YEAR BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027

5 PROPERTY ADDRESS - DESCRIPTION - SUBDIVISION

PROPERTY ADDRESS CANNOT BE SHOWN IN COMPLIANCE TO GOVERNMENT CODE SECTION 6254.21.

CURRENT OWNER: NOT SHOWN UNDER GC 7928.205

SPECIAL MESSAGES

OWNER MESSAGES

6 MAP NO.: PM03800

8 DOCUMENT NO.: 344850

9 DOCUMENT DATE: 12/13/2024

7 DESCRIPTIONS	VALUES & EXEMPTIONS
LAND	$4,590,000.00
IMPROVEMENTS	$3,723,000.00
TOTAL L&I	$8,313,000.00
PERSONAL PROPERTY	$0.00
EXEMPTIONS	
HOMEOWNERS	$0.00
OTHER	$0.00
NET TAXABLE VALUE	$8,313,000.00

10 OWNER OF RECORD ON JANUARY 1, 2026: NOT SHOWN UNDER GC 7928.205

11 PARCEL/BILL NO.	12 TAX RATE AREA	13 CORTAC NO.	14 1ST INSTALLMENT		15 2ND INSTALLMENT		16 TOTAL DUE
229-331-16-00	04234		$47,377.96	+	$47,377.96	=	$94,755.92

17 YOUR TAX DISTRIBUTION

AGENCY		RATE	AMOUNT
1% TAX ON NET VALUE		1.00000	$83,129.99
VOTER APPROVED TAXES:			
PALOMAR COMMUNITY COLL PROP M 11/07/06, 2021 REF	NET	0.00549	$456.38
HI BOND ESCONDIDO-PROP T 11/04/2008, SERIES 2009B	NET	0.00000	$0.00
GEN BOND ESCONDIDO-PROP E 11/04/2014, SER 2014A	NET	0.00377	$313.40
PALOMAR COMMUNITY COLL PROP M 11/07/06, 2020 REF	NET	0.00291	$241.91
HI BOND ESCONDIDO-PROP T 11/04/2008, SERIES 2009A	NET	0.02702	$2,246.17
GEN BOND ESCONDIDO-PROP K 3/05/2002, 2002A	NET	0.01810	$1,504.65
COUNTY-PROPOSITION 13	NET	1.00000	$83,130.00
HI BOND ESCONDIDO-PROP T 11/04/2008, SER 2011C	NET	0.00167	$138.83
GEN BOND ESCONDIDO-PROP K 3/5/2002, 2017 REF	NET	0.00000	$0.00
ESCONDIDO CITY PUBLIC SAFETY FAC IMP REFUNDING BND	NET	0.01463	$1,216.19
PALOMAR COMMUNITY COLL PROP M 11/07/06, SER 2006B	NET	0.00306	$254.38
GEN BOND ESCONDIDO-PROP E 11/04/2014, SER 2014B	NET	0.00694	$576.92
PALOMAR COMMUNITY COLL PROP M 11/07/06, 2017 REF	NET	0.00176	$146.31
GEN BOND ESCONDIDO-PROP E 11/04/2014, SER 2014E	NET	0.00252	$209.49

18 YOUR TAX DISTRIBUTION

AGENCY		RATE	AMOUNT
PALOMAR HEALTH 2005A - DEBT SERVICE	NET	0.02700	$2,244.51
GEN BOND ESCONDIDO-PROP E 11/04/2014, SER 2014C	NET	0.00310	$257.70
PALOMAR COMMUNITY COLL PROP M 11/07/06, 2015 REF	NET	0.00000	$0.00
MWD D/S REMAINDER OF SDCWA 15019999	NET	0.00850	$706.61
PALOMAR COMMUNITY COLL PROP M 11/07/06, SER 2006C	NET	0.00000	$0.00
GEN BOND ESCONDIDO-PROP E 11/04/2014, 2021 REF	NET	0.00464	$385.72
PALOMAR COMMUNITY COLL PROP M 11/07/06, SER 2017D	NET	0.00323	$268.51
GEN BOND ESCONDIDO-PROP E 11/04/2014, SER 2014D	NET	0.00471	$391.54
TOTAL ON NET VALUE		**1.13905**	**$94,689.22**
FIXED CHARGED ASSMTS:		**PHONE #**	
VECTOR DISEASE CTRL		800-273-5167	$8.50
CWA WTR AVAILABILITY		858-522-6691	$26.00
MOSQUITO SURVEILLANC		800-273-5167	$2.28
MWD WTR STANDBY CHRG		866-807-6864	$29.92
TOTAL AMOUNT			**$94,755.92**

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RESOLUTION NO. 2023-155

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING USE OF THE BOND OPPORTUNITIES FOR LAND DEVELOPMENT ("BOLD") PROGRAM AND AUTHORIZING THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT PROCEEDINGS AND LEVY SPECIAL TAXES WITHIN THE TERRITORY OF CITY OF ESCONDIDO PURSUANT TO THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982, AS AMENDED; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Municipal Finance Authority (the "CMFA") is a joint exercise of powers authority, the members of which include numerous cities, counties and other local agencies in the State of California (the "State"); and

WHEREAS, the City of Escondido (the "City") is currently a member of CMFA in good standing; and

WHEREAS, the CMFA has established the Bond Opportunities for Land Development Program (the "BOLD Program") to allow the financing of certain public facilities and/or certain development impact fees that finance public facilities (together, the "Improvements") levied by local agencies in the State through the levy of special taxes under the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"); and

WHEREAS, the CMFA from time to time may be requested by owners of land within the City to utilize the BOLD Program for the financing of Improvements related to new development within the City, which Improvements will be financed for acquisition by the City or to finance impact fees payable to the City in connection with new development; and

WHEREAS, the City desires to allow the owners of property to be developed within the non-incorporated portions of the City to participate in the BOLD Program ("Participating Developers") and to allow the CFMA to conduct proceedings under the Act to form community facilities districts ("CFDs") from time to time under the Act, to levy special taxes within such CFDs, and to issue bonds secured by such

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special taxes under the Act to finance the Improvements, provided that such Participating Developers voluntarily agree to participate and consent to the levy of such special taxes and the issuance of such bonds; and

WHEREAS, property owners within the jurisdiction of the City may in the future elect to be Participating Developers upon obtaining approval of the City Council and of the CMFA, and the CMFA may conduct proceedings under the Act to form a CFD, levy special taxes within such CFD, and issue bonds secured by such special taxes to finance Improvements; and

WHEREAS, the City will not be responsible for the conduct of any proceedings under the Act for the formation of any CFD; the levy or collection of special taxes for any CFD or any required remedial action in the case of delinquencies in any special tax payments; or the issuance, sale or administration of any bonds issued in connection with the BOLD Program; and

WHEREAS, the City finds that the BOLD program offered by the CMFA can provide significant public benefits, and in conformance with Government Code Section 6586.5 relating to the issuance of bonds by a joint powers authority of which the City is a member, notice was published at least five days prior to the adoption of this resolution at a public hearing, which was duly conducted by this City Council concerning the significant public benefits of the BOLD Program and the bond financing of the Improvements from time to time.

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

1. The use of the BOLD Program in connection with the financing of Improvements is hereby authorized and approved. The appropriate officials and staff are hereby authorized and directed to allow BOLD Program participation to be available to property owners who are subject to the payment of fees for new development and/or who are conditioned to install public improvements in connection with new development.

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2. The City hereby finds and declares that the issuance of bonds by the CMFA in connection with the BOLD Program will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs and the more efficient delivery of local agency services to residential and commercial development within the City.

3. In connection with the issuance of bonds from time to time by the CFMA for the BOLD Program, a form of acquisition agreement, joint community facilities agreement or similar agreement will be required to be entered into, and the form of such agreement will be subject to approval by the City Council, or City Manager or Development Services Director if so designated. The City Council finds and declares that entrance into each such agreement will constitute a "joint community facilities agreement" for purposes of the Act and shall be beneficial to residents of the City. Any such agreement may include, directly or by reference, City standards, policies and procedures applicable to the financing of public facilities constructed by developers for acquisition by the City.

4. The appropriate officials and staff of the City are hereby authorized and directed to allow and approve BOLD Program participation by requesting property owners that are required to install public improvements and/or the payment of fees in connection with new development in the City, including signing developer applications or other documents evidencing the official intent of the City to reimburse itself in connection with each project from the proceeds of tax-exempt obligations issued by CMFA as part of the BOLD Program, and to advise such owners requesting participation in BOLD that the City has approved the BOLD Program; provided, that the CMFA shall be responsible for providing applications and processing of documentation and related materials at its own expense.

5. This Resolution shall take effect immediately upon its adoption. The Clerk of the City Council is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of CMFA.

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PASSED, ADOPTED AND APPROVED by the City Council of the City of Escondido at a regular meeting thereof the 15th day of NOVEMBER, 2023 by the following vote to wit:

AYE : Councilmembers: GARCIA, GARCIA, MARTINEZ, MORASCO, WHITE

NOES : Councilmembers: NONE

ABSENT : Councilmembers: NONE

APPROVED:

DocuSigned by:
Dane White
19FFE5DB8C3B409...

DANE WHITE, Mayor of the
City of Escondido, California

ATTEST:

DocuSigned by:
Zack Beck
A58535D0BDC1430...

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

RESOLUTION NO. 2023-155

STAFF REPORT

December 2, 2026
File Number 0490-55

SUBJECT

TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED SEPTEMBER 30, 2026

DEPARTMENT

City Treasurer

RECOMMENDATION

Request the City Council approve the Quarterly Investment Report for the quarter ended September 30, 2026.

Staff Recommendation: Approve (City Treasurer: Douglas Shultz, City Treasurer)

Presenter: Douglas Shultz, City Treasurer

ESSENTIAL SERVICE – Yes, internal requirement

COUNCIL PRIORITY – Financial Stewardship; Measure I Investments

FISCAL ANALYSIS

From July 1, 2026 to September 30, 2026, the City's investment portfolio decreased from $252 million to $209 million. The adjusted average annual yield increased from 3.585 percent to 3.674 percent with the portfolio duration at 1.882. The City continues to see additional revenue coming in from the Measure I Sales Tax that went into effect this calendar year.

PREVIOUS ACTION

The Investment Report for the quarter ended June 30, 2026, was filed with the City Clerk's Office on July 31, 2026 and presented to the City Council on August 23, 2026.

BACKGROUND

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

CITY of ESCONDIDO

STAFF REPORT

- Summary of Investment Allocation as of September 30, 2026 (Attachment "1")
- Summary of Investment Portfolio Yield for the last 12 months (Attachment "2")
- Schedule of Funds Managed by Outside Parties as of September 30, 2026 (Attachment "3")

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

There are adequate funds to meet the next six-month's expected expenditures. As of September 30, 2026, the City complies with all requirements of the City's Investment Policy.

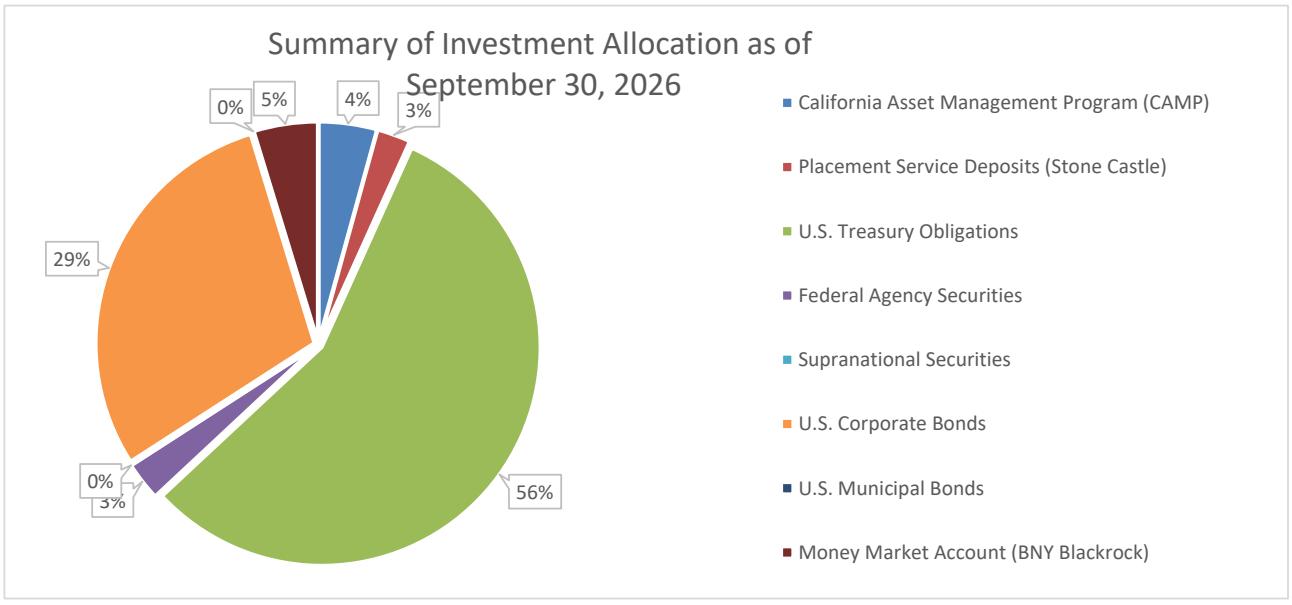
The cashflow has been and will continue to be deployed out on the investment maturity ladder, specifically targeting the next 3-5 years to lock in the current high rates in anticipation of short-term rates coming down in the near future. We continue to take advantage of CAMP's high interest rates, which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

ATTACHMENTS

a. Attachment "1" – Summary of Investment Allocation as of September 30, 2026
b. Attachment "2" – Summary of Investment Portfolio Yield for the last 12 months
c. Attachment "3" – Schedule of Funds Managed by Outside Parties as of September 30, 2026
d. Attachment "4" – Investment Performance Review for the Quarter Ended September 30, 2026

City of Escondido
Summary of Investment Allocation
as of Septebmer 30, 2026

Investment Type	Book Value	Market Value	Percent of Portfolio at Market
State Investment Pool (LAIF)	$ 13,353	$ 13,353	0.01%
California Asset Management Program (CAMP)	8,795,686	8,795,686	4.28%
Placement Service Deposits (Stone Castle)	5,083,908	5,083,908	2.47%
U.S. Treasury Obligations	117,452,473	115,833,954	56.30%
Federal Agency Securities	5,933,311	5,827,590	2.83%
Supranational Securities	0	0	0.00%
U.S. Corporate Bonds	61,972,220	60,478,509	29.40%
U.S. Municipal Bonds	0	0	0.00%
Asset-Backed Security	0	0	0.00%
Money Market Account (BNY Blackrock)	9,701,065	9,701,065	4.72%
Total Investment Portfolio - September 2026	**$ 208,952,014**	**$ 205,734,064**	**100%**
Reported Total Investments - June 2026	**$ 252,737,366**	**$ 252,193,647**	
Change from Prior Quarter	**$ (43,785,352)**	**$ (46,459,583)**	
Portfolio Duration	**1.882**		



SUMMARY OF INVESTMENT PORTFOLIO YIELDS
FOR THE LAST 12 MONTHS
As of September 30, 2026

Date	Book Value	Yield
Sep-26	$208,952,014.35	3.753%
Aug-26	$214,167,725.43	3.763%
Jul-26	$215,407,294.79	3.872%
Jun-26	$252,737,366.30	3.657%
May-26	$238,301,526.33	3.740%
Apr-26	$232,742,538.24	3.554%
Mar-26	$225,328,591.57	3.741%
Feb-26	$218,643,320.78	3.599%
Jan-26	$206,094,052.18	3.670%
Dec-25	$205,909,745.35	3.532%
Nov-25	$189,424,797.17	3.583%
Oct-25	$192,607,536.29	3.622%
Average Portfolio Interest Yields		3.674%

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

CITY OF ESCONDIDO
FUNDS MANAGED BY OUTSIDE PARTIES
As of September 30, 2026

Type of Funds / Institution	Market Value	Interest Rate	Type of Investment
BOND FUNDS			
BANK OF NEW YORK:			
1998-1 Rancho San Pasqual Assessment District 00419457	$ -	0.000%	Treasury
1998-1 Rancho San Pasqual Assessment District 00419471	58,521.65	0.000%	Treasury
2013 JPFA Reidy Creek Lease Revenue Bonds (2001 Refunding) 00844523	0.00	0.000%	Treasury
2013 JPFA Reidy Creek Lease Revenue Bonds (2001 Refunding) 00844524	0.30	3.330%	Treasury
2013 Community Facility District - Hidden Trails (2001 Refunding) 00495895	39.14	3.730%	Treasury
2013 Community Facility District - Hidden Trails (2001 Refunding) 00495896	0.00	0.000%	Treasury
2015 Community Facility District - Eureka Ranch (2006 Refunding) 00686531	83.01	3.750%	Treasury
2015 Community Facility District - Eureka Ranch (2006 Refunding) 00686532	440.99	0.000%	Treasury
2015 Community Facility District - Eureka Ranch (2006 Refunding) 00686537	113.72	0.000%	Cash
2015A Wastewater Bond (2004A Refunding) 00479672	13,448.59	0.000%	Dreyfus Cash Management
2015A Wastewater Bond (2004A Refunding) 00479673	0.04	0.000%	Dreyfus Cash Management
2015A Wastewater Bond (2004A Refunding) 00479674	352.92	0.000%	Dreyfus Cash Management
2019 Water Bond (JPFA 19AB) 00766031	940.37	3.510%	Dreyfus Cash Management
2019 Water Bond (JPFA 19AB) 00766038	0.00	0.000%	Dreyfus Cash Management
2019 Water Bond (JPFA 19AB) 00766051	0.57	3.510%	Dreyfus Cash Management
2021A WasteWater Ref Rev	0.00	0.000%	Dreyfus Cash Management
2021 Community Facility District - The Villages 00238487	8,153.76	0.000%	Cash/Treasury
2021 Community Facility District - The Villages 00238488	1,071,180.56	0.000%	Cash/Treasury
2021 Community Facility District - The Villages 00238495	0.00	0.000%	Cash/Treasury
2022 Community Facility District - Eclipse Mountain House 00994224	0.00	0.000%	Cash/Treasury
2022 Community Facility District - Eclipse Mountain House 00994255	223,000.00	0.000%	Cash/Treasury
2022 Community Facility District - Eclipse Mountain House 00994641	8,983.88	0.000%	Cash/Treasury
	$ 1,385,259.50		
SECTION 115 TRUST FUNDS			
PUBLIC AGENCY RETIREMENT SERVICES:			
PARS Post-Employment Benefits Trust	$39,667,234.73	Moderately Conservative HighMark PLUS	
TOTAL FUNDS MANAGED BY OUTSIDE PARTIES	**$41,052,494.23**		

City of Escondido Quarterly Report

City of Escondido (299155)

Quarter End (Q3 Y2026)

07/01/2026 - 09/30/2026

Dated: 10/23/2026

Locked Down

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Dated: 10/23/2026

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Risk Summary - Fixed Income (-94)

07/01/2026 - 09/30/2026

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City of Escondido (299155)

Dated: 10/23/2026

Balance Sheet

Book Value + Accrued	196,466,283.11
Net Unrealized Gain/Loss	-3,217,950.58
Market Value + Accrued	193,248,332.53

Cash and Fixed Income Summary

Risk Metric	*Value*
MMFund	9,701,064.68
Fixed Income	183,547,267.85
Duration	1.882
Convexity	0.030
WAL	1.963
Years to Final Maturity	1.989
Years to Effective Maturity	1.962
Yield	4.855
Book Yield	3.826
Avg Credit Rating	AA-/Aa3/AA-

Issuer Concentration

Issuer	*Ending % of Market Value + Accrued*
USA	60.337%
Other	21.917%
BLAKCROCK	5.020%
The Home Depot, Inc.	3.546%
The Walt Disney Company	2.481%
Mastercard Incorporated	2.465%
U.S. Bancorp	2.121%
JPMorgan Chase & Co.	2.112%
---	**100.000%**

Footnotes: 1,2

Exposure - Asset Class

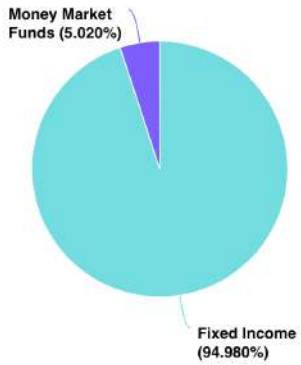

Chart calculated by: Market Value + Accrued

Exposure - Security Type

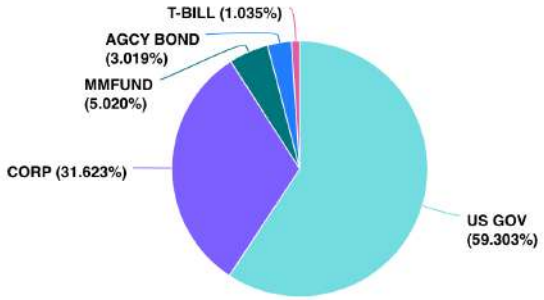

Chart calculated by: Ending Market Value + Accrued

Exposure - Sector

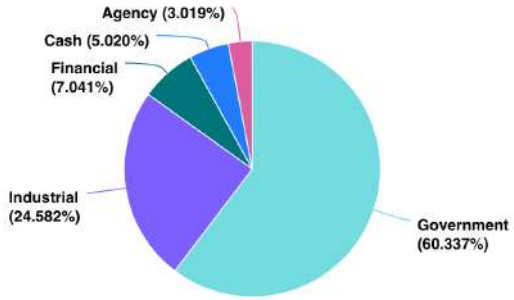

Chart calculated by: Ending Market Value + Accrued

Risk Summary - Fixed Income (-94)

07/01/2026 - 09/30/2026

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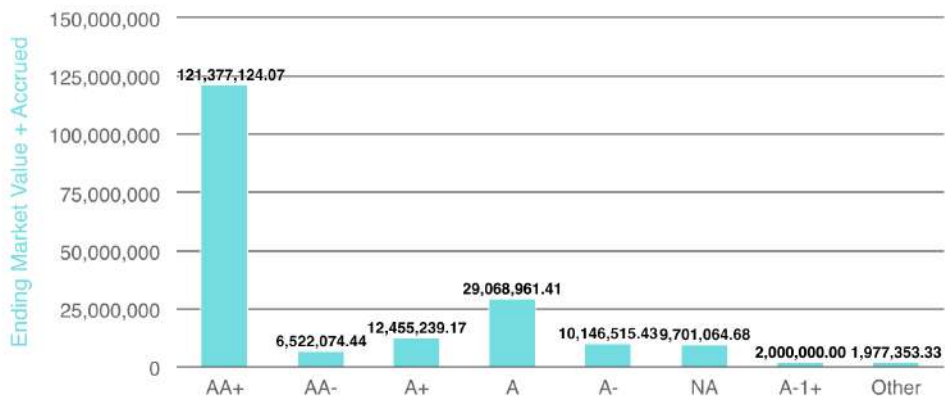
City of Escondido (299155)

Dated: 10/23/2026

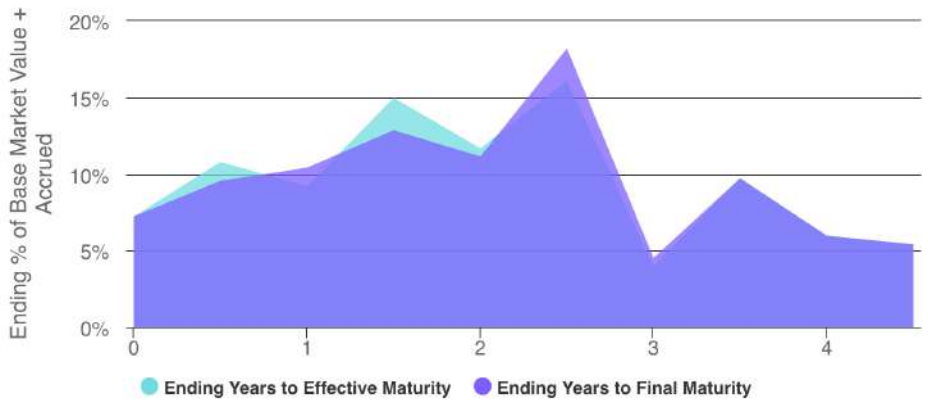
Exposure - Credit Rating



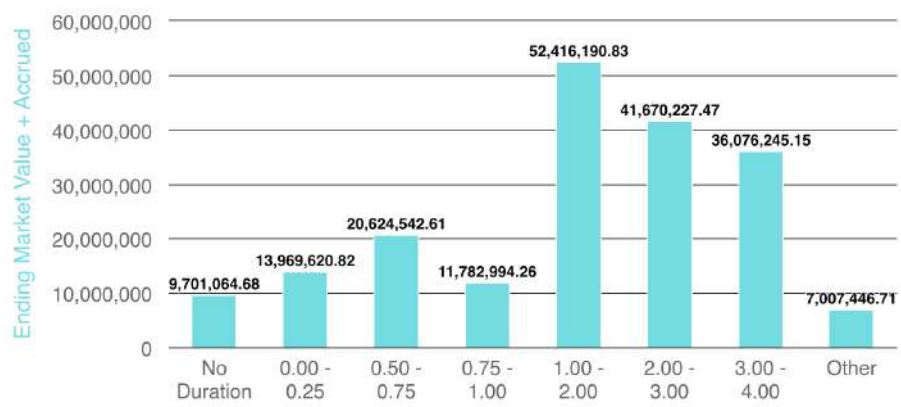
Credit Duration Heat Map

Rating, 0 - 1	*1 - 2, 2 - 3*	*3 - 4, 4 - 5*	*5 - 7, 7 - 10*	*10 - 15, 15 - 30*
AAA 1.035%	0.000% 0.000%	1.023% 0.000%	0.000% 0.000%	0.000% 0.000%
AA 16.987%	22.917% 12.012%	14.268% 0.000%	0.000% 0.000%	0.000% 0.000%
A 8.699%	4.207% 9.551%	3.377% 0.904%	0.000% 0.000%	0.000% 0.000%
BBB 0.000%	0.000% 0.000%	0.000% 0.000%	0.000% 0.000%	0.000% 0.000%
BB 0.000%	0.000% 0.000%	0.000% 0.000%	0.000% 0.000%	0.000% 0.000%
B 0.000%	0.000% 0.000%	0.000% 0.000%	0.000% 0.000%	0.000% 0.000%
CCC 0.000%	0.000% 0.000%	0.000% 0.000%	0.000% 0.000%	0.000% 0.000%
CC 0.000%	0.000% 0.000%	0.000% 0.000%	0.000% 0.000%	0.000% 0.000%
C 0.000%	0.000% 0.000%	0.000% 0.000%	0.000% 0.000%	0.000% 0.000%
NA 0.000%	0.000% 0.000%	0.000% 0.000%	0.000% 0.000%	0.000% 0.000%

Time to Maturity



Exposure - Duration



Risk Summary - Fixed Income (-94)

07/01/2026 - 09/30/2026

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City of Escondido (299155)

Dated: 10/23/2026

Exposure - Industry Sector

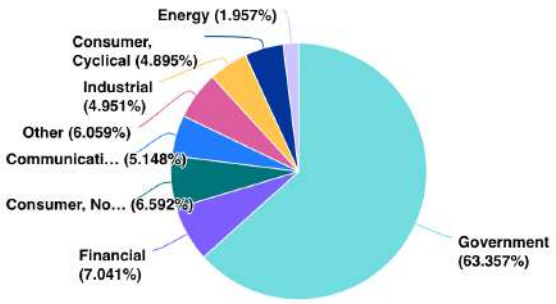

Chart calculated by: Market Value + Accrued

Exposure - Industry Group

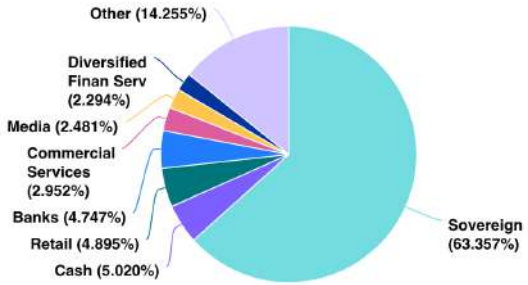

Chart calculated by: Market Value + Accrued

Exposure - Industry Subgroup

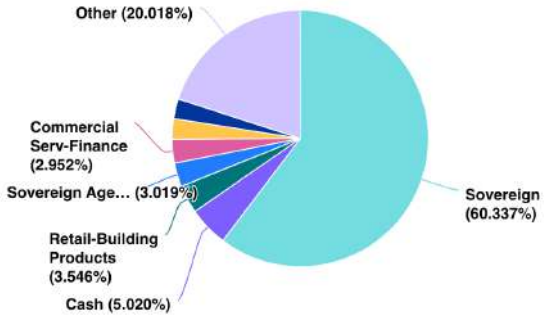

Chart calculated by: Market Value + Accrued

MMF Asset Allocation

Exposure - Currency

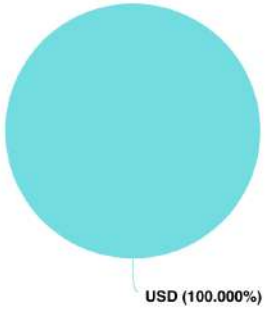

Chart calculated by: Ending Market Value + Accrued

Exposure - Country

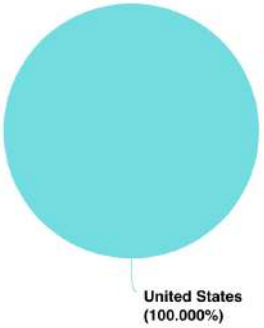

Chart calculated by: Ending Market Value + Accrued

Risk Summary - Fixed Income (-94)

07/01/2026 - 09/30/2026

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City of Escondido (299155)

Dated: 10/23/2026

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

Multiple Benchmarks Comparison (-304)

City of Escondido (299155)

Base Currency: USD As of 09/30/2026

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Dated: 10/23/2026

Account and Primary Benchmark

Account/Index	*Base Market Value + Accrued*	*Trailing Month Total Return, Net of Fees*	*Trailing 3 Months Total Return, Net of Fees*	*Trailing 6 Months Total Return, Net of Fees*	*Trailing 12 Months Total Return, Net of Fees*	*Prior Year Total Return, Net of Fees*	*Prior 3 Years Total Return, Net of Fees*	*Prior 5 Years Total Return, Net of Fees*	*Prior 10 Years Total Return, Net of Fees*
City of Escondido	193,248,332.53	-0.638%	-0.364%	0.143%	1.570%	5.545%	15.231%	---	---
ICE BofA 1-5 Year US Corporate & Government Index	---	-1.045%	-0.893%	-0.474%	0.838%	6.064%	15.608%	---	---

Net of Fees (includes management and trading).

Returns are actual and have not been annualized.

No Tax Adjustment.

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

Reported Index Return is always Total Return.

Risk-Adjusted Comparison (-231)

City of Escondido (299155)

07/01/2026 - 09/30/2026

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Dated: 10/23/2026





Account	*Assigned Index*	*Total Return*	*Index Return*	*Sharpe Ratio*	*Jensen's Alpha*	*Information Ratio*	*Standard Deviation*	*Tracking Error*
City of Escondido	ICE BofA 1-5 Year US Corporate & Government Index	-0.364%	-0.893%	0.085	0.005	0.136	0.068%	0.042%

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

Net of Fees (includes management and trading).

Returns are actual and have not been annualized.

No Tax Adjustment.

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

Reported Index Return is always Total Return.

Exposure - Credit Rating (-31)

As of 09/30/2026

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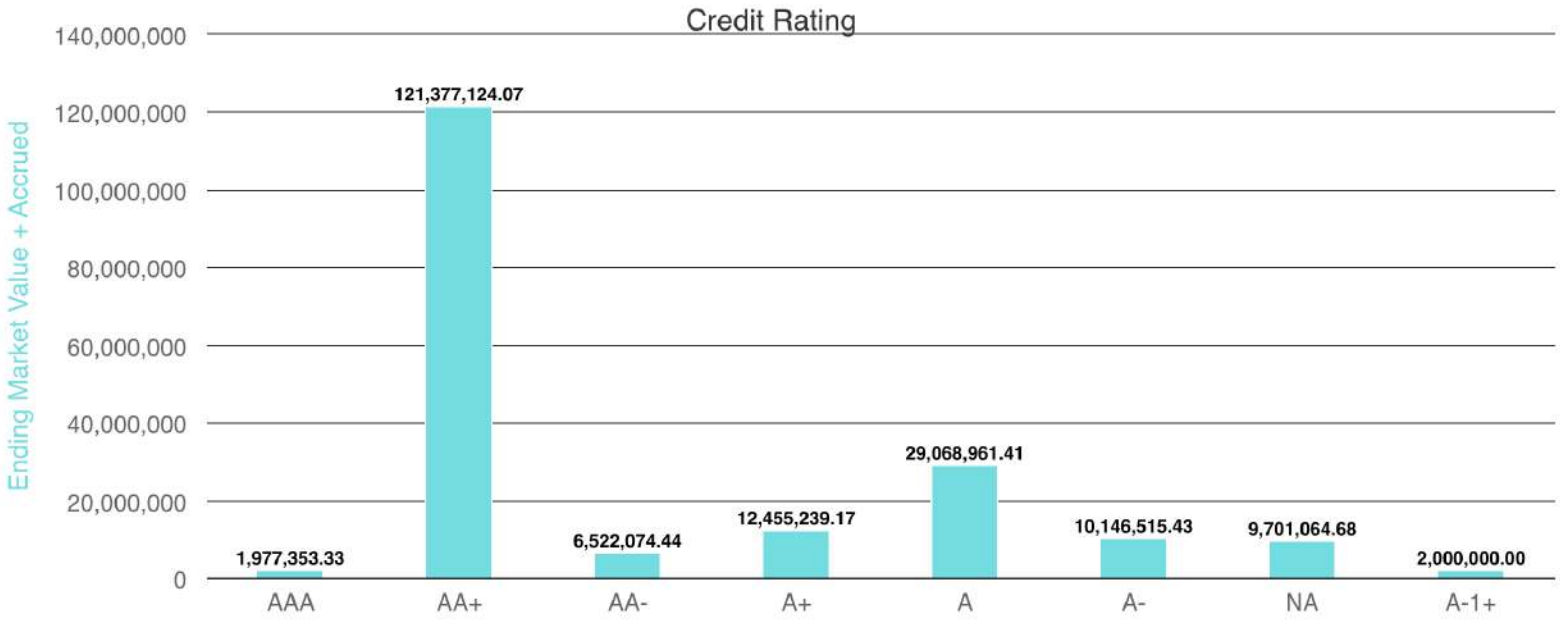
City of Escondido (299155)

Dated: 10/23/2026



AAA

Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	478160DJ0	JOHNSON & JOHNSON	2,000,000.00	USD	03/01/2030	CORP	AAA	Aaa	AAA	NA	1,977,353.33
City of Escondido	**478160DJ0**	**JOHNSON & JOHNSON**	**2,000,000.00**	**USD**	**03/01/2030**	**CORP**	**AAA**	**Aaa**	**AAA**	**NA**	**1,977,353.33**

AA+

Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	037833EH9	APPLE INC.	1,000,000.00	USD	08/05/2028	CORP	AA+	Aaa	AA+	NA	941,557.78
City of Escondido	3130BA2S5	FEDERAL HOME LOAN BANKS	4,000,000.00	USD	03/25/2031	AGCY BOND	AA+	Aa1	AA+	AA+	3,905,440.00
City of Escondido	3133EMAC6	FEDERAL FARM CREDIT BANKS FUNDING CORP	1,000,000.00	USD	09/21/2027	AGCY BOND	AA+	Aa1	AA+	AA+	963,688.33
City of Escondido	3135G05Y5	FEDERAL NATIONAL MORTGAGE ASSOCIATION	1,000,000.00	USD	10/08/2027	AGCY BOND	AA+	Aa1	AA+	AA+	965,274.17
City of Escondido	9128285M8	UNITED STATES TREASURY	4,000,000.00	USD	11/15/2028	US GOV	AA+	Aa1	AA+	AA+	3,905,334.67
City of Escondido	9128286B1	UNITED STATES TREASURY	3,000,000.00	USD	02/15/2029	US GOV	AA+	Aa1	AA+	AA+	2,855,617.74
City of Escondido	912828V98	UNITED STATES TREASURY	1,160,000.00	USD	02/15/2027	US GOV	AA+	Aa1	AA+	AA+	1,154,633.42
City of Escondido	912828Z94	UNITED STATES TREASURY	2,000,000.00	USD	02/15/2030	US GOV	AA+	Aa1	AA+	AA+	1,787,431.52
City of Escondido	912828ZV5	UNITED STATES TREASURY	3,000,000.00	USD	06/30/2027	US GOV	AA+	Aa1	AA+	AA+	2,917,360.76
City of Escondido	91282CAD3	UNITED STATES TREASURY	2,000,000.00	USD	07/31/2027	US GOV	AA+	Aa1	AA+	AA+	1,933,903.59
City of Escondido	91282CAY7	UNITED STATES TREASURY	2,000,000.00	USD	11/30/2027	US GOV	AA+	Aa1	AA+	AA+	1,912,800.82
City of Escondido	91282CBJ9	UNITED STATES TREASURY	1,000,000.00	USD	01/31/2028	US GOV	AA+	Aa1	AA+	AA+	950,013.59
City of Escondido	91282CDF5	UNITED STATES TREASURY	3,000,000.00	USD	10/31/2028	US GOV	AA+	Aa1	AA+	AA+	2,809,842.23
City of Escondido	91282CDG3	UNITED STATES TREASURY	5,000,000.00	USD	10/31/2026	US GOV	AA+	Aa1	AA+	AA+	5,010,339.40
City of Escondido	91282CDG3	UNITED STATES TREASURY	400,000.00	USD	10/31/2026	US GOV	AA+	Aa1	AA+	AA+	400,827.15
City of Escondido	91282CDG3	UNITED STATES TREASURY	1,000,000.00	USD	10/31/2026	US GOV	AA+	Aa1	AA+	AA+	1,[illegible]
City of Escondido	91282CDG3	UNITED STATES TREASURY	500,000.00	USD	10/31/2026	US GOV	AA+	Aa1	AA+	AA+	[illegible]

Exposure - Credit Rating (-31)

City of Escondido (299155)

As of 09/30/2026

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Dated: 10/23/2026

Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	91282CDG3	UNITED STATES TREASURY	2,000,000.00	USD	10/31/2026	US GOV	AA+	Aa1	AA+	AA+	2,004,135.76
City of Escondido	91282CEN7	UNITED STATES TREASURY	2,000,000.00	USD	04/30/2027	US GOV	AA+	Aa1	AA+	AA+	2,004,316.30
City of Escondido	91282CES6	UNITED STATES TREASURY	3,000,000.00	USD	05/31/2029	US GOV	AA+	Aa1	AA+	AA+	2,862,845.41
City of Escondido	91282CEV9	UNITED STATES TREASURY	2,000,000.00	USD	06/30/2029	US GOV	AA+	Aa1	AA+	AA+	1,928,386.63
City of Escondido	91282CEV9	UNITED STATES TREASURY	3,000,000.00	USD	06/30/2029	US GOV	AA+	Aa1	AA+	AA+	2,892,579.95
City of Escondido	91282CEW7	UNITED STATES TREASURY	3,000,000.00	USD	06/30/2027	US GOV	AA+	Aa1	AA+	AA+	2,997,819.95
City of Escondido	91282CFB2	UNITED STATES TREASURY	2,000,000.00	USD	07/31/2027	US GOV	AA+	Aa1	AA+	AA+	1,980,126.30
City of Escondido	91282CFB2	UNITED STATES TREASURY	1,000,000.00	USD	07/31/2027	US GOV	AA+	Aa1	AA+	AA+	990,063.15
City of Escondido	91282CFB2	UNITED STATES TREASURY	3,000,000.00	USD	07/31/2027	US GOV	AA+	Aa1	AA+	AA+	2,970,189.46
City of Escondido	91282CFB2	UNITED STATES TREASURY	1,000,000.00	USD	07/31/2027	US GOV	AA+	Aa1	AA+	AA+	990,063.15
City of Escondido	91282CFH9	UNITED STATES TREASURY	1,000,000.00	USD	08/31/2027	US GOV	AA+	Aa1	AA+	AA+	989,686.10
City of Escondido	91282CFJ5	UNITED STATES TREASURY	2,000,000.00	USD	08/31/2029	US GOV	AA+	Aa1	AA+	AA+	1,904,892.21
City of Escondido	91282CFL0	UNITED STATES TREASURY	2,000,000.00	USD	09/30/2029	US GOV	AA+	Aa1	AA+	AA+	1,938,172.91
City of Escondido	91282CFU0	UNITED STATES TREASURY	2,000,000.00	USD	10/31/2027	US GOV	AA+	Aa1	AA+	AA+	2,023,344.46
City of Escondido	91282CFU0	UNITED STATES TREASURY	1,000,000.00	USD	10/31/2027	US GOV	AA+	Aa1	AA+	AA+	1,011,672.23
City of Escondido	91282CGB1	UNITED STATES TREASURY	3,000,000.00	USD	12/31/2029	US GOV	AA+	Aa1	AA+	AA+	2,927,198.40
City of Escondido	91282CGC9	UNITED STATES TREASURY	4,000,000.00	USD	12/31/2027	US GOV	AA+	Aa1	AA+	AA+	3,998,091.20
City of Escondido	91282CGJ4	UNITED STATES TREASURY	2,000,000.00	USD	01/31/2030	US GOV	AA+	Aa1	AA+	AA+	1,919,133.48
City of Escondido	91282CGP0	UNITED STATES TREASURY	1,000,000.00	USD	02/29/2028	US GOV	AA+	Aa1	AA+	AA+	992,915.41
City of Escondido	91282CGP0	UNITED STATES TREASURY	2,000,000.00	USD	02/29/2028	US GOV	AA+	Aa1	AA+	AA+	1,985,830.83
City of Escondido	91282CGT2	UNITED STATES TREASURY	5,000,000.00	USD	03/31/2028	US GOV	AA+	Aa1	AA+	AA+	4,916,147.94
City of Escondido	91282CHA2	UNITED STATES TREASURY	1,000,000.00	USD	04/30/2028	US GOV	AA+	Aa1	AA+	AA+	994,726.74
City of Escondido	91282CHA2	UNITED STATES TREASURY	2,000,000.00	USD	04/30/2028	US GOV	AA+	Aa1	AA+	AA+	1,989,453.48
City of Escondido	91282CHE4	UNITED STATES TREASURY	2,000,000.00	USD	05/31/2028	US GOV	AA+	Aa1	AA+	AA+	1,985,844.75
City of Escondido	91282CHJ3	UNITED STATES TREASURY	5,000,000.00	USD	06/30/2030	US GOV	AA+	Aa1	AA+	AA+	4,826,484.51
City of Escondido	91282CHK0	UNITED STATES TREASURY	2,000,000.00	USD	06/30/2028	US GOV	AA+	Aa1	AA+	AA+	1,992,097.39
City of Escondido	91282CHK0	UNITED STATES TREASURY	3,000,000.00	USD	06/30/2028	US GOV	AA+	Aa1	AA+	AA+	2,988,146.09
City of Escondido	91282CHQ7	UNITED STATES TREASURY	3,000,000.00	USD	07/31/2028	US GOV	AA+	Aa1	AA+	AA+	2,982,659.18
City of Escondido	91282CJA0	UNITED STATES TREASURY	3,000,000.00	USD	09/30/2028	US GOV	AA+	Aa1	AA+	AA+	2,985,141.18
City of Escondido	91282CJR3	UNITED STATES TREASURY	3,000,000.00	USD	12/31/2028	US GOV	AA+	Aa1	AA+	AA+	2,953,670.71
City of Escondido	91282CJR3	UNITED STATES TREASURY	2,000,000.00	USD	12/31/2028	US GOV	AA+	Aa1	AA+	AA+	1,969,113.80
City of Escondido	91282CKG5	UNITED STATES TREASURY	1,000,000.00	USD	03/31/2029	US GOV	AA+	Aa1	AA+	AA+	980,703.32
City of Escondido	91282CLS8	UNITED STATES TREASURY	3,000,000.00	USD	10/31/2026	US GOV	AA+	Aa1	AA+	AA+	3,051,216.68
City of Escondido	91282CNN7	UNITED STATES TREASURY	3,000,000.00	USD	07/31/2030	US GOV	AA+	Aa1	AA+	AA+	2,897,485.60
City of Escondido	91282CNX5	UNITED STATES TREASURY	1,000,000.00	USD	08/31/2030	US GOV	AA+	Aa1	AA+	AA+	952,514.28
City of Escondido	91282CNY3	UNITED STATES TREASURY	3,000,000.00	USD	09/15/2028	US GOV	AA+	Aa1	AA+	AA+	2,920,565.14
City of Escondido	91282CPA3	UNITED STATES TREASURY	2,000,000.00	USD	09/30/2030	US GOV	AA+	Aa1	AA+	AA+	1,897,319.18
City of Escondido	91282CPW5	UNITED STATES TREASURY	3,000,000.00	USD	01/31/2031	US GOV	AA+	Aa1	AA+	AA+	2,865,203.80
City of Escondido	**---**	**---**	**124,060,000.00**	**USD**	**09/08/2028**	**---**	**AA+**	**Aa1**	**AA+**	**AA+**	**121,377,124.07**

AA-

Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	166756BJ4	CHEVRON USA INC	2,000,000.00	USD	10/15/2030	CORP	AA-	Aa2	AA-	NA	1,970,015.56
City of Escondido	166764BY5	CHEVRON CORP	2,000,000.00	USD	05/11/2030	CORP	AA-	Aa2	AA-	NA	1,811,091.11
City of Escondido	22160KAP0	COSTCO WHOLESALE CORP	2,000,000.00	USD	04/20/2030	CORP	AA-	Aa3	AA	AA	1,777,611.11
City of Escondido	30303MAB8	META PLATFORMS INC	1,000,000.00	USD	11/15/2030	CORP	AA-	Aa3	AA-	NA	963,356.67
City of Escondido	**---**	**---**	**7,000,000.00**	**USD**	**07/19/2030**	**CORP**	**AA-**	**Aa2**	**AA-**	**AA**	**6,522,074.44**

Exposure - Credit Rating (-31)

As of 09/30/2026

Return to Table of Contents

City of Escondido (299155)

Dated: 10/23/2026

A+

Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	00724PAF6	ADOBE INC	1,000,000.00	USD	04/04/2029	CORP	A+	A1	A+	NA	1,013,960.00
City of Escondido	023135BR6	AMAZON.COM INC	500,000.00	USD	06/03/2027	CORP	A+	A1	AA	AA-	490,591.67
City of Escondido	023135BS4	AMAZON.COM INC	2,000,000.00	USD	06/03/2030	CORP	A+	A1	AA	AA-	1,747,573.33
City of Escondido	023135CP9	AMAZON.COM INC	1,000,000.00	USD	12/01/2027	CORP	A+	A1	AA	AA-	1,012,016.67
City of Escondido	17325FBK3	CITIBANK NA	1,000,000.00	USD	08/06/2029	CORP	A+	Aa3	A+	AA-	994,101.39
City of Escondido	191216CU2	COCA-COLA CO	1,500,000.00	USD	06/01/2027	CORP	A+	A1	A+	WR	1,476,245.00
City of Escondido	57636QAM6	MASTERCARD INCORPORATED	1,000,000.00	USD	06/01/2029	CORP	A+	Aa3	A+	NA	952,813.33
City of Escondido	57636QAM6	MASTERCARD INCORPORATED	4,000,000.00	USD	06/01/2029	CORP	A+	Aa3	A+	NA	3,811,253.33
City of Escondido	58933YBQ7	MERCK & CO INC	1,000,000.00	USD	09/15/2030	CORP	A+	Aa3	A+	NA	956,684.44
City of Escondido	**---**	**---**	**13,000,000.00**	**USD**	**03/21/2029**	**CORP**	**A+**	**Aa3**	**A+**	**AA-**	**12,455,239.17**

A

Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	06406RBG1	BANK OF NEW YORK MELLON CORP	2,000,000.00	USD	06/13/2028	CORP	A	Aa3	A	AA-	2,008,192.00
City of Escondido	12189LBA8	BURLINGTON NORTHERN SANTA FE LLC	2,000,000.00	USD	06/15/2027	CORP	A	A2	AA-	NA	1,997,578.89
City of Escondido	14913R2U0	CATERPILLAR FINANCIAL SERVICES CORP	800,000.00	USD	01/08/2027	CORP	A	A1	A	A+	797,463.56
City of Escondido	14913UAU4	CATERPILLAR FINANCIAL SERVICES CORP	1,000,000.00	USD	11/15/2029	CORP	A	A1	A	A+	1,000,205.56
City of Escondido	14913UBH2	CATERPILLAR FINANCIAL SERVICES CORP	2,000,000.00	USD	01/08/2031	CORP	A	A1	A	A+	1,918,596.11
City of Escondido	24422EWA3	JOHN DEERE CAPITAL CORP	800,000.00	USD	01/11/2027	CORP	A	A1	A	A+	796,278.22
City of Escondido	254687FL5	THE WALT DISNEY COMPANY	1,000,000.00	USD	09/01/2029	CORP	A	A2	A	WR	915,676.67
City of Escondido	254687GC4	THE WALT DISNEY COMPANY	4,000,000.00	USD	03/14/2029	CORP	A	A2	A	NA	3,878,563.33
City of Escondido	437076BY7	THE HOME DEPOT, INC.	1,000,000.00	USD	06/15/2029	CORP	A	A2	A	A	950,476.11
City of Escondido	437076DC3	HOME DEPOT INC	1,000,000.00	USD	06/25/2029	CORP	A	A2	A	A	1,000,026.67
City of Escondido	437076DC3	HOME DEPOT INC	3,000,000.00	USD	06/25/2029	CORP	A	A2	A	A	3,000,080.00
City of Escondido	437076DJ8	THE HOME DEPOT, INC.	2,000,000.00	USD	09/15/2030	CORP	A	A2	A	A	1,902,951.11
City of Escondido	438516CE4	HONEYWELL INTERNATIONAL INC	700,000.00	USD	03/01/2027	CORP	A	A2	A	A	690,365.67
City of Escondido	46647PDA1	JPMORGAN CHASE & CO	3,000,000.00	USD	04/26/2028	CORP	A	A1	A	AA-	3,042,428.75
City of Escondido	46647PDX1	JPMORGAN CHASE & CO	1,000,000.00	USD	10/23/2029	CORP	A	A1	A	AA-	1,038,775.17
City of Escondido	665859AW4	NORTHERN TRUST CORP	670,000.00	USD	05/10/2027	CORP	A	A2	A+	A+	678,151.67
City of Escondido	87612EBM7	TARGET CORP	180,000.00	USD	01/15/2027	CORP	A	A2	A	WR	179,504.40
City of Escondido	87612EBM7	TARGET CORP	650,000.00	USD	01/15/2027	CORP	A	A2	A	WR	648,210.33
City of Escondido	91324PDK5	UNITEDHEALTH GROUP INC	2,000,000.00	USD	06/15/2028	CORP	A	A2	A+	A	1,980,312.22
City of Escondido	91324PEG3	UNITEDHEALTH GROUP INC	200,000.00	USD	05/15/2027	CORP	A	A2	A+	A	201,601.56
City of Escondido	91324PEG3	UNITEDHEALTH GROUP INC	440,000.00	USD	05/15/2027	CORP	A	A2	A+	A	443,523.42
City of Escondido	**---**	**---**	**29,440,000.00**	**USD**	**11/24/2028**	**CORP**	**A**	**A2**	**A**	**A+**	**29,068,961.41**

A-

Account	Identifier	Description	Ending Current Units	Currency	Ending Final Maturity	Security Type	Rating	Moody's Rating	S&P Rating	Fitch Rating	Ending Market Value + Accrued
City of Escondido	459200KM2	INTERNATIONAL BUSINESS MACHINES CORP	1,000,000.00	USD	02/09/2027	CORP	A-	A3	A-	A-	994,297.78
City of Escondido	70450YAE3	PAYPAL HOLDINGS INC	1,000,000.00	USD	10/01/2029	CORP	A-	A3	A-	A-	939,890.00
City of Escondido	808513BS3	THE CHARLES SCHWAB CORPORATION	2,000,000.00	USD	05/13/2031	CORP	A-	A2	A-	A	1,746,693.33
City of Escondido	91159HJM3	US BANCORP	4,000,000.00	USD	06/12/2029	CORP	A-	A3	A	A	4,098,901.67
City of Escondido	94106LBX6	WASTE MANAGEMENT INC	2,335,000.00	USD	07/03/2027	CORP	A-	A3	A-	A-	2,366,732.65
City of Escondido	**---**	**---**	**10,335,000.00**	**USD**	**02/13/2029**	**CORP**	**A-**	**A3**	**A-**	**A**	**10,146,515.43**

Exposure - Credit Rating (-31)

As of 09/30/2026

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City of Escondido (299155)

Dated: 10/23/2026

NA

Account	*Identifier*	*Description*	*Ending Current Units*	*Currency*	*Ending Final Maturity*	*Security Type*	*Rating*	*Moody's Rating*	*S&P Rating*	*Fitch Rating*	*Ending Market Value + Accrued*
City of Escondido	X9USDBRD2	BLACKROCK FED TRST DOLR SHR FD 102	9,701,064.68	USD	09/30/2026	MMFUND	NA	NA	NA	NA	9,701,064.68
City of Escondido	**X9USDBRD2**	**BLACKROCK FED TRST DOLR SHR FD 102**	**9,701,064.68**	**USD**	**09/30/2026**	**MMFUND**	**NA**	**NA**	**NA**	**NA**	**9,701,064.68**

A-1+

Account	*Identifier*	*Description*	*Ending Current Units*	*Currency*	*Ending Final Maturity*	*Security Type*	*Rating*	*Moody's Rating*	*S&P Rating*	*Fitch Rating*	*Ending Market Value + Accrued*
City of Escondido	912797SA6	UNITED STATES TREASURY	2,000,000.00	USD	10/01/2026	T-BILL	A-1+	P-1	A-1+	F1+	2,000,000.00
City of Escondido	**912797SA6**	**UNITED STATES TREASURY**	**2,000,000.00**	**USD**	**10/01/2026**	**T-BILL**	**A-1+**	**P-1**	**A-1+**	**F1+**	**2,000,000.00**

Summary

Account	*Identifier*	*Description*	*Ending Current Units*	*Currency*	*Ending Final Maturity*	*Security Type*	*Rating*	*Moody's Rating*	*S&P Rating*	*Fitch Rating*	*Ending Market Value + Accrued*
City of Escondido	**---**	**---**	**197,536,064.68**	**USD**	**09/26/2028**	**---**	**AA-**	**Aa3**	**AA-**	**AA**	**193,248,332.53**

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

Overview (-34)

07/01/2026 - 09/30/2026

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City of Escondido (299155)

Dated: 10/23/2026

Compliance Overview

Status	Compliant
As of	09/30/2026

Reconciliation Status

Status	Reconciled
Last Reconciled For	10/22/2026

Cash and Fixed Income Summary

Risk Metric	*Value*
MMFund	9,701,064.68
Fixed Income	183,547,267.85
Duration	1.882
Convexity	0.030
WAL	1.963
Years to Final Maturity	1.989
Years to Effective Maturity	1.962
Yield	4.855
Book Yield	3.826
Avg Credit Rating	AA-/Aa3/AA-

Balance Sheet

Field	*Value*
Book Value + Accrued	196,466,283.11
Net Unrealized Gain/Loss	-3,217,950.58
Market Value + Accrued	193,248,332.53

Summary



Overview (-34)

07/01/2026 - 09/30/2026

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City of Escondido (299155)

Dated: 10/23/2026

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

Returns (-229)

07/01/2026 - 09/30/2026

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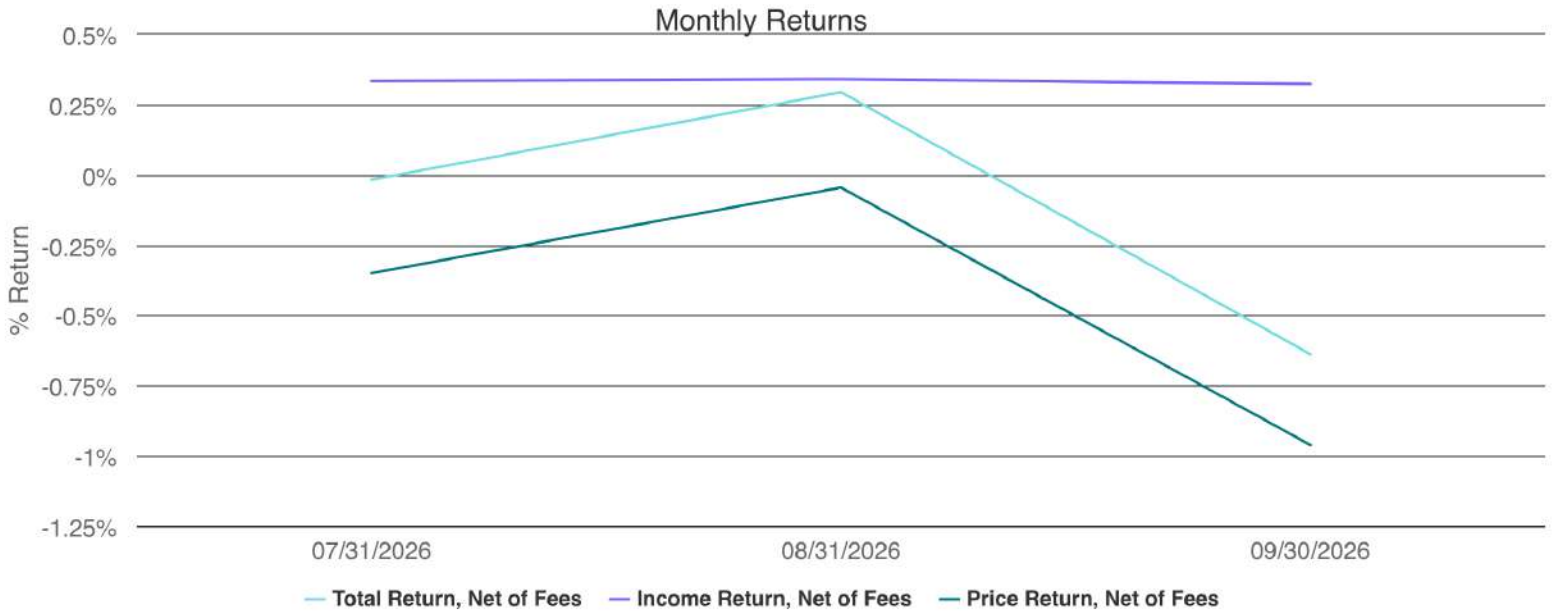
City of Escondido (299155)

Dated: 10/23/2026



Period Begin	*Period End*	*Total Return, Net of Fees*	*Income Return, Net of Fees*	*Price Return, Net of Fees*
07/01/2026	07/31/2026	-0.018%	0.333%	-0.350%
08/01/2026	08/31/2026	0.294%	0.339%	-0.046%
09/01/2026	09/30/2026	-0.638%	0.323%	-0.961%
---	---	---	---	---

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

Net of Fees (includes management and trading).

Returns are actual and have not been annualized.

No Tax Adjustment.

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

Comparison (-227)

City of Escondido (299155)

As of 09/30/2026

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Dated: 10/23/2026

Account/Index	*Base Market Value + Accrued*	*Trailing Month Total Return, Net of Fees*	*Trailing 3 Months Total Return, Net of Fees*	*Trailing 6 Months Total Return, Net of Fees*	*Trailing 12 Months Total Return, Net of Fees*	*Trailing 12 Months Information Ratio, Net of Fees*	*Trailing 12 Months Sharpe Ratio, Net of Fees*	*Trailing 12 Months Jensen"s Alpha, Net of Fees*	*Trailing 12 Months Standard Deviation, Net of Fees*	*Trailing 12 Months Tracking Error, Net of Fees*
ICE BofA 1-5 Year US Corporate & Government Index	**---**	**-1.045%**	**-0.893%**	**-0.474%**	**0.838%**	**---**	**---**	**---**	**0.092%**	**---**
City of Escondido	193,248,332.53	-0.638%	-0.364%	0.143%	1.570%	0.052	0.029	0.007	0.067%	0.038%

Net of Fees (includes management and trading).

Returns are actual and have not been annualized.

No Tax Adjustment.

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

Reported Index Return is always Total Return.

Exposure - Security Type (-9)

As of 09/30/2026

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City of Escondido (299155)

Dated: 10/23/2026

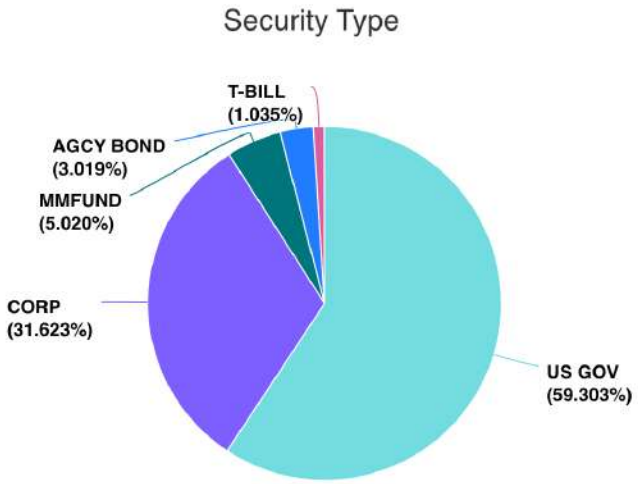

Chart calculated by: Ending Market Value + Accrued

US GOV

Account	*Identifier*	*Description*	*Ending Current Units*	*Currency*	*Final Maturity*	*Security Type*	*Ending Market Value + Accrued*
City of Escondido	9128285M8	UNITED STATES TREASURY	4,000,000.00	USD	11/15/2028	US GOV	3,905,334.67
City of Escondido	9128286B1	UNITED STATES TREASURY	3,000,000.00	USD	02/15/2029	US GOV	2,855,617.74
City of Escondido	912828V98	UNITED STATES TREASURY	1,160,000.00	USD	02/15/2027	US GOV	1,154,633.42
City of Escondido	912828Z94	UNITED STATES TREASURY	2,000,000.00	USD	02/15/2030	US GOV	1,787,431.52
City of Escondido	912828ZV5	UNITED STATES TREASURY	3,000,000.00	USD	06/30/2027	US GOV	2,917,360.76
City of Escondido	91282CAD3	UNITED STATES TREASURY	2,000,000.00	USD	07/31/2027	US GOV	1,933,903.59
City of Escondido	91282CAY7	UNITED STATES TREASURY	2,000,000.00	USD	11/30/2027	US GOV	1,912,800.82
City of Escondido	91282CBJ9	UNITED STATES TREASURY	1,000,000.00	USD	01/31/2028	US GOV	950,013.59
City of Escondido	91282CDF5	UNITED STATES TREASURY	3,000,000.00	USD	10/31/2028	US GOV	2,809,842.23
City of Escondido	91282CDG3	UNITED STATES TREASURY	5,000,000.00	USD	10/31/2026	US GOV	5,010,339.40
City of Escondido	91282CDG3	UNITED STATES TREASURY	400,000.00	USD	10/31/2026	US GOV	400,827.15
City of Escondido	91282CDG3	UNITED STATES TREASURY	1,000,000.00	USD	10/31/2026	US GOV	1,002,067.88
City of Escondido	91282CDG3	UNITED STATES TREASURY	500,000.00	USD	10/31/2026	US GOV	501,033.94
City of Escondido	91282CDG3	UNITED STATES TREASURY	2,000,000.00	USD	10/31/2026	US GOV	2,004,135.76
City of Escondido	91282CEN7	UNITED STATES TREASURY	2,000,000.00	USD	04/30/2027	US GOV	2,004,316.30
City of Escondido	91282CES6	UNITED STATES TREASURY	3,000,000.00	USD	05/31/2029	US GOV	2,862,845.41
City of Escondido	91282CEV9	UNITED STATES TREASURY	2,000,000.00	USD	06/30/2029	US GOV	1,928,386.63
City of Escondido	91282CEV9	UNITED STATES TREASURY	3,000,000.00	USD	06/30/2029	US GOV	2,892,579.95
City of Escondido	91282CEW7	UNITED STATES TREASURY	3,000,000.00	USD	06/30/2027	US GOV	2,997,819.95
City of Escondido	91282CFB2	UNITED STATES TREASURY	2,000,000.00	USD	07/31/2027	US GOV	1,980,126.30
City of Escondido	91282CFB2	UNITED STATES TREASURY	1,000,000.00	USD	07/31/2027	US GOV	990,063.15
City of Escondido	91282CFB2	UNITED STATES TREASURY	3,000,000.00	USD	07/31/2027	US GOV	2,970,189.46
City of Escondido	91282CFB2	UNITED STATES TREASURY	1,000,000.00	USD	07/31/2027	US GOV	990,063.15
City of Escondido	91282CFH9	UNITED STATES TREASURY	1,000,000.00	USD	08/31/2027	US GOV	[illegible]

Exposure - Security Type (-9)

City of Escondido (299155)

As of 09/30/2026

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Dated: 10/23/2026

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	91282CFJ5	UNITED STATES TREASURY	2,000,000.00	USD	08/31/2029	US GOV	1,904,892.21
City of Escondido	91282CFL0	UNITED STATES TREASURY	2,000,000.00	USD	09/30/2029	US GOV	1,938,172.91
City of Escondido	91282CFU0	UNITED STATES TREASURY	2,000,000.00	USD	10/31/2027	US GOV	2,023,344.46
City of Escondido	91282CFU0	UNITED STATES TREASURY	1,000,000.00	USD	10/31/2027	US GOV	1,011,672.23
City of Escondido	91282CGB1	UNITED STATES TREASURY	3,000,000.00	USD	12/31/2029	US GOV	2,927,198.40
City of Escondido	91282CGC9	UNITED STATES TREASURY	4,000,000.00	USD	12/31/2027	US GOV	3,998,091.20
City of Escondido	91282CGJ4	UNITED STATES TREASURY	2,000,000.00	USD	01/31/2030	US GOV	1,919,133.48
City of Escondido	91282CGP0	UNITED STATES TREASURY	1,000,000.00	USD	02/29/2028	US GOV	992,915.41
City of Escondido	91282CGP0	UNITED STATES TREASURY	2,000,000.00	USD	02/29/2028	US GOV	1,985,830.83
City of Escondido	91282CGT2	UNITED STATES TREASURY	5,000,000.00	USD	03/31/2028	US GOV	4,916,147.94
City of Escondido	91282CHA2	UNITED STATES TREASURY	1,000,000.00	USD	04/30/2028	US GOV	994,726.74
City of Escondido	91282CHA2	UNITED STATES TREASURY	2,000,000.00	USD	04/30/2028	US GOV	1,989,453.48
City of Escondido	91282CHE4	UNITED STATES TREASURY	2,000,000.00	USD	05/31/2028	US GOV	1,985,844.75
City of Escondido	91282CHJ3	UNITED STATES TREASURY	5,000,000.00	USD	06/30/2030	US GOV	4,826,484.51
City of Escondido	91282CHK0	UNITED STATES TREASURY	2,000,000.00	USD	06/30/2028	US GOV	1,992,097.39
City of Escondido	91282CHK0	UNITED STATES TREASURY	3,000,000.00	USD	06/30/2028	US GOV	2,988,146.09
City of Escondido	91282CHQ7	UNITED STATES TREASURY	3,000,000.00	USD	07/31/2028	US GOV	2,982,659.18
City of Escondido	91282CJA0	UNITED STATES TREASURY	3,000,000.00	USD	09/30/2028	US GOV	2,985,141.18
City of Escondido	91282CJR3	UNITED STATES TREASURY	3,000,000.00	USD	12/31/2028	US GOV	2,953,670.71
City of Escondido	91282CJR3	UNITED STATES TREASURY	2,000,000.00	USD	12/31/2028	US GOV	1,969,113.80
City of Escondido	91282CKG5	UNITED STATES TREASURY	1,000,000.00	USD	03/31/2029	US GOV	980,703.32
City of Escondido	91282CLS8	UNITED STATES TREASURY	3,000,000.00	USD	10/31/2026	US GOV	3,051,216.68
City of Escondido	91282CNN7	UNITED STATES TREASURY	3,000,000.00	USD	07/31/2030	US GOV	2,897,485.60
City of Escondido	91282CNX5	UNITED STATES TREASURY	1,000,000.00	USD	08/31/2030	US GOV	952,514.28
City of Escondido	91282CNY3	UNITED STATES TREASURY	3,000,000.00	USD	09/15/2028	US GOV	2,920,565.14
City of Escondido	91282CPA3	UNITED STATES TREASURY	2,000,000.00	USD	09/30/2030	US GOV	1,897,319.18
City of Escondido	91282CPW5	UNITED STATES TREASURY	3,000,000.00	USD	01/31/2031	US GOV	2,865,203.80
City of Escondido	**---**	**UNITED STATES TREASURY**	**117,060,000.00**	**USD**	**08/13/2028**	**US GOV**	**114,601,163.79**

CORP

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	00724PAF6	ADOBE INC	1,000,000.00	USD	04/04/2029	CORP	1,013,960.00
City of Escondido	023135BR6	AMAZON.COM INC	500,000.00	USD	06/03/2027	CORP	490,591.67
City of Escondido	023135BS4	AMAZON.COM INC	2,000,000.00	USD	06/03/2030	CORP	1,747,573.33
City of Escondido	023135CP9	AMAZON.COM INC	1,000,000.00	USD	12/01/2027	CORP	1,012,016.67
City of Escondido	037833EH9	APPLE INC.	1,000,000.00	USD	08/05/2028	CORP	941,557.78
City of Escondido	06406RBG1	BANK OF NEW YORK MELLON CORP	2,000,000.00	USD	06/13/2028	CORP	2,008,192.00
City of Escondido	12189LBA8	BURLINGTON NORTHERN SANTA FE LLC	2,000,000.00	USD	06/15/2027	CORP	1,997,578.89
City of Escondido	14913R2U0	CATERPILLAR FINANCIAL SERVICES CORP	800,000.00	USD	01/08/2027	CORP	797,463.56
City of Escondido	14913UAU4	CATERPILLAR FINANCIAL SERVICES CORP	1,000,000.00	USD	11/15/2029	CORP	1,000,205.56
City of Escondido	14913UBH2	CATERPILLAR FINANCIAL SERVICES CORP	2,000,000.00	USD	01/08/2031	CORP	1,918,596.11
City of Escondido	166756BJ4	CHEVRON USA INC	2,000,000.00	USD	10/15/2030	CORP	1,970,015.56
City of Escondido	166764BY5	CHEVRON CORP	2,000,000.00	USD	05/11/2030	CORP	1,811,091.11
City of Escondido	17325FBK3	CITIBANK NA	1,000,000.00	USD	08/06/2029	CORP	994,101.39
City of Escondido	191216CU2	COCA-COLA CO	1,500,000.00	USD	06/01/2027	CORP	1,476,245.00
City of Escondido	22160KAP0	COSTCO WHOLESALE CORP	2,000,000.00	USD	04/20/2030	CORP	1,777,611.11
City of Escondido	24422EWA3	JOHN DEERE CAPITAL CORP	800,000.00	USD	01/11/2027	CORP	796,278.22
City of Escondido	254687FL5	THE WALT DISNEY COMPANY	1,000,000.00	USD	09/01/2029	CORP	915,676.67
City of Escondido	254687GC4	THE WALT DISNEY COMPANY	4,000,000.00	USD	03/14/2029	CORP	3,878,563.33
City of Escondido	30303MAB8	META PLATFORMS INC	1,000,000.00	USD	11/15/2030	CORP	963,356.67
City of Escondido	437076BY7	THE HOME DEPOT, INC.	1,000,000.00	USD	06/15/2029	CORP	950,476.11
City of Escondido	437076DC3	HOME DEPOT INC	1,000,000.00	USD	06/25/2029	CORP	1

Exposure - Security Type (-9)

As of 09/30/2026

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City of Escondido (299155)

Dated: 10/23/2026

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	437076DC3	HOME DEPOT INC	3,000,000.00	USD	06/25/2029	CORP	3,000,080.00
City of Escondido	437076DJ8	THE HOME DEPOT, INC.	2,000,000.00	USD	09/15/2030	CORP	1,902,951.11
City of Escondido	438516CE4	HONEYWELL INTERNATIONAL INC	700,000.00	USD	03/01/2027	CORP	690,365.67
City of Escondido	459200KM2	INTERNATIONAL BUSINESS MACHINES CORP	1,000,000.00	USD	02/09/2027	CORP	994,297.78
City of Escondido	46647PDA1	JPMORGAN CHASE & CO	3,000,000.00	USD	04/26/2028	CORP	3,042,428.75
City of Escondido	46647PDX1	JPMORGAN CHASE & CO	1,000,000.00	USD	10/23/2029	CORP	1,038,775.17
City of Escondido	478160DJ0	JOHNSON & JOHNSON	2,000,000.00	USD	03/01/2030	CORP	1,977,353.33
City of Escondido	57636QAM6	MASTERCARD INCORPORATED	1,000,000.00	USD	06/01/2029	CORP	952,813.33
City of Escondido	57636QAM6	MASTERCARD INCORPORATED	4,000,000.00	USD	06/01/2029	CORP	3,811,253.33
City of Escondido	58933YBQ7	MERCK & CO INC	1,000,000.00	USD	09/15/2030	CORP	956,684.44
City of Escondido	665859AW4	NORTHERN TRUST CORP	670,000.00	USD	05/10/2027	CORP	678,151.67
City of Escondido	70450YAE3	PAYPAL HOLDINGS INC	1,000,000.00	USD	10/01/2029	CORP	939,890.00
City of Escondido	808513BS3	THE CHARLES SCHWAB CORPORATION	2,000,000.00	USD	05/13/2031	CORP	1,746,693.33
City of Escondido	87612EBM7	TARGET CORP	180,000.00	USD	01/15/2027	CORP	179,504.40
City of Escondido	87612EBM7	TARGET CORP	650,000.00	USD	01/15/2027	CORP	648,210.33
City of Escondido	91159HJM3	US BANCORP	4,000,000.00	USD	06/12/2029	CORP	4,098,901.67
City of Escondido	91324PDK5	UNITEDHEALTH GROUP INC	2,000,000.00	USD	06/15/2028	CORP	1,980,312.22
City of Escondido	91324PEG3	UNITEDHEALTH GROUP INC	200,000.00	USD	05/15/2027	CORP	201,601.56
City of Escondido	91324PEG3	UNITEDHEALTH GROUP INC	440,000.00	USD	05/15/2027	CORP	443,523.42
City of Escondido	94106LBX6	WASTE MANAGEMENT INC	2,335,000.00	USD	07/03/2027	CORP	2,366,732.65
City of Escondido	**---**	**---**	**62,775,000.00**	**USD**	**03/19/2029**	**CORP**	**61,111,701.56**

MMFUND

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	X9USDBRD2	BLACKROCK FED TRST DOLR SHR FD 102	9,701,064.68	USD	09/30/2026	MMFUND	9,701,064.68
City of Escondido	**X9USDBRD2**	**BLACKROCK FED TRST DOLR SHR FD 102**	**9,701,064.68**	**USD**	**09/30/2026**	**MMFUND**	**9,701,064.68**

AGCY BOND

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	3130BA2S5	FEDERAL HOME LOAN BANKS	4,000,000.00	USD	03/25/2031	AGCY BOND	3,905,440.00
City of Escondido	3133EMAC6	FEDERAL FARM CREDIT BANKS FUNDING CORP	1,000,000.00	USD	09/21/2027	AGCY BOND	963,688.33
City of Escondido	3135G05Y5	FEDERAL NATIONAL MORTGAGE ASSOCIATION	1,000,000.00	USD	10/08/2027	AGCY BOND	965,274.17
City of Escondido	**---**	**---**	**6,000,000.00**	**USD**	**01/28/2030**	**AGCY BOND**	**5,834,402.50**

T-BILL

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	912797SA6	UNITED STATES TREASURY	2,000,000.00	USD	10/01/2026	T-BILL	2,000,000.00
City of Escondido	**912797SA6**	**UNITED STATES TREASURY**	**2,000,000.00**	**USD**	**10/01/2026**	**T-BILL**	**2,000,000.00**

Summary

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Ending Market Value + Accrued
City of Escondido	**---**	**---**	**197,536,064.68**	**USD**	**09/26/2028**	**---**	**193,248,332.53**

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

Exposure - Market Sector (-10)

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City of Escondido (299155)

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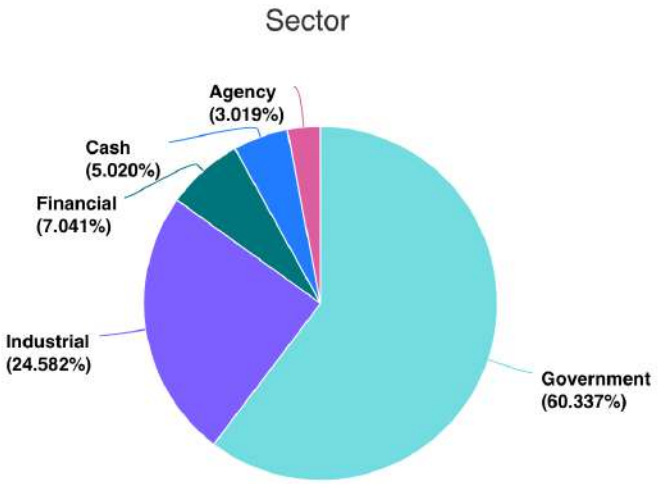

Chart calculated by: Ending Market Value + Accrued

Government

Account	*Identifier*	*Description*	*Ending Current Units*	*Currency*	*Final Maturity*	*Security Type*	*Market Sector*	*Ending Market Value + Accrued*
City of Escondido	912797SA6	UNITED STATES TREASURY	2,000,000.00	USD	10/01/2026	T-BILL	Government	2,000,000.00
City of Escondido	9128285M8	UNITED STATES TREASURY	4,000,000.00	USD	11/15/2028	US GOV	Government	3,905,334.67
City of Escondido	9128286B1	UNITED STATES TREASURY	3,000,000.00	USD	02/15/2029	US GOV	Government	2,855,617.74
City of Escondido	912828V98	UNITED STATES TREASURY	1,160,000.00	USD	02/15/2027	US GOV	Government	1,154,633.42
City of Escondido	912828Z94	UNITED STATES TREASURY	2,000,000.00	USD	02/15/2030	US GOV	Government	1,787,431.52
City of Escondido	912828ZV5	UNITED STATES TREASURY	3,000,000.00	USD	06/30/2027	US GOV	Government	2,917,360.76
City of Escondido	91282CAD3	UNITED STATES TREASURY	2,000,000.00	USD	07/31/2027	US GOV	Government	1,933,903.59
City of Escondido	91282CAY7	UNITED STATES TREASURY	2,000,000.00	USD	11/30/2027	US GOV	Government	1,912,800.82
City of Escondido	91282CBJ9	UNITED STATES TREASURY	1,000,000.00	USD	01/31/2028	US GOV	Government	950,013.59
City of Escondido	91282CDF5	UNITED STATES TREASURY	3,000,000.00	USD	10/31/2028	US GOV	Government	2,809,842.23
City of Escondido	91282CDG3	UNITED STATES TREASURY	5,000,000.00	USD	10/31/2026	US GOV	Government	5,010,339.40
City of Escondido	91282CDG3	UNITED STATES TREASURY	400,000.00	USD	10/31/2026	US GOV	Government	400,827.15
City of Escondido	91282CDG3	UNITED STATES TREASURY	1,000,000.00	USD	10/31/2026	US GOV	Government	1,002,067.88
City of Escondido	91282CDG3	UNITED STATES TREASURY	500,000.00	USD	10/31/2026	US GOV	Government	501,033.94
City of Escondido	91282CDG3	UNITED STATES TREASURY	2,000,000.00	USD	10/31/2026	US GOV	Government	2,004,135.76
City of Escondido	91282CEN7	UNITED STATES TREASURY	2,000,000.00	USD	04/30/2027	US GOV	Government	2,004,316.30
City of Escondido	91282CES6	UNITED STATES TREASURY	3,000,000.00	USD	05/31/2029	US GOV	Government	2,862,845.41
City of Escondido	91282CEV9	UNITED STATES TREASURY	2,000,000.00	USD	06/30/2029	US GOV	Government	1,928,386.63
City of Escondido	91282CEV9	UNITED STATES TREASURY	3,000,000.00	USD	06/30/2029	US GOV	Government	2,892,579.95
City of Escondido	91282CEW7	UNITED STATES TREASURY	3,000,000.00	USD	06/30/2027	US GOV	Government	2,997,819.95
City of Escondido	91282CFB2	UNITED STATES TREASURY	2,000,000.00	USD	07/31/2027	US GOV	Government	1,980,126.30
City of Escondido	91282CFB2	UNITED STATES TREASURY	1,000,000.00	USD	07/31/2027	US GOV	Government	990,063.15
City of Escondido	91282CFB2	UNITED STATES TREASURY	3,000,000.00	USD	07/31/2027	US GOV	Government	2,970,189.46
City of Escondido	91282CFB2	UNITED STATES TREASURY	1,000,000.00	USD	07/31/2027	US GOV	Government	[illegible]

Exposure - Market Sector (-10)

City of Escondido (299155)

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Dated: 10/23/2026

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	91282CFH9	UNITED STATES TREASURY	1,000,000.00	USD	08/31/2027	US GOV	Government	989,686.10
City of Escondido	91282CFJ5	UNITED STATES TREASURY	2,000,000.00	USD	08/31/2029	US GOV	Government	1,904,892.21
City of Escondido	91282CFL0	UNITED STATES TREASURY	2,000,000.00	USD	09/30/2029	US GOV	Government	1,938,172.91
City of Escondido	91282CFU0	UNITED STATES TREASURY	2,000,000.00	USD	10/31/2027	US GOV	Government	2,023,344.46
City of Escondido	91282CFU0	UNITED STATES TREASURY	1,000,000.00	USD	10/31/2027	US GOV	Government	1,011,672.23
City of Escondido	91282CGB1	UNITED STATES TREASURY	3,000,000.00	USD	12/31/2029	US GOV	Government	2,927,198.40
City of Escondido	91282CGC9	UNITED STATES TREASURY	4,000,000.00	USD	12/31/2027	US GOV	Government	3,998,091.20
City of Escondido	91282CGJ4	UNITED STATES TREASURY	2,000,000.00	USD	01/31/2030	US GOV	Government	1,919,133.48
City of Escondido	91282CGP0	UNITED STATES TREASURY	1,000,000.00	USD	02/29/2028	US GOV	Government	992,915.41
City of Escondido	91282CGP0	UNITED STATES TREASURY	2,000,000.00	USD	02/29/2028	US GOV	Government	1,985,830.83
City of Escondido	91282CGT2	UNITED STATES TREASURY	5,000,000.00	USD	03/31/2028	US GOV	Government	4,916,147.94
City of Escondido	91282CHA2	UNITED STATES TREASURY	1,000,000.00	USD	04/30/2028	US GOV	Government	994,726.74
City of Escondido	91282CHA2	UNITED STATES TREASURY	2,000,000.00	USD	04/30/2028	US GOV	Government	1,989,453.48
City of Escondido	91282CHE4	UNITED STATES TREASURY	2,000,000.00	USD	05/31/2028	US GOV	Government	1,985,844.75
City of Escondido	91282CHJ3	UNITED STATES TREASURY	5,000,000.00	USD	06/30/2030	US GOV	Government	4,826,484.51
City of Escondido	91282CHK0	UNITED STATES TREASURY	2,000,000.00	USD	06/30/2028	US GOV	Government	1,992,097.39
City of Escondido	91282CHK0	UNITED STATES TREASURY	3,000,000.00	USD	06/30/2028	US GOV	Government	2,988,146.09
City of Escondido	91282CHQ7	UNITED STATES TREASURY	3,000,000.00	USD	07/31/2028	US GOV	Government	2,982,659.18
City of Escondido	91282CJA0	UNITED STATES TREASURY	3,000,000.00	USD	09/30/2028	US GOV	Government	2,985,141.18
City of Escondido	91282CJR3	UNITED STATES TREASURY	3,000,000.00	USD	12/31/2028	US GOV	Government	2,953,670.71
City of Escondido	91282CJR3	UNITED STATES TREASURY	2,000,000.00	USD	12/31/2028	US GOV	Government	1,969,113.80
City of Escondido	91282CKG5	UNITED STATES TREASURY	1,000,000.00	USD	03/31/2029	US GOV	Government	980,703.32
City of Escondido	91282CLS8	UNITED STATES TREASURY	3,000,000.00	USD	10/31/2026	US GOV	Government	3,051,216.68
City of Escondido	91282CNN7	UNITED STATES TREASURY	3,000,000.00	USD	07/31/2030	US GOV	Government	2,897,485.60
City of Escondido	91282CNX5	UNITED STATES TREASURY	1,000,000.00	USD	08/31/2030	US GOV	Government	952,514.28
City of Escondido	91282CNY3	UNITED STATES TREASURY	3,000,000.00	USD	09/15/2028	US GOV	Government	2,920,565.14
City of Escondido	91282CPA3	UNITED STATES TREASURY	2,000,000.00	USD	09/30/2030	US GOV	Government	1,897,319.18
City of Escondido	91282CPW5	UNITED STATES TREASURY	3,000,000.00	USD	01/31/2031	US GOV	Government	2,865,203.80
City of Escondido	**---**	**UNITED STATES TREASURY**	**119,060,000.00**	**USD**	**08/01/2028**	**---**	**Government**	**116,601,163.79**

Industrial

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	00724PAF6	ADOBE INC	1,000,000.00	USD	04/04/2029	CORP	Industrial	1,013,960.00
City of Escondido	023135BR6	AMAZON.COM INC	500,000.00	USD	06/03/2027	CORP	Industrial	490,591.67
City of Escondido	023135BS4	AMAZON.COM INC	2,000,000.00	USD	06/03/2030	CORP	Industrial	1,747,573.33
City of Escondido	023135CP9	AMAZON.COM INC	1,000,000.00	USD	12/01/2027	CORP	Industrial	1,012,016.67
City of Escondido	037833EH9	APPLE INC.	1,000,000.00	USD	08/05/2028	CORP	Industrial	941,557.78
City of Escondido	12189LBA8	BURLINGTON NORTHERN SANTA FE LLC	2,000,000.00	USD	06/15/2027	CORP	Industrial	1,997,578.89
City of Escondido	14913R2U0	CATERPILLAR FINANCIAL SERVICES CORP	800,000.00	USD	01/08/2027	CORP	Industrial	797,463.56
City of Escondido	14913UAU4	CATERPILLAR FINANCIAL SERVICES CORP	1,000,000.00	USD	11/15/2029	CORP	Industrial	1,000,205.56
City of Escondido	14913UBH2	CATERPILLAR FINANCIAL SERVICES CORP	2,000,000.00	USD	01/08/2031	CORP	Industrial	1,918,596.11
City of Escondido	166756BJ4	CHEVRON USA INC	2,000,000.00	USD	10/15/2030	CORP	Industrial	1,970,015.56
City of Escondido	166764BY5	CHEVRON CORP	2,000,000.00	USD	05/11/2030	CORP	Industrial	1,811,091.11
City of Escondido	191216CU2	COCA-COLA CO	1,500,000.00	USD	06/01/2027	CORP	Industrial	1,476,245.00
City of Escondido	22160KAP0	COSTCO WHOLESALE CORP	2,000,000.00	USD	04/20/2030	CORP	Industrial	1,777,611.11
City of Escondido	24422EWA3	JOHN DEERE CAPITAL CORP	800,000.00	USD	01/11/2027	CORP	Industrial	796,278.22
City of Escondido	254687FL5	THE WALT DISNEY COMPANY	1,000,000.00	USD	09/01/2029	CORP	Industrial	915,676.67
City of Escondido	254687GC4	THE WALT DISNEY COMPANY	4,000,000.00	USD	03/14/2029	CORP	Industrial	3,878,563.33
City of Escondido	30303MAB8	META PLATFORMS INC	1,000,000.00	USD	11/15/2030	CORP	Industrial	963,356.67
City of Escondido	437076BY7	THE HOME DEPOT, INC.	1,000,000.00	USD	06/15/2029	CORP	Industrial	950,476.11
City of Escondido	437076DC3	HOME DEPOT INC	1,000,000.00	USD	06/25/2029	CORP	Industrial	1

Exposure - Market Sector (-10)

City of Escondido (299155)

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Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	437076DC3	HOME DEPOT INC	3,000,000.00	USD	06/25/2029	CORP	Industrial	3,000,080.00
City of Escondido	437076DJ8	THE HOME DEPOT, INC.	2,000,000.00	USD	09/15/2030	CORP	Industrial	1,902,951.11
City of Escondido	438516CE4	HONEYWELL INTERNATIONAL INC	700,000.00	USD	03/01/2027	CORP	Industrial	690,365.67
City of Escondido	459200KM2	INTERNATIONAL BUSINESS MACHINES CORP	1,000,000.00	USD	02/09/2027	CORP	Industrial	994,297.78
City of Escondido	478160DJ0	JOHNSON & JOHNSON	2,000,000.00	USD	03/01/2030	CORP	Industrial	1,977,353.33
City of Escondido	57636QAM6	MASTERCARD INCORPORATED	1,000,000.00	USD	06/01/2029	CORP	Industrial	952,813.33
City of Escondido	57636QAM6	MASTERCARD INCORPORATED	4,000,000.00	USD	06/01/2029	CORP	Industrial	3,811,253.33
City of Escondido	58933YBQ7	MERCK & CO INC	1,000,000.00	USD	09/15/2030	CORP	Industrial	956,684.44
City of Escondido	70450YAE3	PAYPAL HOLDINGS INC	1,000,000.00	USD	10/01/2029	CORP	Industrial	939,890.00
City of Escondido	87612EBM7	TARGET CORP	180,000.00	USD	01/15/2027	CORP	Industrial	179,504.40
City of Escondido	87612EBM7	TARGET CORP	650,000.00	USD	01/15/2027	CORP	Industrial	648,210.33
City of Escondido	91324PDK5	UNITEDHEALTH GROUP INC	2,000,000.00	USD	06/15/2028	CORP	Industrial	1,980,312.22
City of Escondido	91324PEG3	UNITEDHEALTH GROUP INC	200,000.00	USD	05/15/2027	CORP	Industrial	201,601.56
City of Escondido	91324PEG3	UNITEDHEALTH GROUP INC	440,000.00	USD	05/15/2027	CORP	Industrial	443,523.42
City of Escondido	94106LBX6	WASTE MANAGEMENT INC	2,335,000.00	USD	07/03/2027	CORP	Industrial	2,366,732.65
City of Escondido	**---**	**---**	**49,105,000.00**	**USD**	**03/17/2029**	**CORP**	**Industrial**	**47,504,457.58**

Financial

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	06406RBG1	BANK OF NEW YORK MELLON CORP	2,000,000.00	USD	06/13/2028	CORP	Financial	2,008,192.00
City of Escondido	17325FBK3	CITIBANK NA	1,000,000.00	USD	08/06/2029	CORP	Financial	994,101.39
City of Escondido	46647PDA1	JPMORGAN CHASE & CO	3,000,000.00	USD	04/26/2028	CORP	Financial	3,042,428.75
City of Escondido	46647PDX1	JPMORGAN CHASE & CO	1,000,000.00	USD	10/23/2029	CORP	Financial	1,038,775.17
City of Escondido	665859AW4	NORTHERN TRUST CORP	670,000.00	USD	05/10/2027	CORP	Financial	678,151.67
City of Escondido	808513BS3	THE CHARLES SCHWAB CORPORATION	2,000,000.00	USD	05/13/2031	CORP	Financial	1,746,693.33
City of Escondido	91159HJM3	US BANCORP	4,000,000.00	USD	06/12/2029	CORP	Financial	4,098,901.67
City of Escondido	**---**	**---**	**13,670,000.00**	**USD**	**03/24/2029**	**CORP**	**Financial**	**13,607,243.97**

Cash

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	X9USDBRD2	BLACKROCK FED TRST DOLR SHR FD 102	9,701,064.68	USD	09/30/2026	MMFUND	Cash	9,701,064.68
City of Escondido	**X9USDBRD2**	**BLACKROCK FED TRST DOLR SHR FD 102**	**9,701,064.68**	**USD**	**09/30/2026**	**MMFUND**	**Cash**	**9,701,064.68**

Agency

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	3130BA2S5	FEDERAL HOME LOAN BANKS	4,000,000.00	USD	03/25/2031	AGCY BOND	Agency	3,905,440.00
City of Escondido	3133EMAC6	FEDERAL FARM CREDIT BANKS FUNDING CORP	1,000,000.00	USD	09/21/2027	AGCY BOND	Agency	963,688.33
City of Escondido	3135G05Y5	FEDERAL NATIONAL MORTGAGE ASSOCIATION	1,000,000.00	USD	10/08/2027	AGCY BOND	Agency	965,274.17
City of Escondido	**---**	**---**	**6,000,000.00**	**USD**	**01/28/2030**	**AGCY BOND**	**Agency**	**5,834,402.50**

Summary

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Market Sector	Ending Market Value + Accrued
City of Escondido	**---**	**---**	**197,536,064.68**	**USD**	**09/26/2028**	**---**	**---**	**193,248,332.53**

Exposure - Market Sector (-10)

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City of Escondido (299155)

Dated: 10/23/2026

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

Exposure - Issuer Concentration (-13)

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City of Escondido (299155)

Dated: 10/23/2026

Issuer Concentration

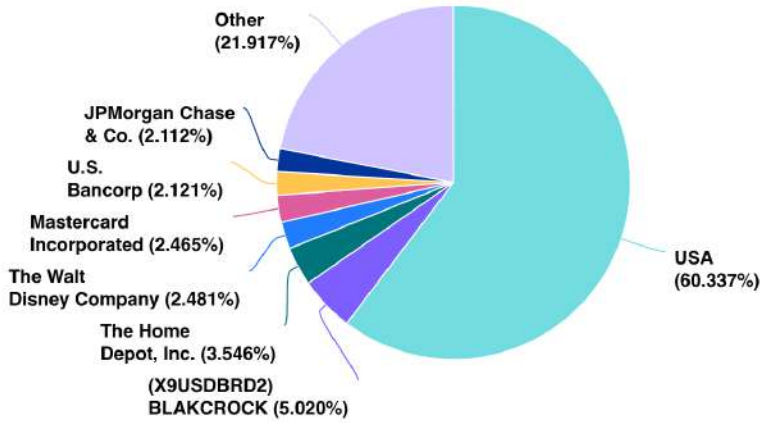

Chart calculated by: Ending Market Value + Accrued

USA

Account	*Identifier*	*Description*	*Ending Current Units*	*Currency*	*Final Maturity*	*Security Type*	*Issuer*	*Issuer Concentration*	*Ending Market Value + Accrued*
City of Escondido	912797SA6	UNITED STATES TREASURY	2,000,000.00	USD	10/01/2026	T-BILL	USA	USA	2,000,000.00
City of Escondido	9128285M8	UNITED STATES TREASURY	4,000,000.00	USD	11/15/2028	US GOV	USA	USA	3,905,334.67
City of Escondido	9128286B1	UNITED STATES TREASURY	3,000,000.00	USD	02/15/2029	US GOV	USA	USA	2,855,617.74
City of Escondido	912828V98	UNITED STATES TREASURY	1,160,000.00	USD	02/15/2027	US GOV	USA	USA	1,154,633.42
City of Escondido	912828Z94	UNITED STATES TREASURY	2,000,000.00	USD	02/15/2030	US GOV	USA	USA	1,787,431.52
City of Escondido	912828ZV5	UNITED STATES TREASURY	3,000,000.00	USD	06/30/2027	US GOV	USA	USA	2,917,360.76
City of Escondido	91282CAD3	UNITED STATES TREASURY	2,000,000.00	USD	07/31/2027	US GOV	USA	USA	1,933,903.59
City of Escondido	91282CAY7	UNITED STATES TREASURY	2,000,000.00	USD	11/30/2027	US GOV	USA	USA	1,912,800.82
City of Escondido	91282CBJ9	UNITED STATES TREASURY	1,000,000.00	USD	01/31/2028	US GOV	USA	USA	950,013.59
City of Escondido	91282CDF5	UNITED STATES TREASURY	3,000,000.00	USD	10/31/2028	US GOV	USA	USA	2,809,842.23
City of Escondido	91282CDG3	UNITED STATES TREASURY	5,000,000.00	USD	10/31/2026	US GOV	USA	USA	5,010,339.40
City of Escondido	91282CDG3	UNITED STATES TREASURY	400,000.00	USD	10/31/2026	US GOV	USA	USA	400,827.15
City of Escondido	91282CDG3	UNITED STATES TREASURY	1,000,000.00	USD	10/31/2026	US GOV	USA	USA	1,002,067.88
City of Escondido	91282CDG3	UNITED STATES TREASURY	500,000.00	USD	10/31/2026	US GOV	USA	USA	501,033.94
City of Escondido	91282CDG3	UNITED STATES TREASURY	2,000,000.00	USD	10/31/2026	US GOV	USA	USA	2,004,135.76
City of Escondido	91282CEN7	UNITED STATES TREASURY	2,000,000.00	USD	04/30/2027	US GOV	USA	USA	2,004,316.30
City of Escondido	91282CES6	UNITED STATES TREASURY	3,000,000.00	USD	05/31/2029	US GOV	USA	USA	2,862,845.41
City of Escondido	91282CEV9	UNITED STATES TREASURY	2,000,000.00	USD	06/30/2029	US GOV	USA	USA	1,928,386.63
City of Escondido	91282CEV9	UNITED STATES TREASURY	3,000,000.00	USD	06/30/2029	US GOV	USA	USA	2,892,579.95
City of Escondido	91282CEW7	UNITED STATES TREASURY	3,000,000.00	USD	06/30/2027	US GOV	USA	USA	2,997,819.95
City of Escondido	91282CFB2	UNITED STATES TREASURY	2,000,000.00	USD	07/31/2027	US GOV	USA	USA	1,980,126.30
City of Escondido	91282CFB2	UNITED STATES TREASURY	1,000,000.00	USD	07/31/2027	US GOV	USA	USA	990,063.15
City of Escondido	91282CFB2	UNITED STATES TREASURY	3,000,000.00	USD	07/31/2027	US GOV	USA	USA	2,970,189.46
City of Escondido	91282CFB2	UNITED STATES TREASURY	1,000,000.00	USD	07/31/2027	US GOV	USA	USA	

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City of Escondido	91282CFH9	UNITED STATES TREASURY	1,000,000.00	USD	08/31/2027	US GOV	USA	USA	989,686.10
City of Escondido	91282CFJ5	UNITED STATES TREASURY	2,000,000.00	USD	08/31/2029	US GOV	USA	USA	1,904,892.21
City of Escondido	91282CFL0	UNITED STATES TREASURY	2,000,000.00	USD	09/30/2029	US GOV	USA	USA	1,938,172.91
City of Escondido	91282CFU0	UNITED STATES TREASURY	2,000,000.00	USD	10/31/2027	US GOV	USA	USA	2,023,344.46
City of Escondido	91282CFU0	UNITED STATES TREASURY	1,000,000.00	USD	10/31/2027	US GOV	USA	USA	1,011,672.23
City of Escondido	91282CGB1	UNITED STATES TREASURY	3,000,000.00	USD	12/31/2029	US GOV	USA	USA	2,927,198.40
City of Escondido	91282CGC9	UNITED STATES TREASURY	4,000,000.00	USD	12/31/2027	US GOV	USA	USA	3,998,091.20
City of Escondido	91282CGJ4	UNITED STATES TREASURY	2,000,000.00	USD	01/31/2030	US GOV	USA	USA	1,919,133.48
City of Escondido	91282CGP0	UNITED STATES TREASURY	1,000,000.00	USD	02/29/2028	US GOV	USA	USA	992,915.41
City of Escondido	91282CGP0	UNITED STATES TREASURY	2,000,000.00	USD	02/29/2028	US GOV	USA	USA	1,985,830.83
City of Escondido	91282CGT2	UNITED STATES TREASURY	5,000,000.00	USD	03/31/2028	US GOV	USA	USA	4,916,147.94
City of Escondido	91282CHA2	UNITED STATES TREASURY	1,000,000.00	USD	04/30/2028	US GOV	USA	USA	994,726.74
City of Escondido	91282CHA2	UNITED STATES TREASURY	2,000,000.00	USD	04/30/2028	US GOV	USA	USA	1,989,453.48
City of Escondido	91282CHE4	UNITED STATES TREASURY	2,000,000.00	USD	05/31/2028	US GOV	USA	USA	1,985,844.75
City of Escondido	91282CHJ3	UNITED STATES TREASURY	5,000,000.00	USD	06/30/2030	US GOV	USA	USA	4,826,484.51
City of Escondido	91282CHK0	UNITED STATES TREASURY	2,000,000.00	USD	06/30/2028	US GOV	USA	USA	1,992,097.39
City of Escondido	91282CHK0	UNITED STATES TREASURY	3,000,000.00	USD	06/30/2028	US GOV	USA	USA	2,988,146.09
City of Escondido	91282CHQ7	UNITED STATES TREASURY	3,000,000.00	USD	07/31/2028	US GOV	USA	USA	2,982,659.18
City of Escondido	91282CJA0	UNITED STATES TREASURY	3,000,000.00	USD	09/30/2028	US GOV	USA	USA	2,985,141.18
City of Escondido	91282CJR3	UNITED STATES TREASURY	3,000,000.00	USD	12/31/2028	US GOV	USA	USA	2,953,670.71
City of Escondido	91282CJR3	UNITED STATES TREASURY	2,000,000.00	USD	12/31/2028	US GOV	USA	USA	1,969,113.80
City of Escondido	91282CKG5	UNITED STATES TREASURY	1,000,000.00	USD	03/31/2029	US GOV	USA	USA	980,703.32
City of Escondido	91282CLS8	UNITED STATES TREASURY	3,000,000.00	USD	10/31/2026	US GOV	USA	USA	3,051,216.68
City of Escondido	91282CNN7	UNITED STATES TREASURY	3,000,000.00	USD	07/31/2030	US GOV	USA	USA	2,897,485.60
City of Escondido	91282CNX5	UNITED STATES TREASURY	1,000,000.00	USD	08/31/2030	US GOV	USA	USA	952,514.28
City of Escondido	91282CNY3	UNITED STATES TREASURY	3,000,000.00	USD	09/15/2028	US GOV	USA	USA	2,920,565.14
City of Escondido	91282CPA3	UNITED STATES TREASURY	2,000,000.00	USD	09/30/2030	US GOV	USA	USA	1,897,319.18
City of Escondido	91282CPW5	UNITED STATES TREASURY	3,000,000.00	USD	01/31/2031	US GOV	USA	USA	2,865,203.80
City of Escondido	**---**	**UNITED STATES TREASURY**	**119,060,000.00**	**USD**	**08/01/2028**	**---**	**USA**	**USA**	**116,601,163.79**

(X9USDBRD2) BLAKCROCK

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	X9USDBRD2	BLACKROCK FED TRST DOLR SHR FD 102	9,701,064.68	USD	09/30/2026	MMFUND	BLAKCROCK	(X9USDBRD2) BLAKCROCK	9,701,064.68
City of Escondido	**X9USDBRD2**	**BLACKROCK FED TRST DOLR SHR FD 102**	**9,701,064.68**	**USD**	**09/30/2026**	**MMFUND**	**BLAKCROCK**	**(X9USDBRD2) BLAKCROCK**	**9,701,064.68**

The Home Depot, Inc.

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	437076BY7	THE HOME DEPOT, INC.	1,000,000.00	USD	06/15/2029	CORP	The Home Depot, Inc.	The Home Depot, Inc.	950,476.11
City of Escondido	437076DC3	HOME DEPOT INC	1,000,000.00	USD	06/25/2029	CORP	The Home Depot, Inc.	The Home Depot, Inc.	1,000,026.67
City of Escondido	437076DC3	HOME DEPOT INC	3,000,000.00	USD	06/25/2029	CORP	The Home Depot, Inc.	The Home Depot, Inc.	3,000,080.00
City of Escondido	437076DJ8	THE HOME DEPOT, INC.	2,000,000.00	USD	09/15/2030	CORP	The Home Depot, Inc.	The Home Depot, Inc.	1,902,951.11
City of Escondido	**---**	**---**	**7,000,000.00**	**USD**	**10/26/2029**	**CORP**	**The Home Depot, Inc.**	**The Home Depot, Inc.**	**6,853,533.89**

The Walt Disney Company

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Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	254687FL5	THE WALT DISNEY COMPANY	1,000,000.00	USD	09/01/2029	CORP	The Walt Disney Company	The Walt Disney Company	915,676.67
City of Escondido	254687GC4	THE WALT DISNEY COMPANY	4,000,000.00	USD	03/14/2029	CORP	The Walt Disney Company	The Walt Disney Company	3,878,563.33
City of Escondido	**---**	**THE WALT DISNEY COMPANY**	**5,000,000.00**	**USD**	**04/16/2029**	**CORP**	**The Walt Disney Company**	**The Walt Disney Company**	**4,794,240.00**

Mastercard Incorporated

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	57636QAM6	MASTERCARD INCORPORATED	1,000,000.00	USD	06/01/2029	CORP	Mastercard Incorporated	Mastercard Incorporated	952,813.33
City of Escondido	57636QAM6	MASTERCARD INCORPORATED	4,000,000.00	USD	06/01/2029	CORP	Mastercard Incorporated	Mastercard Incorporated	3,811,253.33
City of Escondido	**57636QAM6**	**MASTERCARD INCORPORATED**	**5,000,000.00**	**USD**	**06/01/2029**	**CORP**	**Mastercard Incorporated**	**Mastercard Incorporated**	**4,764,066.67**

U.S. Bancorp

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	91159HJM3	US BANCORP	4,000,000.00	USD	06/12/2029	CORP	U.S. Bancorp	U.S. Bancorp	4,098,901.67
City of Escondido	**91159HJM3**	**US BANCORP**	**4,000,000.00**	**USD**	**06/12/2029**	**CORP**	**U.S. Bancorp**	**U.S. Bancorp**	**4,098,901.67**

JPMorgan Chase & Co.

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	46647PDA1	JPMORGAN CHASE & CO	3,000,000.00	USD	04/26/2028	CORP	JPMorgan Chase & Co.	JPMorgan Chase & Co.	3,042,428.75
City of Escondido	46647PDX1	JPMORGAN CHASE & CO	1,000,000.00	USD	10/23/2029	CORP	JPMorgan Chase & Co.	JPMorgan Chase & Co.	1,038,775.17
City of Escondido	**---**	**JPMORGAN CHASE & CO**	**4,000,000.00**	**USD**	**09/12/2028**	**CORP**	**JPMorgan Chase & Co.**	**JPMorgan Chase & Co.**	**4,081,203.92**

Federal Home Loan Banks

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	3130BA2S5	FEDERAL HOME LOAN BANKS	4,000,000.00	USD	03/25/2031	AGCY BOND	Federal Home Loan Banks	Federal Home Loan Banks	3,905,440.00
City of Escondido	**3130BA2S5**	**FEDERAL HOME LOAN BANKS**	**4,000,000.00**	**USD**	**03/25/2031**	**AGCY BOND**	**Federal Home Loan Banks**	**Federal Home Loan Banks**	**3,905,440.00**

Chevron Corporation

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	166756BJ4	CHEVRON USA INC	2,000,000.00	USD	10/15/2030	CORP	Chevron U.S.A. Inc.	Chevron Corporation	1,970,015.56
City of Escondido	166764BY5	CHEVRON CORP	2,000,000.00	USD	05/11/2030	CORP	Chevron Corporation	Chevron Corporation	1,811,091.11
City of Escondido	**---**	**---**	**4,000,000.00**	**USD**	**08/01/2030**	**CORP**	**---**	**Chevron Corporation**	**3,781,106.67**

Caterpillar Inc.

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	14913R2U0	CATERPILLAR FINANCIAL SERVICES CORP	800,000.00	USD	01/08/2027	CORP	Caterpillar Financial Services Corporation	Caterpillar Inc.	797,463.56
City of Escondido	14913UAU4	CATERPILLAR FINANCIAL SERVICES CORP	1,000,000.00	USD	11/15/2029	CORP	Caterpillar Financial Services Corporation	Caterpillar Inc.	1,000,205.56
City of Escondido	14913UBH2	CATERPILLAR FINANCIAL SERVICES CORP	2,000,000.00	USD	01/08/2031	CORP	Caterpillar Financial Services Corporation	Caterpillar Inc.	1,918,596.11

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Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	**---**	**CATERPILLAR FINANCIAL SERVICES CORP**	**3,800,000.00**	**USD**	**11/08/2029**	**CORP**	**Caterpillar Financial Services Corporation**	**Caterpillar Inc.**	**3,716,265.22**

Amazon.com, Inc.

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	023135BR6	AMAZON.COM INC	500,000.00	USD	06/03/2027	CORP	Amazon.com, Inc.	Amazon.com, Inc.	490,591.67
City of Escondido	023135BS4	AMAZON.COM INC	2,000,000.00	USD	06/03/2030	CORP	Amazon.com, Inc.	Amazon.com, Inc.	1,747,573.33
City of Escondido	023135CP9	AMAZON.COM INC	1,000,000.00	USD	12/01/2027	CORP	Amazon.com, Inc.	Amazon.com, Inc.	1,012,016.67
City of Escondido	**---**	**AMAZON.COM INC**	**3,500,000.00**	**USD**	**03/10/2029**	**CORP**	**Amazon.com, Inc.**	**Amazon.com, Inc.**	**3,250,181.67**

UnitedHealth Group Incorporated

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	91324PDK5	UNITEDHEALTH GROUP INC	2,000,000.00	USD	06/15/2028	CORP	UnitedHealth Group Incorporated	UnitedHealth Group Incorporated	1,980,312.22
City of Escondido	91324PEG3	UNITEDHEALTH GROUP INC	200,000.00	USD	05/15/2027	CORP	UnitedHealth Group Incorporated	UnitedHealth Group Incorporated	201,601.56
City of Escondido	91324PEG3	UNITEDHEALTH GROUP INC	440,000.00	USD	05/15/2027	CORP	UnitedHealth Group Incorporated	UnitedHealth Group Incorporated	443,523.42
City of Escondido	**---**	**UNITEDHEALTH GROUP INC**	**2,640,000.00**	**USD**	**03/09/2028**	**CORP**	**UnitedHealth Group Incorporated**	**UnitedHealth Group Incorporated**	**2,625,437.20**

Waste Management, Inc.

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	94106LBX6	WASTE MANAGEMENT INC	2,335,000.00	USD	07/03/2027	CORP	Waste Management, Inc.	Waste Management, Inc.	2,366,732.65
City of Escondido	**94106LBX6**	**WASTE MANAGEMENT INC**	**2,335,000.00**	**USD**	**07/03/2027**	**CORP**	**Waste Management, Inc.**	**Waste Management, Inc.**	**2,366,732.65**

The Bank of New York Mellon Corporation

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	06406RBG1	BANK OF NEW YORK MELLON CORP	2,000,000.00	USD	06/13/2028	CORP	The Bank of New York Mellon Corporation	The Bank of New York Mellon Corporation	2,008,192.00
City of Escondido	**06406RBG1**	**BANK OF NEW YORK MELLON CORP**	**2,000,000.00**	**USD**	**06/13/2028**	**CORP**	**The Bank of New York Mellon Corporation**	**The Bank of New York Mellon Corporation**	**2,008,192.00**

Berkshire Hathaway Inc.

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	12189LBA8	BURLINGTON NORTHERN SANTA FE LLC	2,000,000.00	USD	06/15/2027	CORP	Burlington Northern Santa Fe, LLC	Berkshire Hathaway Inc.	1,997,578.89
City of Escondido	**12189LBA8**	**BURLINGTON NORTHERN SANTA FE LLC**	**2,000,000.00**	**USD**	**06/15/2027**	**CORP**	**Burlington Northern Santa Fe, LLC**	**Berkshire Hathaway Inc.**	**1,997,578.89**

Johnson & Johnson

Account	Identifier	Description	Ending Current Units	Currency	Final Maturity	Security Type	Issuer	Issuer Concentration	Ending Market Value + Accrued
City of Escondido	478160DJ0	JOHNSON & JOHNSON	2,000,000.00	USD	03/01/2030	CORP	Johnson & Johnson	Johnson & Johnson	1,977,353.33
City of Escondido	**478160DJ0**	**JOHNSON & JOHNSON**	**2,000,000.00**	**USD**	**03/01/2030**	**CORP**	**Johnson & Johnson**	**Johnson & Johnson**	**1,977,353.33**

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Costco Wholesale Corporation

Account	*Identifier*	*Description*	*Ending Current Units*	*Currency*	*Final Maturity*	*Security Type*	*Issuer*	*Issuer Concentration*	*Ending Market Value + Accrued*
City of Escondido	22160KAP0	COSTCO WHOLESALE CORP	2,000,000.00	USD	04/20/2030	CORP	Costco Wholesale Corporation	Costco Wholesale Corporation	1,777,611.11
City of Escondido	**22160KAP0**	**COSTCO WHOLESALE CORP**	**2,000,000.00**	**USD**	**04/20/2030**	**CORP**	**Costco Wholesale Corporation**	**Costco Wholesale Corporation**	**1,777,611.11**

The Charles Schwab Corporation

Account	*Identifier*	*Description*	*Ending Current Units*	*Currency*	*Final Maturity*	*Security Type*	*Issuer*	*Issuer Concentration*	*Ending Market Value + Accrued*
City of Escondido	808513BS3	THE CHARLES SCHWAB CORPORATION	2,000,000.00	USD	05/13/2031	CORP	The Charles Schwab Corporation	The Charles Schwab Corporation	1,746,693.33
City of Escondido	**808513BS3**	**THE CHARLES SCHWAB CORPORATION**	**2,000,000.00**	**USD**	**05/13/2031**	**CORP**	**The Charles Schwab Corporation**	**The Charles Schwab Corporation**	**1,746,693.33**

The Coca-Cola Company

Account	*Identifier*	*Description*	*Ending Current Units*	*Currency*	*Final Maturity*	*Security Type*	*Issuer*	*Issuer Concentration*	*Ending Market Value + Accrued*
City of Escondido	191216CU2	COCA-COLA CO	1,500,000.00	USD	06/01/2027	CORP	The Coca-Cola Company	The Coca-Cola Company	1,476,245.00
City of Escondido	**191216CU2**	**COCA-COLA CO**	**1,500,000.00**	**USD**	**06/01/2027**	**CORP**	**The Coca-Cola Company**	**The Coca-Cola Company**	**1,476,245.00**

Adobe Inc.

Account	*Identifier*	*Description*	*Ending Current Units*	*Currency*	*Final Maturity*	*Security Type*	*Issuer*	*Issuer Concentration*	*Ending Market Value + Accrued*
City of Escondido	00724PAF6	ADOBE INC	1,000,000.00	USD	04/04/2029	CORP	Adobe Inc.	Adobe Inc.	1,013,960.00
City of Escondido	**00724PAF6**	**ADOBE INC**	**1,000,000.00**	**USD**	**04/04/2029**	**CORP**	**Adobe Inc.**	**Adobe Inc.**	**1,013,960.00**

International Business Machines Corporation

Account	*Identifier*	*Description*	*Ending Current Units*	*Currency*	*Final Maturity*	*Security Type*	*Issuer*	*Issuer Concentration*	*Ending Market Value + Accrued*
City of Escondido	459200KM2	INTERNATIONAL BUSINESS MACHINES CORP	1,000,000.00	USD	02/09/2027	CORP	International Business Machines Corporation	International Business Machines Corporation	994,297.78
City of Escondido	**459200KM2**	**INTERNATIONAL BUSINESS MACHINES CORP**	**1,000,000.00**	**USD**	**02/09/2027**	**CORP**	**International Business Machines Corporation**	**International Business Machines Corporation**	**994,297.78**

Citigroup Inc.

Account	*Identifier*	*Description*	*Ending Current Units*	*Currency*	*Final Maturity*	*Security Type*	*Issuer*	*Issuer Concentration*	*Ending Market Value + Accrued*
City of Escondido	17325FBK3	CITIBANK NA	1,000,000.00	USD	08/06/2029	CORP	Citibank, N.A.	Citigroup Inc.	994,101.39
City of Escondido	**17325FBK3**	**CITIBANK NA**	**1,000,000.00**	**USD**	**08/06/2029**	**CORP**	**Citibank, N.A.**	**Citigroup Inc.**	**994,101.39**

Federal National Mortgage Association

Account	*Identifier*	*Description*	*Ending Current Units*	*Currency*	*Final Maturity*	*Security Type*	*Issuer*	*Issuer Concentration*	*Ending Market Value + Accrued*
City of Escondido	3135G05Y5	FEDERAL NATIONAL MORTGAGE ASSOCIATION	1,000,000.00	USD	10/08/2027	AGCY BOND	Federal National Mortgage Association	Federal National Mortgage Association	965,274.17
City of Escondido	**3135G05Y5**	**FEDERAL NATIONAL MORTGAGE ASSOCIATION**	**1,000,000.00**	**USD**	**10/08/2027**	**AGCY BOND**	**Federal National Mortgage Association**	**Federal National Mortgage Association**	**965,274.17**

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Farm Credit System

Account	*Identifier*	*Description*	*Ending Current Units*	*Currency*	*Final Maturity*	*Security Type*	*Issuer*	*Issuer Concentration*	*Ending Market Value + Accrued*
City of Escondido	3133EMAC6	FEDERAL FARM CREDIT BANKS FUNDING CORP	1,000,000.00	USD	09/21/2027	AGCY BOND	Federal Farm Credit Banks Funding Corporation	Farm Credit System	963,688.33
City of Escondido	**3133EMAC6**	**FEDERAL FARM CREDIT BANKS FUNDING CORP**	**1,000,000.00**	**USD**	**09/21/2027**	**AGCY BOND**	**Federal Farm Credit Banks Funding Corporation**	**Farm Credit System**	**963,688.33**

Meta Platforms, Inc.

Account	*Identifier*	*Description*	*Ending Current Units*	*Currency*	*Final Maturity*	*Security Type*	*Issuer*	*Issuer Concentration*	*Ending Market Value + Accrued*
City of Escondido	30303MAB8	META PLATFORMS INC	1,000,000.00	USD	11/15/2030	CORP	Meta Platforms, Inc.	Meta Platforms, Inc.	963,356.67
City of Escondido	**30303MAB8**	**META PLATFORMS INC**	**1,000,000.00**	**USD**	**11/15/2030**	**CORP**	**Meta Platforms, Inc.**	**Meta Platforms, Inc.**	**963,356.67**

Merck & Co., Inc.

Account	*Identifier*	*Description*	*Ending Current Units*	*Currency*	*Final Maturity*	*Security Type*	*Issuer*	*Issuer Concentration*	*Ending Market Value + Accrued*
City of Escondido	58933YBQ7	MERCK & CO INC	1,000,000.00	USD	09/15/2030	CORP	Merck & Co., Inc.	Merck & Co., Inc.	956,684.44
City of Escondido	**58933YBQ7**	**MERCK & CO INC**	**1,000,000.00**	**USD**	**09/15/2030**	**CORP**	**Merck & Co., Inc.**	**Merck & Co., Inc.**	**956,684.44**

Apple Inc.

Account	*Identifier*	*Description*	*Ending Current Units*	*Currency*	*Final Maturity*	*Security Type*	*Issuer*	*Issuer Concentration*	*Ending Market Value + Accrued*
City of Escondido	037833EH9	APPLE INC.	1,000,000.00	USD	08/05/2028	CORP	Apple Inc.	Apple Inc.	941,557.78
City of Escondido	**037833EH9**	**APPLE INC.**	**1,000,000.00**	**USD**	**08/05/2028**	**CORP**	**Apple Inc.**	**Apple Inc.**	**941,557.78**

PayPal Holdings, Inc.

Account	*Identifier*	*Description*	*Ending Current Units*	*Currency*	*Final Maturity*	*Security Type*	*Issuer*	*Issuer Concentration*	*Ending Market Value + Accrued*
City of Escondido	70450YAE3	PAYPAL HOLDINGS INC	1,000,000.00	USD	10/01/2029	CORP	PayPal Holdings, Inc.	PayPal Holdings, Inc.	939,890.00
City of Escondido	**70450YAE3**	**PAYPAL HOLDINGS INC**	**1,000,000.00**	**USD**	**10/01/2029**	**CORP**	**PayPal Holdings, Inc.**	**PayPal Holdings, Inc.**	**939,890.00**

Target Corporation

Account	*Identifier*	*Description*	*Ending Current Units*	*Currency*	*Final Maturity*	*Security Type*	*Issuer*	*Issuer Concentration*	*Ending Market Value + Accrued*
City of Escondido	87612EBM7	TARGET CORP	180,000.00	USD	01/15/2027	CORP	Target Corporation	Target Corporation	179,504.40
City of Escondido	87612EBM7	TARGET CORP	650,000.00	USD	01/15/2027	CORP	Target Corporation	Target Corporation	648,210.33
City of Escondido	**87612EBM7**	**TARGET CORP**	**830,000.00**	**USD**	**01/15/2027**	**CORP**	**Target Corporation**	**Target Corporation**	**827,714.73**

Deere & Company

Account	*Identifier*	*Description*	*Ending Current Units*	*Currency*	*Final Maturity*	*Security Type*	*Issuer*	*Issuer Concentration*	*Ending Market Value + Accrued*
City of Escondido	24422EWA3	JOHN DEERE CAPITAL CORP	800,000.00	USD	01/11/2027	CORP	John Deere Capital Corporation	Deere & Company	796,278.22
City of Escondido	**24422EWA3**	**JOHN DEERE CAPITAL CORP**	**800,000.00**	**USD**	**01/11/2027**	**CORP**	**John Deere Capital Corporation**	**Deere & Company**	**796,278.22**

Exposure - Issuer Concentration (-13)

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City of Escondido (299155)

Dated: 10/23/2026

Honeywell International Inc.

Account	*Identifier*	*Description*	*Ending Current Units*	*Currency*	*Final Maturity*	*Security Type*	*Issuer*	*Issuer Concentration*	*Ending Market Value + Accrued*
City of Escondido	438516CE4	HONEYWELL INTERNATIONAL INC	700,000.00	USD	03/01/2027	CORP	Honeywell International Inc.	Honeywell International Inc.	690,365.67
City of Escondido	**438516CE4**	**HONEYWELL INTERNATIONAL INC**	**700,000.00**	**USD**	**03/01/2027**	**CORP**	**Honeywell International Inc.**	**Honeywell International Inc.**	**690,365.67**

Northern Trust Corporation

Account	*Identifier*	*Description*	*Ending Current Units*	*Currency*	*Final Maturity*	*Security Type*	*Issuer*	*Issuer Concentration*	*Ending Market Value + Accrued*
City of Escondido	665859AW4	NORTHERN TRUST CORP	670,000.00	USD	05/10/2027	CORP	Northern Trust Corporation	Northern Trust Corporation	678,151.67
City of Escondido	**665859AW4**	**NORTHERN TRUST CORP**	**670,000.00**	**USD**	**05/10/2027**	**CORP**	**Northern Trust Corporation**	**Northern Trust Corporation**	**678,151.67**

Summary

Account	*Identifier*	*Description*	*Ending Current Units*	*Currency*	*Final Maturity*	*Security Type*	*Issuer*	*Issuer Concentration*	*Ending Market Value + Accrued*
City of Escondido	**---**	**---**	**197,536,064.68**	**USD**	**09/26/2028**	**---**	**---**	**---**	**193,248,332.53**

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

Summary (-230)

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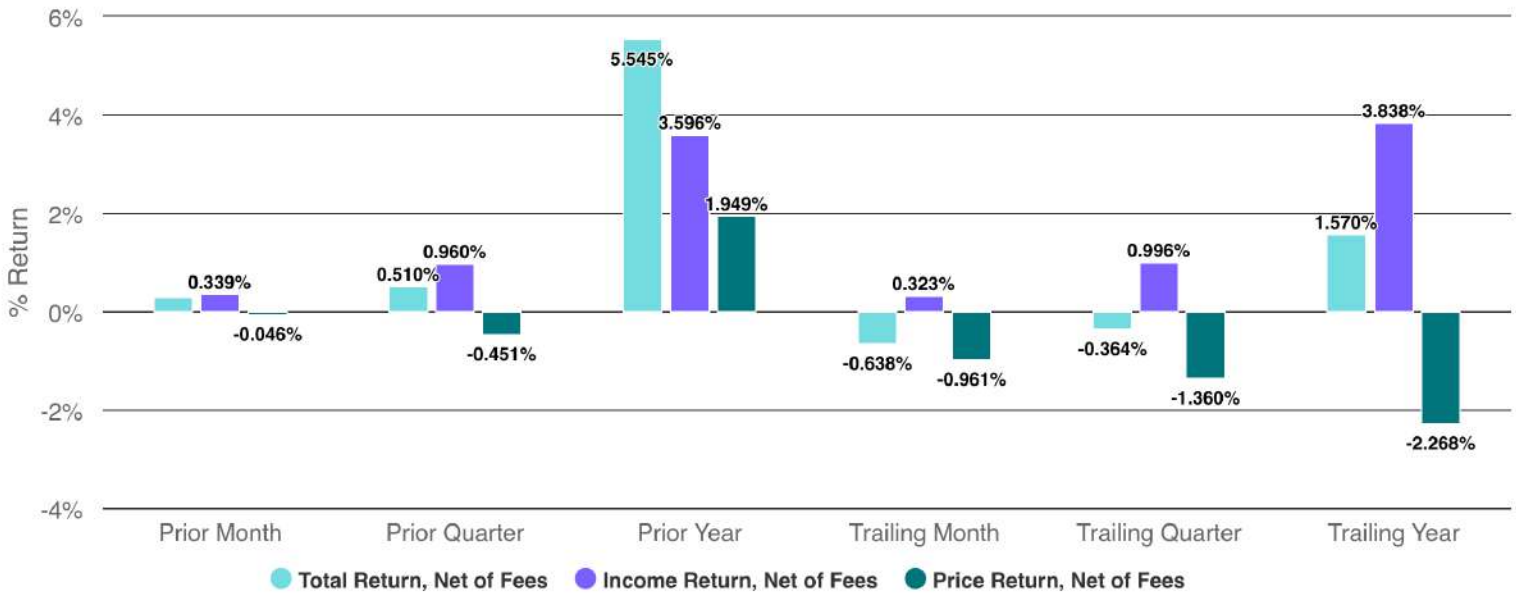
City of Escondido (299155)

Dated: 10/23/2026



Period	Period Begin	Period End	Total Return, Net of Fees	Income Return, Net of Fees	Price Return, Net of Fees
Prior Month	08/01/2026	08/31/2026	0.294%	0.339%	-0.046%
Prior Quarter	04/01/2026	06/30/2026	0.510%	0.960%	-0.451%
Prior Year	01/01/2025	12/31/2025	5.545%	3.596%	1.949%
Trailing Month	09/01/2026	09/30/2026	-0.638%	0.323%	-0.961%
Trailing Quarter	07/01/2026	09/30/2026	-0.364%	0.996%	-1.360%
Trailing Year	10/01/2025	09/30/2026	1.570%	3.838%	-2.268%

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

Net of Fees (includes management and trading).

Returns are actual and have not been annualized.

No Tax Adjustment.

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

Status (-273)

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City of Escondido (299155)

Dated: 10/23/2026

Compliance Summary

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

City of Escondido - City Escondido Compliance

Compliant

Status	Account	Policy Name	Category Name	Rule Name	Days In Violation	Actual Value	Actual Value without Resolutions	Limit Value	Notes	Resolutions
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments U.S. Treasury Obligations & Agency Securities	0	63.357	63.357	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Municipal Securities	0	---	---	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Supranational	0	---	---	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Negotiable Certificates of Deposit	0	---	---	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Banker's Acceptances	0	---	---	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Commercial Paper	0	---	---	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Repurchase Agreements	0	---	---	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Local Agency Investment Fund	0	---	---	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investment Local Government Investment Pools	0	59.303	59.303	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Bank Deposits	0	6.137	6.137	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Placement Service Deposits	0	---	---	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Medium-Term Notes	0	---	---	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Asset-Backed Securities	0	---	---	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Allowable Investments Money Market Funds	0	5.020	5.020	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Allowable Investment	Repurchase Agreements 102% Collateralized	0	---	---	100.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Municipal Securities	0	0.000	---	40.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Supranational	0	---	---	30.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Negotiable Certificates of Deposit	0	---	---	30.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Banker's Acceptances	0	---	---	30.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Commercial Paper	0	---	---	25.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Local Agency Investment Fund	0	---	---	75.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Placement Service Deposits	0	---	---	30.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Medium Term Notes	0	---	---	30.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Asset-Backed Securities	0	---	---	20.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Callable Agency Securities	0	28.012	28.012	30.000	Y	N

Status (-273)

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City of Escondido (299155)

Dated: 10/23/2026

Status	Account	Policy Name	Category Name	Rule Name	Days In Violation	Actual Value	Actual Value without Resolutions	Limit Value	Notes	Resolutions
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Money Market Funds	0	5.020	5.020	20.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Concentration	Maximum Concentration for Time Certificate of Deposits	0	---	---	20.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Credit Rating	Minimum Credit Rating for Municipal Securities - A/A2	0	---	---	0	N	N
Compliant	City of Escondido	City Escondido Compliance	Credit Rating	Minimum Credit Rating for Supranational - AA/Aa2	0	---	---	0	N	N
Compliant	City of Escondido	City Escondido Compliance	Credit Rating	Minimum Credit Rating for Negotiable Certificates of Deposits - A/A2	0	---	---	0	N	N
Compliant	City of Escondido	City Escondido Compliance	Credit Rating	Minimum Credit Rating for Banker's Acceptance - A-1	0	---	---	0	N	N
Compliant	City of Escondido	City Escondido Compliance	Credit Rating	Minimum Credit Rating for Commercial Paper - A-1/P-1	0	---	---	0	N	N
Compliant	City of Escondido	City Escondido Compliance	Credit Rating	Minimum Credit Rating for Medium Term Notes - A	0	---	---	0	N	N
Compliant	City of Escondido	City Escondido Compliance	Credit Rating	Minimum Credit Rating for Asset-Backed Securities - AA	0	---	---	0	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer Concentration for U.S. Agency Securities	0	2.021	2.021	30.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer Concentration for Municipal Securities	0	---	---	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer Concentration for Supranational	0	---	---	30.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer Concentration for Negotiable Certificates of Deposit	0	---	---	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer Concentration for Banker's Acceptances	0	---	---	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer concentration for Commercial Paper	0	---	---	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer Concentration for Placement Service Deposits	0	---	---	30.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer Concentration for Medium Term Notes	0	---	---	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer Concentration for Asset-Backed Securities	0	---	---	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer Concentration for Money Market Funds	0	5.020	5.020	20.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Maximum Issuer concentration for Outstanding Commercial Paper	0	---	---	10.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Issuer Concentration	Short-Term Investment Shall be 25% of General Fund	0	---	---	25.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for U.S. Treasury Obligations	0	0.611	0.611	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for U.S. Agency Securities	0	4.997	5.052	5.000	N	Y
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Municipal Securities	0	---	---	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Supranational	0	---	---	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Negotiable Certificates of Deposit	0	---	---	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Banker's Acceptances	0	---	---	186.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Commercial Paper	0	---	---	270.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Repurchase Agreements - 1 years	0	---	---	1.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Bank Deposits - 5 Years	0	5.000	5.000	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Placement Service Deposits	0	---	---	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Medium Term Notes	0	---	---	5.000	N	N
Compliant	City of Escondido	City Escondido Compliance	Maturity	Maximum Maturity for Asset-Backed Securities	0	---	---	5.000	N	N

Status (-273)

As of 09/30/2026

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City of Escondido (299155)

Dated: 10/23/2026

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

Notes for City of Escondido - City Escondido Compliance

Author, Entry Date	*Note*
dshultz@escondido.org 10/07/2026	Violation is only .034 above the limit and very minimal. Decision has been made to hold the next closest bond to mature to satisfy the requirement which will be in January of 2027 given such a small discrepancy. Also notating that part of the callable securities included in this group are FHLB bonds.

Policies: .

Rules: .

* Compliance Status as of previous business day.

GAAP GL Income Detail

07/01/2026 - 09/30/2026

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City of Escondido (299155)

Dated: 10/23/2026

Cash

General Ledger Grouping, Account, Identifier	Description, Factorized Units, Currency	Security Type, BS Class, State	State Tax, Fed Tax, Net Transfers	Beginning Book Value less Due, Acquired Book Value less Due, Transferred In Book Value less Due	Disposed Book Value, Transferred Out Book Value less Due, Impairment Loss	Ending Book Value less Due, Net Amortization/ Accretion, Miscellaneous Income	Miscellaneous Expense, Beginning Due & Accrued, Acquired Due & Accrued	Transferred In Due & Accrued, Disposed Due & Accrued, Transferred Out Due & Accrued	Ending Due & Accrued, Interest/Dividend Received, Interest/Dividend Income	Net Realized Gain/ Loss, Net Gain/Loss, Net Income
Cash	Cash	CASH	Y	0.00	0.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	Cash	Y	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CCYUSD	USD	---	-14,000,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cash	**Cash**	**CASH**	**Y**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
City of Escondido	**0.00**	**Cash**	**Y**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
CCYUSD	**USD**	**---**	**-14,000,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

CE

General Ledger Grouping, Account, Identifier	Description, Factorized Units, Currency	Security Type, BS Class, State	State Tax, Fed Tax, Net Transfers	Beginning Book Value less Due, Acquired Book Value less Due, Transferred In Book Value less Due	Disposed Book Value, Transferred Out Book Value less Due, Impairment Loss	Ending Book Value less Due, Net Amortization/ Accretion, Miscellaneous Income	Miscellaneous Expense, Beginning Due & Accrued, Acquired Due & Accrued	Transferred In Due & Accrued, Disposed Due & Accrued, Transferred Out Due & Accrued	Ending Due & Accrued, Interest/Dividend Received, Interest/Dividend Income	Net Realized Gain/ Loss, Net Gain/Loss, Net Income
CE	BLACKROCK FED TRST DOLR SHR FD	MMFUND	Y	14,045,385.02	-14,000,004.00	9,701,064.68	0.00	0.00	0.00	0.00
City of Escondido	102	CE	Y	9,655,683.66	0.00	0.00	0.00	0.00	70,392.33	0.00
X9USDBRD2	9,701,064.68 USD	---	0.00	0.00	0.00	0.00	0.00	0.00	70,392.33	70,392.33
CE	**BLACKROCK FED TRST DOLR SHR FD**	**MMFUND**	**Y**	**14,045,385.02**	**-14,000,004.00**	**9,701,064.68**	**0.00**	**0.00**	**0.00**	**0.00**
City of Escondido	**102**	**CE**	**Y**	**9,655,683.66**	**0.00**	**0.00**	**0.00**	**0.00**	**70,392.33**	**0.00**
X9USDBRD2	**9,701,064.68 USD**	**---**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**70,392.33**	**70,392.33**

LT

General Ledger Grouping, Account, Identifier	Description, Factorized Units, Currency	Security Type, BS Class, State	State Tax, Fed Tax, Net Transfers	Beginning Book Value less Due, Acquired Book Value less Due, Transferred In Book Value less Due	Disposed Book Value, Transferred Out Book Value less Due, Impairment Loss	Ending Book Value less Due, Net Amortization/ Accretion, Miscellaneous Income	Miscellaneous Expense, Beginning Due & Accrued, Acquired Due & Accrued	Transferred In Due & Accrued, Disposed Due & Accrued, Transferred Out Due & Accrued	Ending Due & Accrued, Interest/Dividend Received, Interest/Dividend Income	Net Realized Gain/ Loss, Net Gain/Loss, Net Income
LT	ADOBE INC	CORP	Y	1,005,997.65	0.00	1,005,470.46	0.00	0.00	23,600.00	0.00
City of Escondido	1,000,000.00	LT	Y	0.00	0.00	-527.19	11,600.00	0.00	0.00	0.00
00724PAF6	USD	CA	0.00	0.00	0.00	0.00	0.00	0.00	12,000.00	11,472.81
LT	AMAZON.COM INC	CORP	Y	1,803,658.26	0.00	1,815,316.29	0.00	0.00	9,833.33	0.00
City of Escondido	2,000,000.00	LT	Y	0.00	0.00	11,658.03	2,333.33	0.00	0.00	0.00
023135BS4	USD	WA	0.00	0.00	0.00	0.00	0.00	0.00	7,500.00	19,158.03
LT	AMAZON.COM INC	CORP	Y	1,001,582.75	0.00	1,001,297.39	0.00	0.00	15,166.67	0.00
City of Escondido	1,000,000.00	LT	Y	0.00	0.00	-285.36	3,791.67	0.00	0.00	0.00
023135CP9	USD	WA	0.00	0.00	0.00	0.00	0.00	0.00	11,375.00	11,089.64
LT	APPLE INC.	CORP	Y	932,987.04	0.00	940,694.78	0.00	0.00	2,177.78	0.00
City of Escondido	1,000,000.00	LT	Y	0.00	0.00	7,707.74	5,677.78	0.00	7,000.00	0.00
037833EH9	USD	CA	0.00	0.00	0.00	0.00	0.00	0.00	3,500.00	11,207.74
LT	BANK OF NEW YORK MELLON CORP	CORP	Y	1,988,538.94	0.00	1,991,532.55	0.00	0.00	23,952.00	0.00
City of Escondido	2,000,000.00	LT	Y	0.00	0.00	2,993.61	3,992.00	0.00	0.00	0.00
06406RBG1	USD	NY	0.00	0.00	0.00	0.00	0.00	0.00	19,960.00	22,953.61
LT	CATERPILLAR FINANCIAL SERVICES	CORP	Y	1,025,024.98	0.00	1,023,279.31	0.00	0.00	17,755.56	0.00
City of Escondido	CORP	LT	Y	0.00	0.00	-1,745.68	6,005.56	0.00	0.00	0.00
14913UAU4	1,000,000.00 USD	TN	0.00	0.00	0.00	0.00	0.00	0.00	11,750.00	10,004.32
LT	CATERPILLAR FINANCIAL SERVICES	CORP	Y	2,007,611.91	0.00	2,007,229.14	0.00	0.00	19,136.11	0.00
City of Escondido	CORP	LT	Y	0.00	0.00	-382.77	39,886.11	0.00	41,500.00	0.00
14913UBH2	2,000,000.00 USD	TN	0.00	0.00	0.00	0.00	0.00	0.00	20,750.00	20,367.23
LT	CHEVRON USA INC	CORP	Y	2,022,930.08	0.00	2,021,671.73	0.00	0.00	39,655.56	0.00
City of Escondido	2,000,000.00	LT	Y	0.00	0.00	-1,258.35	18,155.56	0.00	0.00	0.00
166756BJ4	USD	CA	0.00	0.00	0.00	0.00	0.00	0.00	21,500.00	20,241.65
LT	CHEVRON CORP	CORP	Y	1,851,468.33	0.00	1,860,353.38	0.00	0.00	17,391.11	0.00
City of Escondido	2,000,000.00	LT	Y	0.00	0.00	8,885.05	6,211.11	0.00	0.00	0.00
166764BY5	USD	TX	0.00	0.00	0.00	0.00	0.00	0.00	11,180.00	0.00

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LT City of Escondido 17325FBK3	CITIBANK NA 1,000,000.00 USD	CORP LT NJ	Y Y 0.00	1,005,537.75 0.00 0.00	0.00 0.00 0.00	1,005,106.84 -430.91 0.00	0.00 19,486.39 0.00	0.00 0.00 0.00	7,391.39 24,190.00 12,095.00	0.00 0.00 11,664.09
LT City of Escondido 22160KAP0	COSTCO WHOLESALE CORP 2,000,000.00 USD	CORP LT WA	Y Y 0.00	1,814,873.83 0.00 0.00	0.00 0.00 0.00	1,826,183.00 11,309.17 0.00	0.00 6,311.11 0.00	0.00 0.00 0.00	14,311.11 0.00 8,000.00	0.00 0.00 19,309.17
LT City of Escondido 254687FL5	THE WALT DISNEY COMPANY 1,000,000.00 USD	CORP LT CA	Y Y 0.00	928,650.35 0.00 0.00	0.00 0.00 0.00	933,947.44 5,297.09 0.00	0.00 6,666.67 0.00	0.00 0.00 0.00	1,666.67 10,000.00 5,000.00	0.00 0.00 10,297.09
LT City of Escondido 254687GC4	THE WALT DISNEY COMPANY 4,000,000.00 USD	CORP LT CA	Y Y 0.00	3,956,224.31 0.00 0.00	0.00 0.00 0.00	3,960,187.59 3,963.28 0.00	0.00 57,916.67 0.00	0.00 0.00 0.00	7,083.33 88,333.33 37,500.00	0.00 0.00 41,463.28
LT City of Escondido 30303MAB8	META PLATFORMS INC 1,000,000.00 USD	CORP LT CA	Y Y 0.00	1,004,609.31 0.00 0.00	0.00 0.00 0.00	1,004,363.56 -245.75 0.00	0.00 5,366.67 0.00	0.00 0.00 0.00	15,866.67 0.00 10,500.00	0.00 0.00 10,254.25
LT City of Escondido 3130BA2S5	FEDERAL HOME LOAN BANKS 4,000,000.00 USD	AGCY BOND LT DC	N Y 0.00	4,000,000.00 0.00 0.00	0.00 0.00 0.00	4,000,000.00 0.00 0.00	0.00 45,500.00 0.00	0.00 0.00 0.00	3,000.00 87,500.00 45,000.00	0.00 0.00 45,000.00
LT City of Escondido 3133EMAC6	FEDERAL FARM CREDIT BANKS FUNDING CORP 0.00 USD	AGCY BOND LT NJ	N Y 0.00	962,200.56 0.00 0.00	0.00 -968,924.49 0.00	0.00 6,723.93 0.00	0.00 2,083.33 0.00	0.00 0.00 -3,750.00	0.00 0.00 1,666.67	0.00 0.00 8,390.60
LT City of Escondido 3135G05Y5	FEDERAL NATIONAL MORTGAGE ASSOCIATION 1,000,000.00 USD	AGCY BOND LT DC	Y Y 0.00	954,830.10 0.00 0.00	0.00 0.00 0.00	963,536.53 8,706.43 0.00	0.00 1,729.17 0.00	0.00 0.00 0.00	3,604.17 0.00 1,875.00	0.00 0.00 10,581.43
LT City of Escondido 437076BY7	THE HOME DEPOT, INC. 1,000,000.00 USD	CORP LT GA	Y Y 0.00	959,178.80 0.00 0.00	0.00 0.00 0.00	962,459.45 3,280.65 0.00	0.00 1,311.11 0.00	0.00 0.00 0.00	8,686.11 0.00 7,375.00	0.00 0.00 10,655.65
LT City of Escondido 437076DC3	HOME DEPOT INC 1,000,000.00 USD	CORP LT GA	Y Y 0.00	1,000,000.00 0.00 0.00	0.00 0.00 0.00	1,000,000.00 0.00 0.00	0.00 791.67 0.00	0.00 0.00 0.00	12,666.67 0.00 11,875.00	0.00 0.00 11,875.00
LT City of Escondido 437076DC3	HOME DEPOT INC 3,000,000.00 USD	CORP LT GA	Y Y 0.00	3,071,823.86 0.00 0.00	0.00 0.00 0.00	3,065,893.06 -5,930.80 0.00	0.00 2,375.00 0.00	0.00 0.00 0.00	38,000.00 0.00 35,625.00	0.00 0.00 29,694.20
LT City of Escondido 437076DJ8	THE HOME DEPOT, INC. 2,000,000.00 USD	CORP LT GA	Y Y 0.00	1,999,843.22 0.00 0.00	0.00 0.00 0.00	1,999,851.83 8.61 0.00	0.00 23,261.11 0.00	0.00 0.00 0.00	3,511.11 39,500.00 19,750.00	0.00 0.00 19,758.61
LT City of Escondido 46647PDA1	JPMORGAN CHASE & CO 3,000,000.00 USD	CORP LT NY	Y Y 0.00	3,012,721.02 0.00 0.00	0.00 0.00 0.00	3,008,864.51 -3,856.51 0.00	0.00 23,416.25 0.00	0.00 0.00 0.00	55,838.75 0.00 32,422.50	0.00 0.00 28,565.99
LT City of Escondido 46647PDX1	JPMORGAN CHASE & CO 1,000,000.00 USD	CORP LT NY	Y Y 0.00	1,031,143.98 0.00 0.00	0.00 0.00 0.00	1,027,922.95 -3,221.03 0.00	0.00 11,497.67 0.00	0.00 0.00 0.00	26,715.17 0.00 15,217.50	0.00 0.00 11,996.47
LT City of Escondido 478160DJ0	JOHNSON & JOHNSON 2,000,000.00 USD	CORP LT NJ	Y Y 0.00	2,058,209.41 0.00 0.00	0.00 0.00 0.00	2,054,390.00 -3,819.40 0.00	0.00 31,333.33 0.00	0.00 0.00 0.00	7,833.33 47,000.00 23,500.00	0.00 0.00 19,680.60
LT City of Escondido 57636QAM6	MASTERCARD INCORPORATED 1,000,000.00 USD	CORP LT NY	Y Y 0.00	953,435.97 0.00 0.00	0.00 0.00 0.00	957,212.94 3,776.96 0.00	0.00 2,458.33 0.00	0.00 0.00 0.00	9,833.33 0.00 7,375.00	0.00 0.00 11,151.96
LT City of Escondido 57636QAM6	MASTERCARD INCORPORATED 4,000,000.00 USD	CORP LT NY	Y Y 0.00	3,917,570.98 0.00 0.00	0.00 0.00 0.00	3,924,341.47 6,770.49 0.00	0.00 9,833.33 0.00	0.00 0.00 0.00	39,333.33 0.00 29,500.00	0.00 0.00 36,270.49
LT City of Escondido 58933YBQ7	MERCK & CO INC 1,000,000.00 USD	CORP LT NJ	Y Y 0.00	1,005,484.66 0.00 0.00	0.00 0.00 0.00	1,005,178.64 -306.02 0.00	0.00 12,219.44 0.00	0.00 0.00 0.00	1,844.44 20,750.00 10,375.00	0.00 0.00 10,068.98
LT City of Escondido 70450YAE3	PAYPAL HOLDINGS INC 1,000,000.00 USD	CORP LT CA	Y Y 0.00	963,651.97 0.00 0.00	0.00 0.00 0.00	966,283.81 2,631.84 0.00	0.00 7,125.00 0.00	0.00 0.00 0.00	14,250.00 0.00 7,125.00	0.00 0.00 9,756.84
LT City of Escondido 808513BS3	THE CHARLES SCHWAB CORPORATION 2,000,000.00 USD	CORP LT TX	Y Y 0.00	1,801,655.86 0.00 0.00	0.00 0.00 0.00	1,810,809.59 9,153.73 0.00	0.00 6,133.33 0.00	0.00 0.00 0.00	17,633.33 0.00 11,500.00	0.00 0.00 20,653.73
LT City of Escondido 91159HJM3	US BANCORP 4,000,000.00 USD	CORP LT MN	Y Y 0.00	4,101,670.90 0.00 0.00	0.00 0.00 0.00	4,088,987.99 -12,682.91 0.00	0.00 12,191.67 0.00	0.00 0.00 0.00	69,941.67 0.00 57,750.00	0.00 0.00 [illegible]

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LT	UNITED STATES TREASURY	US GOV	N	3,896,853.32	0.00	3,907,244.46	0.00	0.00	47,214.67	0.00
City of Escondido	4,000,000.00	LT	Y	0.00	0.00	10,391.14	15,964.67	0.00	0.00	0.00
9128285M8	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	31,250.00	41,641.14
LT	UNITED STATES TREASURY	US GOV	N	2,852,922.58	0.00	2,866,299.88	0.00	0.00	10,057.74	0.00
City of Escondido	3,000,000.00	LT	Y	0.00	0.00	13,377.30	29,585.64	0.00	39,375.00	0.00
9128286B1	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	19,847.11	33,224.41
LT	UNITED STATES TREASURY	US GOV	N	1,827,813.89	0.00	1,838,993.28	0.00	0.00	3,831.52	0.00
City of Escondido	2,000,000.00	LT	Y	0.00	0.00	11,179.39	11,270.72	0.00	15,000.00	0.00
912828Z94	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	7,560.80	18,740.19
LT	UNITED STATES TREASURY	US GOV	N	1,932,774.87	0.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	LT	Y	0.00	-1,937,794.84	5,019.96	3,128.45	0.00	0.00	0.00
91282CAD3	USD	DC	0.00	0.00	0.00	0.00	0.00	-3,750.00	621.55	5,641.51
LT	UNITED STATES TREASURY	US GOV	N	1,902,735.25	0.00	1,919,631.20	0.00	0.00	4,200.82	0.00
City of Escondido	2,000,000.00	LT	Y	0.00	0.00	16,895.94	1,058.74	0.00	0.00	0.00
91282CAY7	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	3,142.08	20,038.02
LT	UNITED STATES TREASURY	US GOV	N	943,489.01	0.00	952,220.54	0.00	0.00	1,263.59	0.00
City of Escondido	1,000,000.00	LT	Y	0.00	0.00	8,731.54	3,128.45	0.00	3,750.00	0.00
91282CBJ9	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	1,885.13	10,616.67
LT	UNITED STATES TREASURY	US GOV	N	2,810,958.30	0.00	2,830,328.24	0.00	0.00	17,262.23	0.00
City of Escondido	3,000,000.00	LT	Y	0.00	0.00	19,369.94	6,949.73	0.00	0.00	0.00
91282CDF5	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	10,312.50	29,682.44
LT	UNITED STATES TREASURY	US GOV	N	2,879,094.86	0.00	2,888,966.56	0.00	0.00	27,725.41	0.00
City of Escondido	3,000,000.00	LT	Y	0.00	0.00	9,871.70	6,987.70	0.00	0.00	0.00
91282CES6	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	20,737.70	30,609.40
LT	UNITED STATES TREASURY	US GOV	N	1,944,472.60	0.00	1,948,864.07	0.00	0.00	16,426.63	0.00
City of Escondido	2,000,000.00	LT	Y	0.00	0.00	4,391.46	176.63	0.00	0.00	0.00
91282CEV9	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	16,250.00	20,641.46
LT	UNITED STATES TREASURY	US GOV	N	2,918,044.95	0.00	2,924,527.80	0.00	0.00	24,639.95	0.00
City of Escondido	3,000,000.00	LT	Y	0.00	0.00	6,482.85	264.95	0.00	0.00	0.00
91282CEV9	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	24,375.00	30,857.85
LT	UNITED STATES TREASURY	US GOV	N	983,435.03	0.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	LT	Y	0.00	-984,665.55	1,230.53	11,470.99	0.00	0.00	0.00
91282CFB2	USD	DC	0.00	0.00	0.00	0.00	0.00	-13,750.00	2,279.01	3,509.53
LT	UNITED STATES TREASURY	US GOV	N	985,635.47	0.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	LT	Y	0.00	-986,704.09	1,068.62	11,470.99	0.00	0.00	0.00
91282CFB2	USD	DC	0.00	0.00	0.00	0.00	0.00	-13,750.00	2,279.01	3,347.62
LT	UNITED STATES TREASURY	US GOV	N	2,978,702.97	0.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	LT	Y	0.00	-2,980,303.27	1,600.31	34,412.98	0.00	0.00	0.00
91282CFB2	USD	DC	0.00	0.00	0.00	0.00	0.00	-41,250.00	6,837.02	8,437.32
LT	UNITED STATES TREASURY	US GOV	N	1,983,141.19	0.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	LT	Y	0.00	-1,984,409.92	1,268.73	22,941.99	0.00	0.00	0.00
91282CFB2	USD	DC	0.00	0.00	0.00	0.00	0.00	-27,500.00	4,558.01	5,826.75
LT	UNITED STATES TREASURY	US GOV	N	986,066.70	0.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	LT	Y	0.00	-988,034.84	1,968.15	10,444.97	0.00	0.00	0.00
91282CFH9	USD	DC	0.00	0.00	0.00	0.00	0.00	-15,625.00	5,180.03	7,148.18
LT	UNITED STATES TREASURY	US GOV	N	1,934,626.12	0.00	1,939,534.01	0.00	0.00	5,352.21	0.00
City of Escondido	2,000,000.00	LT	Y	0.00	0.00	4,907.89	20,889.95	0.00	31,250.00	0.00
91282CFJ5	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	15,712.26	20,620.15
LT	UNITED STATES TREASURY	US GOV	N	1,993,103.93	0.00	1,993,647.75	0.00	0.00	212.91	0.00
City of Escondido	2,000,000.00	LT	Y	0.00	0.00	543.82	19,480.87	0.00	38,750.00	0.00
91282CFL0	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	19,482.04	20,025.86
LT	UNITED STATES TREASURY	US GOV	N	1,997,547.71	0.00	1,997,997.37	0.00	0.00	34,524.46	0.00
City of Escondido	2,000,000.00	LT	Y	0.00	0.00	449.66	13,899.46	0.00	0.00	0.00
91282CFU0	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	20,625.00	21,074.66
LT	UNITED STATES TREASURY	US GOV	N	998,908.30	0.00	999,108.49	0.00	0.00	17,262.23	0.00
City of Escondido	1,000,000.00	LT	Y	0.00	0.00	200.19	6,949.73	0.00	0.00	0.00
91282CFU0	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	10,312.50	10,512.69
LT	UNITED STATES TREASURY	US GOV	N	2,950,390.07	0.00	2,953,727.59	0.00	0.00	29,378.40	0.00
City of Escondido	3,000,000.00	LT	Y	0.00	0.00	3,337.53	315.90	0.00	0.00	0.00
91282CGB1	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	29,062.50	32,400.03
LT	UNITED STATES TREASURY	US GOV	N	3,983,628.48	0.00	3,986,305.84	0.00	0.00	39,171.20	0.00
City of Escondido	4,000,000.00	LT	Y	0.00	0.00	2,677.36	421.20	0.00	0.00	0.00
91282CGC9	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	38,750.00	41,427.36

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LT	UNITED STATES TREASURY	US GOV	N	1,969,679.45	0.00	1,971,691.52	0.00	0.00	11,793.48	0.00
City of Escondido	2,000,000.00	LT	Y	0.00	0.00	2,012.06	29,198.90	0.00	35,000.00	0.00
91282CGJ4	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	17,594.58	19,606.65
LT	UNITED STATES TREASURY	US GOV	N	992,457.58	0.00	993,559.48	0.00	0.00	3,425.41	0.00
City of Escondido	1,000,000.00	LT	Y	0.00	0.00	1,101.91	13,369.57	0.00	20,000.00	0.00
91282CGP0	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	10,055.85	11,157.75
LT	UNITED STATES TREASURY	US GOV	N	1,998,084.30	0.00	1,998,365.02	0.00	0.00	6,850.83	0.00
City of Escondido	2,000,000.00	LT	Y	0.00	0.00	280.71	26,739.13	0.00	40,000.00	0.00
91282CGP0	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	20,111.70	20,392.41
LT	UNITED STATES TREASURY	US GOV	N	4,957,845.95	0.00	4,963,670.40	0.00	0.00	497.94	0.00
City of Escondido	5,000,000.00	LT	Y	0.00	0.00	5,824.45	45,560.11	0.00	90,625.00	0.00
91282CGT2	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	45,562.83	51,387.28
LT	UNITED STATES TREASURY	US GOV	N	988,481.99	0.00	990,001.68	0.00	0.00	14,646.74	0.00
City of Escondido	1,000,000.00	LT	Y	0.00	0.00	1,519.69	5,896.74	0.00	0.00	0.00
91282CHA2	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	8,750.00	10,269.69
LT	UNITED STATES TREASURY	US GOV	N	1,971,092.82	0.00	1,974,901.59	0.00	0.00	29,293.48	0.00
City of Escondido	2,000,000.00	LT	Y	0.00	0.00	3,808.76	11,793.48	0.00	0.00	0.00
91282CHA2	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	17,500.00	21,308.76
LT	UNITED STATES TREASURY	US GOV	N	1,980,873.74	0.00	1,983,293.36	0.00	0.00	24,364.75	0.00
City of Escondido	2,000,000.00	LT	Y	0.00	0.00	2,419.62	6,140.71	0.00	0.00	0.00
91282CHE4	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	18,224.04	20,643.66
LT	UNITED STATES TREASURY	US GOV	N	4,954,025.47	0.00	4,956,705.36	0.00	0.00	47,384.51	0.00
City of Escondido	5,000,000.00	LT	Y	0.00	0.00	2,679.88	509.51	0.00	0.00	0.00
91282CHJ3	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	46,875.00	49,554.88
LT	UNITED STATES TREASURY	US GOV	N	1,983,167.24	0.00	1,985,205.15	0.00	0.00	20,217.39	0.00
City of Escondido	2,000,000.00	LT	Y	0.00	0.00	2,037.91	217.39	0.00	0.00	0.00
91282CHK0	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	20,000.00	22,037.91
LT	UNITED STATES TREASURY	US GOV	N	2,996,573.51	0.00	2,996,989.55	0.00	0.00	30,326.09	0.00
City of Escondido	3,000,000.00	LT	Y	0.00	0.00	416.04	326.09	0.00	0.00	0.00
91282CHK0	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	30,000.00	30,416.04
LT	UNITED STATES TREASURY	US GOV	N	2,966,140.74	0.00	2,970,064.45	0.00	0.00	20,849.18	0.00
City of Escondido	3,000,000.00	LT	Y	0.00	0.00	3,923.71	51,619.48	0.00	61,875.00	0.00
91282CHQ7	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	31,104.71	35,028.42
LT	UNITED STATES TREASURY	US GOV	N	2,998,308.65	0.00	2,998,488.27	0.00	0.00	381.18	0.00
City of Escondido	3,000,000.00	LT	Y	0.00	0.00	179.62	34,877.05	0.00	69,375.00	0.00
91282CJA0	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	34,879.13	35,058.75
LT	UNITED STATES TREASURY	US GOV	N	2,963,411.33	0.00	2,966,920.91	0.00	0.00	28,430.71	0.00
City of Escondido	3,000,000.00	LT	Y	0.00	0.00	3,509.59	305.71	0.00	0.00	0.00
91282CJR3	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	28,125.00	31,634.59
LT	UNITED STATES TREASURY	US GOV	N	1,973,477.55	0.00	1,976,020.42	0.00	0.00	18,953.80	0.00
City of Escondido	2,000,000.00	LT	Y	0.00	0.00	2,542.87	203.80	0.00	0.00	0.00
91282CJR3	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	18,750.00	21,292.87
LT	UNITED STATES TREASURY	US GOV	N	987,228.28	0.00	988,325.24	0.00	0.00	113.32	0.00
City of Escondido	1,000,000.00	LT	Y	0.00	0.00	1,096.96	10,368.85	0.00	20,625.00	0.00
91282CKG5	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	10,369.47	11,466.43
LT	UNITED STATES TREASURY	US GOV	N	3,021,987.00	0.00	3,020,723.73	0.00	0.00	19,585.60	0.00
City of Escondido	3,000,000.00	LT	Y	0.00	0.00	-1,263.27	48,491.02	0.00	58,125.00	0.00
91282CNN7	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	29,219.58	27,956.31
LT	UNITED STATES TREASURY	US GOV	N	997,514.89	0.00	997,655.12	0.00	0.00	3,104.28	0.00
City of Escondido	1,000,000.00	LT	Y	0.00	0.00	140.23	12,116.17	0.00	18,125.00	0.00
91282CNX5	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	9,113.11	9,253.34
LT	UNITED STATES TREASURY	US GOV	N	2,987,691.80	0.00	2,989,039.26	0.00	0.00	4,475.14	0.00
City of Escondido	3,000,000.00	LT	Y	0.00	0.00	1,347.46	29,714.67	0.00	50,625.00	0.00
91282CNY3	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	25,385.46	26,732.92
LT	UNITED STATES TREASURY	US GOV	N	1,966,901.11	0.00	1,968,743.22	0.00	0.00	199.18	0.00
City of Escondido	2,000,000.00	LT	Y	0.00	0.00	1,842.11	18,224.04	0.00	36,250.00	0.00
91282CPA3	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	18,225.13	20,067.24
LT	UNITED STATES TREASURY	US GOV	N	3,008,895.49	0.00	3,008,460.59	0.00	0.00	18,953.80	0.00
City of Escondido	3,000,000.00	LT	Y	0.00	0.00	-434.89	46,926.80	0.00	56,250.00	0.00
91282CPW5	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	28,277.01	27,842.12
LT	UNITEDHEALTH GROUP INC	CORP	Y	1,985,084.14	0.00	1,986,939.36	0.00	0.00	22,672.22	0.00
City of Escondido	2,000,000.00	LT	Y	0.00	0.00	1,855.22	3,422.22	0.00	0.00	0.00
91324PDK5	USD	MN	0.00	0.00	0.00	0.00	0.00	0.00	19,250.00	21,105.22

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LT City of Escondido 94106LBX6	WASTE MANAGEMENT INC 0.00 USD	CORP LT TX	Y Y 0.00	2,334,589.41 0.00 0.00	0.00 -2,334,591.59 0.00	0.00 2.17 0.00	0.00 57,149.13 0.00	0.00 0.00 -57,791.25	0.00 0.00 642.13	0.00 0.00 644.30
LT **City of Escondido** **---**	**---** **142,000,000.00** **USD**	**---** **LT** **---**	**---** **Y** **0.00**	**152,810,974.81** **0.00** **0.00**	**0.00** **-13,165,428.60** **0.00**	**139,865,526.97** **219,980.77** **0.00**	**0.00** **1,071,045.63** **0.00**	**0.00** **0.00** **-177,166.25**	**1,132,721.70** **1,050,773.33** **1,289,615.64**	**0.00** **0.00** **1,509,596.41**

ST

General Ledger Grouping, Account, Identifier	Description, Factorized Units, Currency	Security Type, BS Class, State	State Tax, Fed Tax, Net Transfers	Beginning Book Value less Due, Acquired Book Value less Due, Transferred In Book Value less Due	Disposed Book Value, Transferred Out Book Value less Due, Impairment Loss	Ending Book Value less Due, Net Amortization/ Accretion, Miscellaneous Income	Miscellaneous Expense, Beginning Due & Accrued, Acquired Due & Accrued	Transferred In Due & Accrued, Disposed Due & Accrued, Transferred Out Due & Accrued	Ending Due & Accrued, Interest/Dividend Received, Interest/Dividend Income	Net Realized Gain/ Loss, Net Gain/Loss, Net Income
ST City of Escondido 023135BR6	AMAZON.COM INC 500,000.00 USD	CORP ST WA	Y Y 0.00	483,832.46 0.00 0.00	0.00 0.00 0.00	488,176.35 4,343.89 0.00	0.00 466.67 0.00	0.00 0.00 0.00	1,966.67 0.00 1,500.00	0.00 0.00 5,843.89
ST City of Escondido 02665WDZ1	AMERICAN HONDA FINANCE CORP 0.00 USD	CORP ST CA	Y Y 0.00	999,409.13 0.00 0.00	-1,000,000.00 0.00 0.00	0.00 590.87 0.00	0.00 4,044.44 0.00	0.00 0.00 0.00	0.00 6,500.00 2,455.56	0.00 0.00 3,046.43
ST City of Escondido 037833BZ2	APPLE INC 0.00 USD	CORP ST CA	Y Y 0.00	998,351.46 0.00 0.00	-1,000,000.00 0.00 0.00	0.00 1,648.54 0.00	0.00 10,004.17 0.00	0.00 0.00 0.00	0.00 12,250.00 2,245.83	0.00 0.00 3,894.37
ST City of Escondido 12189LBA8	BURLINGTON NORTHERN SANTA FE LLC 2,000,000.00 USD	CORP ST TX	Y Y 0.00	1,983,446.69 0.00 0.00	0.00 0.00 0.00	1,987,751.23 4,304.54 0.00	0.00 2,888.89 0.00	0.00 0.00 0.00	19,138.89 0.00 16,250.00	0.00 0.00 20,554.54
ST City of Escondido 14913R2U0	CATERPILLAR FINANCIAL SERVICES CORP 800,000.00 USD	CORP ST TN	Y Y 0.00	799,417.39 0.00 0.00	0.00 0.00 0.00	799,698.10 280.71 0.00	0.00 6,535.56 0.00	0.00 0.00 0.00	3,135.56 6,800.00 3,400.00	0.00 0.00 3,680.71
ST City of Escondido 191216CU2	COCA-COLA CO 1,500,000.00 USD	CORP ST GA	Y Y 0.00	1,457,471.83 0.00 0.00	0.00 0.00 0.00	1,468,971.05 11,499.22 0.00	0.00 1,812.50 0.00	0.00 0.00 0.00	7,250.00 0.00 5,437.50	0.00 0.00 16,936.72
ST City of Escondido 24422EWA3	JOHN DEERE CAPITAL CORP 800,000.00 USD	CORP ST WI	Y Y 0.00	799,505.70 0.00 0.00	0.00 0.00 0.00	799,740.21 234.51 0.00	0.00 6,422.22 0.00	0.00 0.00 0.00	3,022.22 6,800.00 3,400.00	0.00 0.00 3,634.51
ST City of Escondido 3133EMAC6	FEDERAL FARM CREDIT BANKS FUNDING CORP 1,000,000.00 USD	AGCY BOND ST NJ	N Y 0.00	0.00 0.00 968,924.49	0.00 0.00 0.00	969,774.54 850.05 0.00	0.00 0.00 0.00	3,750.00 0.00 0.00	208.33 3,750.00 208.33	0.00 0.00 1,058.38
ST City of Escondido 438516CE4	HONEYWELL INTERNATIONAL INC 700,000.00 USD	CORP ST NC	Y Y 0.00	695,436.12 0.00 0.00	0.00 0.00 0.00	697,144.73 1,708.60 0.00	0.00 2,566.67 0.00	0.00 0.00 0.00	641.67 3,850.00 1,925.00	0.00 0.00 3,633.60
ST City of Escondido 459200KM2	INTERNATIONAL BUSINESS MACHINES CORP 1,000,000.00 USD	CORP ST NY	Y Y 0.00	998,410.12 0.00 0.00	0.00 0.00 0.00	999,066.72 656.60 0.00	0.00 8,677.78 0.00	0.00 0.00 0.00	3,177.78 11,000.00 5,500.00	0.00 0.00 6,156.60
ST City of Escondido 544647FC9	LOS ANGELES CALIF UNI SCH DIST 0.00 USD	MUNI ST CA	N Y 0.00	310,000.00 0.00 0.00	-310,000.00 0.00 0.00	0.00 0.00 0.00	0.00 2,255.25 0.00	0.00 0.00 0.00	0.00 2,255.25 0.00	0.00 0.00 0.00
ST City of Escondido 665859AW4	NORTHERN TRUST CORP 670,000.00 USD	CORP ST IL	Y Y 0.00	671,111.44 0.00 0.00	0.00 0.00 0.00	670,752.36 -359.09 0.00	0.00 3,796.67 0.00	0.00 0.00 0.00	10,496.67 0.00 6,700.00	0.00 0.00 6,340.91
ST City of Escondido 87612EBM7	TARGET CORP 180,000.00 USD	CORP ST MN	Y Y 0.00	179,965.68 0.00 0.00	0.00 0.00 0.00	179,981.63 15.96 0.00	0.00 1,618.50 0.00	0.00 0.00 0.00	741.00 1,755.00 877.50	0.00 0.00 893.46
ST City of Escondido 87612EBM7	TARGET CORP 650,000.00 USD	CORP ST MN	Y Y 0.00	650,138.70 0.00 0.00	0.00 0.00 0.00	650,062.13 -76.58 0.00	0.00 5,844.58 0.00	0.00 0.00 0.00	2,675.83 6,337.50 3,168.75	0.00 0.00 3,092.17
ST City of Escondido 912797SA6	UNITED STATES TREASURY 2,000,000.00 USD	T-BILL ST DC	N Y 0.00	1,982,670.55 0.00 0.00	0.00 0.00 0.00	2,000,000.00 17,329.45 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 17,329.45

GAAP GL Income Detail

City of Escondido (299155)

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ST	UNITED STATES TREASURY	US GOV	N	1,896,468.59	-1,900,000.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	ST	Y	0.00	0.00	3,531.41	10,707.18	0.00	14,250.00	0.00
9128282A7	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	3,542.82	7,074.23
ST	UNITED STATES TREASURY	US GOV	N	1,155,080.71	0.00	1,157,058.08	0.00	0.00	3,333.42	0.00
City of Escondido	1,160,000.00	ST	Y	0.00	0.00	1,977.37	9,805.52	0.00	13,050.00	0.00
912828V98	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	6,577.90	8,555.27
ST	UNITED STATES TREASURY	US GOV	N	1,997,041.53	-2,000,000.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	ST	Y	0.00	0.00	2,958.47	15,642.27	0.00	18,750.00	0.00
912828Y95	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	3,107.73	6,066.20
ST	UNITED STATES TREASURY	US GOV	N	2,883,375.12	0.00	2,912,282.45	0.00	0.00	3,790.76	0.00
City of Escondido	3,000,000.00	ST	Y	0.00	0.00	28,907.33	40.76	0.00	0.00	0.00
912828ZV5	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	3,750.00	32,657.33
ST	UNITED STATES TREASURY	US GOV	N	0.00	0.00	1,948,182.38	0.00	3,750.00	1,263.59	0.00
City of Escondido	2,000,000.00	ST	Y	0.00	0.00	10,387.54	0.00	0.00	3,750.00	0.00
91282CAD3	USD	DC	0.00	1,937,794.84	0.00	0.00	0.00	0.00	1,263.59	11,651.13
ST	UNITED STATES TREASURY	US GOV	N	4,998,931.24	0.00	4,999,737.19	0.00	0.00	23,539.40	0.00
City of Escondido	5,000,000.00	ST	Y	0.00	0.00	805.95	9,476.90	0.00	0.00	0.00
91282CDG3	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	14,062.50	14,868.45
ST	UNITED STATES TREASURY	US GOV	N	398,963.02	0.00	399,745.01	0.00	0.00	1,883.15	0.00
City of Escondido	400,000.00	ST	Y	0.00	0.00	781.98	758.15	0.00	0.00	0.00
91282CDG3	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	1,125.00	1,906.98
ST	UNITED STATES TREASURY	US GOV	N	991,778.13	0.00	997,978.23	0.00	0.00	4,707.88	0.00
City of Escondido	1,000,000.00	ST	Y	0.00	0.00	6,200.10	1,895.38	0.00	0.00	0.00
91282CDG3	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	2,812.50	9,012.60
ST	UNITED STATES TREASURY	US GOV	N	499,841.71	0.00	499,961.08	0.00	0.00	2,353.94	0.00
City of Escondido	500,000.00	ST	Y	0.00	0.00	119.37	947.69	0.00	0.00	0.00
91282CDG3	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	1,406.25	1,525.62
ST	UNITED STATES TREASURY	US GOV	N	1,984,180.07	0.00	1,996,109.85	0.00	0.00	9,415.76	0.00
City of Escondido	2,000,000.00	ST	Y	0.00	0.00	11,929.78	3,790.76	0.00	0.00	0.00
91282CDG3	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	5,625.00	17,554.78
ST	UNITED STATES TREASURY	US GOV	N	1,972,707.20	0.00	1,980,804.73	0.00	0.00	23,016.30	0.00
City of Escondido	2,000,000.00	ST	Y	0.00	0.00	8,097.53	9,266.30	0.00	0.00	0.00
91282CEN7	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	13,750.00	21,847.53
ST	UNITED STATES TREASURY	US GOV	N	2,971,883.49	0.00	2,978,858.00	0.00	0.00	24,639.95	0.00
City of Escondido	3,000,000.00	ST	Y	0.00	0.00	6,974.51	264.95	0.00	0.00	0.00
91282CEW7	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	24,375.00	31,349.51
ST	UNITED STATES TREASURY	US GOV	N	0.00	0.00	1,987,013.41	0.00	27,500.00	9,266.30	0.00
City of Escondido	2,000,000.00	ST	Y	0.00	0.00	2,603.48	0.00	0.00	27,500.00	0.00
91282CFB2	USD	DC	0.00	1,984,409.92	0.00	0.00	0.00	0.00	9,266.30	11,869.79
ST	UNITED STATES TREASURY	US GOV	N	0.00	0.00	988,921.32	0.00	13,750.00	4,633.15	0.00
City of Escondido	1,000,000.00	ST	Y	0.00	0.00	2,217.23	0.00	0.00	13,750.00	0.00
91282CFB2	USD	DC	0.00	986,704.09	0.00	0.00	0.00	0.00	4,633.15	6,850.38
ST	UNITED STATES TREASURY	US GOV	N	0.00	0.00	2,983,593.58	0.00	41,250.00	13,899.46	0.00
City of Escondido	3,000,000.00	ST	Y	0.00	0.00	3,290.31	0.00	0.00	41,250.00	0.00
91282CFB2	USD	DC	0.00	2,980,303.27	0.00	0.00	0.00	0.00	13,899.46	17,189.77
ST	UNITED STATES TREASURY	US GOV	N	0.00	0.00	987,221.39	0.00	13,750.00	4,633.15	0.00
City of Escondido	1,000,000.00	ST	Y	0.00	0.00	2,555.83	0.00	0.00	13,750.00	0.00
91282CFB2	USD	DC	0.00	984,665.55	0.00	0.00	0.00	0.00	4,633.15	7,188.98
ST	UNITED STATES TREASURY	US GOV	N	0.00	0.00	989,039.99	0.00	15,625.00	2,676.11	0.00
City of Escondido	1,000,000.00	ST	Y	0.00	0.00	1,005.14	0.00	0.00	15,625.00	0.00
91282CFH9	USD	DC	0.00	988,034.84	0.00	0.00	0.00	0.00	2,676.11	3,681.25
ST	UNITED STATES TREASURY	US GOV	N	2,000,508.88	-2,000,000.00	0.00	0.00	0.00	0.00	0.00
City of Escondido	0.00	ST	Y	0.00	0.00	-508.88	32,872.93	0.00	43,750.00	0.00
91282CHU8	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	10,877.07	10,368.20
ST	UNITED STATES TREASURY	US GOV	N	2,998,963.49	0.00	2,999,745.12	0.00	0.00	51,786.68	0.00
City of Escondido	3,000,000.00	ST	Y	0.00	0.00	781.63	20,849.18	0.00	0.00	0.00
91282CLS8	USD	DC	0.00	0.00	0.00	0.00	0.00	0.00	30,937.50	31,719.13
ST	UNITEDHEALTH GROUP INC	CORP	Y	199,979.50	0.00	199,985.31	0.00	0.00	2,795.56	0.00
City of Escondido	200,000.00	ST	Y	0.00	0.00	5.81	945.56	0.00	0.00	0.00
91324PEG3	USD	MN	0.00	0.00	0.00	0.00	0.00	0.00	1,850.00	1,855.81
ST	UNITEDHEALTH GROUP INC	CORP	Y	440,630.98	0.00	440,430.46	0.00	0.00	6,150.22	0.00
City of Escondido	440,000.00	ST	Y	0.00	0.00	-200.52	2,080.22	0.00	0.00	0.00
91324PEG3	USD	MN	0.00	0.00	0.00	0.00	0.00	0.00	4,070.00	3,869.48

GAAP GL Income Detail

City of Escondido (299155)

07/01/2026 - 09/30/2026

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Dated: 10/23/2026

General Ledger Grouping, Account, Identifier	Description, Factorized Units, Currency	Security Type, BS Class, State	State Tax, Fed Tax, Net Transfers	Beginning Book Value less Due, Acquired Book Value less Due, Transferred In Book Value less Due	Disposed Book Value, Transferred Out Book Value less Due, Impairment Loss	Ending Book Value less Due, Net Amortization/ Accretion, Miscellaneous Income	Miscellaneous Expense, Beginning Due & Accrued, Acquired Due & Accrued	Transferred In Due & Accrued, Disposed Due & Accrued, Transferred Out Due & Accrued	Ending Due & Accrued, Interest/Dividend Received, Interest/Dividend Income	Net Realized Gain/ Loss, Net Gain/Loss, Net Income
ST	WASTE MANAGEMENT INC	CORP	Y	0.00	0.00	2,334,690.25	0.00	57,791.25	28,253.50	0.00
City of Escondido	2,335,000.00	ST	Y	0.00	0.00	98.66	0.00	0.00	57,791.25	0.00
94106LBX6	USD	TX	0.00	2,334,591.59	0.00	0.00	0.00	0.00	28,253.50	28,352.16
ST	**---**	**---**	**---**	**40,399,500.93**	**-8,210,000.00**	**45,492,476.86**	**0.00**	**177,166.25**	**274,492.90**	**0.00**
City of Escondido	**45,835,000.00**	**ST**	**Y**	**0.00**	**0.00**	**137,547.32**	**176,277.65**	**0.00**	**324,514.00**	**0.00**
---	**USD**	**---**	**0.00**	**13,165,428.60**	**0.00**	**0.00**	**0.00**	**0.00**	**245,563.00**	**383,110.33**

Summary

General Ledger Grouping, Account, Identifier	Description, Factorized Units, Currency	Security Type, BS Class, State	State Tax, Fed Tax, Net Transfers	Beginning Book Value less Due, Acquired Book Value less Due, Transferred In Book Value less Due	Disposed Book Value, Transferred Out Book Value less Due, Impairment Loss	Ending Book Value less Due, Net Amortization/ Accretion, Miscellaneous Income	Miscellaneous Expense, Beginning Due & Accrued, Acquired Due & Accrued	Transferred In Due & Accrued, Disposed Due & Accrued, Transferred Out Due & Accrued	Ending Due & Accrued, Interest/Dividend Received, Interest/Dividend Income	Net Realized Gain/ Loss, Net Gain/Loss, Net Income
---	**---**	**---**	**---**	**207,255,860.76**	**-22,210,004.00**	**195,059,068.51**	**0.00**	**177,166.25**	**1,407,214.60**	**0.00**
City of Escondido	**197,536,064.68**	**---**	**Y**	**9,655,683.66**	**-13,165,428.60**	**357,528.09**	**1,247,323.28**	**0.00**	**1,445,679.66**	**0.00**
---	**USD**	**---**	**-14,000,000.00**	**13,165,428.60**	**0.00**	**0.00**	**0.00**	**-177,166.25**	**1,605,570.98**	**1,963,099.07**

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

GAAP Transaction Detail (-2)

07/01/2026 - 09/30/2026

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City of Escondido (299155)

Dated: 10/23/2026

* Does not Lock Down.

Account	Identifier	Description	Current Units	Currency	Transaction Type	Entry Date	Settle Date	Final Maturity	Price	Principal	Commission	Amount
City of Escondido	02665WDZ1	AMERICAN HONDA FINANCE CORP	0.00	USD	Coupon	09/09/2026	09/09/2026	09/09/2026	---	0.00	0.00	6,500.00
City of Escondido	02665WDZ1	AMERICAN HONDA FINANCE CORP	-1,000,000.00	USD	Maturity	09/09/2026	09/09/2026	09/09/2026	100.000	-1,000,000.00	0.00	1,000,000.00
City of Escondido	037833BZ2	APPLE INC	0.00	USD	Coupon	08/04/2026	08/04/2026	08/04/2026	---	0.00	0.00	12,250.00
City of Escondido	037833BZ2	APPLE INC	-1,000,000.00	USD	Maturity	08/04/2026	08/04/2026	08/04/2026	100.000	-1,000,000.00	0.00	1,000,000.00
City of Escondido	037833EH9	APPLE INC.	0.00	USD	Coupon	08/05/2026	08/05/2026	08/05/2028	---	0.00	0.00	7,000.00
City of Escondido	14913R2U0	CATERPILLAR FINANCIAL SERVICES CORP	0.00	USD	Coupon	07/08/2026	07/08/2026	01/08/2027	---	0.00	0.00	6,800.00
City of Escondido	14913UBH2	CATERPILLAR FINANCIAL SERVICES CORP	0.00	USD	Coupon	07/08/2026	07/08/2026	01/08/2031	---	0.00	0.00	41,500.00
City of Escondido	17325FBK3	CITIBANK NA	0.00	USD	Coupon	08/06/2026	08/06/2026	08/06/2029	---	0.00	0.00	24,190.00
City of Escondido	24422EWA3	JOHN DEERE CAPITAL CORP	0.00	USD	Coupon	07/11/2026	07/11/2026	01/11/2027	---	0.00	0.00	6,800.00
City of Escondido	254687FL5	THE WALT DISNEY COMPANY	0.00	USD	Coupon	09/01/2026	09/01/2026	09/01/2029	---	0.00	0.00	10,000.00
City of Escondido	254687GC4	THE WALT DISNEY COMPANY	0.00	USD	Coupon	09/14/2026	09/14/2026	03/14/2029	---	0.00	0.00	88,333.33
City of Escondido	3130BA2S5	FEDERAL HOME LOAN BANKS	0.00	USD	Coupon	09/25/2026	09/25/2026	03/25/2031	---	0.00	0.00	87,500.00
City of Escondido	3133EMAC6	FEDERAL FARM CREDIT BANKS FUNDING CORP	0.00	USD	Coupon	09/21/2026	09/21/2026	09/21/2027	---	0.00	0.00	3,750.00
City of Escondido	437076DJ8	THE HOME DEPOT, INC.	0.00	USD	Coupon	09/15/2026	09/15/2026	09/15/2030	---	0.00	0.00	39,500.00
City of Escondido	438516CE4	HONEYWELL INTERNATIONAL INC	0.00	USD	Coupon	09/01/2026	09/01/2026	03/01/2027	---	0.00	0.00	3,850.00
City of Escondido	459200KM2	INTERNATIONAL BUSINESS MACHINES CORP	0.00	USD	Coupon	08/09/2026	08/09/2026	02/09/2027	---	0.00	0.00	11,000.00
City of Escondido	478160DJ0	JOHNSON & JOHNSON	0.00	USD	Coupon	09/01/2026	09/01/2026	03/01/2030	---	0.00	0.00	47,000.00
City of Escondido	544647FC9	LOS ANGELES CALIF UNI SCH DIST	0.00	USD	Coupon	07/01/2026	07/01/2026	07/01/2026	---	0.00	0.00	2,255.25
City of Escondido	544647FC9	LOS ANGELES CALIF UNI SCH DIST	-310,000.00	USD	Maturity	07/01/2026	07/01/2026	07/01/2026	100.000	-310,000.00	0.00	310,000.00
City of Escondido	58933YBQ7	MERCK & CO INC	0.00	USD	Coupon	09/15/2026	09/15/2026	09/15/2030	---	0.00	0.00	20,750.00
City of Escondido	87612EBM7	TARGET CORP	0.00	USD	Coupon	07/15/2026	07/15/2026	01/15/2027	---	0.00	0.00	8,092.50
City of Escondido	9128282A7	UNITED STATES TREASURY	0.00	USD	Coupon	08/15/2026	08/15/2026	08/15/2026	---	0.00	0.00	14,250.00
City of Escondido	9128282A7	UNITED STATES TREASURY	-1,900,000.00	USD	Maturity	08/15/2026	08/15/2026	08/15/2026	100.000	-1,900,000.00	0.00	1,900,000.00
City of Escondido	9128286B1	UNITED STATES TREASURY	0.00	USD	Coupon	08/15/2026	08/15/2026	02/15/2029	---	0.00	0.00	39,375.00
City of Escondido	912828V98	UNITED STATES TREASURY	0.00	USD	Coupon	08/15/2026	08/15/2026	02/15/2027	---	0.00	0.00	13,050.00
City of Escondido	912828Y95	UNITED STATES TREASURY	0.00	USD	Coupon	07/31/2026	07/31/2026	07/31/2026	---	0.00	0.00	18,750.00
City of Escondido	912828Y95	UNITED STATES TREASURY	-2,000,000.00	USD	Maturity	07/31/2026	07/31/2026	07/31/2026	100.000	-2,000,000.00	0.00	2,000,000.00
City of Escondido	912828Z94	UNITED STATES TREASURY	0.00	USD	Coupon	08/15/2026	08/15/2026	02/15/2030	---	0.00	0.00	15,000.00
City of Escondido	91282CAD3	UNITED STATES TREASURY	0.00	USD	Coupon	07/31/2026	07/31/2026	07/31/2027	---	0.00	0.00	3,750.00
City of Escondido	91282CBJ9	UNITED STATES TREASURY	0.00	USD	Coupon	07/31/2026	07/31/2026	01/31/2028	---	0.00	0.00	3,750.00
City of Escondido	91282CFB2	UNITED STATES TREASURY	0.00	USD	Coupon	07/31/2026	07/31/2026	07/31/2027	---	0.00	0.00	96,250.00
City of Escondido	91282CFH9	UNITED STATES TREASURY	0.00	USD	Coupon	08/31/2026	08/31/2026	08/31/2027	---	0.00	0.00	15,625.00
City of Escondido	91282CFJ5	UNITED STATES TREASURY	0.00	USD	Coupon	08/31/2026	08/31/2026	08/31/2029	---	0.00	0.00	31,250.00
City of Escondido	91282CFL0	UNITED STATES TREASURY	0.00	USD	Coupon	09/30/2026	09/30/2026	09/30/2029	---	0.00	0.00	38,750.00
City of Escondido	91282CGJ4	UNITED STATES TREASURY	0.00	USD	Coupon	07/31/2026	07/31/2026	01/31/2030	---	0.00	0.00	35,000.00
City of Escondido	91282CGP0	UNITED STATES TREASURY	0.00	USD	Coupon	08/31/2026	08/31/2026	02/29/2028	---	0.00	0.00	60,000.00
City of Escondido	91282CGT2	UNITED STATES TREASURY	0.00	USD	Coupon	09/30/2026	09/30/2026	03/31/2028	---	0.00	0.00	90,625.00
City of Escondido	91282CHQ7	UNITED STATES TREASURY	0.00	USD	Coupon	07/31/2026	07/31/2026	07/31/2028	---	0.00	0.00	61,875.00
City of Escondido	91282CHU8	UNITED STATES TREASURY	0.00	USD	Coupon	08/15/2026	08/15/2026	08/15/2026	---	0.00	0.00	43,750.00
City of Escondido	91282CHU8	UNITED STATES TREASURY	-2,000,000.00	USD	Maturity	08/15/2026	08/15/2026	08/15/2026	100.000	-2,000,000.00	0.00	2,000,000.00
City of Escondido	91282CJA0	UNITED STATES TREASURY	0.00	USD	Coupon	09/30/2026	09/30/2026	09/30/2028	---	0.00	0.00	69,375.00
City of Escondido	91282CKG5	UNITED STATES TREASURY	0.00	USD	Coupon	09/30/2026	09/30/2026	03/31/2029	---	0.00	0.00	20,625.00
City of Escondido	91282CNN7	UNITED STATES TREASURY	0.00	USD	Coupon	07/31/2026	07/31/2026	07/31/2030	---	0.00	0.00	58,125.00
City of Escondido	91282CNX5	UNITED STATES TREASURY	0.00	USD	Coupon	08/31/2026	08/31/2026	08/31/2030	---	0.00	0.00	18,125.00
City of Escondido	91282CNY3	UNITED STATES TREASURY	0.00	USD	Coupon	09/15/2026	09/15/2026	09/15/2028	---	0.00	0.00	50,625.00
City of Escondido	91282CPA3	UNITED STATES TREASURY	0.00	USD	Coupon	09/30/2026	09/30/2026	09/30/2030	---	0.00	0.00	36,250.00
City of Escondido	91282CPW5	UNITED STATES TREASURY	0.00	USD	Coupon	07/31/2026	07/31/2026	01/31/2031	---	0.00	0.00	0
City of Escondido	94106LBX6	WASTE MANAGEMENT INC	0.00	USD	Coupon	07/03/2026	07/03/2026	07/03/2027	---	0.00	0.00	6

GAAP Transaction Detail (-2)

City of Escondido (299155)

07/01/2026 - 09/30/2026

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Dated: 10/23/2026

Account	*Identifier*	*Description*	*Current Units*	*Currency*	*Transaction Type*	*Entry Date*	*Settle Date*	*Final Maturity*	*Price*	*Principal*	*Commission*	*Amount*
City of Escondido	CCYUSD	US DOLLAR	0.00	USD	Cash Transfer	07/21/2026	07/21/2026	09/30/2026	---	0.00	0.00	-3,369,203.94
City of Escondido	CCYUSD	US DOLLAR	0.00	USD	Cash Transfer	07/21/2026	07/21/2026	09/30/2026	---	0.00	0.00	3,369,203.94
City of Escondido	CCYUSD	US DOLLAR	0.00	USD	Cash Transfer	07/22/2026	07/22/2026	09/30/2026	---	0.00	0.00	4.00
City of Escondido	CCYUSD	US DOLLAR	0.00	USD	Cash Transfer	07/22/2026	07/22/2026	09/30/2026	---	0.00	0.00	-4.00
City of Escondido	CCYUSD	US DOLLAR	0.00	USD	Cash Transfer	07/22/2026	07/22/2026	09/30/2026	---	0.00	0.00	4.00
City of Escondido	CCYUSD	US DOLLAR	0.00	USD	Cash Transfer	07/22/2026	07/22/2026	09/30/2026	---	0.00	0.00	-4.00
City of Escondido	CCYUSD	US DOLLAR	0.00	USD	Cash Transfer	07/22/2026	07/22/2026	09/30/2026	---	0.00	0.00	-14,000,000.00
City of Escondido	X9USDBRD2	BLACKROCK FED TRST DOLR SHR FD 102	9,655,683.66	USD	Buy	---	---	09/30/2026	1.000	9,655,683.66	0.00	-9,655,683.66
City of Escondido	X9USDBRD2	BLACKROCK FED TRST DOLR SHR FD 102	-14,000,004.00	USD	Sell	---	---	09/30/2026	1.000	-14,000,004.00	0.00	14,000,004.00
City of Escondido	X9USDBRD2	BLACKROCK FED TRST DOLR SHR FD 102	0.00	USD	Money Market Funds	07/02/2026	07/02/2026	09/30/2026	---	0.00	0.00	28,063.54
City of Escondido	X9USDBRD2	BLACKROCK FED TRST DOLR SHR FD 102	0.00	USD	Money Market Funds	08/04/2026	08/04/2026	09/30/2026	---	0.00	0.00	26,281.03
City of Escondido	X9USDBRD2	BLACKROCK FED TRST DOLR SHR FD 102	0.00	USD	Money Market Funds	09/02/2026	09/02/2026	09/30/2026	---	0.00	0.00	16,047.76
City of Escondido	**---**	**---**	**-12,554,320.34**	**USD**	**---**	**---**	**---**	**09/17/2026**	**---**	**-12,554,320.34**	**0.00**	**0.00**

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

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

Audit (-279)

07/01/2026 - 09/30/2026

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City of Escondido (299155)

Dated: 10/23/2026

Limits.

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

Resolutions.

Timestamp, Username	Account, Policy Name	Category Name, Rule Name	Identifier, Description	Previous Start Date, New Start Date	Previous End Date, New End Date

Notes.

Timestamp, Username	Account, Policy Name	Category Name, Rule Name	Identifier, Description	Previous Note, New Note

STAFF REPORT

December 2, 2026
File Number 0910-20

SUBJECT

SPLASH PAD AT GROVE PARK CHANGE ORDER NO.1

DEPARTMENT

Public Works

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-196 authorizing the Mayor to execute Change Order No. 1 in the amount of $308,542 for the Splash Pad at Grove Park Project to Western State Builders, Inc.

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

Presenter: Ed Vasquez, Project Manager

ESSENTIAL SERVICE – Yes, Public Works/Infrastructure; Maintenance of Parks facilities/Open Spaces

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

FISCAL ANALYSIS

There is no cost from the general fund. The funds for the Splash Pad at Grove Park Project ("Project") were allocated in the General Capital Project Fund FY25-26. There remains a balance of $520,214 therefore sufficient funds are available to cover Change Order No. 1 in the amount of $308,542.

Sufficient funding is available in the General Capital Projects Fund to complete the Project.

PREVIOUS ACTION

On July 23, 2025 the City Council approved entering into a Public Improvement Agreement with Western State Builders in the amount of $2,356,264 for the construction of the splash pad at Grove Park.

BACKGROUND

On April 30, 2025, a Notice Inviting Bids for installation of the Splash Pad at Grove Park was duly published.

On June 5, 2025, seven sealed bids were opened in response to the advertised request for bids for this Project. Western State Builders, Inc. was determined to be lowest responsible and responsive bid in the amount of $2,356,264.

CITY of ESCONDIDO

STAFF REPORT

On March 2026 construction started on the Project with a scheduled completion of September 2026. The Splash Pad was officially open to the public on Saturday, September 26, 2026.

During construction, several unforeseen field conditions were encountered that required modifications to successfully complete the Project and ensure proper system functionality. These necessary changes included the installation of a perimeter fence, relocation of the surge tank, reconfiguration of plumbing lines, additional excavation and concrete work, installation of an additional activator post for the small children's play area, and the addition of check valves and ball valves to ensure the system operates safely and efficiently.

RESOLUTIONS

a. Resolution No. 2026-196
b. Resolution No. 2026-196—Exhibit “A”—Splash Pad at Grove Park Change order Form

RESOLUTION NO. 2026-196

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, CONSTRUCTION CHANGE ORDER WITH WESTERN STATE BUILDERS INC. FOR THE SPLASH PAD AT GROVE PARK PROJECT

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program budget for the Splash Pad at Grove Park Project ("Project"); and

WHEREAS, a Notice Inviting Bids for said Project was duly published on April 30, 2025; and

WHEREAS, pursuant to said notice, seven sealed bids for the Project were opened and evaluated on June 5, 2025; and

WHEREAS, Western State Builders Inc. was determined to be the lowest most responsive and responsible bidder for the Project; and

WHEREAS, this City Council entered into a Public Improvement Agreement with Western State Builders Inc. in the amount of $2,356,264 on July 23, 2025; and

WHEREAS, construction started on March, 2026 and completed June 2026; and

WHEREAS, during the course of construction the items listed in Change Order No. 1 were deemed to be necessary for successful completion of the Project; and

WHEREAS, staff recommends processing Change Order No. 1 for pump and flow meter, drains, activator post, missing graphics, check valve, butterfly valve, plumbing changes, fencing and associated concrete work; additional sewer cleanouts; and

WHEREAS, staff recommends approving Change Order No. 1 with Western State Builders in the amount not to exceed $301,105.

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 that it is in the best public interest to award the change order in the amount of $308,542 to Western State Builders Inc., attached as Exhibit “A”, for improvements to the Splash Pad at Grove Park Project.

3. That the City Council approves Resolution No. 2026-196, authorizing the Mayor to execute construction Change Order No. 1 in an amount not to exceed $308,542.

City of Escondido
Public Works
201 N. Broadway
Escondido, CA 92025
Phone: 760-839-4668

Date: **12/2/2026**

PROJECT: **Splashpad at Grove Park**

PO#: **271**

ACCOUNT #:

CONTRACT CHANGE ORDER: **1**

CONTRACTOR: **Western State Builders**

TITLE:	
Pmubing Changes, Flow meter addition, concrete work, plumbing work, perimeter fence , butterfly and check valves	
DESCRIPTION OF CHANGE:	
Item No. 1 - Missing Pump and Flow Meter	$1,880.00
Item No. 2 - Drains	$19,396.00
Item No. 3 - Activator Post	$11,299.00
Item No. 4 - Graphics	$705.00
Item No. 6.1 - Check and Butterfly Valves	$6,008.00
Item No. 7 Pipe direction change, concrete removal for surge tank	$23,185.00
Item No. 8 Fencing and associated conrete Crub	$163,587.00
Item No. 8 Floor drain, trap Primer	$4,589.00
Item No. 9 Additional plumbing inside Equipment room	$15,618.00
Item No. 10 Clean-out for sewer lateral	$15,619.00
Item No. 11 Design Changes Surge Tank Location	$41,102.00
Item No. 13 Ball Valve for water shut off at Equipment Room	$5,557.00

This change will **INCREASE** the contract amount.

Based On:

Agreed Lump Sum	**X**	Original Contract	$2,356,234.00
Time and Material	**N/A**	Current Contract	$2,356,234.00
Time Extension	**N/A**	**Amount Due**	**$308,542.00**
Bid Unit Price	**N/A**	Amended Contract	$2,664,776.00

To be paid: **$308,542.00**

1880
19396
11299
705
6008
23185
163587
4586
15618
15619
41102
5557
308542

Approved By:

CONTRACTOR

Signature: _____

Print Name: _____

Title: _____

Date: _____

CITY OF ESCONDIDO

Signature: _____

Print Name: Ed Vasquez

Title: Construction / Project Manager

Date: _____

Signature: _____

Print Name: Joseph Goulart

Title: Director of Public Works

Date: _____

STAFF REPORT

December 2, 2026
File Number 0910-20

SUBJECT

WEST 2ND AVENUE & SOUTH SPRUCE STREET CHANNEL FENCE PROJECT CHANGE ORDER NO. 1

DEPARTMENT

Public Works / Building Maintenance

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-195 authorizing the Mayor to execute Change Order No. 1 with Red Hawk Services, Inc. dba Red Hawk Fence in the amount of $81,222 for the West 2nd Avenue and South Spruce Street Channel Fence Project.

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

Presenter: Ed Vasquez, Project Manager

ESSENTIAL SERVICE - Yes, Public Works/Infrastructure

COUNCIL PRIORITY – Prioritize Public Safety; Be Business Friendly; Measure I Investments

FISCAL ANALYSIS

There is no cost from the general fund. The funds for the West 2nd Avenue and South Spruce Street Channel Fence Project ("Project") were allocated in the FY 2025-2026 Measure I funding in the amount of $400,000. There remains a balance of $235,389 therefore sufficient funds are available to cover Change Order No. 1 in the amount of $81,222.

PREVIOUS ACTION

None

BACKGROUND

Public safety remains one of the City's highest priorities. The need to provide adequate protective fencing along drainage channels located within public rights-of-way has become increasingly important. The drainage channel located near the intersection of West 2nd Avenue and South Spruce Street is adjacent to both the railroad corridor and several local businesses, creating a potential safety concern for pedestrians and the surrounding community.

CITY of ESCONDIDO

STAFF REPORT

Installation of a seven-foot cut-resistant security fence is a critical improvement needed to deter illegal dumping, vandalism, and unauthorized encampments within the exposed drainage channel. The absence of adequate security measures has resulted in recurring maintenance issues, increased cleanup costs, and potential public safety hazards. The proposed fencing will restrict unauthorized access, protect adjacent businesses and railroad infrastructure, and improve the overall safety, appearance, and functionality of the drainage channel corridor.

RESOLUTIONS

a. Resolution No. 2026-195
b. Resolution No. 2026-195—Exhibit "A"— West 2nd Avenue and South Spruce Street Channel Fence Project Change Order No. 1

ATTACHMENTS

a. Attachment "1"—Change Order Estimates

RESOLUTION NO. 2026-195

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A CHANGE ORDER WITH RED HAWK SERVICE, INC. DBA RED HAWK FENCE FOR THE WEST 2ND AVENUE AND SOUTH SPRUCE STREET CHANNEL FENCE PROJECT

WHEREAS, West 2nd Avenue and South Spruce Street Channel has had ongoing vandalism and debris dumping issues; and

WHEREAS, staff have made every effort to keep the channel clean and free of debris; and

WHEREAS, staff inspected, evaluated and determined that it was in the best interest of the City to install a 7 foot tall cut resistant fence around the perimeter of the channel ("Project"); and

WHEREAS, Red Hawk Fence was awarded public improvement agreement in the amount of $164,611 in Measure I funding; and

WHEREAS, the Project is designed to provide a safety barrier preventing dumping, vandalism and encampments; and

WHEREAS, Red Hawk Fence was selected as the lowest responsive and responsible bidder through and formal bid process; and

WHEREAS, staff have further evaluated and determined the items noted in Change Order No. 1 are critical to the successful project completion; and

WHEREAS, the items listed in Change Order No. 1 cover additional concrete work, bollards for protection of the fence from vehicle impacts, double gates for maintenance vehicle access, additional fence to have on hand for replacement purpose; and

WHEREAS, staff recommends approving Change Order No. 1 with Red Hawk Fence in an amount not to exceed $81,222.

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 it is in the best public interest to award Change Order No. 1 in the amount of $81,222 to Red Hawk Fence, for improvements at West 2nd Avenue and South Spruce Channel Fence Project.

3. That the City Council approves Resolution No. 2026-195, authorizing the Mayor to execute construction Change Order No. 1, attached hereto as Exhibit “A”, in an amount not to exceed $81,222.

City of Escondido
Public Works
201 N. Broadway
Escondido, CA 92025
Phone: 760-839-4668

Date: **12/2/2026**

PROJECT: **W. 2nd and Spruce Channel Fence Project**

PO#: **562**

ACCOUNT #:

CONTRACT CHANGE ORDER: **1**

CONTRACTOR: **Red Hawk Fence Inc.**

TITLE:
concrete work, bollards for protection of the fence from vehicle impacts, double gates for maintenance vehicle access, additional fence to have on hand for replacement purpose
DESCRIPTION OF CHANGE:
Item No. 1 - 10 bollards to protect entrance off spruce Item $11,416.00 Item No. 2 - ADD Fence and Panels Mission Pool & SDGE $12,015.00 Item No. 3 - ADD double gate 8' X 19', 3rd Avenue (Maint) $22,636.00 Item No. 4 - 8' X 6' Cement wall for reatining driveway $17,963.00 Item No. 5 - Additiomnal Fence to have as back up for repairs $17,193.00

This change will **INCREASE** the contract amount.

Based On:

Agreed Lump Sum	**X**	Original Contract	$164,611.00
Time and Material	**N/A**	Current Contract	$164,611.00
Time Extension	**N/A**	**Amount Due**	**$81,222.00**
Bid Unit Price	**N/A**	Amended Contract	$245,833.00
		To be paid:	**$81,222.00**

Approved By:

CONTRACTOR
Signature: _____
Print Name: _____
Title: _____
Date: _____

CITY OF ESCONDIDO
Signature: _____
Print Name: Ed Vasquez
Title: Construction / Project Manager
Date: _____

Signature: _____
Print Name: Joseph Goulart
Title: Director of Public Works
Date: _____

RED HAWK SERVICES

262 E 1st St Perris, CA 92570

P: (951) 928-2717 F: (951) 940-0429

DATE: 10/14/2026

CA LIC#: 1050794

LiUNA: Local 1184
DIR# 10000405318

PROPOSAL FOR: City of Escondido
ATTN: Eduardo Vasquez
E: Eduardo.Vasquez@escondido.gov

REFERENCE: City of Escondido Channel Fence Change Order 1

Install 2 Saddle Brackets on CMU wall welded to posts and weld panels to posts

Bid Item #1 Fabricate and install custom posts and panels to secure channel

1. Shop fabricate saddle brackets to accommodate CMU wall field condition to secure channel fencing
2. All saddle mounted posts to be cold galved and painted to match posts
3. Install 7 tension bands ans 4 brace bands to tie into existing fence
4. Install 1 V Barb arm welded to top of post to tie into existing fence
5. Roto-hammer CMU wall and install (2) 3/8"x 2-1/2" bolts horizontally at base of saddle per side and tack weld ends to prevent removal
6. Cold Galv all welded components and paint semigloss black

Total: $12,015.07 - Fabrication 1 day Installation 2 days

Install (10) 4'H 4" WT40 Bollards 50,000 PSI yield strength powder coated safety yellow

Bid Item #2 Fabricate and install 4'H Bollards 5' O.C. to protect channel fence on Spruce St to protect channel fence

7. Shop fabricate (10) 7' 4" WT40 posts 50,000PSI yield strength
8. Powder Coate Safety Yellow
9. Footing 12"x36" per Green Book and City Specifications min 3000PSI 24Day cure stregenth
10. Bollards to be filled with concrete and domed at the top
11. Bollards to be 48" above exiting grade and 36" below grade

Total: $11,415.65 - Materials lead time 1 day installation 2 days

Exclusions: Excludes Cad welding, Certified Drawings, Underground Utility Detection. Core Drilling or Pot Holing.

Notes: Current Dig Alert ticket is active at time of quote

WAGE RATE: Quoted at Prevailing Wage Rates

TIME FRAME: (from receipt of fully executed approved Submittals) Materials Lead Time: 1 Day Working day(s) at time of quote panel can be sourced from local vendor; Installation (2) Working days for Saddle installation and (2) Working days for bollard installation Substantial Completion: 4 working days.

TERMS: Materials to be delivered to job site or stored at Red Hawk Services facility. Progress payments throughout duration of project (when applicable). Balance of contract due upon completion of phased work; net 30 days in full upon receipt of final invoice (less any retention) Proposal good for 30 days with current pricing. Proposal is based on no interruptions of work.

Red Hawk Services

Jarold Smollen
262 E. First Street
Perris, CA 92570
(951) 772-2320

Estimated By

ACCEPTED: (Buyer)

X Ed C Vasquez PM, City of Escondido 10/15/2026
Signature of Purchaser (By signed this proposal becomes a contract)

Mailing Address

Accepted by Red Hawk Services Representative

RED HAWK SERVICES

262 E 1st St Perris, CA 92570

P: (951) 928-2717 F: (951) 940-0429

CA LIC#: 1050794

LiUNA: Local 1184
DIR# 10000405318

DATE: 11/09/2026

PROPOSAL FOR: City of Escondido
ATTN: Eduardo Vasquez
E: Eduardo.Vasquez@escondido.gov

REFERENCE: City of Escondido Channel Fence Change Order 2

Remove 3 posts and footings and install (2) 6"x6" Hinge posts

Bid Item #1 Fabricate and install (1) Beta Fence 8'H x 19' W' Double Drive gate

1. Shop fabricate 2"x2" Pre Galvanized Frame for Double Drive Gate
2. Utilize Beta fence panels taken from fenceline demo for Double Drive Gate and we to frame ans send to powder coating
3. New Double Drive Gates will be mounted to 6"x6" x ¼" wall Hinge Posts using elite Hines and have a footing of 24" x 36" 3500 PSI Concrete. Will have same fulcrum latch and lockable drop rod assemblies for security.
4. All material to be galvanized and powder coated black to match existing fence.
5. Cold Galv all welded components and paint semigloss black for gate hinges

Total: $22,635.70 - Fabrication 3 days Demo / Installation 3-4days

Construct 8'L x 6' Tall Cement wall for erosion control

Bid Item #2 Construct 8'long by 6ft tall Cement wall with footing 13" Wide doweled into Water Channel

6. Remove and clear existing soil for wall area of channel
7. Form and pour for 8'L x 6' H wall with #4 Rebar 12" O.C.
8. Back fill dirt by wall and channel
9. Add drain rock between wall and entire length of driveway
10. Add posts to block wall for continuation of cable fencing atop block wall

Total: $17,963.23 - Materials lead time 1 day installation 2 days

Exclusions: Excludes Cad welding, Certified Drawings, Underground Utility Detection. Core Drilling or Pot Holing.

Notes: Gates to be shop fabricated utilizing existing salvaged panels from demo. Beta Fence has 18 Week lead time for fabrication of gates.

WAGE RATE: Quoted at Prevailing Wage Rates

TIME FRAME: (from receipt of fully executed approved Submittals) Materials Lead Time: 6 Working day(s) at time of quote galvanized steel and powder coating; Installation (4) Working days for gate and removeable bollard installation (4) Working days for Masonry Block wall in Channel Substantial Completion: 8 working days.

TERMS: Materials to be delivered to job site or stored at Red Hawk Services facility. Progress payments throughout duration of project (when applicable). Balance of contract due upon completion of phased work; net 30 days in full upon receipt of final invoice (less any retention) Proposal good for 30 days with current pricing. Proposal is based on no interruptions of work.

Red Hawk Services

Jarold Smollen
262 E. First Street
Perris, CA 92570
(951) 772-2320

Estimated By

ACCEPTED: (Buyer)

X Ed Vasquez PM, City of Escondido 11/9/2026
Signature of Purchaser (By signed this proposal becomes a contract)

Mailing Address

Accepted by Red Hawk Services Representative

RED HAWK SERVICES

262 E 1st St Perris, CA 92570

P: (951) 928-2717 F: (951) 940-0429

DATE: 11/09/2026

CA LIC#: 1050794

LiUNA: Local 1184
DIR# 10000405318

PROPOSAL FOR: City of Escondido
ATTN: Eduardo Vasquez
E: Eduardo.Vasquez@escondido.gov

REFERENCE: City of Escondido Channel Fence Change Order 3 Additional Material

Provide (10) 8' x 10' Beta Secure Four Fence Panes. (10) 4"x4" 11Ga Posts and (70) Secure Four Spider Brackets Shipped to their

Item: Description:

1. (10) WLDMT PNL SEC4D 1-1 .155 DIA. w/ 2 HN 120"LG 96"WD ZAL C001 - $521.60 Ea. X 10 = $5,216.00
2. (10) TUBE A500 Gr.B 4" SQR 11ga 120"LG PG C001 - CAP PRESS 4" SQR PG C001 - $316.07 Ea. X 10 = $3,160.70
3. (70) BRAK SEC4D SPIDER W/ HDW C001Apply zinc and Semi-Gloss black touch up paint - $17.21 x 70 = $1,204.70
4. (1) Shipping $7,611.35

Total for material purchased from Moore Fence: $17,192.75

Exclusions: Excludes Cad welding, Certified Drawings, Underground Utility Detection. Core Drilling or Pot Holing.

Notes: Material to be shipped form the manufacturer directly to Owners facility

WAGE RATE:

TIME FRAME: (from receipt of fully executed approved Submittals) Materials Lead Time: 12 Weeks however expect Mid December delivery

TERMS: Materials to be delivered to job site or stored at Red Hawk Services facility. Progress payments throughout duration of project (when applicable). Balance of contract due upon completion of phased work; net 30 days in full upon receipt of final invoice (less any retention) Proposal good for 30 days with current pricing. Proposal is based on no interruptions of work.

Red Hawk Services

Jarold Smollen
262 E. First Street
Perris, CA 92570
(951) 772-2320

Estimated By

ACCEPTED: (Buyer)

X Ed C Vasquez PM, City of Escondido 11/9/2026
Signature of Purchaser (By signed this proposal becomes a contract)

Mailing Address

Accepted by Red Hawk Services Representative

STAFF REPORT

December 2, 2026
File Number 0600-10; A-3632

SUBJECT

A TORCH RELAY AGREEMENT WITH THE LOS ANGELES ORGANIZING COMMITTTEE FOR THE OLYMPIC GAMES 2028

DEPARTMENT

City Manager

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-194 authorizing the Mayor to sign the Torch Relay Agreement, an agreement with the Los Angeles Organizing Committee for the Olympic Games 2028 ("LA28") which could bring the Olympic Flame through Escondido.

Staff Recommendation: Approval (City Manager's Office: Christopher McKinney, Deputy City Manager)

Presenter: Nicole Lindsay, Management Analyst II

ESSENTIAL SERVICE – No

COUNCIL PRIORITY – Be Business Friendly; Drive Community and Land Development.

FISCAL ANALYSIS

While there is no fee from the Los Angeles Organizing Committee to host the Torch Relays, the City will be responsible for all costs associated with essential municipal services required. The specific services required are detailed in the Torch Relay Agreement ("Agreement") and include permitting, facilities, public safety, traffic management, emergency medical support, and sanitation. Because a relay route has not yet been identified, specific operational needs remain unknown.

PREVIOUS ACTION

None

BACKGROUND

During summer 2028, the City of Los Angeles will host the Olympic and Paralympic games. The Olympic Torch Relay helps to build shared excitement and anticipation for the Games throughout the host country. Though the United States has hosted numerous Olympics, this will be the first time ever that the flame will travel to all fifty states before arriving in Los Angeles for the Opening Ceremony on July 14, 2028.

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On September 2026, the Mayor was contacted by the National Engagement Team of the LA28 Olympic and Paralympic Organizing Committee with an invitation to join a webinar if the City was interested in bringing the Olympic Torch to Escondido. Since then, City staff have been working directly with LA28 to explore the opportunity.

The Torch Relay offers Escondido residents an especially meaningful connection to the Olympic Games, one that few communities across the country will have so close to home. For most people, the Olympic Torch Relay will be the closest they come to experiencing the Olympic Games in person. The Torch Relay represents an extraordinary opportunity for the City of Escondido to showcase our community to a global audience, and the Games' proximity makes this opportunity even more compelling.

The Relay

The exact route of the Torch Relay has not yet been determined, including the specific date, time, and route that the torch would travel through Escondido. While many factors go into determining the route, LA28 will work directly with the City and have advised that on average, the Relay will travel through a city for approximately 45 to 90 minutes, depending on the route and planned activities. The process is more comparable to a dignitary motorcade with rolling street closures, rather than a parade requiring full closures for several hours.

The selection of the torchbearers will be determined at a later date.

General Agreement Terms

The City Council is being asked to consider whether to authorize the Mayor to execute the Torch Relay Agreement on behalf of the City. The Agreement outlines the responsibilities of both LA28 and the City for planning and hosting the Olympic Torch Relay. LA28 would oversee the Relay, while the City would provide local planning and operational support, at no cost to LA28. LA28 does not allow for any amendments to the agreement and must be signed as currently written.

Key City responsibilities include:

- Coordinating with LA28 on the Relay route and local activities;
- Providing public safety including emergency medical services and law enforcement, traffic control, sanitation, facilities, and other operational support;
- Establishing a local task force and supporting community outreach and promotion; and
- Complying with LA28 requirements related to branding, sponsorship, confidentiality, insurance, and use of Olympic intellectual property.

The City Manager's Office fully supports this historic opportunity and recommends that the City Council support the agreement. If approved and executed, the agreement will be shared with LA28. During the

CITY of ESCONDIDO

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first half of 2027, LA28 will lead a coordinated national public announcement unveiling the full Olympic Torch Relay route and highlighting the communities that will help bring it to life.

RESOLUTIONS

a. Resolution No. 2026-194
b. Resolution No. 2026-194—Exhibit "A"— Torch Relay Agreement

RESOLUTION NO. 2026-194

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A TORCH RELAY AGREEMENT BETWEEN LOS ANGELES ORGANIZING COMMITTTEE FOR THE OLYMPIC GAMES 2028 ("LA28")

WHEREAS, the Los Angeles Organizing Committee for the Olympic Games 2028 ("LA28") is planning the Olympic Torch Relay in connection with the 2028 Olympic Games; and

WHEREAS, the City of Escondido ("City") has been working with LA28 to explore the opportunity for the Olympic Torch Relay to travel through Escondido; and

WHEREAS, the Olympic Torch Relay would provide an opportunity for residents to experience the excitement of the Olympic Games and for the City to showcase its community; and

WHEREAS, the Torch Relay Agreement ("Agreement") outlines the respective responsibilities of LA28 and the City for planning and hosting the Olympic Torch Relay, with LA28 overseeing the Relay and the City providing local planning and operational support at no cost to LA28; and

WHEREAS, although LA28 does not charge a hosting fee, the City would be responsible for the costs of required municipal services, including permitting, facilities, public safety, traffic management, emergency medical support, and sanitation; and

WHEREAS, the specific date, time, and route of the Olympic Torch Relay through Escondido have not yet been determined; and

WHEREAS, the City Council finds that entering into the Agreement is in the best interest of the City.

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

1. That the above recitations are true.

2. That the City Council authorizes the Mayor to execute, on behalf of the City, the Torch Relay Agreement with the Los Angeles Organizing Committee for the Olympic Games 2028, attached as Exhibit “A” and incorporated by this reference, subject to approval as to form by the City Attorney.

TORCH RELAY

Invitation Letter & Agreement

[DATE]

To Whom It May Concern:

The Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 (LA28) greatly appreciates your interest in welcoming the Olympic Torch Relay to your community as part of the 2028 Olympic Games. For the first time in history, the Olympic Flame will make its way across all fifty states, showcasing the cultural and civic diversity that makes our nation unique, before arriving in Los Angeles at the Opening Ceremony on July 14, 2028.

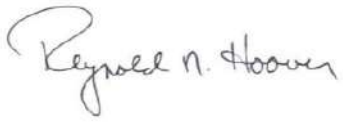
Few traditions reflect the spirit and heritage of the Olympic Games as profoundly as the Olympic Flame's journey. Starting from Olympia, Greece, the Torch Relay will be planned in close collaboration between LA28 and each participating city. While LA28 will lead the overall delivery of the Relay, its success will rely on key support services from the participating city to ensure a safe and seamless passage through your community.

Enclosed is the Torch Relay Agreement for your review, which outlines the primary areas where LA28 will need the City's partnership to deliver this historic event. LA28 will route the definitive agreement for electronic signature once we receive confirmation of your city's interest in participating in the Torch Relay.

It is critical that the route and your city's involvement remain strictly confidential until LA28 issues the official public announcement. Upon execution of the Torch Relay Agreement, LA28 will provide additional information to support your city prior to the public announcement of its participation in the Relay.

The 2028 Olympic Torch Relay will create a meaningful legacy in your city and offer your community a unique opportunity to participate in the 2028 Games. Earlier this year, I had the incredible and unforgettable honor of participating in the Milano-Cortina 2026 Winter Olympic Torch Relay. The Olympic Flame is a powerful global symbol of unity across nations, and we have an opportunity to make history as we carry that same spirit and energy across our country. Together, we will ensure the 2028 Olympic & Paralympic Games reflect the heart and soul of America. We hope that your city will join us in this momentous event, and we look forward to working alongside you to shine a global spotlight on your community.

Sincerely,



Chief Executive Officer
Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028

Enclosures: Torch Relay Agreement



TORCH RELAY AGREEMENT

This Torch Relay Agreement (the "Agreement") is entered as of the date of the last signature set forth below between the Los Angeles Organizing Committee for the Olympic Games 2028 ("LA28") and the [CITY] ("City"). Collectively, these entities shall be known herein as the "Parties" or individually as a "Party." Capitalized terms used in this Agreement have the meanings set forth in Addendum B ("Definitions").

I. REQUIREMENTS

1. Roles of the Parties.

1.1 LA28's Role. LA28 has the overall responsibility for staging the Relay within the City Jurisdiction with the principal objectives of: (i) showcasing the City, community, and surrounding region whenever possible, and (ii) promoting the Games and the Olympic Movement.

1.2 City's Role. The City agrees to provide planning, advisory and operational support services, without any charge to LA28 or Associated Parties, that include, but is not limited to: (i) assisting LA28 with the staging of the Relay; (ii) organizing, producing, and operating associated events (as applicable) within the City Jurisdiction; and (iii) ensuring that no other major events are staged in the City Jurisdiction on the day of the Relay. The City's rights and responsibilities in relation to the Relay within the City Jurisdiction are as set forth in this Agreement. The City will carry out such responsibilities as are applicable to the City and will, through its membership and representation on the Community Task Force, cause the Community Task Force to carry out such responsibilities as are assigned to the Community Task Force.

The City acknowledges that, LA28 possesses the exclusive right in connection with the Relay to make sponsorship, marketing, merchandising and concessionaire arrangements.

The City hereby appoints the following individuals to act as the principal and secondary points of contact and liaisons between LA28, on the one hand, and the City and Community Task Force, on the other:

City's Primary Contact:

Name:

Title:

Address:

Telephone:

E-mail:

City's Secondary Contact:

Name:

Title:

Address:

Telephone:

E-mail:

1.3 Community Task Force Establishment and Management. In coordination with LA28, the City shall establish a Community Task Force, composed of City's relevant stakeholders. The Community Task Force plans and coordinates all aspects of the City's participation in the Relay and assists and advises LA28 on other Relay aspects. The City shall appoint a law enforcement representative to serve as part of the Community Task Force to ensure the integration of Relay requirements into public safety planning.

1.4 Community Planning Guide. LA28 shall provide the City with the CPG, which is hereby referenced and incorporated herein. The CPG shall serve as a guide to the City and Community Task Force in the planning process as the City plans and executes its responsibilities related to the Relay and any associated events within the City Jurisdiction. The CPG will include recommended best practices for operations, including environmental sustainability efforts. Taking into account the protection of Confidential Information, City agrees to distribute copies of the CPG to appropriate members of the Community Task Force and other City persons responsible for the Relay (and any associated events) that are necessary in order to allow City to meet its obligations under this Agreement. The City agrees that LA28 may from time to time provide the City with an updated and/or amended version the CPG, whereupon the City will treat such updated and/or amended version as the CPG for all purposes of this Agreement.

1.5 Status Reports. At LA28's request from time to time, the City shall provide LA28 with status reports regarding the performance of the City's obligations pursuant to this Agreement, and of the City's activities in connection with the Relay generally, at such intervals as LA28 may reasonably request.

2. Taxes and Permits. Except for sales tax or business tax, in the event any tax, permit, license, variance, easement, fee, and/or other requisite permissions as may be required in connection with the staging and broadcast of the Relay and/or any associated events within the City Jurisdiction, City agrees to either: (i) waive all such tax, licenses, permits, and/or fees, etc.; or (ii) issue all such permits, licenses, or permissions (without regard for differences in local terminology) without the need for LA28 or the relevant Associated Parties to lodge any further application with the City and at no cost to LA28 or the relevant Associated Parties.

3. City Torchbearer Selection.

3.1 In accordance with LA28 criteria, the City and Community Task Force shall have the opportunity to propose name(s) for a torchbearer to carry the Olympic Flame in the City. All aspects of torchbearer selection (e.g., number of torchbearers, selected individual, etc.) are subject to LA28 approval in its sole

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discretion. Torchbearer slots are merit-based and cannot be sold, exchanged for donations or value of any kind, or given away as a prize. Torchbearers shall be subject to a security background check, and elected officials and/or political candidates are not eligible. LA28 will provide additional criteria and information related to the process and timelines for selecting City torchbearers in the CPG or as otherwise communicated by LA28.

4. Relay Route.

4.1 The Relay route within the City Jurisdiction is a collaborative partnership between LA28 and the City. LA28 will work with the City and Community Task Force to identify priority locations to be included in the Relay route within the City Jurisdiction (subject to timing, security, financial and logistical limitations). The Parties shall mutually agree upon and document the Relay route within the City Jurisdiction.

4.2 For any city in which no Cauldron Lighting or Celebration event takes place within the City Jurisdiction (if applicable), the City may request a brief stop at a strategic location (with local cultural, historic, or community significance) on the Relay route within the City Jurisdiction where the City intends to conduct a brief Photo Moment, which shall comply with all terms and conditions of this Agreement. LA28 will provide criteria to support the City's selection and use of the location.

5. City Facilities. The operation of the Relay may require the use of City venues or facilities, such as City buildings, museums, schools, sports and community centers, etc. These may be used as locations for photography/filming opportunities, break locations during the Relay, parking locations for Relay vehicles or as meeting points for torchbearers. LA28 and the City will review the route and jointly determine the appropriate locations that may be used for the Relay operation. The City will provide the facility(ies) and appropriate personnel it controls to manage the facility(ies) free of charge to LA28. The City shall also provide reasonable assistance and support to LA28 to locate and secure non-City controlled facilities that may be necessary to support the Relay within the City Jurisdiction.

6. City Services. Taking into account requisite criteria provided by LA28, the City shall: (i) develop a formal plan for each of the following services sufficient to accommodate an event of similar scope and magnitude; and (ii) implement such services according to such plans, as necessary to support the Relay and associated events (as applicable) within the City Jurisdiction:

6.1 Medical Services. The City shall provide emergency medical services to members of the public and Relay participants, considering spectators along the route of the Relay, torchbearers, Relay staff, and attendees (to the extent applicable).

6.2 Sanitation and Waste Management Services. The City shall provide sanitation and waste management services for the Relay and any associated events within the City Jurisdiction.

6.3 Traffic Management. The City shall implement, as appropriate, road closures, traffic control system management, barricades, parking suspension, public transit changes, and towing, among any other necessary transit-related measures, to ensure the continuous, safe, and secure movement of the Relay convoy through the City Jurisdiction and the execution of any Relay associated events.

7. Public Safety and Security. The City, through both City and law enforcement agencies under its jurisdiction, shall:

(1) assist LA28 in the development of the Relay route to account for local safety and security considerations;
(2) cooperate with LA28 to implement Relay security standards and participate in any local, federal, state, or LA28 security working group(s) established for the purpose of setting Relay security standards and developing Relay plans;
(3) integrate with, cooperate with, and assist other non-City public safety agencies, (e.g., federal and state police, highway patrol, etc.) with local Relay security planning;
(4) liaise with the LA28 Relay security function on any known or perceived security threats to the Relay and participate in Relay intelligence gathering and risk assessment activities;
(5) provide resources to ensure an agreed upon level of safety and security for spectators, the Relay convoy, and all Relay personnel;
(6) plan for and provide a law enforcement response capability in the event of any security incidents;

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(7) provide law enforcement and other personnel for crowd control along the Relay route within the City Jurisdiction and at any associated event sites; and
(8) provide appropriate resources to facilitate the passage of the Relay convoy through the City Jurisdiction and implement measures to provide for the smooth movement of the Relay convoy on entry to and exit from the City Jurisdiction.

8. Ambush Marketing. City shall not enter into any sponsorship, marketing, merchandising or concessionaire, promotional or other commercial arrangements directly in connection with the Relay without prior written authorization of LA28 or the IOC.

8.1 Furthermore, City agrees to make reasonable efforts, as permitted by applicable law:

(1) to cooperate with LA28 and the IOC to prevent Ambush Marketing, including promptly notifying LA28 of any actual or suspected Ambush Marketing activities (and to assist LA28 and the IOC to effectuate prompt take-down of Ambush Marketing activities);
(2) to work to ensure that, to the extent permitted by law, the Relay route and the Relay event sites are free of advertising or promotional material not otherwise approved by LA28 or the IOC (and to assist LA28 in selecting alternative routes/sites as appropriate to avoid proximity to such unsanctioned advertising/promotion in the event requested by LA28);
(3) to ensure that all facilities and equipment (e.g., barriers, tents, chairs, umbrellas, portable restrooms, concessionaire tents or vans, clothing of featured speakers and entertainers, etc.) provided by or for the City and used along the Relay route or at Relay event sites, are free of all branding, advertising or other commercial messages;
(4) to implement adequate resources to prevent/cure/remedy, to the extent permitted by law, any Ambush Marketing activities, including the distribution of non-authorized product samples, premiums, promotional literature and other commercial materials in and adjacent to the Relay route; and
(5) to not issue permits for street vending from locations along the Relay route or at Relay event sites, except as agreed by LA28.

9. Relay Marketing and Promotion.

9.1 Marketing and Promotion. The City agrees to support the promotion of the Relay in order to ensure its success and its positive impact on the City, including by doing the following things, all with LA28's prior approval and coordination:

(1) plan and conduct Relay media events (e.g., milestone events and press conferences) and support LA28-coordinated Relay announcements;

(2) plan and implement a marketing and promotion plan for the Relay, including local advertising and community-based promotion with community-based organizations; and

(3) abide by applicable LA28 and IOC brand guidelines provided by LA28 and promptly comply with LA28 and/or IOC requests to remove, modify, correct, or otherwise amend any promotional or marketing materials issued by the City as needed.

9.2 Restricted Publicity and Marketing Rights. Except as expressly stated otherwise in this Agreement (in particular pursuant to Section 9.1 (Marketing and Promotion)) or in the CPG (in particular pursuant to the marketing and brand guidelines):

(1) the City shall not publicly disclose its relationship with LA28 and/or the IOC for promotional purposes or otherwise, to create an association, express or implied, with the International Olympic Committee, the Games or the Olympic Movement without the express prior written consent of LA28; and

(2) the City undertakes not to use "LA28", "Los Angeles 2028", Relay IP, LA28 Marks, Games logo or mascot of the 2028 Olympic Summer Games or any other LA28 identification or trademark, Olympic and Paralympic Marks, or any Olympic Properties as a reference or means of promotion or publicity, without the express prior written consent of LA28 and/or the IOC and/or the IPC.

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10. City Use of Relay IP.

10.1 License. LA28 hereby grants to the City a non-exclusive, non-transferable, royalty-free, limited license (the "License") to use the Relay IP for non-commercial purposes subject to the terms and conditions described in this Agreement and the CPG. All rights, opportunities and approvals not expressly granted to the City by this Agreement and/or the CPG are reserved by LA28. The License will be in effect for a limited term commencing upon execution of this Agreement and terminating upon the conclusion of the Relay within the City Jurisdiction, unless LA28 (in its discretion) terminates or modifies the license term by notifying the City in writing (email to suffice). The City may use the Relay IP:

(1) only while the License is in effect;

(2) only within the United States of America;

(3) only in connection with the Relay and any associated Relay activities within the City Jurisdiction (the "Use");

(4) only in accordance with LA28's specifications, directions, and standards as stipulated by LA28 (including specifications, directions and standards specified in the CPG) to the City, as updated by LA28 in its sole discretion from time to time;

(5) in such manner so as to ensure that no association whatsoever, other than as strictly contemplated by the Use, is created between the Relay IP, LA28, the Games, the 2028 Paralympic Games, Team USA, Olympic Properties and/or the Olympic and Paralympic Movement, on the one hand, and any other entity, commercial or otherwise, on the other hand, without express written approval in advance (and in each instance) from an authorized representative of LA28 and/or USOPP, the IOC and/or the IPC (as applicable).

(6) in no way that utilizes the Relay IP or association to the Games with the intent to drive or derive revenue or fundraise;

(7) in no way that promotes activities not directly related to the Relay;

(8) only by the City's principal administrative office (i.e., Mayor's office or equivalent). The Relay IP shall not be inherited and/or used by other individual city departments/agencies, individual elected officials, or used on City materials (including, but not limited to, letterheads, emails signature blocks, business cards, professional/official titles, etc.), unless explicitly permitted by LA28;

(9) in no way that associates the Relay IP or the Games with any political purpose or issue or in connection with elections;

11. LA28 Usage of City IP. The City grants LA28 and/or the IOC and IPC a non-exclusive, royalty-free, worldwide license (with the right to sublicense) to use the City's name, logos, symbols, emblems, trademarks, service marks, and any images or likenesses of the City (collectively, "City IP") in any media, whether now known or later developed, in connection with the Relay and any related or associated events, activities, promotions, communications, or materials. This license includes the right to reproduce, display, distribute, adapt, modify, and create derivative works from the City IP, and to combine the City IP with other content produced or authorized by LA28, the IOC and/or the IPC. The City represents that it has all rights necessary to grant this license.

12. Marketing and Brand Restrictions. The exchange of any value for the use of LA28 Marks, the Relay IP, the Olympic and Paralympic Marks and/or Olympic Properties with any entity that is not a Marketing Partner is strictly prohibited. The City further acknowledges and agrees that the City cannot utilize in a commercial manner any of the following protected terms: LA28, LA 2028, Los Angeles 2028, Olympic, Olympiad, Paralympic, Paralympiad, Citius Altius, Fortius, Team USA, America Espirito Sport Fraternite. Any funding source (e.g., civic funds, non-profit civic oriented entities, chambers of commerce, private individuals, etc.) utilized by the City in support of its delivery obligations under this Agreement shall comply with all the terms and conditions of this Agreement, the CPG, and the LA28 and IOC brand

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guidelines. For exemplary purposes, a non-exhaustive list of LA28 Marks and Olympic and Paralympic Marks are attached hereto as Addendum C.

13. Other Events. The City hereby confirms and undertakes, to the maximum extent of its authority, that no major public or private event, conference, or other meeting which could have an impact on the successful planning, organizing, financing and staging of the Relay (and any associated events) or its public and media exposure, will take place within the City Jurisdiction on the day the Relay is present within the City Jurisdiction, without the prior written approval of LA28.

14. Cooperation and Consultation. The parties hereby acknowledge that the successful staging of the Relay within the City Jurisdiction shall require cooperation and consultation between them at all times and that each Party shall make every effort to keep the other fully informed as to the progress of its plans, any particular difficulties encountered by a Party, any changes in plans, and without restricting the foregoing, any information which might affect the obligations of the other Party. LA28 reserves the right to review and approve any and all aspects of the Relay and related events within the City Jurisdiction.

15. Special Requests. The City acknowledges that LA28 may from time to time request the City to carry out obligations or provide services which go beyond, or deviate from, the City's obligations and services set out herein. Such a request could result from a variety of circumstances, including circumstances which are unique to the City and which are not reflected in the Agreement (e.g., due to the exigencies of LA28's obligations related to the Relay). The City will use commercially reasonable efforts to carry out any such special requests or provide the services that form the subject of the request(s).

16. Third Party Clearances. City represents and warrants that it shall, at its sole cost, conduct any and all legal review, secure any necessary rights and clearances in accordance with the requirements to be shared by LA28 in writing, and make any required payments which have or may become due in connection with the exercise of any of its activities related to this Agreement, including, but not limited to, any and all required third-party authorizations, talent releases, consents, clearances, music permissions, and licenses. City shall not exhibit, reproduce, or otherwise supply any programming or content for which City has not obtained all necessary clearances, and any such rights secured by City shall include the Associated Parties as third-party beneficiaries.

17. Standard Terms and Conditions. The Parties agree that the standard terms and conditions set forth in Addendum A ("Standard Terms and Conditions") are hereby incorporated into and made a part of this Agreement as if fully set forth herein.

[The remainder of this page has intentionally been left blank; signature pages and addendums follow]

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IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date of signature of the Parties:

[CITY]

By: *FOR REVIEW PURPOSES ONLY – DO NOT SIGN*

Date: *FOR REVIEW PURPOSES ONLY – DO NOT SIGN*

LOS ANGELES ORGANIZING COMMITTEE FOR THE OLYMPIC AND PARALYMPIC GAMES 2028 d/b/a LA28

By: *FOR REVIEW PURPOSES ONLY – DO NOT SIGN*

Date: *FOR REVIEW PURPOSES ONLY – DO NOT SIGN*

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ADDENDUM

ADDENDUM A
STANDARD TERMS AND CONDITIONS

ADDENDUM B
DEFINITIONS

ADDENDUM C
LA28, OLYMPIC AND PARALYMPIC MARKS

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ADDENDUM A

STANDARD TERMS & CONDITIONS

1. Term and Termination.

1.1 Term. The term shall commence upon full execution of this Agreement and terminate upon the full performance by the Parties of all their respective obligations hereunder, subject to any early termination permitted hereunder.

1.2 Termination With or Without Cause. LA28 may, in its sole discretion, terminate this Agreement and/or the Relay through the City Jurisdiction at any time for any or no reason, without any liability to LA28. In the event of such termination, LA28 will use reasonable efforts to coordinate with City and will provide City with written notice of the termination as soon as practicable.

1.3 Termination for Force Majeure. In the event of a Force Majeure Event which renders the Relay impossible within the City Jurisdiction, even with reasonable efforts to overcome such Force Majeure Event, either Party may terminate this Agreement upon written notice to the other Party, without any liability to either Party under this Agreement. For purposes of this Agreement, a "Force Majeure Event" shall mean any event prohibiting or delaying a Party's performance of its obligations under this Agreement (other than any obligation to pay or otherwise provide consideration) arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of a Party, not occasioned by or based upon the fault or negligence of such Party, including flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic, pandemic, or other natural physical disaster, war, military operations, riot, crowd disorder, terrorist action, civil commotion (or reasonable threat of any of the foregoing), failure or shortage of power supplies, ransomware attack, interruption of data networks, strike, lock-outs or other industrial action (other than strikes, lock-outs or other industrial action involving only the employees of the affected Party) and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions) of any relevant government, court or any competent national or international authority.

2. Confidentiality. The City will: (i) keep all Confidential Information in strict confidence and will not, without LA28's prior written consent, disclose any such Confidential Information to any person not expressly authorized by LA28 to review such Confidential Information other than for the performance of the City's obligations under this Agreement; and (ii) if the City is subject to the provisions of the California Public Records Act (Cal. Gov. Code §§ 7920 et seq.), the Freedom of Information Act (5 U.S.C. § 552 et seq.), or any equivalent legislation of general application in the City Jurisdiction, the City shall promptly notify and consult with LA28 regarding any relevant request received prior to making any disclosure of Confidential Information. In the event that LA28 (at its sole cost) seeks a protective order from a court of competent jurisdiction to restrict disclosure of any Confidential Information, the City shall not oppose such effort. Nothing in this Section (Confidentiality) shall restrict the City in its capacity as a governmental authority, including in connection with any public hearings, meetings, testimony, or written or oral reports necessary for the approval or administration of this Agreement. This Section shall survive for a period of five (5) years from the date of Agreement.

3. Insurance. City agrees to provide LA28 with evidence of insurance as further described in this Section 3 from its insurance carrier(s). All insurance required hereunder shall be written by reputable insurers accorded a rating by A.M. Best Company, Inc. of Excellent (A) or higher at the time of issuance of any policy pertaining to such insurance, and shall be subject to the terms and conditions contained herein.

3.1 During the term of this Agreement, City and LA28 each agree to maintain an occurrence-based policy of liability insurance as follows:

a) Commercial General Liability One Million Dollars (\$1,000,000) per occurrence and in the aggregate, (including bodily injury, property damage, product liability, contractual liability and completed operations coverage).
b) Automobile Liability Insurance as required by law (if applicable).
c) Workers' Compensation as required by law or statute.
d) Property coverage to protect against loss of owned or rented equipment and tools brought onto and/or use in connection with the Agreement (if applicable).
e) Excess coverage may satisfy the required limits provided coverage is as broad as the primary coverage.

3.2 Proof of Insurance. The City must provide written proof of the insurance coverage specified above by no later than December 31, 2026 (or at such date as amended by LA28 in writing), and thereafter upon the written request of LA28.

3.3 Notice of Cancellation. The City will ensure that all the insurance policies specified herein may not be cancelled without the insurer giving at least thirty (30) days' prior written notice to LA28.

3.4 Notification of Claim. The City agrees to notify LA28 within seven (7) business days of any claim made under any insurance coverage specified herein which

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relates directly or indirectly to LA28 or the LA28 Associated Parties. LA28 agrees to notify the City within seven (7) business days of receipt of any claim arising or alleged to arise out of the Relay within the City Jurisdiction.

3.5 All insurance required of the City hereunder shall: (a) provide that the coverage thereunder may not be canceled for reasons other than the nonpayment of premium unless thirty (30) days' written notice thereof is furnished to LA28; (b) be primary and not contributory for coverages affording additional insured coverage as required herein with respect to the City's obligations; (c) include Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 d/b/a LA28 and its subsidiaries and affiliates, United States Olympic and Paralympic Properties, LLC, United States Olympic and Paralympic Committee, International Olympic Committee, International Paralympic Committee, City of Los Angeles, State of California, and any other entities required by contract or law to be named as additional insured, in each case as provided in writing by LA28 to City in advance of the Relay (collectively "LA28 Associated Parties") as additional insureds; and (d) contain a waiver of subrogation with respect to each of LA28 and its subsidiaries and affiliates, and the LA28 Associated Parties, where allowed by law. To the extent the City retains any contractor or service provider for production delivery (or similar) services, the City shall ensure that such contractor(s) maintain commercially reasonable insurance policies applicable to the work and/or services with limits in amounts commensurate with the scope and scale of the production delivery services, subject to the terms contained in this Section 3.5, and in all cases, as required by law and subject to LA28's reasonable approval. Certificates of Insurance to LA28 shall be transmitted to coi@la28.org. Certificate Holder: LA28, c/o Finance/Risk, 1150 S. Olive Street, Los Angeles, CA 90015.

3.6 All insurance required of LA28 hereunder shall: (a) provide that the coverage thereunder may not be canceled for reasons other than the nonpayment of premium unless thirty (30) days' written notice thereof is furnished to City; (b) include the City as additional insured, where permitted by law; and (c) contain a waiver of subrogation with respect to the City where permitted by law. Certificates of Insurance to the City shall be transmitted to:

City to provide instructions for submission of certificate:

_____

_____

Certificate Holder: _____

_____

3.7 No Further Requirements. The Parties acknowledge and agree that the insurance requirements applicable to this Agreement are limited solely to those expressly set forth herein. Notwithstanding any provisions of law, regulation, or City policy to the contrary, no additional insurance requirements, coverages, or endorsements shall apply to LA28 unless expressly stated in this Agreement. The City expressly waives any other insurance requirements that it may generally impose or require of third parties, including, without limitation, those customarily required as a condition to the issuance of a permit, license, or other permission (without regard for local differences in terminology) by the City, to the extent such requirements are not expressly included in this Agreement.

4. Indemnification. To the extent permissible under the law, the City agrees to defend, indemnify and hold LA28 and the City of Los Angeles (including LA28's and the City of Los Angeles's officers, servants, and employees) harmless from all loss or liability for injury or damage, actual or alleged, to persons or property arising out of or resulting from the City's acts or omissions in the performance of this Agreement. LA28 agrees to defend, indemnify and hold City (including City's officers, servants, and employees) harmless from all loss or liability for injury or damage, actual or alleged, to persons or property arising out of or resulting from the LA28's acts or omissions in the performance of this Agreement. City and LA28 agree that the indemnification obligations in this Agreement are a continuing obligation and shall survive termination of this Agreement.

5. Limited Liability. None of the Unrelated Parties shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with or arising out of this Agreement or any subsequent agreement between the parties relating to the subject matter hereof and that the sole and exclusive recourse or remedy by City for any cause of action under this Agreement shall be against the assets of LA28 only; without limiting the foregoing, LA28 shall not be deemed to be an agency, instrumentality, joint venture, or agent of any Unrelated Party.

6. Time of the Essence. Time is of the essence of this Agreement. The Parties acknowledge that the time set for conducting the Relay cannot be changed (except by LA28). The Parties agree to notify each other as soon as practicable if either becomes aware of any condition that will affect timing of the Relay.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes

any prior understandings and agreements between the Parties with respect thereto.

8. Severability. If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other provision of this Agreement, and any such void or unenforceable provision may be severed from this Agreement without affecting the remainder of the Agreement.

9. Conflicts of Interest. Each Party agrees to use its best efforts to ensure that its directors, officials, officers, employees, volunteers, contractors, advisors, and agents do not engage in any activity nor obtain any interest during the course of this Agreement that is likely to conflict or restrict the Party from performing its responsibilities in an ethical manner. To the extent a conflict of interest does arise, the respective Party shall reasonably alleviate such conflict.

10. Amendments and Waivers. No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both Parties hereto, and any such amendment shall be subject to IOC Approval.

11. Subject to IOC Approval. This Agreement and amendments hereto are subject to IOC approval. Each Party agrees to use its reasonable commercial efforts to make any required amendments in a manner so as to obtain the IOC's approval.

12. Notices. Any demand, notice, or other communication to be given in connection with this Agreement, must be in writing and given by personal delivery, registered mail or e-mail addressed:

in the case of LA28, as follows:

_____
_____
_____

and in the case of the City, as follows:

Name: _____

Address: _____

Email Address: _____

or to such other address, individual or e-mail as may be designated by notice given by either Party to the other.

13. Assignment. Except to the extent LA28 is required pursuant to a contractual obligation to assign any right or obligation to the IOC or IPC, the Parties may not assign their respective rights and/or obligations under this Agreement without the other Party's prior written consent.

14. Authority of City. The City represents and warrants that: (a) it has and will continue to have all necessary power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution of this Agreement by it and the performance by it of its obligations hereunder have been duly authorized by all necessary action(s) and such authorization will continue to be in full force and effect through the term of this Agreement; (c) this Agreement has been duly executed and delivered by the City and is and will continue to be a valid and binding obligation of the City, enforceable against it in accordance with its terms, subject to bankruptcy and similar laws of general application relating to or affecting creditors' rights and to general equity principles; and (d) the execution, delivery and performance of this Agreement will not violate or conflict with any obligation, regulation, statute, or law, or result in breach or violation of any other agreement or instrument to which City is bound.

15. Binding Effect. This Agreement shall be binding on City's successors and permitted assigns and shall inure to the benefit of any successors and assigns of LA28.

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ADDENDUM B

DEFINITIONS

1. Definitions. In this Agreement, unless something in the subject matter or context is inconsistent therewith:

1.1 "Ambush Marketing" means any or all of the following: (1) any non-Games partner/sponsor company's use of creative means or efforts to generate any false association with the 2028 Games, whether through the use of protected Olympic Properties or not; (2) any non-Games partner/sponsor company's infringement of any Applicable Law, rule or regulation that protects the use of the Olympic Properties and other Olympic and Paralympic imagery and indicia; and (3) any other action, activity, support, and/or participation in activities that directly or indirectly interferes with, undermines, encroaches, compromises, curtails, infringes or ambushes, the legitimate marketing activities and rights of the 2028 Games sponsors and/or creates a commercial association with the 2028 Games without the authorization of LA28.

1.2 "Associated Parties" means IOC, IOC Affiliates, IPC, USOPC, USOPP, Sponsors, Official Providers, official LA28 licensees, Marketing Partners, ALEM International Management, Inc., Alem Relay Management, LLC, LA28, LA28 employees, contractors and employees and other LA28 designees.

1.3 "Cauldron Lighting" refers to a community event staged in the City to celebrate the arrival of the Olympic Flame in the City staged at the end of the day. The event features the arrival of the final torchbearer of the day, who will light a mini cauldron.

1.4 "Celebration" refers to a community festival-like event organized, produced, and operated by the City at the end of the day to celebrate arrival of the Olympic Flame in the City staged at the end of the day. A core component of the celebration is the arrival of the final torchbearer of the day, who will light a mini cauldron.

1.5 "City Jurisdiction" means the local government area under the jurisdiction of the organization constituted as the local governing authority for the City, including City, Municipality, Town, Village, District, County, or such other designation or title as may be applicable.

1.6 "Community Planning Guide" or "CPG" means the Torch Relay Community Planning Guide which will be provided by LA28 to City.

1.7 "Community Task Force" means the group established by the City to plan and coordinate all aspects of the City's participation in the Relay.

1.8 "Confidential Information" means all information and data disclosed by LA28 to the City which is identified as confidential at the time of disclosure or is reasonably identifiable as confidential, including this Agreement and the CPG (including, for avoidance of doubt, any emblems and graphics within) but excluding information which: (i) was publicly known at the time of disclosure; (ii) became publicly available after disclosure to the City without breach of this Agreement; (iii) was lawfully received by the City on a non-confidential basis from a source other than LA28; (iv) was within the City's possession prior to being furnished by LA28; or (v) is required to be disclosed by the City pursuant to judicial order or other compulsion of law (including public records or "Sunshine Act" laws), provided that the City will provide to LA28 prompt written notice of such order or requirement and complies with any protective order imposed on such disclosure.

1.9 "Games" means the 2028 Olympic Summer Games and the 2028 Paralympic Summer Games.

1.10 "IOC" means the International Olympic Committee.

1.11 "IOC Affiliates" means the Olympic Foundation for Culture and Heritage, IOC Television & Marketing Services SA, Olympic Channel Services SA, Olympic Channel Services S.L., Olympic Broadcasting Services SA, Olympic Broadcasting Services S.L. and their respective affiliates.

1.12 "IPC" means the International Paralympic Committee.

1.13 "LA28" means the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028.

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1.14 "LA28 Marks" means any present or future trademark, service mark, copyrighted work or other intellectual property, including any logo, sport pictograms and/or mascot of LA28, the USOPP, and the USOPC, including, without limitation, all trademarks, service marks, copyrighted works and other intellectual property of LA28, the USOPP, and the USOPC. For exemplary/demonstrative purposes, a non-exhaustive list of LA28 Marks are attached hereto as Addendum C.

1.15 "Marketing Partners" means those companies and organizations that are recognized by LA28 as associated with the Relay (i.e., Relay Sponsors or Presenting Sponsors). LA28 will provide written notification of Marketing Partners.

1.16 "Official Providers" means those companies and organizations that are recognized by LA28 as helping to fund and operate the Relay and are designated by LA28 as Providers of the Relay. LA28 will provide written notification of Official Providers.

1.17 "Olympic Charter" means the Olympic Charter (including its by-laws and any guidelines issued by the IOC relating to the Olympic Charter and/or its by-laws) then in effect and as amended from time to time.

1.18 "Olympic Flame" means the flame ignited in Olympia, Greece and travels through certain cities throughout the world and finally to Los Angeles for the Opening Ceremony of the 2028 Olympic Games.

1.19 "Olympic Movement" means the movement represented by the Games of the Olympiad and the Olympic Winter Games and those organizations, athletes and other persons who agree to be guided by the Olympic Charter, the goal of which is to contribute to building a peaceful and better world by educating youth through sport practiced without discrimination of any kind and in the Olympic spirit, which requires mutual understanding with a spirit of friendship, solidarity and fair play.

1.20 "Olympic and Paralympic Marks" means any Olympic- or Paralympic-related symbols, emblems, marks, designations or terminology, including (a) the words "Olympic" and "Olympiad" and "Paralympic"; (b) the symbol of the IOC, consisting of five interlocking rings, and/or (c) the symbol of the IPC, consisting of three Agitos. For exemplary/demonstrative purposes, a non-exhaustive list of Olympic and Paralympic Marks are attached hereto as Addendum C.

1.21 "Olympic Properties" (as defined by the Olympic Charter (as available on the following link: www.olympic.org/documents/olympic-charter) and as periodically updated), including without limitation the Olympic symbol, flame, torches, emblem(s) such as Olympic Games emblems, trademark(s), theme(s), logo(s), mascot(s) and/or other designation(s).

1.22 "Olympic Torch Relay Emblem" means the official emblem for the Relay, as created by LA28 in its sole discretion.

1.23 "Photo Moment" refers to the event held in the City to celebrate arrival of the Relay in the City. The Photo Moment shall consist of a brief stop of the Relay at a strategic location (with local cultural, historic, or community significance) on the Relay route within the City Jurisdiction.

1.24 "Relay IP" means the Olympic Torch Relay Emblem and the city designation, as provided by LA28.

1.25 "Relay Sponsors" means those sponsors that are recognized by LA28 as helping to fund and operate the Relay. LA28 will provide written notification of Relay Sponsors.

1.26 "Relay" means the Los Angeles 2028 Olympic Torch Relay, which commences in Olympia, Greece and travels through certain cities throughout the world and finally to Los Angeles for the Opening Ceremony of the 2028 Olympic Games.

1.27 "TOP Partners" means the group of companies selected by IOC as worldwide Olympic sponsors (within the TOP V Programme as referred to in Article 45(e) of the Host City Contract between the IOC and LA28). TOP Partners are listed on LA28's official website.

1.28 "Torch(es)" means the hand-held Olympic torch(es) used to transport the Olympic Flame in the Relay.

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1.29 "Unrelated Parties" means the City of Los Angeles, the State of California, the IOC, IOC Affiliates, IPC, USOPC, USOPP, or any of their respective representatives.

1.30 "USOPC" means United States Olympic and Paralympic Committee.

1.31 "USOPP" means United States Olympic and Paralympic Properties.

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ADDENDUM C

LA28, OLYMPIC AND PARALYMPIC MARKS

Below is a non-exhaustive list of LA28 Marks and Olympic and Paralympic Marks, included for demonstrative/reference purposes only.

LA28 Marks and Olympic and Paralympic Marks include, but are not limited to, (1) the name, "United States Olympic and Paralympic Committee"; (2) any of the following words: "Olympic," "Olympiad," "Citius Altius Fortius," "Paralympic," "Paralympiad," "Pan-American," "Parapan American," "America Espirito Sport Fraternite", or any combination of those words; (3) "Los Angeles 2028"; (4) "LA28"; (5) "TEAM USA"; (6) "OLYMPIAN"; (7) "MILANO CORTINA 2026"; (8) "ROAD TO LA"; (9) "GO FOR THE GOLD".

LA28 Marks and Olympic and Paralympic Marks also include, but are not limited to, team logos, various images, emblems, mascots, and other logos (like historical or heritage logos), including, but not limited to the following:



Olympic Rings



Paralympic Agitos



TEAM USA Logos



TEAM USA Emblem



Pan-American Sports Organization Symbol

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Note: Framework for the LA28 emblem is the "L" and "28" with an "A" that varies in design

Games Emblems





Mascots and Historical Logos

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STAFF REPORT

December 2, 2026
File Number 0480-70

SUBJECT

FY 2026-27 STATE OF CALIFORNIA CITIZEN'S OPTIONS FOR PUBLIC SAFETY PROGRAM GRANT AND BUDGET ADJUSTMENT

DEPARTMENT

Escondido Police Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-177, (1) authorizing the Escondido Police Department to accept a FY 2026-27 Citizens' Option for Public Safety Program Grant in the amount of $232,316; (2) approving grant expenditures consistent with guidelines in AB1913; (3) authorizing the Chief of Police or their designee to execute grant documents on behalf of the City; and (4) approving all budget adjustments needed to spend grant funds. Grant Funds will cover salary expenses for part-time Police Department employees.

Staff Recommendation: Approval (Police Department: Ken Plunkett, Chief of Police)

Presenter: Ken Plunkett, Chief of Police

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

COUNCIL PRIORITY – Be Business Friendly; Build Trust and Accountability; Prioritize Public Safety

FISCAL ANALYSIS

Grant funds will be used to augment the Escondido Police Department Operating Budget and will have no impact on the General Fund Budget.

PREVIOUS ACTION

On December 17, 2025, the City Council accepted FY 2025-2026 State of California Citizens' Option for Public Safety Program Grant in the amount of $229,884, to cover salary expenses for part-time Police Department employees.

CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

Existing law establishes Supplemental Law Enforcement Services Funds and requires monies from these funds to be allocated to counties and cities for purposes of the Citizens' Option for Public Safety Program. In September 2000, the California State Legislature chaptered AB 1913, the Schiff-Cardenas Crime Prevention Act of 2000, which increased appropriations for these funds and established new formulas for State Citizens' Option for Public Safety allocations.

The Escondido Police Department received a FY 2026-27 Citizens' Option for Public Safety Program Grant award in the amount of $232,316. This grant supports front-line law enforcement services with the intention of enhancing public safety within the community.

The Police Department proposes to use its allocation to cover part-time employees' salaries and benefits. Positions funded by the allocation include Department Specialists in the Traffic Division, Patrol Division, Investigations Bureau, Services Bureau, and the Internal Affairs Unit. These part-time employees perform support services that allow front-line law enforcement officers to handle high-priority calls.

These grant funds have been an integral component for the Escondido Police Department's operations for nearly twenty years. Without this funding, the Police Department would be unable to maintain its part-time staff. Approximately 45 part-time employees are funded by this grant. These employees perform administrative and operational duties that would otherwise fall to sworn officers. This necessary funding has allowed for support staff to remain a vital part of the operations of the Escondido Police Department.

RESOLUTIONS

a. Resolution No. 2026-177

ATTACHMENTS

a. Attachment "1"—Budget Adjustment

RESOLUTION NO. 2026-177

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE CHIEF OF POLICE OR THEIR DESIGNEE TO ACCEPT THE FY 2026-27 STATE OF CALIFORNIA CITIZEN'S OPTION FOR PUBLIC SAFETY PROGRAM GRANT IN THE AMOUNT OF $232,316; APPROVING GRANT EXPENDITURES CONSISTENT WITH GUIDELINES IN AB1913; AND EXECUTE ALL NECESSARY BUDGET ADJUSTMENTS

WHEREAS, the City of Escondido desires to improve efficient law enforcement services to the community; and

WHEREAS, the Escondido Police Department has designated the Fiscal Year 2026-27 State of California Citizen's Option for Public Safety Program Grant to fund salary and benefit expenses of part- time personnel to address this goal; and

WHEREAS, the FY 2026-27 State of California Citizen's Option for Public Safety Program Grant is made available by the California State Legislature AB 1913 through the Schiff-Cardenas Crime Prevention Act of 2000 in the amount of $232,316.

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

1. That the above recitations are true.

2. That the City Council authorizes the Chief of Police of the City of Escondido or their designee to accept the FY 2026-27 State of California Citizen's Option for Public Safety Program Grant in the amount of $232,316 and execute all documents necessary for the management and completion of the grant scope including any extensions and amendments thereof.

3. That the City Council approves and adopts the budget adjustment to accept and expend the grant funds.

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BUDGET ADJUSTMENT REQUEST

Department:	Police Department	**For Finance Use Only** **BA #** _____ **Fiscal Year** _____
Department Contact:	Barbara MarLett	
City Council Meeting Date: *(attach staff report)*	December 2, 2026	

EXPLANATION OF REQUEST

A budget adjustment is needed to spend FY 2026-27 grant funds for part-time salaries and overhead to support Escondido Police Department activities.

BUDGET ADJUSTMENT INFORMATION

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Revenue	**4127-450-New Project Number**	**$232,316**	
Police Grants	**450-New Project Number**	**$232,316**	

APPROVALS

Signed by: Ken Plunkett 581C2D657E4C403...	11/18/2026	Signed by: Christina Holmes B56F52D8C10540B...	11/18/2026
DEPARTMENT HEAD	**DATE**	**FINANCE**	**DATE**

STAFF REPORT

December 2, 2026
File Number 0600-10; A-3633-1

SUBJECT

FIRST AMENDMENT TO PUBLIC SERVICES AGREEMENT WITH RUSS BASSETT CORP.

DEPARTMENT

Police Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-198 authorizing the Mayor to execute a First Amendment to Public Services Agreement with Russ Bassett Corp., approving the addition of $65,000 for replacement flooring to an existing $199,250 Public Services Agreement for Dispatch center consoles, bringing the agreement to $264,250.

Staff Recommendation: Approval (Police Department: Ken Plunkett, Chief of Police)

Presenter: Ken Plunkett, Chief of Police

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

COUNCIL PRIORITY – Prioritize Public Safety; Restore Organizational Capacity

FISCAL ANALYSIS

The FY 2026-27 Police Department General Fund Operating

PREVIOUS ACTION

None

BACKGROUND

On June 18, 2026, the City of Escondido entered into a Public Services Agreement ("PSA") with Russ Bassett Corp. to provide and install nine Communications Dispatcher Consoles to upgrade the Police Department's Communication Center. The PSA was for a total of $199,250 for a two-year period.

In September 2026, it was determined that the carpeting in the Police Department's Communication Center also needed to be replaced. Three quotes were given to complete this project, and Russ Bassett Corp. provided the best value of all the quotes.

CITY of ESCONDIDO

STAFF REPORT

With the addition of carpet replacement to the current contract, the total amount is $264,250. The Police Department requests that Council adopt the amendment to the PSA for the complete project for the Communication Center.

RESOLUTIONS

a. Resolution No. 2026-198
b. Resolution No. 2026-198—Exhibit "A"—First Amendment to Public Services Agreement

RESOLUTION NO. 2026-198

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A FIRST AMENDMENT TO PUBLIC SERVICES AGREEMENT WITH RUSS BASSETT CORP.

WHEREAS, the City of Escondido desires to upgrade the equipment and carpeting in the Police Department's Communication Center due to end-of-life conditions; and

WHEREAS, an amendment to the existing Public Services Agreement ("PSA") with Russ Bassett will achieve these goals; and

WHEREAS, the amendment will bring the total value of the PSA with Russ Bassett to $264,250.

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

1. That the above recitations are true.

2. That the City Council authorizes the Mayor to execute a First Amendment to the Public Services Agreement with Russ Bassett Corp., attached hereto as Exhibit "A", for a total PSA amount of $264,250 for Communication Center upgrades.

CITY OF ESCONDIDO
FIRST AMENDMENT TO PUBLIC SERVICES AGREEMENT

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

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Barbara MarLett
760-839-4734
("CITY")

And: Russ Bassett Corp
a California corporation
8189 Byron Road
Whittier, CA 90606
Attn: Peter Fink
562-447-2224
("CONTRACTOR ").

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

WHEREAS, the Parties entered into that certain Public Services Agreement dated June 18th, 2026 ("Agreement"), wherein CITY retained CONTRACTOR to provide services for installing of new dispatch center consoles, as more specifically described in the Agreement; and

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

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

1. The CONTRACTOR will furnish all of the Services described in "Attachment A" to this First Amendment.

2. The CITY will compensate the CONTRACTOR in an additional amount not to exceed the sum of $65,000, pursuant to the conditions contained in "Attachment A" to this First Amendment.

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

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

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

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

(Signature Page Follows)

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

CITY OF ESCONDIDO

Date: _____ _____
Mayor

Russ Bassett Corp

Date: _____ _____
Peter Fink, Vice President

Date: _____ _____
Michael Dressendorfer, Vice President/Secretary

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
DARE DELANO, CITY ATTORNEY

BY: _____

DATE: _____

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

ATTACHMENT "A"

Scope of Work

A. General

Bassett Corp., a California corporation ("Contractor") will provide the City of Escondido, a California municipal corporation ("City") with listed products and installation labor.

B. Location

Contractor will provide services at the City's Police and Fire Headquarters located at 1163 N. Centre City Parkway, Escondido, CA 92026 ("PAFH").

C. Services

Remove existing carpet in main Dispatch Center and the installation of Gerflor (GER) flooring for an estimated 2,300 square feet as described in **Exhibit 1.**

D. Scheduling

Contractor to schedule specific dates of work in advance by contacting Jody Patt at 760-839- or jody.patt@escondido.gov. Work shall be performed in-between the hours of 8 a.m. and 3:30 p.m., Monday through Friday. Contractor shall sign in and sign out at the receptionist area. Further instructions will be provided upon scheduling.

E. Contract Price and Payment Terms

The contract price of this First Amendment shall not exceed $65,000. The contract price of this First Amendment ($65,000) will bring the total contract price of the Agreement to $264,250. The contract price of this First Amendment includes all labor, materials, equipment, and transportation required to perform the work. Services will be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

F. Term

The term of this First Amendment shall be for a period of two years, commencing on the Effective Date of this First Amendment.

STAFF REPORT

December 2, 2026
File Number 0600-10; A-3634

SUBJECT

ANIMAL CONTROL SERVICES AGREEMENT WITH THE SAN DIEGO HUMANE SOCIETY AND SPCA AND BUDGET ADJUSTMENT

DEPARTMENT

Police Department

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-203, (1) approving an animal control services agreement with the San Diego Humane Society and SPCA; (2) authorizing the Mayor to execute contract documents on behalf of the City; and (3) approving a budget adjustment. The term of the agreement is January 1, 2027 through June 30, 2032.

Staff Recommendation: Approval (Police Department: Ken Plunkett, Chief of Police)

Presenter: Ken Plunkett, Chief of Police

ESSENTIAL SERVICE – Yes, internal requirement in support of Police Services; Keep City Clean for Public Health and Safety

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

FISCAL ANALYSIS

By direction of the City Council on April 8, 2026, the Escondido Police Department conducted a Request for Proposal ("RFP") process for Animal Control Services. The following factors were considered: legal requirements; cost effectiveness; scope of service; and community benefit. The San Diego Humane Society submitted the only responsive proposal and successfully met the evaluation criteria and requirements outlined in the solicitation. The cost of the 5-year contract is $14,275,228. The attached $977,396 Budget Adjustment covers costs from January 2027-June 2027.

This agreement does not include costs associated with services that exceed the minimum animal control service requirements established by state, county, and local law. The scope and associated compensation are limited to legally mandated animal control services.

CITY of ESCONDIDO

STAFF REPORT

Given the discount currently provided by the San Diego Humane Society to the City of Escondido, a gradual annual increase represents the most fiscally prudent and cost-effective method for narrowing the gap between actual service costs and current contract funding. This approach allows the City to maintain required service levels while providing predictable and manageable budget adjustments over time.

Animal Control Contract Costs						
FY 26- 27*	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32	Total Expenses
$1,775,228	$2,000,000	$2,250,000	$2,500,000	$2,750,000	$3,000,000	$14,275,228
* Jun-Dec 2026 City of Escondido paid San Diego Humane Society (SDHS) $797,832: Jan-Jun 2027 City to pay SDHS $977,396						

PREVIOUS ACTION

On April 8, 2026, the City Council provided direction for the City of Escondido Police Department to conduct a RFP process for Animal Control Services.

On December 4, 2024, the City Council adopted Resolution No. 2024-186 to approve an animal control agreement with the San Diego Humane Society through June 2026.

On October 11, 2023, the City Council adopted Resolution No. 2023-135 to approve an animal control agreement with the San Diego Humane Society through December 2024.

On June 24, 2020, the City Council adopted Resolution No. 2020-89 to approve an animal control agreement with the San Diego Humane Society through FY 2023.

On May 22, 2019, the City Council adopted Resolution No. 2019-74 to approve a Second Amendment to the San Diego Humane Society Animal Control Services Agreement for a one-year extension.

On June 20, 2018, the City Council adopted Resolution No. 2018-107 approving a First Amendment to the Animal Control Services Agreement for a one-year extension.

On June 11, 2014, the City Council adopted Resolution No. 2014-65 approving a two-year Animal Control Services Agreement with two automatic one-year renewal periods with the San Diego Humane Society.

On June 22, 2011, City Council adopted Resolution No. 2011-82, approving an Animal Control Services Agreement with Escondido Humane Society through June 30, 2014.

BACKGROUND

The City's Public Service Agreement with San Diego Humane Society will expire on December 31, 2026.

CITY of ESCONDIDO

STAFF REPORT

Purpose

The purpose of this agreement is to provide the minimum animal control services required by applicable state, county, and local laws. These services include the humane and efficient handling, care, impoundment, ownership, treatment, and disposition of dogs, cats, and other domesticated animals within the City of Escondido, as well as the enforcement of applicable laws, ordinances, and regulations governing the regulation, licensing, impoundment, and disposition of such animals. This agreement is limited to legally mandated animal control services and does not include additional or enhanced services beyond those required by law.

San Diego Humane Society and SPCA Qualifications

San Diego Humane Society and SPCA personnel have demonstrated their competence and professional qualifications necessary for the satisfactory performance of animal control services by virtue of their experience, training, education and expertise. The City has used the San Diego Humane Society for its animal control services since 2014, after it merged with the Escondido Humane Society.

Animal Control Provider	**Cities Served**
San Diego Humane Society	Carlsbad, Del Mar, El Cajon, Encinitas, Imperial Beach, La Mesa, Oceanside, Poway, San Diego, San Marcos, Santee, Solana Beach, and Vista
Chula Vista Animal Care	Chula Vista, Lemon Grove, and National City
Paws of Coronado	Coronado

State Mandated Animal Control Services

This agreement covers only the State, County and City legally required animal control services. Animal control services included in the agreement:

- Rabies Control Program
    - Immunizations and licensing
    - Identification of dangerous dogs
- Stray Animal Control
    - State law places mandate on “any peace officer shall take possession of the stray or abandoned animal and shall provide care and treatment for the animal until the animal is deemed to be in suitable condition to be returned to the owner.”
- Managing Animal Bites
    - Animal quarantine requirements
- Dangerous Dogs
    - Public safety processes to protect community
    - Due process appeals process for dog owner
- Minimal Level of Medical Treatment

CITY of ESCONDIDO

STAFF REPORT

- Legal requirement to take custody of injured animal
- Veterinarian has ethical guidelines and is responsible for deciding if/when to euthanize.

RESOLUTIONS

a. Resolution No. 2026-203
b. Resolution No. 2026-203—Exhibit "A"—Public Services Agreement with San Diego Humane Society.

ATTACHMENTS

a. Attachment "1"—Budget Adjustment

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Attachment "1"

CITY OF ESCONDIDO

BUDGET ADJUSTMENT REQUEST

Department:	Police Department
Department Contact:	Lisa Rodelo
City Council Meeting Date:	December 2, 2026

EXPLANATION OF REQUEST

A budget adjustment is needed to increase contracted amount to be paid to the San Diego Humane Society and SPCA for the period January 2027 to June 2027.

BUDGET ADJUSTMENT INFORMATION

Description	Fund	Cost Center	Spend Category	Increase	Decrease
Humane Society Animal Control Contract	1002 - Measure I	Police	Professional Services	$977,396	

APPROVALS

Signed by: Ken Plunkett 581C2D657E4C403...	11/19/2026	Signed by: Christina Holmes B56F52D8C10540B...	11/19/2026
DEPARTMENT HEAD	**DATE**	**FINANCE**	**DATE**

RESOLUTION NO. 2026-203

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC SERVICES AGREEMENT WITH THE SAN DIEGO HUMANE SOCIETY AND SPCA

WHEREAS, it has been determined to be in the City's best interest to retain professional services from the San Diego Humane Society and SPCA to ensure proper, humane and efficient handling, ownership, treatment and disposition of dogs, cats and other domesticated animals, and to ensure the enforcement of laws, ordinances and regulations of the State of California and of the City concerning the regulation, licensing, impounding and disposition of dogs, cats and other domestic animals with the City of Escondido; and

WHEREAS, since July 1, 2014, the City has entered into agreements with the San Diego Humane Society to provide animal control and sheltering services for the City of Escondido; and

WHEREAS, the City of Escondido and the San Diego Humane Society and SPCA agree to enter into a new agreement to continue services through June 30, 2032; and

WHEREAS, the funding source will be the Measure I Funds.

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

1. That the above recitations are true.

2. That the City Council authorizes the Mayor to execute, on behalf of the City, a Public Services Agreement with the San Diego Humane Society and SPCA, attached hereto as Exhibit "A", from January 1, 2027 through June 30, 2032.

3. That the City Council approves and adopts the budget adjustment to cover costs from January 2027-June 2027.

CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT

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

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Barbara MarLett, Police Business Manager
760-839-4734
("CITY")

And: San Diego Humane Society and S.P.C.A.
a California nonprofit corporation
5500 Gaines Street
San Diego, CA 92110
Attn: Julianna Tetlow, Government Relations
619-299-7012 ext. 2336
("CONTRACTOR").

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

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

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

1. Description of Services. CONTRACTOR shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services"). Attachment A identifies the agreed animal sheltering, medical, licensing, field enforcement, reporting, and public service obligations, including public shelter hours and the field response priority schedule. Any material change in scope or service level shall require a mutually approved written amendment.

1.1 Staffing and professional authority. CONTRACTOR shall at all times maintain appropriate staffing coverage for shelter, medical, dispatch, and humane law enforcement operations, including relief for leave, training, vacancies, and simultaneous emergencies. Humane Officers shall possess the appointments, training, and qualifications legally required for their assigned duties, including California Corporations Code section 14502 and Penal Code section 830.9, as applicable. Enforcement and clinical decisions shall remain within the lawful authority and professional judgment of the responsible officers and veterinary personnel.

1.2 City coordination and public concerns. The CITY shall provide training on CITY-specific processes and reasonably cooperate in licensing compliance, public education, emergency coordination, and matters requiring CITY authority. CONTRACTOR shall designate a Government Relations liaison as the CITY's direct personal contact for service concerns and complaints. CONTRACTOR shall review concerns promptly, coordinate with the responsible supervisors, communicate the outcome subject to lawful disclosure restrictions, and take appropriate corrective action when warranted. Urgent safety matters shall be routed immediately to dispatch and the on-duty supervisor.

1.3 Complementary programs. Donor-supported education, events, community assistance, low-cost veterinary services, and other complementary programs beyond the contracted Services may be offered without additional charge to the CITY at CONTRACTOR's discretion, subject to available resources, eligibility, and capacity. Their description in a proposal or impact report does not create a guaranteed service level, a dedicated funding commitment, or an offset against the CITY's agreed compensation. This subsection does not limit any Service expressly included in Attachment A.

2. Compensation. In exchange for CONTRACTOR's performance of the Services, the CITY shall pay, and CONTRACTOR shall accept, the compensation set out by fiscal period in Attachment A, in an amount not to exceed the sum of $14,275,228 for the base term, excluding separately approved option periods and additional work. CONTRACTOR shall be compensated only for performance of the Services described in this Agreement and other work authorized in advance in writing by the CITY's authorized representative. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council. Fiscal-year adjustments and option prices expressly approved at award shall be included in the applicable authorized amounts; this provision does not dispense with required City Council approval.

2.1 Billing and fiscal periods. CONTRACTOR shall invoice monthly to the Escondido Police Department, PoliceInvoices@escondido.gov, with the purchase order number and service period. Undisputed amounts shall be paid within thirty (30) days after the receipt of the invoice or the last day of the month for which service was provided, whichever is later. The CITY shall identify any disputed item and its basis in writing within ten (10) business days of receipt, and the Parties shall promptly work to resolve disputes in good faith. A good-faith dispute shall not delay payment of undisputed amounts. No deduction or offset shall be made for an unrelated claim absent written agreement or final adjudication. Attachment A shall separately state the rate for January through June 2027 and each July through June

fiscal year thereafter. An eighteen-month initial service period does not freeze compensation for eighteen months.

2.2 Service fees and other revenue. In addition to CITY payments, CONTRACTOR may retain all reasonable user fees, service charges, and proceeds from licensing, impoundment, and redemption of domestic animals; administrative citation fines; and other non-citation revenue generated in performing this Agreement, to the extent permitted by law. User fees and service charges shall not exceed the reasonable cost of the service. Donations shall not reduce the CITY's payment obligations.

2.3 Additional scope and extraordinary events. New mandates or material changes in scope, service volume, or service levels requiring resources beyond the agreed operating assumptions shall be reviewed promptly by the Parties for a written scope and compensation adjustment, which shall then me formalized via a written amendment signed by both Parties and shall not be effective until execution of said amendment. Neither Party may unilaterally change the price. CONTRACTOR shall continue legally required care and agreed Services pending that review; unresolved issues remain subject to Section 4. Subject to applicable legal requirements to the contrary, the CITY shall designate CONTRACTOR as its animal-services Essential Support Function/Official Responder for disaster coordination. CITY-authorized disaster deployment, extraordinary evacuation, temporary sheltering, and other work beyond the base scope shall be separately compensable at rates or a documented cost basis and spending ceiling approved in writing by an authorized CITY. Email approval is sufficient if within that representative's delegated authority. Ordinary emergency responses included in Attachment A remain part of the base compensation. The CITY's obligation to pay for authorized additional work shall not depend on receipt of FEMA, grant, insurance, or other third-party reimbursement unless otherwise agreed by the Parties prior to authorization of the additional work. CONTRACTOR shall reasonably assist with supporting documentation for such reimbursement.

3. Performance. CONTRACTOR shall faithfully perform the Services in a proficient manner, consistent with the objective service standards stated in Attachment A, and in accord with the terms of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONTRACTOR pursuant to this Agreement, except that CONTRACTOR shall not be responsible for the accuracy of information supplied by the CITY. The CITY shall identify any alleged material performance deficiency with reasonable specificity and provide the notice and opportunity to cure required by Section 4.

4. Term and Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. Expiration, termination, suspension, and transition shall otherwise be governed by this Section 4, including any termination asserted under an incorporated solicitation or other attachment.

4.1 Service term and options. Services shall commence January 1, 2027. The initial service period shall be eighteen (18) months, ending June 30, 2028, followed by four (4) twelve-month fiscal-year periods beginning each July 1. The base term shall end June 30, 2032, unless terminated earlier under this Section. The Parties may mutually agree in writing to up to three (3) additional one-year options, each running July 1 through June 30, through a final

expiration of June 30, 2035. Each option requires agreement on compensation and authorized funding. Neither an option nor an administrative extension is automatic. The Parties shall endeavor to resolve an upcoming option at least one hundred twenty (120) days before expiration.

4.2 Termination for convenience. Either Party may terminate this Agreement without cause upon at least six (6) months prior written notice to the other Party. A shorter period is effective only by mutual written agreement. A termination notice shall state the effective date and initiate the transition process in subsection 4.6.

4.3 Termination for cause. Either Party may terminate for the other Party's material breach only after written notice specifying the breach and allowing sixty (60) days after receipt to cure. For failure to pay an amount that is due, certain, and undisputed, the cure period is ten (10) days after receipt of written notice. If a nonmonetary breach cannot reasonably be cured within sixty (60) days, the Parties shall allow a reasonable additional period, documented in writing, if cure is promptly commenced and diligently pursued and no imminent danger is presented. If the breach remains uncured after the applicable period, the nonbreaching Party may terminate by a further written notice stating the effective date. Any longer period required by applicable law controls.

4.4 Nonappropriation. Funding is subject to lawful annual appropriation, and this Agreement does not compel a future legislative body to appropriate funds. The CITY may terminate for nonappropriation only upon a good-faith determination that funds necessary for the Services have not been appropriated and are not otherwise lawfully available. The CITY shall promptly notify CONTRACTOR of a reasonably foreseeable funding shortfall, use reasonable efforts to give at least one hundred twenty (120) days' notice, and provide written documentation of the appropriation decision and effective date. Such termination shall take effect no earlier than the end of the period for which funding is available, unless otherwise agreed. Nonappropriation shall not be used as a substitute for convenience termination when funds remain available for the same Services. The Parties shall implement subsection 4.5 within legally available funding; CONTRACTOR is not obligated to provide an indefinite unfunded extension. Lawfully accrued payment obligations remain payable to the extent permitted by law.

4.5 Animal care and service transition. Promptly after notice of termination or anticipated expiration without renewal, the Parties shall prepare a written transition plan. The CITY shall designate and arrange a qualified receiving provider and lawful receiving capacity. The plan shall address each animal in custody, applicable holding periods and court orders, medical needs, medications, ownership and custody status, pending investigations, evidence and chain of custody, licenses, records, public communications, transport, and the allocation of transition work and cost. Records shall be transferred securely subject to Section 5. CONTRACTOR shall provide legally required care for animals remaining in its custody and shall not be required to release an animal unlawfully or cease essential care solely because the Agreement ends. Continued custody does not itself extend all Services or require new intakes after the termination date. Any continuing services, new intakes, or temporary care pending lawful transfer shall be documented and compensated at the applicable rates or reasonable cost basis approved in Attachment A or a written transition authorization, subject to lawful funding. The CITY shall diligently complete the transfer and shall not treat ongoing custody as free holdover service.

4.6 Final compensation and administrative extension. Upon expiration or termination for any reason, the CITY shall pay all undisputed compensation and fees accrued for Services performed through the effective date, authorized additional work, and authorized continuing care and transition services. For a CITY convenience termination, documented, reasonable, unavoidable transition and noncancelable commitments made for this Agreement shall also be payable to the extent authorized in Attachment A or a written amendment, subject to applicable funding and approval requirements. CONTRACTOR shall reasonably mitigate these costs; unearned future profit and duplicate recovery are excluded. If additional time is needed to finalize a successor agreement, the Parties may sign an administrative extension of up to six (6) months specifying scope, funding, and compensation. Its compensation shall include at least the most recently published annual percentage increase, if any, in the Consumer Price Index for All Urban Consumers for the San Diego area, effective on the first day of the extension, unless a greater increase is expressly agreed in Attachment A. The same increase shall not be applied twice to the same service period. No unilateral extension or automatic holdover is created.

5. **City Property and Records**. Reports, licensing data, and other records prepared specifically for the CITY under this Agreement shall be the CITY's property. CONTRACTOR may retain copies to document performance, satisfy legal and professional duties, and administer its operations, subject to applicable confidentiality and use restrictions. Ownership does not extend to CONTRACTOR's preexisting materials, software, systems, methods, general protocols, donor information, or records unrelated to the CITY's Services. To the extent necessary to use a delivered report or record for its intended municipal purpose, the CITY receives a nonexclusive, perpetual license to embedded CONTRACTOR materials; no software source code or unrelated proprietary information is transferred. The CITY is responsible for its subsequent modification or use outside the intended purpose to the extent that modification or use causes a claim.

   5.1 Retention and access. CONTRACTOR shall retain Agreement records for at least three (3) years or the applicable legal or agreed retention period, whichever is longer, and shall preserve records subject to a litigation, audit, investigation, or other lawful preservation hold. CITY licensing and animal-owner data shall be provided in a reasonably requested, usable electronic format within thirty (30) days of written request, or sooner when required to meet a lawful disclosure deadline or agreed transition need. Records shall be handled securely, with protections required for veterinary, personnel, investigative, and other legally protected information. No categorical exemption is created by this Agreement.

   5.2 Public records requests. CONTRACTOR shall directly manage and respond to California Public Records Act requests for Agreement records in its custody or control through its dedicated Records Management Analyst. The Analyst shall oversee retention, retrieval, review, lawful redaction, and provision of responsive records, identify the legal basis for any withholding or redaction, and provide reasonably segregable nonexempt information within applicable legal deadlines. Routine requests shall not require prior notice to, coordination with, or approval by the CITY. CONTRACTOR shall coordinate with the CITY when reasonably necessary to address a request, including when responsive records are held by both Parties or CITY input is needed to resolve a question concerning disclosure or applicable legal restrictions. Each Party shall remain responsible for its own legal obligations,

and coordination shall not delay a legally required response. The CITY shall designate a records contact and provide timely assistance when coordination is necessary.

5.3 Reports. CONTRACTOR shall provide quarterly reports of animal intake and disposition, citations processed, and field-service incident numbers and types. Within sixty (60) days after each June 30, CONTRACTOR shall provide an annual report covering the preceding fiscal year or partial fiscal year of Services. CONTRACTOR shall timely provide information within this Agreement's scope needed for the CITY's governmental reporting. Material new custom reporting requirements shall be addressed through the change process in Section 1.

6. Insurance Requirements.

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

(1) *Commercial General Liability*. Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than $2,000,000 per occurrence and $4,000,000 general aggregate. These limits may be satisfied by a combination of primary and follow-form excess or umbrella coverage providing the required protection.

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

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

(4) Coverage and limits required by this Agreement shall be those expressly stated in this Section 6 or a signed amendment. Maintenance of broader coverage or higher limits by CONTRACTOR shall not, by itself, enlarge CONTRACTOR's contractual insurance obligations. This provision does not alter coverage independently afforded by an issued policy.

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. Equivalent endorsements providing the agreed coverage may be used with the CITY's written approval, which shall not be unreasonably withheld. Additional insured coverage shall apply to liability arising from CONTRACTOR's covered operations under this Agreement, within the scope afforded by the approved endorsements.

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

(4) *Notice of Cancellation*. CONTRACTOR shall obtain insurer cancellation notices to the CITY to the extent commercially available under the applicable policy. CONTRACTOR shall give the CITY prompt written notice upon learning of cancellation, nonrenewal, or a material reduction affecting required coverage, and at least thirty (30) days' advance notice of a cancellation or reduction initiated by CONTRACTOR. CONTRACTOR remains responsible for maintaining uninterrupted required coverage.

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

(6) *Waiver of Subrogation*. CONTRACTOR shall obtain endorsements waiving insurer subrogation rights against the CITY under the policies required by this Agreement to the extent applicable and commercially available, including Workers' Compensation for work performed under this Agreement. Any exception requires the CITY's prior written approval. CONTRACTOR does not purport to waive rights belonging independently to an insurer absent the applicable policy provision or endorsement.

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

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

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

d. *Special Risks or Circumstances*. Any change to the insurance requirements during the term, including limits, shall require a written amendment signed by both Parties identifying the changed risk, commercially available coverage, reasonable implementation period, and any resulting compensation adjustment. No unilateral change in insurance obligations is authorized.

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

f. Failure to maintain required insurance coverage is a material breach subject to Section 4.3. An actual lapse that leaves an activity without required coverage permits immediate suspension of that affected activity under Section 4.4 while coverage is restored. A documentation deficiency alone shall not be treated as a coverage lapse where continuous coverage is established. The CITY shall not withhold payment for unrelated Services properly performed or bypass Section 4's notice and cure provisions based solely on an insurance documentation issue. The Parties shall coordinate uninterrupted lawful animal care during any suspension.

7. Indemnification and Hold Harmless.

a. To the fullest extent permitted by law, each Party shall indemnify and hold harmless the other Party and its officials, officers, directors, agents, employees, and volunteers from third-party claims, damages, liabilities, judgments, and reasonable litigation costs, but only to the extent caused by the indemnifying Party's negligent acts or omissions, recklessness, or willful misconduct, or those of persons for whom it is legally responsible, in performing this Agreement. No Party shall indemnify the other for the other Party's share of fault. Each Party shall promptly notify the other in writing of a claim and reasonably cooperate in its defense. Neither Party has a separate obligation to assume or fund the other Party's defense upon tender based solely on allegations. Reasonable defense costs shall instead be reimbursed in proportion to the indemnifying Party's responsibility as established by final judgment or written agreement, including an agreed allocation in settlement. The Parties expressly intend this allocation to govern notwithstanding contrary default rules of Civil Code section 2778. Neither Party may bind the other to a settlement without its written consent. These provisions do not modify an insurer's independent defense or coverage obligations.

b. Claims concerning stormwater or other environmental requirements arising from the Services shall be governed by the same fault allocation and defense-cost provisions in subsection 7(a). CONTRACTOR remains responsible for compliance with applicable environmental requirements in performing the Services, but shall not assume liability for the CITY's independent facilities, operations, or violations not caused by CONTRACTOR or persons for whom it is legally responsible.

c. This Section 7 shall survive expiration or termination for Five (5) years. A claim tendered in writing within that period shall remain subject to this Section until resolved. This provision does not extend any otherwise applicable statute of limitation.

8. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONTRACTOR in entering into this Agreement, CONTRACTOR shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable. Notwithstanding the foregoing, CONTRACTOR may, without separate CITY consent, use third-party providers customary in the industry for day-to-day operations, including veterinary specialists, laboratories, licensing support, transportation, foster care, maintenance, and animal aftercare. CONTRACTOR shall ensure that all third-party providers hold all necessary licenses, certifications, and qualifications to perform the services. This permission does not authorize assignment of the Agreement or delegation of overall management of the Services. CONTRACTOR remains responsible for the contracted Services and for compliance with applicable law and Section 6.

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

10. Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement. The CITY may define required results and agreed service levels but shall not control CONTRACTOR's means, methods, personnel assignments, clinical decisions, or lawful enforcement judgment. CONTRACTOR remains responsible for employment obligations of its own employees and subcontractors, if any, and for meeting this Agreement's requirements.

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

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

herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.

13. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by either Party because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by either Party, in whole or in part. A waiver must be in writing signed by the Party against whom it is asserted and applies only to the specific matter stated.

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

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

16. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Parties shall retain identical executed counterparts and jointly resolve any discrepancy by reference to the mutually executed text; neither Party's retained copy shall control unilaterally.

17. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to either Party. Exercise of a remedy remains subject to the notice, cure, payment, and transition provisions expressly stated in this Agreement.

18. Notice. Formal notices of breach, termination, nonappropriation, extension, or other action affecting contractual rights shall be in writing and delivered to the contacts and addresses stated at the beginning of this Agreement by hand, certified mail with return receipt requested, or email with affirmative confirmation of receipt and a complete copy also sent by U.S. mail. Notices are effective upon actual receipt or, for properly addressed registered or certified mail, three (3) days after mailing, whichever occurs first. CONTRACTOR's notice email is JTetlow@sdhumane.org; the CITY shall designate its formal notice email in writing before execution. Routine service communications may be sent through the designated operational contacts and do not by themselves amend this Agreement. Each Party may change its notice contact or designate a counsel-copy recipient by written notice to the other Party.

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

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

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

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

23. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below. The service commencement date and service periods are stated in Section 4.1. If execution occurs after the proposed commencement date, the Parties shall document any lawful interim authorization and corresponding payment obligation in writing; retroactive authority shall not be presumed.

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: _____ _____
Dane White, Mayor

San Diego Humane Society and S.P.C.A.
a California nonprofit corporation.

Date: _____ _____
Gary Weitzman, DVM, MPH, CAWA
President & CEO

Date: _____ _____
Michael Lowry
Senior Vice President & CFO

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
DARE DELANO, CITY ATTORNEY

BY: _____

DATE: _____

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

ATTACHMENT "A"

Scope of Work

A. General

COMPANY("Contractor") will provide the City of Escondido, a California municipal corporation ("City") with animal control services.

B. Location

Contractor will provide animal control services to the City of Escondido residents at their location and around the City limits as needed.

C. Services

All services shall meet or exceed requirements regarding animal sheltering and animal field services as required by and in accordance with the laws, regulations, ordinances and codes of the State of California, the County of San Diego, and the City of Escondido. More detailed information on the required services in Exhibit 1.

D. Contract Price and Payment Terms

The contract price shall not exceed $14,275,228 The contract price includes all labor, materials, equipment, and transportation required to perform the work. Services will be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services. Total price will be billed according to annual totals listed below.

FY 26- 27*	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32	Total Expenses
$1,775,228	**$2,000,000**	**$2,250,000**	**$2,500,000**	**$2,750,000**	**$3,000,000**	**$14,275,228**

*Jun-Dec 2026 EPD paid SDHS $797,832: Jan-Jun 2027 EPD to pay SDHS $977,396

E. Term

The term of this Agreement shall be from the Effective Date of the Agreement January 1, 2027. The initial service period shall be eighteen (18) months, ending June 30, 2028, followed by four (4) twelve-month fiscal-year periods beginning each July 1. The base term shall end June 30, 2032. With the option of three additional one-year extensions.

EXHIBIT 1

October 30, 2026

City of Escondido
Animal Control Services Evaluation Team
201 N. Broadway
Escondido, CA 92025

Re: Proposal for Animal Control Services, RFP #26-37

Dear Members of the Evaluation Team:

San Diego Humane Society is pleased to submit this proposal to continue serving the animals and people of Escondido. Since 1880, we have worked to relieve animal suffering and inspire compassion. We began providing municipal animal services to Escondido in 2014, and we value the trust the City and its residents have placed in us. Our local campus, Humane Law Enforcement (HLE) team, and animal care and veterinary resources provide an established foundation for the next five years of service.

We understand that effective animal services must protect public safety, provide humane care for animals in need, and help residents care responsibly for their pets. Our approach brings these responsibilities together. An injured stray can receive rescue, medical treatment, and help returning home. A family facing hardship can receive guidance and access to available resources that may prevent the loss of a beloved pet. Our proposal addresses the sheltering, field services, personnel, community service, and legal requirements in the RFP.

In fiscal year 2024–25, our Escondido service report recorded 2,672 animals sheltered and 4,562 community services. We will maintain this high-quality service provision with qualified field services staff including humane officers, animal protection officers, response technicians, trained shelter and veterinary personnel, and the facilities, vehicles, equipment, and supplies needed to deliver the agreed services. The following plan describes our care for animals, response to residents, and accountability to the City.

Julianna Tetlow, Senior Director of Government Relations, will serve as the proposal contact. Direct telephone: 619-299-7012 ext. 2336. Email: jtetlow@sdhumane.org. Julianna has authority to coordinate all contract services and resolve operational issues.

San Diego Humane Society is prepared to execute the City's Public Services Agreement within 30 calendar days of notice of award, should we be the selected service provider, and begin the new term on January 1, 2027.

San Diego Humane Society has carefully reviewed the City's Draft Public Services Agreement (RFP Exhibit 1), including Attachment A, Scope of Work, and generally accepts its terms, subject to the modifications shown in redline in Exhibit F-2. We offer these proposed modifications in good faith for the City's consideration and are open to discussing any of them with City staff.

It would be a privilege to continue this partnership. We welcome the opportunity to discuss our qualifications, introduce the City to the teams who perform this work, and demonstrate how our services support a safe and humane Escondido.

Sincerely,

Gary Weitzman, DVM, MPH, CAWA
President & CEO
San Diego Humane Society

Escondido Animal Control Services Proposal

Response to City of Escondido Request for Proposals #26-37 Animal Control Services

Proposed term: January 1, 2027, through December 31, 2031, with up to three optional one-year extensions

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2. Contractor Background and Experience

Organization and qualifications

San Diego Humane Society and SPCA is a California nonprofit corporation founded in 1880. Our work encompasses animal sheltering, veterinary medicine, humane law enforcement, and services for pet owners. We bring the experience of a longstanding animal welfare organization to the practical responsibilities of a municipal service provider. Our operating history exceeds the RFP's three-year minimum and current corporate records will document our standing.

Required information	San Diego Humane Society response
Business name	San Diego Humane Society and SPCA DBA & Operating name: San Diego Humane Society
Business type	California nonprofit corporation
Administrative address	5500 Gaines Street, San Diego, CA 92110
Local service facility	Escondido Campus 3500 Burnet Drive, Escondido, CA 92027
Main telephone	619-299-7012
Corporate standing	CA Entity No. 0017580 State of California Statement of Information Updated June 1, 2026 See Exhibits A-1 through A-4
Local point of contact	Julianna Tetlow, Sr. Director of Government Relations Direct telephone: 619-299-7012 ext. 2336 | Email: jtetlow@sdhumane.org

The local point of contact will coordinate sheltering and field services, address City escalations, and obtain decisions from San Diego Humane Society leadership. A designated alternate will maintain coverage during absences.

Leadership

Gary Weitzman, DVM, MPH, CAWA
President & CEO
Gary Weitzman, DVM, MPH, CAWA, joined San Diego Humane Society as president and CEO in 2012. A veterinarian and Certified Animal Welfare Administrator, he has served as chair of the board of the Association for Animal Welfare Advancement and is currently serving as board president for the California Animal Welfare Association (CalAnimals), Shelter Animals Count and Mama's Kitchen, a San Diego nonprofit committed to providing food for people with chronic illnesses.

A U.S. Air Force veteran, he earned a double BA in biology and English from Colby College, a Master's in International Public Health from Boston University and his DVM from Tufts University's Cummings School of Veterinary Medicine.

Gary was the former co-host of the nationally distributed public radio program "The Animal House," which ran for seven years, and is the author of eleven books published by National Geographic, including "Everything Dogs," "How to Speak Dog," "How to Speak Cat," "The Complete Guide to Pet Health, Behavior and Happiness," and from National Geographic Kids are "Dog Breed Guide" and "Cat Breed Guide." His latest books from National Geographic on dog and cat behavior, "Fetch" and "Pounce," were published in August 2020.

Brian Daugherty
Executive Vice President
Brian Daugherty is a nonprofit executive, philanthropy leader and speaker with more than 25 years of experience building strong teams, advancing missions and helping people turn their generosity into meaningful change. His work is grounded in a belief that philanthropy begins with connection: sharing stories that inspire people to support the causes they care about.

As Executive Vice President at San Diego Humane Society, Brian brings together his passion for animals, commitment to philanthropy and experience in organizational leadership. His career spans higher education, arts and animal welfare, with previous roles at the Baltimore Symphony, Baltimore Zoo, University of California, San Diego and University of San Diego.

Brian also helps nonprofit organizations across the country strengthen their philanthropy and communications programs. A sought-after speaker on leadership, communications and fundraising, he brings practical insights, engaging stories and a focus on helping teams translate ideas into results.

Brian holds a bachelor's degree in finance from the University of South Florida and a master's degree in nonprofit management and leadership from the University of San Diego. Outside of work, he enjoys live music, time with his family and four dogs, and the ongoing pursuit of the perfect pancake.

Michael Lowry
Senior Vice President & Chief Financial Officer
Michael Lowry brings over 31 years of experience in nonprofit accounting and finance to San Diego Humane Society as chief financial officer. Michael and the team in the Finance department are responsible for recording all financial activity, overseeing accounting, managing payroll and maintaining transparency by reporting financial information to the public. Michael takes pride in helping the organization run more efficiently by working with employees to understand the budget and their department's figures. Michael also works closely with the San Diego Humane Society teams responsible for Support Services, Government Relations, Licensing and Business Intelligence.

Michael's professional experience began at the Deloitte office in San Diego, where he worked with clients such as the University of San Diego, The Salk Institute, Children's Hospital and Health Center, San Diego Space and Science Foundation, Proxima, Next Proteins and Westland Hotels. He left Deloitte to pursue his career in nonprofit accounting and finance. Before joining San Diego Humane Society, Michael worked at other nonprofits in San Diego in the industries of healthcare, education and performing arts.
Michael was born and raised in San Diego, where he graduated from Mission Bay High School and attained a Bachelor of Accountancy from the University of San Diego. He and his wife Amy are the

proud parents of two adult children. While raising their kids, they fostered dogs and puppies until they eventually adopted Camden, an Alaskan malamute from San Diego Humane Society.

Zarah Hedge, DVM, MPH, DACVPM, DABVP (Shelter Medicine Practice)
Senior Vice President & Chief Medical Officer
Zarah graduated from Western University of Health Sciences (WesternU) in 2009. She completed a shelter medicine internship and a three-year shelter medicine residency program at the Oregon Humane Society in conjunction with Oregon State University School of Veterinary Medicine. Zarah received her Master's in Public Health with the University of Minnesota in 2013 and board certification in Veterinary Preventive Medicine in 2014. After completing her residency, she worked as a veterinarian at San Diego Humane Society for two years before becoming an Assistant Professor of Shelter Medicine and Western University of Health Sciences College of Veterinary Medicine. Zarah worked as hospital director at WesternU Spay/Neuter Center in Van Nuys. Dr. Hedge received board certification in Shelter Medicine (ABVP) in 2017. In the summer of 2019 Dr. Hedge once again joined the San Diego Humane Society as their Chief Medical Officer. In this role, she oversees a medical team of over 100 staff at four different locations in San Diego County. She also continues to serve as a reserve field veterinarian for Rural Area Veterinary Services, a program of The Fund for Animals.

Jessica Sale, CAWA
Senior Vice President & Chief Operating Officer
Jessica has an extensive background in leading shelter operations and embodies San Diego Humane Society's culture of care and compassion.

Jessica oversees the operations at our San Diego, El Cajon, Escondido and Oceanside campuses, ensuring more than 40,000 animals admitted to our shelters each year receive the high-quality care they deserve. Her leadership includes oversight of our innovative and nationally leading programs, including our Behavior & Training, Rescue, Foster, Kitten Nursery, Humane Law Enforcement and Project Wildlife programs.
Prior to joining San Diego Humane Society, Jessica worked for a decade in a private veterinary medicine practice in Arizona, where she eventually became the hospital's manager. Since returning to her hometown of San Diego in 2011 to serve as the veterinary hospital administrator at San Diego Humane Society, she has held various positions within the organization, including senior director of the San Diego Campus and vice president of animal welfare.

Jessica graduated from Arizona State University with a bachelor's degree in communications and is a Certified Animal Welfare Administrator (CAWA).

Jace Huggins
Vice President & Chief of Humane Law Enforcement
Jace Huggins serves as Vice President and Chief of Humane Law Enforcement at San Diego Humane Society, overseeing animal cruelty investigations, officer recruitment and training, emergency response, and coordination with prosecutors and regional law enforcement partners. He brings more than a decade of progressive leadership experience in municipal animal services and community programming. Previously, he served as Chief Animal Control Officer at Sacramento's Front Street Animal Shelter, directing 12 officers responding to more than 16,000 annual service requests and

overseeing programs supporting unhoused pet owners and access to preventive care. His career began in veterinary intensive care at the UC Davis Veterinary Medical Teaching Hospital.

Jace is a recognized educator who has presented at national and international conferences, including Humane Canada's Summit for Animals, Animal Care Expo, and the National Animal Care & Control Association's Annual Conference. He serves as an instructor for the Humane World for Animals Law Enforcement Training Center and is a California P.O.S.T.-certified instructor in Principled Policing. As Vice President of the National Animal Care and Control Association, he helps develop national training and practice standards. His leadership emphasizes equitable, community-centered services, professional accountability, and lasting public trust.

Corporate and financial documentation

The documents listed below demonstrate that San Diego Humane Society has been a California corporation in good standing for well over three years and provide the corporate filings and governing documents requested in the RFP. The table that follows shows where each Contractor Background and Experience requirement is addressed.

- Exhibit A-1: Articles of Incorporation (April 18, 1888)
- Exhibit A-2: Certificate of Amendment of Articles of Incorporation (October 1, 2014)
- Exhibit A-3: California Secretary of State Statement of Information (filed June 1, 2026; Entity No. 0017580)
- Exhibit A-4: Amended and Restated Bylaws (March 26, 2026)
- Exhibit A-5: Secretary of State Statement of Information 2024
- Exhibit A-6: IRS Exemption Letter
- Exhibit B-1: Chief Financial Officer Financial Capacity Statement (October 23, 2026)
- Exhibit B-2: Audited Financial Statements, fiscal years ended June 30, 2025 and 2024

RFP Background requirement	RFP item	Where addressed
Experience within the past 3 years providing similar services	Intro	Recent Escondido service experience; Section 3; Exhibit D
Corporation in good standing, in business at least three years	1	Organization and qualifications; Exhibits A-1 to A-3
Company name, address, and phone number	2	Business information table
Brief company/corporate history	3	Organization and qualifications
Type of business	4	Business information table; Exhibit A-1
Corporate agreements, amendments, and state filings	5	Exhibits A-1 to A-6
Three corporate or agency references	6	Agency references

RFP Background requirement	RFP item	Where addressed
Single local point of contact in authority	7	Business information table; Cover letter

Recent Escondido service experience

We have provided municipal animal services to Escondido since 2014. Our 2020 and 2023 agreements document an established local shelter, daily field services, dog licensing, and regular City reporting. The results below show the animals and residents served during the recent contract relationship and provide a foundation for evaluating the next term.

Escondido Service Experience	FY2024	FY2025
Animals sheltered	3,061	2,672
Community services*	4,561	4,562
Total animals helped	7,622	7,234
Licenses Sold	3,981	3,836
Vaccinations	5,947	6,044
Priority 1 calls	629	633
Priority 2 calls	1,396	1,161
Priority 3 calls	150	142

*Community services include spay/neuter, vaccinations/microchips, and owner-requested euthanasia.

Agency references

Agency and comparable services	Contact name and title	Telephone
City of Oceanside	Vicki Gutierrez, Real Estate Manager	(760) 435-5014
City of Poway	Karen Tansey, Senior Management Analyst	(858) 668-4584
City of El Cajon	Graham Mitchell, City Manager	(619) 441-1716

3. Project Plan

An established partner for Escondido

We approach animal services as a responsibility to both animals and people. Our Escondido campus gives residents a local place to seek help, while our regional resources support medical care, behavioral rehabilitation, foster placement, and adoption. Humane Law Enforcement connects this care with public safety and enforcement of animal protection laws. Together, these services allow us to follow an animal's needs from the first call for help through reunification or another appropriate outcome.

Our work also addresses the circumstances that bring animals into shelters with the goal of reducing intake and costs over time. Helping a resident obtain veterinary care, understanding a pet's behavior, and keeping identification current can protect animal welfare and help a family remain together. We make these connections part of our daily service, with clear eligibility and availability information for community programs.

Responsibilities under the proposed agreement

We will continue to provide public shelter intake and care, lost-and-found and reclaim assistance, veterinary assessment and treatment, lawful placement and disposition, field response and enforcement, dog licensing, bite and rabies coordination, and required records and reporting. San Diego Humane Society will supply the personnel, facilities, materials, tools, equipment, and transportation needed to perform these responsibilities.

We verify location and jurisdiction when responding to calls for service or opening a case and will continue to coordinate requests near City boundaries with the responsible agency. Urgent safety concerns will be addressed through the appropriate dispatch and public safety response.

RFP evaluation criterion	Weight	Where addressed
Animal sheltering	15%	Shelter operations and veterinary care
Animal field services	10%	Field response and investigations
Employees	10%	Staffing and supervision
Humane officers	20%	Officer qualifications and authority
Community	20%	Resident assistance and community programs
Legal requirements	25%	Compliance and contract administration

3.1 Project Plan: Operating Hours and Access

Local shelter and field coverage

Our Escondido campus at 3500 Burnet Drive, Escondido, CA 92027 will remain the local shelter access point. We propose continuing our current agreement's daily field service schedule and after-hours emergency coverage. San Diego Humane Society is able to offer additional sheltering capacity for overflow, at no additional cost, at campuses located in Oceanside, San Diego, and El Cajon.

Service	Schedule and access
Routine HLE field response	8 a.m. to 6 p.m. daily.
After-hours HLE response	An after-hours duty officer responds to Priority One emergencies when activated by an authorized City official or as a response to a resident call for service. We also provide 24-hour dispatch services.
Public campus business hours (excluding holidays)	Tuesday through Sunday, 10 a.m. to 6 p.m.
Adoption hours	Tuesday through Sunday, 10 a.m. to 5 p.m.
Intake and reclaim access	Tuesday through Sunday, 10 a.m. to 6 p.m.
Resident contact	619-299-7012; press 1 for Humane Law Enforcement. Website: sdhumane.org

Animal care and emergency response continue according to the animal's needs and applicable custody requirements when San Diego Humane Society is closed to the public. We will clearly explain how residents can obtain help, including where to bring an animal and how an urgent call reaches the appropriate officer or shelter team.

3.2 Project Plan: Shelter Operations

Welcoming animals and helping them return home

San Diego Humane Society owns both the land and shelter building at our Escondido Campus, located at 3500 Burnet Drive, providing an established local facility for the City's animal care and control services. The campus, supported by San Diego Humane Society's regional veterinary, behavioral, and specialized care resources, provides the facilities and equipment needed to perform the required work, including animal intake, safe and humane housing, medical care, reunification, and adoption services. We will maintain appropriate facilities, sanitation, and operating conditions to support animal welfare, public access, and the safe performance of shelter and humane law enforcement responsibilities. Our ownership of the property supports continuity of service and long-term planning for maintenance and improvements, reflecting San Diego Humane Society's sustained investment in the Escondido community.

Our public shelter will receive and care for dogs, cats, livestock, and other domestic animals seized or impounded through field services or brought to us by members of the public within the agreement's scope. We will provide housing and care for strays, animals under rabies quarantine, and police and animal cruelty holds for the applicable custody period. Each animal will receive an intake record identifying where it came from, its condition, and the reason for admission.

Returning lost pets to the people who love them is a priority. Staff will check tags and other identification, scan for a microchip, document efforts to contact an owner, and provide lost-and-found assistance. Officers will seek safe and lawful reunification in the field when possible. At the shelter, staff will verify ownership, explain release requirements and applicable fees, and help residents understand the next steps. Quarantine, evidentiary holds, and public safety restrictions will be observed.

Individual care and veterinary medicine

Every animal in our custody depends on us for safe housing, food, water, sanitation, and attentive daily care. Staff will support medical and behavioral needs, provide appropriate enrichment, and adapt handling and housing to the animal. Veterinary professionals will assess illness or injury and provide necessary treatment, pain management, preventive care, and surgery. Urgent cases will receive stabilization or referral through established emergency arrangements.

Medical records will follow animals through treatment and transfer. Isolation, sanitation, and disease prevention procedures will protect individual animals and the larger shelter population. When an animal needs resources at another San Diego Humane Society location or an approved outside provider, we will coordinate transport, treatment, and follow-up while maintaining clear custody and case records.

Behavioral support and lifesaving placement

Our approach recognizes that an animal's well-being includes its behavior and ability to live safely with people. Staff will identify fear, stress, and other barriers to placement and connect animals with appropriate behavior assessment, enrichment, training, or foster support. Young, injured, or recovering animals will receive care suited to their needs. This individualized approach supports our goal of giving animals the best opportunity for a safe and lasting home.

We will evaluate return to an owner, adoption, foster care, lawful transfer to a placement partner, or another appropriate disposition after all required holds and release conditions are satisfied. Decisions will consider medical and behavioral condition, public safety, and applicable law. Humane euthanasia,

when warranted, will be performed by qualified personnel using lawful methods and documented authorization. We will respectfully handle deceased animals in our custody and those brought to us by City residents, consistent with the agreement.

Capacity and special care

We will plan for seasonal intake peaks, legal holds, disease events, and emergencies, using regional resources and approved providers when needed. Large animals and other animals with unusual care needs will have an appropriate housing and custody plan. The City will be notified when a capacity issue may materially affect service.

3.3 Project Plan: Field Response and Enforcement

Protecting animals and public safety

Humane Law Enforcement requires sound judgment, careful animal handling, and the ability to work constructively with people in difficult situations. Our officers will investigate cruelty and neglect, pick up and care for injured domestic animals, address dangerous animals, respond to bites and rabies concerns, patrol and impound stray dogs running at large, and collect stray or abandoned domestic animals contained by residents within City limits.

Dispatch will gather the location, risks to people and animals, incident history, and caller information, then assign the appropriate priority and resource. Officers will coordinate with Escondido Police and other public safety agencies when a joint response is needed. The proposed response standards below carry forward Exhibit B of the 2023 agreement. Please note that the examples are abbreviated. These are service standards, not measured historical response results.

Priority	Response standard	Representative calls
1	ASAP	People or animals in immediate danger; urgent medical need; animal in a hot vehicle; animal fighting; active intentional cruelty; uncontained biting animal; public safety assistance.
2	Within 24 hours	Other incidents in progress; contained biting animal reported within 24 hours; lack of vet care, public assistance
3	Within 36 hours	Cruelty not in progress; abandonment; non-life-threatening medical needs; hoarding without immediate danger; bites reported after 24 hours.
4	Within 72 hours	Welfare checks with a reporting party; inadequate water or shelter; short tether; other listed welfare concerns and animal sales at events.
5	When Available	Welfare checks without a reporting party; running at large not in progress; pet shop, kennel, rodeo, or circus inspections.

Routine field coverage is 8 a.m. to 6 p.m. daily. Outside those hours, the agreement provides for Priority One emergency response following activation by an authorized City official or resident call for service. Supervisors will review pending calls and changes in urgency so an animal's worsening condition or a new public safety threat receives the appropriate response.

3.4 Project Plan: Investigations and Enforcement

Cruelty investigations and animal protection

Our Humane Law Enforcement program has a long history of investigating animal abuse and neglect. Officers combine knowledge of animal protection laws with training in animal handling, investigation, and rescue. Veterinary and animal care personnel support their work by documenting an animal's condition and providing care during an investigation.

Qualified officers will investigate reports, interview witnesses, preserve photographs and other evidence, and coordinate lawful entry, warrants, seizures, and notices when required. They will prepare reports for the appropriate authority and remain available to testify in court or administrative proceedings. Education and assistance will be used when they can resolve a problem safely and serious violations will receive enforcement response supported by the facts and law.

Bites and dangerous animals

Officers will investigate bites and dangerous-animal complaints, document the incident and ownership information, assess continuing risk, and coordinate quarantine or testing with public health authorities. We will maintain appropriate housing and care for animals held under quarantine or protective orders and follow applicable notice and hearing procedures. Dangerous-dog licensing and follow-up will be coordinated according to the City's licensing and enforcement requirements.

Patrol and recurring concerns

We will respond to reports of stray dogs running at large, recover and transport animals when warranted, and address restraint and licensing violations. Supervisors will review repeat locations and complaints to identify where patrol, resident education, follow-up, or enforcement is needed. Reports will distinguish calls received, visits, warnings, citations, and case outcomes so the City can evaluate the work performed.

Professional judgment and complete records

Enforcement actions affect both animals and the people involved. Our officers will explain the reason for any action, document the evidence and authority supporting it, and provide required notices. Dispatch and case records will distinguish receipt, dispatch, arrival, and completion times. Supervisors will review delayed responses, repeat calls, and unresolved cases and coordinate corrective action when needed.

Community cat decisions will follow current law, applicable court orders, ownership assessment, and approved eligibility and return procedures. Release or placement of an animal will respect quarantine, evidentiary, and public safety restrictions.

3.5 Project Plan: Staffing and Officer Qualifications

Personnel and supervision

The quality of animal services depends on the people providing them. Our shelter staff, veterinary professionals, humane officers, dispatchers, and customer service personnel bring different skills to a shared responsibility for animals and residents. We will provide appropriate staffing and supervision for each function, with training in safe handling, humane care, respectful communication, and the requirements of the assigned work. Volunteers and foster caregivers will contribute under staff supervision while credentialed responsibilities remain with qualified personnel.

Function	Responsibility	Contact
Local operating lead	Accountable for the complete service relationship and City escalations.	Primary: Julianna Tetlow, Senior Director of Government Relations, 619-299-7012 ext. 2336 Alternate: Michael Lowry, CFO, 619-299-7012 ext. 2275
HLE command and officers	Field deployment, enforcement decisions, investigations, and evidence.	Jace Huggins, Chief, Humane Law Enforcement
Dispatch	Call intake, priority assignment, deployment, and after-hours activation.	619-299-7012 ext. 1; investigations@sdhumane.org
Shelter operations	Admissions, daily care, custody, reunification, and placement.	Carli Vanberkum, Campus Director, Escondido
Veterinary team	Clinical protocols, treatment, disease control, and medical decisions.	Dr. Zarah Hedge, Senior Vice President and Chief Medical Officer
Customer service and administration	Resident assistance, licensing, reporting, billing, and records.	San Diego Humane Society Resource Center (619) 299-7012

San Diego Humane Society will maintain appropriate staffing and coverage levels for shelter, medical, and Humane Law Enforcement operations throughout the term of the agreement. We will provide qualified personnel and relief coverage as needed to ensure continuity of services during staff leave, vacancies, training, and simultaneous emergencies. San Diego Humane Society will supply the labor, materials, tools, equipment, and transportation necessary to fulfill our responsibilities and maintain the agreed service levels.

Qualified Humane Officers, Animal Protection Officers, and Animal Response Technicians

San Diego Humane Society's Humane Law Enforcement department brings together Humane Law Enforcement Officers, Animal Protection Officers, and Animal Response Technicians whose complementary responsibilities strengthen our ability to serve Escondido's animals and residents.

Working under HLE supervision, these positions allow us to match each call with personnel who have the appropriate training and authority. This coordinated approach is designed to improve response capabilities and timeliness while balancing daily service requests with investigations that require sustained attention.

Humane Officers hold primary responsibility for animal cruelty and welfare investigations, including cases requiring extensive evidence collection, search warrants, and referral for criminal prosecution. Their work includes interviewing witnesses, documenting animal conditions, preserving evidence, preparing reports, and coordinating with prosecuting authorities. Humane Officers also perform broader animal control duties and support Animal Protection Officers and Animal Response Technicians when additional assistance is needed.

Animal Protection Officers focus on municipal animal control responsibilities, including bite investigations, rabies control, dangerous-animal complaints, and general welfare concerns. They conduct patrols and other enforcement activities within the City's contracted service scope, issue citations and notices when appropriate, and follow up to address violations. Animal Protection Officers can initiate the response to cruelty in progress and work closely with Humane Officers and supervisors to transfer investigations requiring more extensive case development. This coordination supports prompt intervention while maintaining continuity through investigation and resolution.

Animal Response Technicians provide essential rescue, animal handling, and transportation services in a non-sworn, non-enforcement capacity. They respond to animals in need, humanely capture and transport animals, assist with transfers from veterinary partners, and attempt to locate the owners of stray animals in the field. Technicians coordinate with Admissions and Medical teams so animals receive appropriate care, and request officer assistance when a situation requires enforcement authority. Their work expands our capacity to respond to service calls while allowing enforcement personnel to remain available for public safety concerns and investigations.

These roles operate as one team, with the flexibility to assist one another within each employee's training and authority. Assigning rescue and transport work to Animal Response Technicians helps preserve officer availability, while Animal Protection Officers provide focused attention to daily animal control needs. Humane Officers can devote the sustained time necessary to develop complex cruelty cases. Supervisors coordinate assignments and case handoffs as priorities change. Personnel also participate in night, on-call, and emergency coverage as assigned, consistent with the City's service requirements.

San Diego Humane Society will maintain appropriate HLE staffing and coverage throughout the agreement and will employ qualified humane officers as required by Corporations Code section 14502 and Penal Code section 830.9. Enforcement duties will be assigned within each employee's lawful authority. We will maintain documentation of required appointments, training, certifications, continuing education, and authorizations, reviewing qualifications before assignment and monitoring compliance throughout the term. Supporting response positions complement the work of qualified humane officers and do not replace the required officer qualifications.

3.6 Project Plan: Resident Service and Reporting

Courtesy and accessible assistance

We recognize the important place animals hold in people's lives. A resident may contact us while searching for a missing pet, worried about an injured animal, or uncertain how to resolve a neighborhood concern. We will respond with courtesy, listen carefully, and explain what happens next. Staff will coordinate handoffs between departments and arrange reasonable disability accommodations and language assistance, including Spanish-language support, as needed.

Our licensing team will help residents obtain and renew dog licenses, verify required vaccination documentation, and maintain current and expired license and owner records for at least three years, or longer when required. We will issue or arrange appropriate service-dog and dangerous-dog licenses and conduct follow-up on licensing and rabies vaccination compliance. These services support identification, reunification, and public safety. Staff will explain lawful exemptions and authorized charges clearly.

Complaint handling and City escalations

San Diego Humane Society's Government Relations representative will serve as the City's dedicated liaison, providing a direct, personal connection to our organization to help resolve complaints and operational concerns quickly and effectively. We pride ourselves on being accessible and responsive. City staff will always have a person they can contact directly, no matter how large or small the issue. Our liaison will coordinate with the appropriate operational leaders, help obtain answers, and maintain communication with the City as concerns are reviewed and addressed.

Service complaints will be documented separately from the underlying animal control incident when appropriate. The responsible supervisor will review the circumstances, contact the resident as needed, explain the action taken or pending, and document the outcome. Government Relations will coordinate follow-up with the City, with updates provided consistent with privacy and investigative requirements. Allegations involving officer conduct or serious service failures will receive appropriate supervisory review and escalation.

We welcome feedback and view the City's concerns as an opportunity to evaluate our work and improve service. When our performance falls short of our standards and expectations, we will take appropriate internal corrective action. That review may also identify a need for additional training or changes to policies and protocols. We are committed to considering those changes thoughtfully and putting improvements into practice where warranted.

We propose acknowledging routine City referrals within two business days and providing substantive updates as soon as practicable. When resolution requires additional time, our liaison will keep the City informed of progress and next steps. Urgent safety concerns will be directed immediately to dispatch and the on-duty supervisor, with Government Relations available to support City coordination and follow-up.

Performance reporting

San Diego Humane Society will continue quarterly and annual Escondido reporting and proposes regular operating reviews with the City. Reports will identify the period, jurisdiction, definitions, and any changes in methodology. A single animal may receive multiple services, so service activity will be distinguished from unique animal counts. Campus totals and organization-wide results will not be presented as Escondido-only results.

Reporting area	Measures for City review
Shelter services	Intake by species and reason; outcomes; reunification; days in care; legal holds; capacity concerns.
Field services	Calls by priority and type; response intervals; investigations; warnings and citations; repeat locations and dispositions.
Resident services	Licensing activity; service complaints; acknowledgement and resolution; access issues and corrective action.
Contract administration	Staffing changes; credential status; billed services; approved additional work; material incidents.

We propose quarterly reports within 60 days after quarter end and annual reporting within 90 days of fiscal year end. Reports will include shelter activity and disposition, administrative and criminal citations, and the number and type of field incidents investigated.

3.7 Project Plan: Legal Compliance and Continuity

Applying the correct legal authority

Services will comply with applicable California law, County requirements that apply in Escondido, and the City's ordinances. Escondido Municipal Code Chapter 4 defines the animal control authority and its duties. Section 4-4 adopts specified County animal control regulations by reference, and section 4-5 gives the City's code priority where those incorporated provisions conflict. Staff will use the authority applicable to the incident and jurisdiction.

San Diego Humane Society will maintain procedures for lawful impoundment, owner notification, holding periods, custody records, required veterinary care, quarantine, placement, and euthanasia. Investigations will observe applicable entry, warrant, evidence, hearing, and due-process requirements. Professional services will be performed under the required licenses and permits. Changes in governing law or court orders will be reviewed with responsible leadership and incorporated into procedures and training.

Exhibit C provides a matrix of state, county, and local laws related to animal care and control.

Contract administration

We will obtain and maintain the City business license and other authorizations required for performance. San Diego Humane Society will provide insurance evidence and endorsements meeting Exhibit 1 requirements at execution and maintain required coverage during the term, subject to any exception expressly approved by the City. The insurance submission will address additional insured status, primary coverage, cancellation notice, subrogation, and declared retentions.

Monthly invoices will be submitted to the Escondido Police Department, attention Barbara MarLett, or PoliceInvoices@escondido.gov. Payment terms will follow the agreement's net 30 requirements. Additional compensated work will require the City's prior written authorization.

San Diego Humane Society will retain records for at least three years or the applicable retention period, whichever is longer, and preserve records subject to legal holds or other preservation requirements. We will provide information needed for governmental reporting within the agreement's scope. Records ownership, access, and delivery will follow the agreement and applicable law.

Our dedicated Records Management Analyst will oversee the retention, organization, retrieval, review, redaction, and production of records associated with the City's contracted services. This position provides a consistent point of coordination for public records requests under the California Public Records Act (CPRA), working with San Diego Humane Society departments and the City to identify responsive records and support timely, complete responses. The analyst will track requests and applicable response deadlines, coordinate searches, and document the records provided and the legal basis for any withholding or redaction.

San Diego Humane Society will coordinate disclosure determinations with the City and legal counsel as appropriate, protecting information where required by law and applying legally supported exemptions. When a record contains both exempt and nonexempt information, we will redact the protected portions and provide reasonably segregable, disclosable remainder. This process supports public transparency while respecting privacy and other legal protections.

4. Other Information: Supplemental and Community Services

Helping pets remain with their families

San Diego Humane Society's partnership with Escondido is strengthened by the extraordinary generosity of our donors, whose support helps us provide exceptional care for animals and meaningful assistance to the people who love them. Philanthropy expands our capacity for specialized veterinary treatment (including orthopedic and other advanced surgeries) and individualized behavioral care, while supporting community education, youth programs and events, low-cost veterinary services, free or low-cost spay/neuter, pet food and supplies, and assistance for families facing financial hardship or homelessness. These resources help residents care for their pets, keep families together and address challenges before they lead to surrender or emergency intervention. Donor support also helps bridge the longstanding gap between municipal funding and the cost of service: from FY2019–20 through FY2024–25, San Diego Humane Society absorbed more than $10 million in Escondido animal-services costs beyond City contract payments and related fees. This charitable commitment strengthens the City's investment and supports a more compassionate community for animals and people.

Our community services extend the value of the City's animal services partnership. A family that can obtain pet food, basic veterinary care, or behavior guidance may be able to keep an animal safely at home. We will connect Escondido residents with available safety net services and explain eligibility, scheduling, and any resident charges. This approach reflects the service philosophy described in our 2017 RFI and the community programs included in the City agreements.

Disaster preparedness and response

Our experience in animal rescue and disaster response supports the City's emergency planning. We will coordinate animal evacuation, temporary sheltering, reunification, and field assistance through the agreed emergency plan.

Our program is operated by Lt. Justin Stillions. As the Emergency Response Manager at San Diego Humane Society, Lt. Stillions leads the Emergency Response Team in frontline disaster response, emergency animal sheltering, technical rescue, mutual aid, and public preparedness education. Beyond operational leadership, Justin serves as an animal disaster subject matter expert for local and regional emergency planning, while also contributing to statewide readiness as a member of the CalAnimals Emergency Management Committee.

Justin began his career with San Diego Humane Society in 2011, spending nearly a decade as a Humane Officer and deploying to several of California's most devastating wildfires, including the Cocos, Lilac, Valley, and Camp Fires. After returning to the organization in 2023 to lead emergency response operations, he provided incident management support during the team's deployment to the Palisades Fire. Today, he draws on more than a decade of specialized field experience to build strong community preparedness and protect animals during major emergencies.

Continuity and partnership

Continuing with San Diego Humane Society preserves an established local service relationship and access to regional animal care resources. We welcome site visits and discussions with our operational leaders so the City can evaluate our facilities, practices, and qualifications directly. Our goal is to remain a responsive partner that protects public safety, provides humane care, and helps Escondido residents care for their animals.

4. Other Information (continued): Proposal Completion

Agreement acceptance and proposed changes

San Diego Humane Society has reviewed the City's Draft Public Services Agreement (RFP Exhibit 1), including Attachment A, Scope of Work. The City's form agreement, with contractor information completed, is included as Exhibit F-1. San Diego Humane Society generally accepts the terms of the agreement, subject to the modifications shown in redline in Exhibit F-2. These modifications are offered in good faith and in the spirit of clarity and operational alignment. San Diego Humane Society is open to discussing the redline language, in whole or in part, with City staff and is committed to working with the City to reach mutually acceptable terms before execution.

Public agency participation option

Option granted: YES _____ NO ___X___

Addenda acknowledgement

As of 10/30/26 there have been no issued addendums.

Exhibit index

Exhibits are arranged in the order of the RFP Proposal Content requirements and are individually labeled.

Exhibit	Contents
A	Corporate Existence, Good Standing, and Governing Documents (RFP Contractor Background items 1, 4, 5) A-1 Articles of Incorporation (1888) A-2 Certificate of Amendment of Articles (2014) A-3 Secretary of State Statement of Information (2026) A-4 Amended and Restated Bylaws (2026) A-5 Secretary of State Statement of Information (2024) A-6 IRS Exemption Letter 2021
B	Financial Capacity B-1 CFO Financial Capacity Statement (October 23, 2026) B-2 Audited Financial Statements, FY2025 and FY2024
C	State, County, and Local Law Compliance Matrix (Project Plan, Section 3.7)
D	Escondido Service Reports (Recent Escondido service experience) D-1 Annual Report FY2023–24 D-2 Annual Report FY2024–25 D-3 Quarterly Report, October–December 2025 D-4 Quarterly Report, January–March 2026

Exhibit	Contents
E	Evidence of Insurance: Certificate of Liability Insurance and endorsements (September 14, 2026)
F-1	City of Escondido Draft Public Services Agreement
F-2	Redlined Sample Agreement – San Diego Humane Society Proposed Changes
G	CONFIDENTIAL: Compensation Proposal

Compensation proposal

San Diego Humane Society's compensation proposal is provided as Exhibit G and is marked CONFIDENTIAL.

Authorized signature

This proposal is submitted under the signature of individuals authorized to bind San Diego Humane Society to the performance of the proposed services.

Date: October 30, 2026

Gary Weitzman, DVM, MPH, CAWA

President & CEO, San Diego Humane Society

Date: October 30, 2026

Michael E. Lowry

Senior Vice President and Chief Financial Officer, San Diego Humane Society

State, County, and Local Law Compliance Matrix

RFP Proposal Content – Project Plan (Section 3.7, Legal Compliance)

Compliance matrix of state, county, and local animal care and control requirements

San Diego Humane Society | Response to City of Escondido RFP #26-37, Animal Control Services

Exhibit C – State, County, and Local Law Compliance Matrix

Source citations and URLs for each requirement are provided in the Excel version of this exhibit.

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
G01	Authority	City	Operate under the City Council's designation and agreement; perform the animal-control, impoundment, care, enforcement, licensing and disposition duties assigned under Chapter 4.	Appointment and a service contract do not expand an individual officer's statutory powers. Read these duties with the current signed agreement.	Escondido Municipal Code (EMC) §§4-1–4-3
G02	Applicable local law	City + County	Apply County Title 6, Division 2, Chapters 6 and 7 as incorporated by EMC §4-4; City municipal and zoning provisions govern conflicts under §4-5.	This matrix uses the County Chapter 6 publication amended through Ordinance 10927, effective Jan. 10, 2025. The City adoption text does not itself establish which later amendments were incorporated.	EMC §§4-4–4-5; County Title 6, Div. 2, Ch. 6
H01	Stray dogs	State • applicability review	Statutory hold: 6 business days excluding impoundment day. A qualifying shelter may use 4 business days. First 3 business days are for owner redemption; remaining days allow redemption or adoption.	Four-day option requires one weekday evening through 7 p.m. or one weekend day for redemption, or the statute's small/limited-hours shelter appointment alternative. Business day means open to the public at least 4	FAC §31108(a), (d)

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
				hours, excluding state holidays.	
H02	Stray cats	State • applicability review	Statutory hold: 6 business days excluding impoundment day; 4 at a qualifying shelter. First 3 business days are owner-redemption-only; remaining days permit redemption or adoption.	Same evening/weekend or small/limited-hours appointment alternatives as dogs. Business days require at least 4 public hours and exclude state holidays. Separate rules apply to qualifying young kittens and feral cats.	FAC §31752(a), (b), (e)
H03	Other stray pets	State • applicability review	Give impounded rabbits, guinea pigs, hamsters, potbellied pigs, birds, lizards, snakes, turtles and tortoises legally kept as personal property the same holding periods, care, and redemption/adoption opportunities as dogs and cats.	This enumerated domestic-pet rule is not a wildlife, livestock or rabies-quarantine rule. Identify the species and legal custody category at intake.	FAC §31753
H04	Owner relinquishment	State • applicability review	Statutory rule applies the stray holding period and care requirements to owner-relinquished animals, but makes them available for redemption or adoption throughout the hold.	Owner-relinquished puppies/kittens may be made immediately available for adoption or qualifying rescue release. A signed surrender alone is not blanket statutory authority for immediate euthanasia of a healthy adult.	FAC §31754

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
H05	Verify ownership	State	A person relinquishing a dog or cat represented as their own must present sufficient identification; a relinquishing owner must sign the ownership statement specified by law.	A dog relinquished with a documented history of vicious or dangerous behavior, established by an animal-control or law-enforcement agency, has a specific exception in §31108.5(b). Do not substitute an unsupported behavioral label.	FAC §§31108.5, 31752.2
H06	Young puppies/kittens	State • limited exception	Puppies under 8 weeks reasonably believed unowned may be released immediately to a qualifying nonprofit rescue. Kittens under 8 weeks reasonably believed unowned may be immediately adopted or released to a qualifying nonprofit rescue.	The stray-puppy exception is rescue transfer, not a matching direct-adoption exception. Owner-relinquished puppies/kittens follow §31754. Sterilization, identification, medical and quarantine requirements still apply.	FAC §§31108(b), 31752(b)–(c), 31754
H07	Feral-cat assessment	State • limited exception	For a cat with no identification of any kind, qualified staff may use a standardized protocol to verify feral status. After the first 3 days, a qualifying feral cat may be euthanized or relinquished to a qualifying rescue agreeing to sterilize it.	The definition requires consistent extreme fear/resistance and complete lack of socialization. A frightened tame or docile cat receives the normal hold. This provision does not by itself authorize every return-to-field placement.	FAC §31752.5

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
H08	Immediate medical exceptions	State	An animal irremediably suffering from serious illness or severe injury need not be held for owner redemption or adoption. A narrow separate provision concerns newborns without their mother who require maternal care.	Document the individual clinical determination. Treatable disease, crowding and convenience are not the irremediable-suffering exception. Reconcile the newborn provision with the young-animal rescue provisions.	FAC §17006; Penal Code (PC) §597.1
H09	Rescue before euthanasia	State	Before euthanasia, release an eligible dog/cat to a requesting qualifying 501(c)(3) rescue or adoption organization as required by the statute; any release fee may not exceed the standard adoption fee.	Use the statutory eligibility and cooperative-agreement provisions. Medical, quarantine, dangerous-animal, evidentiary and court-order restrictions require separate resolution; a rescue request does not erase them.	FAC §§31108(b), 31752(c)
H10	Evacuation-displaced pets	State • effective Jan. 1, 2026	A covered pet displaced by an evacuation order that would otherwise become adoptable is protected for at least 30 days against adoption, euthanasia, or transfer outside the agency/in-state partner system. Preserve location information for reunification.	The statute defines qualifying evacuation orders. In-state partner placements are allowed under its conditions. Irremediable suffering and owner surrender are exceptions. After 30 days, qualifying requested	Government Code (GOV) §53074.1; AB 478 (2025)

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
				rescue transfer duties also apply.	
H11	Hold-funding suspension	State •	The 2026–2027 Budget Act suspends the reimbursable Animal Adoption mandate. Obtain a written determination of which statutory duties, if any, San Diego Humane Society may lawfully treat as suspended while serving Escondido.	A funding suspension is not a safe basis to replace every hold with "72 hours." Private-contractor status, surviving statutory duties, local incorporation and contractual promises must be analyzed separately.	2026 Budget Act; CSM Aug. 14, 2026, Item 9, pp. 4–5; GOV §17581
H12	Community-cat court requirements	Case-specific • San Diego Humane Society	Follow the operative judgment/injunction and approved protocols governing San Diego Humane Society community-cat intake, ownership assessment and disposition.	San Diego Humane Society's June 2025 release reports a final ruling and revised protocol. The actual operative order and subsequent orders were not available for this review; the release is not a substitute for them.	Pet Assistance Foundation et al. v. San Diego Humane Society; operative court orders
H13	Uncollected boarded / treated pet	State • contractual care only	For an animal delivered under a care agreement and uncollected 14 calendar days after its agreed pickup date, apply CIV §1834.5: give the prescribed conspicuous advance notice and make at least 10 days of placement efforts before the permitted euthanasia pathway.	This is a care-agreement abandonment rule, not the stray or cruelty-seizure hold. A receiving shelter/rescue must first agree to accept a transfer. The law does not require euthanasia after	CIV §1834.5

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
				placement efforts fail and bars experimentation.	
I01	Scanning and owner search	State	Scan impounded dogs/cats for microchips during the holding period and before adoption or euthanasia; use reasonable efforts to locate and notify the owner from available identification.	Scanning is distinct from implanting a chip. Continue necessary medical care while searching; reconcile ownership claims before a new-owner disposition.	FAC §§31108(c), 31752(d)
I02	Lost and found service	State • municipal contractor	Maintain lost/found animal lists and make reasonable efforts to reunite animals and owners, including informing finders/owners about other local shelters and using available community outreach resources.	FAC §32001 expressly includes private shelters contracting for municipal animal care/control. Do not confuse a recommended online format with a statutory daily website-posting deadline.	FAC §32001
I03	Local impound notice	County via City • due process	When the owner is identified, promptly attempt notification and serve the required notice of impoundment and hearing rights. The owner may request the Chapter 6 hearing in writing within 10 days.	A timely hearing request prevents disposition until hearing procedures conclude. Apply the separate, shorter PC §597.1 timelines when that seizure statute controls.	County §62.678; EMC §4-4
I04	Finder / surrender details	County via City • confirm edition	A finder taking up a stray dog must report it to the Department within 24 hours. Capture/impound documentation must include surrenderer identity,	Translate "Department" to the properly designated City/provider authority only as legally authorized.	County §§62.676–62.677; EMC §4-4

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
			address, and relevant possession circumstances.	A finder's possession does not establish ownership.	
I05	Police-delivered animals	City	Receive lost/unclaimed animals turned over under the City's animal-control arrangements and handle them under the animal code.	The City's three-month lost-property rule expressly excludes animals. Do not apply the general property auction or vesting timetable to shelter animals.	EMC §10-158; Chapter 4
C01	Basic care / medical care	State	Provide necessary and prompt veterinary care, nutrition, shelter and kind treatment. Provide sufficient food, water, protection and care; do not expose animals to needless suffering or neglect.	These care duties begin on custody and continue during stray, quarantine, evidentiary and other holds. They do not authorize an avoidable delay until adoption eligibility.	Civil Code (CIV) §1834; PC §§597(b), 597.1(a)
C02	Space / exercise / restraint	State	Provide an adequate exercise area for a confined animal and safe restraint that permits access to necessary shelter, food and water without entanglement or injury.	PC §597t has transit/immediate-personal-control exceptions. Veterinary exercise must be medically appropriate; local kennel dimensions may add specific minimums.	PC §597t; 16 CCR §2030(a)(3)
C03	Serious disease / injury	County via City • confirm edition	Obtain adequate treatment for animals known to have serious injury, mange,	County §62.683 also creates enforcement authority when an owner fails to obtain treatment.	County §62.683; EMC §4-4

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
			ringworm, distemper or other contagious disease.	Use lawful seizure, notice and disposition procedures; it is not blanket authority to bypass other holds.	
C04	Licensed veterinary practice	State	Veterinary diagnosis, prescribing, treatment and surgery must be performed by a California-licensed veterinarian or delegated only within lawful RVT/assistant scope and supervision.	A municipal shelter/nonprofit is not automatically an "owner" exempt from veterinary-practice law for impounded animals. Limited basic disease-prevention care may follow written veterinarian protocols under VMB guidance.	Business & Professions Code (BPC) §§4825–4826, 4840; 16 CCR §§2034–2036.5; VMB shelter FAQ
C05	Veterinary premises	State	Register each location where veterinary medicine is practiced as required and maintain a designated California-licensed veterinarian as licensee manager. Maintain required supervision of premises and associated services.	Assess fixed, mobile, vaccination-clinic and offsite services separately. The licensee-manager minimum standard in §2030.05 became operative Jan. 1, 2026.	BPC §§4853–4854; 16 CCR §§2030.05, 2030.2–2030.3
C06	Veterinary sanitation / readiness	State	Keep premises, instruments and apparel sanitary; maintain sterile equipment, current references, working anesthesia equipment, emergency drugs/equipment, and access to imaging and clinical/pathology services.	Diagnostic services may use an authorized outside provider. Apply the current building/premises standards and the separate local kennel	16 CCR §§2030(a), 2030.1

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
				disease-isolation rules where applicable.	
C07	Veterinary client access / hours	State	Maintain a contact phone; if unanswered, provide recorded hours and emergency-referral information. Post required hours and emergency-provider name, phone and location outside/adjacent to the main entrance in at least 20-point type.	If treatment animals will be left without personnel present, give clients prior notice as specified. Exercise is required when animals stay at least 24 hours and it is medically appropriate. These are not universal shelter public-opening hours.	16 CCR §2030(a)(2)–(5)
C08	Surgery standards	State	Use appropriate sterile instruments and a separate sterile pack for each animal in sterile procedures; verify sterilization indicators and required surgical attire. Restrict surgery-room storage and exclude open shelving.	The regulation distinguishes aseptic and clean surgery. Only a licensed veterinarian may perform surgery; do not treat sterilization surgery as an unlicensed shelter task.	BPC §4826; 16 CCR §2030(b)–(d)
C09	Medication / controlled substances	State + linked federal duties	Prescribe, dispense, administer, store and maintain drugs/biologicals lawfully; restrict controlled-substance access to authorized personnel and maintain required inventories and usage records.	DEA registration, federal inventory/security rules, California permits and staff supervision depend on the actual drugs, location and personnel. This row is a trigger for a pharmacy/DEA inventory review, not a complete drug-control audit.	BPC §§4836.1, 4853; 16 CCR §§2030(a)(9), 2032.1, 2036.5; applicable controlled-substance law

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
C10	RVT emergency care	State • limited authority	RVTs may provide animal health care to impounded animals under the veterinarian's direct, written or telephonic order; emergency lifesaving aid must stay within the statutory/regulatory scope.	Emergency authority does not authorize unlicensed surgery, unrestricted diagnosis or routine prescribing. Use the supervising veterinarian's approved emergency instructions and contact procedure.	BPC §§4840, 4840.5; 16 CCR §2069
C11	Report suspected cruelty	State	A veterinarian or RVT with the specified reasonable basis to suspect animal abuse, cruelty or animal fighting must make the required prompt report to the appropriate enforcement agency.	Professional confidentiality does not negate an express statutory reporting duty. Preserve clinical findings and comply with case-specific disclosure restrictions.	BPC §§4830.5, 4830.7
V01	Dog rabies vaccine age	State	Vaccinate dogs at 3 months of age or older with an approved rabies vaccine according to state requirements and product directions; keep vaccination current.	The older local/regulatory four-month language must not be used to delay compliance with current HSC §121690's three-month requirement. A medical exemption requires the statutory approval process.	Health & Safety Code (HSC) §121690(b); 17 CCR §2606.4
V02	Rabies boosters / certificates	State + County via City	Document vaccination in the required veterinarian certificate. Give the first booster within 12 months of the primary vaccination; subsequent intervals must	For local administration, the County code requires veterinarians to supply certificate information to	17 CCR §2606.4; County §§62.610–62.612, 62.620

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
			follow approval/label and regulatory limits. Dog licensing cannot run beyond valid vaccination coverage.	the Department at least monthly. Confirm the City/provider reporting destination.	
V03	Rabies medical exemption	State	Use a veterinarian's written medical determination, owner acknowledgment and local health officer approval for a rabies vaccination exemption; review/renew as required, no longer than annually.	An exempt dog remains subject to licensing and the statute's confinement/control restrictions; exemption does not make it vaccinated for exposure management. Age alone is not a blanket exemption.	HSC §121690(b), (c); County §62.613
V04	Cat / core shelter vaccines	Clinical duty; no universal schedule identified	Maintain veterinarian-approved preventive-care and outbreak protocols appropriate to species, age, risk and individual condition. Provide vaccines when necessary to meet the duty of adequate medical care or a binding health order/contract.	No blanket California/Escondido cat-rabies mandate or universal statutory DAPP/FVRCP/Bordetella shelter-intake schedule was identified in the reviewed authorities. Recommendations are not automatically legal minimum schedules.	CIV §1834; BPC veterinary-practice rules; CDPH rabies guidance; specific orders/contract
V05	Bite / suspected-rabies reports	State + County via City	Report suspected rabies immediately to the local health officer. Report animal bites as required; the County rule requires the report as soon as possible and within 24 hours unless impossible.	Rabies-area rules and species exceptions matter. Veterinary reporting duties apply independently of an animal-control incident	17 CCR §§2500, 2606; County §§62.614–62.616

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
				report. Confirm the current County reporting channel.	
V06	Bite quarantine	State + County via City	Ordinarily isolate/observe a dog or cat for 10 days after the day of a bite; the regulation provides 14 days for other biting animals, subject to species exceptions and health-officer direction.	A five-day alternative requires the specific local-health-officer-authorized veterinary observation/examination process. Special guide/service/law-enforcement dog provisions may apply. No ordinary adoption or transfer may defeat quarantine.	17 CCR §2606; HSC §§121680–121685; County §62.617
V07	Rabies exposure / testing	State + health-officer orders	Follow health-officer isolation, revaccination, euthanasia and testing directions for animals exposed to suspected rabies. Preserve specimens and obtain required clearance before disposition of a suspect biting animal.	17 CCR §2606 retains a six-month exposure-isolation rule and a 30-day prior-vaccination pathway with prompt revaccination. Do not substitute a modern national 45-day/4-month recommendation without confirming the controlling California/County protocol.	17 CCR §2606; County §§62.616–62.618
V08	Public rabies program / reports	State • City-led	Support required public rabies vaccination opportunities, licensing integration, and rabies-control reporting	HSC §121690 assigns local-government duties; it does not independently	HSC §121690(f); 17 CCR §2606.4(a)

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
			through the local health officer within the delegated scope. The regulation specifies quarterly reporting by 30 days after quarter end.	assign every task to San Diego Humane Society. Reconcile regulatory reporting with CDPH's current collection process and the City's contract allocation.	
A01	Sterilization before adoption	State	Spay/neuter dogs and cats before sale or adoption to a new owner by a covered public shelter, humane society, SPCA or rescue in San Diego County.	The large-county provisions apply here. A veterinarian-certified illness, injury or other health detriment allows the statutory exception. Return to the existing owner is not automatically an adoption subject to the same rule.	FAC §§30503, 31751.3
A02	Medical sterilization exception	State	For a qualifying medically deferred adoption, collect the statutory $40–$75 deposit unless an authorized cooperative agreement is used. Require sterilization within 14 business days after the veterinarian certifies the animal healthy enough.	Refund on proof presented within the statutory period, including the 30-business-day proof-submission rule. Track unclaimed deposits and use them only for the statutory sterilization purposes. Keep the dog and cat provisions with the forms.	FAC §§30503(b)–(c), 31751.3(b)–(c)

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
A03	Local adoption condition	County via City • confirm edition	Apply the County adoption requirement for altering an animal within 30 days, with its veterinarian-supported extension provisions, only in a way consistent with state pre-release sterilization law.	The local post-adoption language is not permission to routinely release an intact animal when state law requires surgery before adoption. Resolve overlapping medical-exception deadlines in the release procedure.	County §62.680(c); FAC §§30503, 31751.3
A04	Intact animal impound charges	State	Apply the additional statutory intact dog/cat impound fines: $35 first occurrence, $50 second, $100 third and subsequent; account for receipts for the uses specified by law.	These fines are separate from lawful local impound fees and any local sterilization deposit. Verify the covered owner/animal event and applicable statutory qualifications.	FAC §§30804.7, 31751.7
A05	Intact reclaim deposit	County via City • confirm edition	For a covered intact dog/cat impounded at large, apply the local altering-deposit requirement and refund rules. Proof is generally due within 30 days, or by age 5 months if the animal was under 4 months.	The code recognizes veterinarian-certified illness or previous sterilization under its conditions. Use the adopted fee schedule for the amount; no amount is assumed here. Returning an animal intact is not the same as an intact adoption.	County §62.679
A06	Microchip before release	State	Microchip covered dogs/cats before return to owner or release to a new	Do not register the shelter as primary in place of the	FAC §§31108.3, 31752.1

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
			owner. Register the current owner's information as the primary contact and give the owner the chip number and registry/contact information.	current owner. Check for an existing chip and resolve ownership; the medical, financial-hardship and emergency exclusions are specific.	
A07	Microchip exceptions / follow-up	State	Where a shelter lacks onsite capability, obtain the statutory agreement for owner proof of microchipping within 30 days and make good-faith efforts to provide free/discount options. Document any other statutory exemption.	Separate exemptions include veterinarian-certified physical harm, the owner's signed financial-hardship certification, and temporary emergency-evacuation sheltering. Lack of onsite capability is not a blanket waiver for a capable facility.	FAC §§31108.3, 31752.1
A08	Microchip ownership records	State	Retain the required records of ownership verification and contact efforts concerning an existing chip for at least 2 years.	Longer animal-record, medical-record, contract or litigation retention rules may govern the same file. Do not delete a complete animal file at the two-year minimum.	FAC §§31108.3, 31752.1; FAC §32003
A09	Adoptable / treatable policy	State policy	Recognize California's policy favoring adoption of adoptable animals and care of treatable animals; comply separately with enforceable holding, care, rescue and lawful-disposition requirements.	PC §599d and FAC §17005 are policy provisions. They should not be restated as an unconditional legal guarantee that every	PC §599d; FAC §17005

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
				animal must be maintained indefinitely.	
A10	Known bite-history disclosure	State	Before selling, giving away or otherwise releasing a dog with a known qualifying bite history, disclose the history and circumstances in writing, obtain the recipient's signed acknowledgment, give the recipient a copy, and retain the original.	The trigger is a known bite at age 4 months or older that broke a person's skin and required state-mandated quarantine. Disclosure does not clear an outstanding quarantine, dangerous-dog order or other legal hold.	FAC §30526
A11	Research / biological transfers	State	Do not transfer a living shelter animal for research, experimentation or testing, or euthanize an animal for the purpose of providing its carcass to a research facility/dealer.	If dead animals are transferred for research/biological products, comply with the prescribed visible sign, lettering and owner-surrender disclosure. The statute preserves qualifying collaboration to investigate problems and provide services to shelter animals.	CIV §1834.7
L01	Dog licensing	State + County via City	License dogs over 4 months; local rules require licensing by age 5 months or within 30 days after acquiring/bringing in an older dog. Renew before expiration and require the current tag as prescribed.	Vaccination validity limits the license term. Recognize applicable temporary-visitor and other statutory/local exceptions; verify	HSC §121690(a); County §§62.620–62.621

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
				eligibility rather than assuming every arriving animal needs a new license immediately.	
L02	License data changes	County via City •	Apply the local 30-day reporting requirements for address and ownership changes; update the license/tag record and the responsible owner's information.	License validity and transfer treatment depend on the applicable local provisions and proof of current rabies vaccination.	County §§62.621–62.623
L03	License fee differential	State	Set the dog license fee for an altered dog at no more than one-half the fee for an unaltered dog, as required by state law.	Confirm the adopted City fee schedule and applicable statutory exceptions. Pricing in an RFP does not itself authorize resident fees.	FAC §30804.5
L04	Veteran adoption fee	State • public-shelter application	A public shelter must waive the dog or cat adoption fee for a person presenting a current valid driver license/ID marked VETERAN. The statutes permit limits of one dog and one cat per six-month period.	The cited provisions cover public shelters. Confirm application to San Diego Humane Society's municipal-contractor services. They do not create a blanket waiver of all license or other lawful charges.	FAC §§30505, 31751.4 (see also §31764.5)
K01	Kennel classification / license	County via City • kennel classification	Determine whether each facility is a "kennel" and obtain/renew the required license and land-use approvals; allow lawful inspections. The definition generally reaches premises with 7 or	The definition excludes certain Department-established/operated shelters and veterinary hospitals. A nonprofit or	County §§62.602, 62.641–62.642, 62.650–62.651; EMC §§4-4–4-5

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
			more dogs at least 4 months old, including animal-welfare facilities.	City contractor should not assume that it shares a County Department exemption.	
K02	Kennel structure / utilities	County via City • kennel classification	Maintain sound escape-resistant facilities, protection against injury/intrusion, adequate power and potable water, suitable food storage/refrigeration, drainage, lighting, ventilation and weather protection.	The local kennel provisions are additional to statewide cruelty and veterinary-premises rules. The specified 7 a.m.–10 p.m. lighting provision is not a public opening-hours mandate.	County §62.643
K03	Kennel sanitation / pests	County via City • kennel classification	Remove excrement at least daily and as often as needed; keep enclosures, food/water receptacles and premises sanitary. Maintain a written maintenance/sanitation and pest-control program and appropriate staff hygiene facilities.	Frequency must increase when needed to protect animal health. A once-daily schedule does not excuse unsanitary conditions between cleanings.	County §62.643
K04	Kennel food / water	County via City • kennel classification	Provide adequate wholesome, palatable food in clean receptacles and potable water at all times, with containers secured against tipping as required.	Veterinarian-directed water restrictions must be documented. Individual nutritional needs, disease and neonatal feeding may require more frequent care.	County §62.643; CIV §1834
K05	Primary enclosure / cats	County via City • kennel classification	Provide secure, clean, dry enclosures allowing normal movement and access to food/water. Cats need sufficient litter access and simultaneous resting space;	No more than 12 adult cats may occupy an enclosure under §62.645. This maximum is not a	County §§62.644–62.645

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
			group housing requires the additional resting provisions.	recommended target and does not override compatibility, isolation, capacity or care requirements.	
K06	Dog space / group limits	County via City • kennel classification	Apply the weight-based primary-enclosure and kennel-house dimensions where covered; see Housing Reference. Do not exceed 12 unattended dogs in an enclosure; attended group housing is limited to 12 dogs per attendant within the enclosure.	The attended ratio is not an organization-wide staffing ratio. Multi-dog minimum areas are additive. Reduced-size kennel-house confinement is limited to 12 hours in 24; installation/licensing-date rules affect the numeric table.	County §62.646
K07	Adequate care staffing	County via City • kennel classification	Provide sufficient caretakers to maintain the required standards. Insufficient staffing is not a defense to failing required care.	No general statute in this review establishes a single shelter-wide animal-to-employee ratio for all species and activities. Contracted coverage and actual care needs can require more staff.	County §62.647; CIV §1834; PC §597.1
K08	Housing compatibility / isolation	County via City • kennel classification	Group only compatible animals; apply separation requirements for animals in heat, vicious animals, young animals, species differences, disease, quarantine and severe injury.	Owner-request exceptions specified for certain age/species groupings do not eliminate safety, disease or quarantine duties. Medical decisions	County §62.648

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
				should determine appropriate isolation and cohorting.	
K09	Kennel animal register	County via City • kennel classification	Maintain animal/owner identification, description, age, breed, sex, color and vaccination information; ensure an attendant can identify each housed animal as required.	The code specifies treatment of litters under 4 months. Individual impoundment/medical records are still governed by their separate state requirements.	County §62.649
K10	Residential pet limits / fosters	City • property-specific	Check the parcel's zone, lot size and permits before approving a home's animal numbers. Dogs/cats over 4 months have City-specific limits; birds and small mammals have their own limits.	Examples: R-A/R-E generally 4 dogs and 4 cats; R-1 under 10,000 sq. ft. generally 2 each; R-T/R-2/R-3/R-4 generally 1 each. Conditional permits may increase limits. ADUs do not create a separate pet allowance. See the complete schedule for other lot sizes.	EMC §33-1116; animal-overlay provisions
K11	Shelter land use / permits	City • site-specific	Maintain lawful land use and all approvals/conditions governing the actual shelter, veterinary, boarding, wildlife and related uses. Confirm permits before changing capacity, buildings or service uses.	Residential pet limits and County kennel definitions do not replace site zoning, conditional-use, building, fire, occupancy or environmental requirements. These cannot be fully resolved	EMC Chapter 33, including §33-1100(c); applicable CUP/permit conditions

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
				without the property's permit file.	
E01	Humane officer appointment	State	Maintain lawful society/organization and officer appointments: board resolution, court confirmation and required filings; verify eligibility, background investigation and DOJ fingerprint/subsequent-arrest notice requirements.	A humane officer under Corporations Code §14502 is not a peace officer. Document whether each appointment is Level 1 or Level 2 and the duties it authorizes.	Corporations Code §14502; PC §830.9
E02	Humane officer initial training	State	Complete the required training before appointment/assignment, including 20 hours of animal care and 40 hours of humane-law instruction and the applicable arrest/search and Level 1/Level 2 qualifications.	Level 1 officers have additional POST reserve/basic and firearms requirements. Review statutory exemptions/recognized prior qualifications individually; do not treat job title or tenure as proof.	Corporations Code §14502; PC §§830.9, 832
E03	Humane officer continuing education	State	Complete 40 hours of qualifying continuing education every 3 years. File required certification with DOJ and copies with the appointing court and agencies within 21 days of the period's end.	Level 1 firearms qualification/training has a separate six-month cycle. Failure to satisfy the statutory requirements can require immediate appointment revocation. Confirm the statute's exact filing recipients.	Corporations Code §14502

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
E04	Society insurance / custody	State	Maintain the statutory liability insurance of at least $1 million and an appropriate compliant shelter or written custody arrangement for seized animals. Preserve necessary evidentiary custody and humane care.	Contract insurance limits/endorsements may be higher or broader. A shelter agreement does not permit destruction of evidence or disregard of a judicial hold.	Corporations Code §14502
E05	Enforcement powers / weapons	State + City delegation	Limit arrests, warrants, citations and enforcement to the officer's lawful appointment, completed PC §832 training, delegated duties and applicable law. Follow constitutional entry/search requirements.	PC §830.9 includes special treatment of firearms and capture devices. Qualification does not override an agency or City contract weapon prohibition; County entry language is not a substitute for a warrant, valid consent or an exception.	PC §§830.9, 832; County §§62.661–62.665; EMC §4-3
E06	Injured unowned dog/cat	State	An officer finding an injured dog/cat without an owner in a public place must take it directly to a veterinarian for the statutory immediate-euthanasia assessment or proper hospitalization/care and emergency treatment.	Field euthanasia is limited to the statutory severe-injury/unavailable-veterinarian circumstances and requires approval of the officer's immediate superior. Document condition, transport decision and consultation.	PC §597.1(c), (e)
E07	Emergency seizure notice	State	For an immediate seizure under PC §597.1, give required notice within 48	Hold the requested hearing within 48 hours	PC §597.1(f)

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
			hours excluding weekends/holidays if the owner is known or ascertainable. The owner has 10 days, including weekends/holidays, to request the hearing.	excluding weekends/holidays. The hearing officer must meet statutory impartiality/rank requirements. Include grounds, costs and hearing rights in the notice.	
E08	Non-emergency seizure process	State	When immediate seizure is not required, provide the statutory pre-seizure notice and hearing opportunity. The owner's written request period is 2 days excluding weekends/holidays; hold the hearing within 48 hours excluding weekends/holidays of receipt.	Follow the findings, notice and recovery-of-cost requirements applicable to this pathway. Immediate danger is a distinct statutory basis, not an administrative shortcut.	PC §597.1(g)
E09	Seized-animal release / abandonment	State • case-specific	Resolve lawful care charges, required assurances of future care, notice, hearings, and any criminal/court hold before release or disposition. Apply the specific 14-day abandonment triggers only when their statutory conditions are met.	There is no universal "14-day cruelty hold" that automatically clears all seized animals for adoption. Prosecutor/court orders, evidence needs, appeals and ownership forfeiture can require longer custody.	PC §597.1(h)–(i) and applicable court orders
E10	2027 seized-animal change	Future state law • Jan. 1, 2027	Update seizure-cost, notice and abandonment procedures for AB 2344's amendments to PC §597.1 before its Jan. 1, 2027 effective date.	The chaptered 2026 bill expands specified provisions to animals seized under other	AB 2344, Stats. 2026, ch. 599; amended PC §597.1

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
				California laws. Do not apply the future rule to a 2026 case without counsel's effective-date analysis.	
E11	Dangerous-dog notice	County via City • confirm edition	Use the adopted dangerous-dog process: written grounds/notice and opportunity to request a hearing within 10 days. Give required reasons and notice for emergency impoundment.	Local and state dangerous-dog procedures are distinct. Choose the legally applicable pathway with counsel rather than combining their definitions, burdens and deadlines.	County §§62.674–62.675, 62.684; EMC §4-4
E12	Dangerous-dog controls	County via City • confirm edition	Impose and enforce the conditions lawfully ordered for an individual dangerous dog, including secure enclosure, restraint/muzzle, identification, sterilization, registration, inspection and insurance when ordered.	County provisions authorize, among other conditions, at least $100,000 liability insurance when imposed. Transfer generally requires 15-day advance notice and acceptance of conditions; death notice is due within 24 hours; escape notice is immediate and recapture notice within 24 hours.	County §62.675
E13	Local hearings / disposition stays	County via City •	Under Chapter 6, an uninvolved hearing officer generally hears a timely requested case within 30 days and issues written	Destruction decisions are stayed for the specified review/court periods and	County §62.684; EMC §4-4

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
			findings. Provide applicable 10-day administrative review and superior-court challenge notices.	while a timely court action is pending. Different deadlines apply to PC §597.1 seizures. Track each hold independently.	
E14	At large / leashes / sanitation	County via City •	Enforce the local restraint and sanitation rules, including generally a leash no longer than 6 feet under a capable person's control in covered public areas, no unlawful roaming/endangerment, and removal of dog feces.	Apply designated-area and other express exceptions. Confine females in heat and apply the code's guard-dog/public-exposure restrictions where relevant. Owners also must maintain sanitary animal premises.	County §§62.668–62.671; EMC §4-4
E15	Animal noise complaints	City	Apply the City's unreasonable animal-noise provision and its complaint requirement: generally written complaints from two separate households, with a single-household exception for good cause.	Reasonable noise from specified lawful shelter, veterinary, agricultural or other exempt operations is treated separately. Document the facts and exemption analysis instead of promising automatic enforcement on every complaint.	EMC §4-6
E16	Hot-vehicle rescue	State	When statutory conditions support rescue from a vehicle, make reasonable efforts to locate the owner, use necessary lawful entry, obtain shelter/veterinary care, and leave the	PC §597.7 distinguishes authorized officers from private rescuers. Record the actual danger and need for entry; preserve	PC §597.7

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
			required secured notice with officer/agency and reclaim information.	evidence and provide continuing medical care.	
E17	Dog tethering	State	Enforce the prohibition on tethering a dog to a stationary object except under a statutory exception; ensure permitted restraint does not violate care or safety requirements.	Specified temporary-task restraint is limited to 3 hours in 24, unless otherwise authorized as provided. Running-line, camping, agricultural and other exceptions have conditions; prohibited collar/unsafe-restraint rules still apply.	HSC §122335; PC §597t
E18	Officer identification / jurisdiction	State	Display the prescribed society badge when making an arrest and use uniforms bearing the appointing society's name. Provide prior notice to local law enforcement before serving a search warrant. Obtain required sheriff consent before serving outside the appointing court's county.	Uniforms may not use "state" or "California" except as allowed for the society's incorporated name. Appointment/qualification must remain valid; no person may act as an officer after expiration or revocation.	Corporations Code §14502(i), (k), (m)
X01	Lawful euthanasia methods	State	Use a lawful euthanasia method administered by authorized personnel. Carbon monoxide is prohibited; dogs/cats may not be killed by decompression, nitrogen or carbon dioxide.	Intracardiac injection is restricted by consciousness/clinical conditions in PC §597u. Newborn dogs/cats whose eyes have not opened have the additional method rule in §597v.	PC §§597u–597v; BPC §4827(d)

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
				Clinical technique must meet veterinary requirements.	
X02	Euthanasia staff training	State	A qualifying shelter employee who is neither a veterinarian nor RVT must complete the required sodium-pentobarbital euthanasia training before using the statutory exemption from veterinary-presence requirements.	The course is at least 8 hours, including at least 5 hours hands-on instruction, with authorized instruction and competency evaluation. Drug acquisition, security, administration and record rules remain applicable.	BPC §4827(d); 16 CCR §2039
X03	Chemical capture	State • if used	Use chemical capture only through trained/authorized officers, veterinarian supervision, approved agency policy and the required firearms/capture-device qualifications.	16 CCR §2039.5 requires at least 4 hours of veterinarian-led didactic/practical training and assessment; certification lasts 4 years. Retain training documentation 6 years and train before using additional drugs. Verify fingerprint/criminal-history and euthanasia-training prerequisites.	PC §597.1(a); PC §§830.9, 832; 16 CCR §2039.5
X04	Owner-requested euthanasia	County via City •	Verify the requester's ownership/right to request euthanasia and obtain the required written declaration, including recent bite/rabies information.	Owner request does not bypass quarantine/testing, evidence or judicial restrictions. Follow local-	County §62.631; 17 CCR §2606

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
				health-officer requirements for destruction/testing of suspect animals.	
X05	Remains / disposal	State • veterinary premises	Maintain sanitary disposal of deceased animals and comply with waste rules. For veterinary patients, if client disposal consent is absent, preserve the body in a freezer for at least 14 days under the small-animal premises rule.	This is a conditional veterinary-client rule, not a universal 14-day hold for every road-collected carcass. Rabies testing, evidence preservation, owner notice and health orders may control particular remains.	16 CCR §§2030(a)(10), 2030.1; 17 CCR §2606
R01	Animal record minimum	State	Keep required impoundment records for at least 3 years after the impoundment ends: intake/disposition dates and circumstances, relevant staff, care/veterinary treatment, and final outcome including required adopter or euthanasia-performer details.	Public and private shelters are covered. A longer contract, retention schedule, court order or litigation hold may extend the period. The clock is not simply 3 years from intake.	FAC §32003
R02	Injured-animal public record	State	Keep records of the whereabouts of injured dogs/cats taken into custody under PC §597.1(c), make them available for public inspection, and retain them for 3 years after impoundment ends.	This specific statutory access duty should be reviewed separately from general CPRA applicability to a private contractor. Protect other restricted information using the applicable legal basis.	PC §597.1(d)

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
R03	Veterinary medical records	State	Create the required complete patient record, including identification, history/examination, assessment, diagnostics, treatment, drugs/doses/routes, surgery/anesthesia, progress and disposition; retain it at least 3 years after the last visit.	Provide the requested client summary generally within 5 days and sooner when critical; comply with emergency discharge and authorized record/imaging transfer rules. Patient medical retention and impound retention use different starting dates.	16 CCR §2032.3; BPC §4857
R04	CPRA coordination / response	State • City records / contract	Log and route requests promptly; assist the City in locating and providing responsive public records. CPRA generally requires a disclosure determination within 10 days, with a written extension up to 14 additional days for specified unusual circumstances.	The 10-day deadline is a determination deadline, not a universal production deadline; production must be prompt. A private contractor is not automatically a public agency for every record. Confirm San Diego Humane Society's direct and contractual obligations.	GOV §§7922.525, 7922.530, 7922.535; applicable agreement
R05	Privacy / redaction / preservation	State + contract	Produce reasonably segregable nonexempt portions of public records and identify the legal basis for withholding. Preserve responsive records and retain originals; coordinate veterinary, personnel, licensing and investigative privacy analysis.	An investigative, veterinary or personnel label is not by itself a blanket exemption. HSC §121690 protects specified dog-license personal data; BPC §4857	GOV §7922.525; HSC §121690(h); BPC §4857; court/retention obligations

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
				governs veterinary-client disclosures and exceptions.	
T01	Animal transport	State	Transport covered animals in conditions that do not endanger health or well-being through excessive heat/cold, inadequate ventilation, food/water deprivation or other causes. Use safe, secure enclosures and handling.	The statutory transport chapter covers specified shelter/rescue/other entities and transportation for covered transactions. General cruelty and vehicle-restraint duties apply independently; clinical needs may require more protective transport.	HSC §§122390.1–122390.3; PC §597
T02	Interstate / international intake	State • if importing	For dogs entering California for adoption/change of ownership, comply with CDFA certificate-of-veterinary-inspection submission and entry requirements, including the specified 10-day pre-entry window and applicable rabies requirements.	Entry rules are distinct from resident vaccination-age rules. Disease orders can add requirements; CDFA's 2026 New World screwworm order affects specified warm-blooded companion-animal imports. Check the actual origin/date/species before every transfer.	FAC/CDFA entry requirements and current animal-health orders
T03	Livestock estrays	State • if received	Immediately notify the CDFA Secretary when covered stray livestock are impounded; apply the special CDFA custody/estray process for bovines and	FAC §17003 lists bovines, horses, mules, sheep, swine, burros, alpacas, llamas and goats. Do not apply the dog/cat stray-	FAC §17003 and applicable estray provisions

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
			the applicable process for other livestock.	adoption clock to livestock ownership or auction disposition.	
T04	Wildlife rehabilitation	State •	Obtain and comply with CDFW rehabilitation permits, authorizations, records, facility conditions and disposition rules for protected wildlife. Contact CDFW within the permitted temporary-possession window where that exception applies.	The general injured/orphaned wildlife exception allows only limited temporary custody, generally up to 48 hours before notification; species such as big game have different restrictions. Federal migratory-bird or other federal permits may also be necessary.	14 CCR §679; applicable Fish & Game Code and permit/MOU
T05	Wild / restricted / guard animals	County via City •	Apply local wild-animal permits, confinement, care, escape/health reporting and inspections where covered; apply special guard-dog requirements to regulated operations.	County permission does not override a state species prohibition or CDFW/federal permit condition. Refer species/land-use questions to the appropriate permitting authority.	County §§62.681, 62.687; applicable state wildlife law
T06	Medical waste	State + local enforcement	Classify veterinary waste correctly; segregate, contain, label, store, transport and treat regulated medical waste through authorized processes. Obtain generator registrations/permits and	Requirements vary with waste type, generator size, onsite treatment and local enforcement jurisdiction. Sharps, infectious material,	HSC §117600 et seq., Medical Waste Management Act; 16 CCR §2030(a)(6)

ID	Service area	Layer / applicability	Requirements and timing	Exceptions / application limits	Legal authority
			prepare required plans and tracking records for the operation.	pharmaceuticals and ordinary refuse require different handling; do not treat every carcass identically.	
T07	Zoonotic worker protection	State • occupational exposure	Assess occupational exposure to aerosol-transmissible zoonotic disease and implement the required controls, restricted areas, protective equipment, respiratory protection, training and medical response for covered work.	8 CCR §5199.1 applies to covered animal/animal-waste activities and exposures. General injury-prevention, hazard communication and other Cal/OSHA duties remain; this matrix is not a complete employment-safety audit.	8 CCR §5199.1 and related Cal/OSHA standards

STAFF REPORT

December 2, 2026
File Number 0680-70

SUBJECT

SENATE BILL NO. 580 (2025-2026) AND POLICIES RELATED TO ACCESS TO FACILITIES AND INFORMATION BY IMMIGRATION ENFORCEMENT

DEPARTMENT

The Offices of the City Attorney and City Clerk

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-201 approving the City's Policy Regarding Access to Facilities and Information by Immigration Enforcement.

Staff Recommendation: Approval and File (City Attorney's Office: Dare Delano, City Attorney and City Clerk's Office: Zack Beck, City Clerk)

Presenter: Zack Beck, City Clerk; Conner Doyle, Deputy City Attorney

ESSENTIAL SERVICE – Yes, internal requirement in support of police services; required by state law.

COUNCIL PRIORITY – N/A

FISCAL ANALYSIS

Adoption of these policies is expected to have little or no fiscal impact. Staff time will be required to develop internal procedures, complete training, and maintain required records. These activities are expected to be completed within existing budgeted resources.

PREVIOUS ACTION

Over time, California has passed several laws related to interactions between local agencies and immigration authorities. For example, specific bills (including the TRUST Act (2013), TRUTH Act (2016), and California Values Act (2017)) required the creation of policies related to peace officers and interactions with immigration authorities. The City has complied with each of these requirements as they have been enacted, and the policies are available in the Escondido Police Department Instructions.

The City has not previously created policies addressing immigration authorities' access to City facilities or information that apply to all staff.

CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

California law governing interactions with immigration authorities has evolved over time. In 2013, California enacted Assembly Bill No. 4 ("the TRUST Act") limiting immigration holds. In 2016, California enacted Assembly Bill No. 2792 ("the TRUTH Act"), creating procedural protections for those in local agency custody. In 2017, the Legislature passed Senate Bill No. 54 ("the California Values Act"), which prohibited local agencies from using department resources to assist with immigration enforcement. It also required the Attorney General to publish guidance for libraries.

In October 2025, the Legislature passed SB 580 and made findings related to the impacts of immigration enforcement in California: "immigrants are valuable and essential members of the California community and indiscriminate immigration enforcement against persons who do not pose a public safety risk to Californians has a significant negative impact on state and local functions. Increased immigration enforcement activity in California, including in the workplace and schools, has been detrimental to the health and welfare of California's residents."

SB 580 also directed the California Attorney General to publish model policies relating to interactions with immigration enforcement and availability of information in local agency databases. In July 2026, the Attorney General published the guidance and model policies titled: Promoting Safe and Secure Government Access for All: Guidance and Model Policies to Assist State and Local Agencies in Responding to Immigration Issues Pursuant to Senate Bill 580 (2025)("Model Policies"). The Model Policies cover relevant laws and the legal framework, and guide interactions in facilities and requests for information from immigration authorities.

SB 580 requires all state and local government agencies to adopt the model policies or an equivalent policy by January 1, 2027.

Policy Summary

Staff reviewed the Attorney General's model policies and prepared a City-specific policy (i.e., an equivalent policy). The proposed SB 580 Policy ("the Policy") incorporates the City's existing procedures and the substantive requirements from the Attorney General's policy. The Policy addresses two types of interactions with immigration authorities: (1) access to facilities and (2) access to information. City staff must contact the City Clerk's Office whenever immigration authorities request access to either facilities or information. The City Clerk's Office, in coordination with the City Attorney's Office, will determine if the City is legally required to comply, the extent of that compliance, and will document the interaction.

The policy does not prevent the City from complying with valid court orders, judicial warrants, or other legal obligations. Instead, it establishes a process for evaluating and responding to requests from immigration authorities in accordance with state and federal law.

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CONCLUSION

The proposed Policy satisfies SB 580's requirement that local agencies implement either the Attorney General's model policy or an equivalent policy. The City will be in compliance with state law by adopting and implementing the Policy before the January 1, 2027 deadline. For these reasons, staff recommends that the City Council adopt Resolution No. 2026-201.

RESOLUTIONS

a. Resolution No. 2026-201
b. Resolution No. 2026-201— Exhibit "A" (SB 580 Policy: Access to Facilities and Information by Immigration Enforcement)

RESOLUTION NO. 2026-201

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING AND IMPLEMENTING SB 580 POLICY: ACCESS TO FACILITIES AND INFORMATION BY IMMIGRATION ENFORCEMENT

WHEREAS, California's approach to local agency interactions with immigration enforcement has evolved over time, including the passage of the TRUTH Act, the TRUST Act, and the California Values Act; and

WHEREAS, in October 2025, the California Legislature enacted Senate Bill 580 ("SB 580"), which required the California Attorney General to publish guidance and model policies regarding requests by immigration authorities to access local agency facilities or information; and

WHEREAS, in July 2026, the California Attorney General published the guidance and model policies, which outlined the legal framework, documentation practices, and procedures for responding to requests by immigration authorities; and

WHEREAS, SB 580 requires the City of Escondido to adopt the model policies or an equivalent policy by January 1, 2027; and

WHEREAS, consistent with state law and guidance, a City policy has been prepared titled "SB 580 Policy: Access to Facilities and Information by Immigration Enforcement" ("the Policy"); and

WHEREAS, the Policy follows the substantive framework provided by the Attorney General's Office, including documentation procedures, designation of responsible City personnel, consultation with legal counsel, and recordkeeping requirements; and

WHEREAS, the City Council finds that the Policy is consistent with the model policies published by the California Attorney General; and

WHEREAS, the City Council now seeks to approve and implement the Policy.

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

1. That the above recitations are true.

2. That the City Council adopts the Policy titled "SB 580 Policy: Access to Facilities and Information by Immigration Enforcement." A copy of the Policy is attached as Exhibit "A" to this Resolution and is incorporated by this reference.

3. The City Manager, or designee, is authorized to implement the Policy and take all actions reasonably necessary to carry out its requirements, including staff training and the creation of standard operating procedures.

CITY OF ESCONDIDO

SB 580 POLICY: ACCESS TO FACILITIES AND INFORMATION BY IMMIGRATION ENFORCEMENT

Date: December 2026
Originating Dept.: The Offices of the City Clerk and City Attorney

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PURPOSE AND POLICY:

Pursuant to Senate Bill 580 (2025), the City of Escondido adopts this policy ("Policy") relating to interactions with immigration authorities consistent with federal and state law. This Policy outlines the procedures for City staff regarding federal immigration authorities' access to City facilities, records, and information.

This Policy does not guarantee that immigration authority cannot occur at a City facility. It also does not authorize interference with immigration authority or failure to comply with lawful legal process.

SCOPE:

All City employees must follow this Policy. People who work or provide services in City facilities but are not City employees (collectively, "non-City staff") must follow the policies, procedures, and legal requirements of their own employer or organization. In some cases, contracts, grants, permits, or other legal requirements may require non-City staff to comply with this Policy.

This Policy applies to all City facilities unless otherwise stated. This is true whether services are provided by City employees or by non-City staff working in the facility. State or federal law may impose additional or alternative requirements, including for law enforcement personnel under the TRUST Act (2013), the TRUTH Act (2016), and the California Values Act (2017).

CONTENTS:

- Immigration Authorities' Access to City Facilities and Physical Spaces
- Immigration Authorities' Access to Information

I. IMMIGRATION AUTHORITIES' ACCESS TO CITY FACILITIES AND PHYSICAL SPACES

A. DEFINITIONS

1. Public areas

Public areas generally include portions of agency facilities open to the public during normal business, such as public lobbies, reception areas, public counters, or waiting rooms.

2. Nonpublic areas

Nonpublic areas may include areas restricted to employees, operational personnel, contractors, or specifically authorized individuals. Examples of nonpublic areas include:

- staff offices;
- employee-only workspaces;
- records rooms;
- conference rooms;
- information technology facilities;
- employee-only parking areas;
- other internal agency workspaces not open to the public; and
- areas that include signage, badge-access systems, locked doors, visitor procedures, escort requirements, or other operational controls.

3. Judicial Arrest or Search Warrants

A judicial arrest warrant authorizes law enforcement officers to arrest the individual named in the warrant and, depending on its terms, may authorize entry into specified locations. Similarly, a judicial search warrant authorizes law enforcement officers to search a specific location, person, or vehicle for evidence of a crime and to seize designated property. A judicial arrest or search warrant will:

- Bear the signature of a judge or magistrate judge.
- Identify the issuing court.
- Reference a criminal proceeding.
- Specify the individual to be arrested or the place to be searched.
- Often include a case number and court seal.

Administrative arrest warrants and "notices to appear" **do not** constitute the required judicial arrest warrant or search warrant issued by a judge or magistrate.

B. GENERAL PROTOCOLS ON RESPONDING TO IMMIGRATION AUTHORITIES

When immigration authorities seek access to City facilities, individuals, or information, City staff must respond in a manner that is consistent, non-escalatory, and grounded in law. This includes the following requirements for personnel:

- City staff will remain calm and professional, request identification and any documents presented, and immediately notify the City Clerk's Office.
- Personnel must not take any action that would assist or facilitate immigration enforcement, unless required by law. This includes refraining from identifying individuals, confirming whether a person is present, providing language interpretation or translation or logistical support, or otherwise enabling enforcement activity.
- Personnel will not voluntarily consent to entry into nonpublic areas or disclosure of information.
- Personnel will not rely on or interpret documents presented by immigration authorities. All such determinations will be made by the City Clerk's Office and the City Attorney's Office.
- Personnel must not provide false information, destroy records, conceal any individual, harass or interfere with officers, or voluntarily assist officers.

  All interactions with immigration authorities will be documented in accordance with City policy.

C. DESIGNATED PERSONNEL

The City Clerk's Office ("City Clerk") is responsible for evaluating and responding to requests or attempted intrusions by immigration authorities.

- All City staff must immediately notify the City Clerk when immigration authorities request access, present legal documents, or are observed attempting to enter nonpublic areas. This requirement applies even where no formal request is made.
- City staff should route immigration authorities to the City Clerk's Office to ensure all interactions are routed through the City Clerk.

The City Clerk is tasked with the following:

- Coordinate with the City Attorney's Office
- Determine whether compliance is required
- Coordinate the City's response.

D. ACCESS TO PUBLIC AREAS OF A FACILITY AND PERMITTED ACTIVITIES

1. Limits on Access to Immigration Authorities
    - Immigration authorities may enter areas of a City facility that are

open to the general public, including areas where members of the public or employees do not have a reasonable expectation of privacy.

- Immigration authorities may not access nonpublic areas except where required by law, judicial process, or City operational duties.

2. Response by City Staff

If practicable, City staff should do the following:

- Continue to provide services without disruption.
- Limit personally identifiable information, including limiting the visibility of documents, screens, and intake materials, and restricting access to information that is not intended for public disclosure.
- Inform immigration authorities that access to nonpublic areas is not permitted and will require a judicial warrant or court order.
- Notify your supervisor and refer the immigration authority to the City Clerk's counter.

City staff **must not** do any of the following except where required by law, judicial process, or City operational duties:

- Take any action within public areas that facilitates immigration enforcement,
- Identify individuals,
- Confirm the presence or location of any person,
- Provide information, or
- Assist officers in navigating the facility for enforcement purposes.

3. Documentation by City Staff

After immigration authorities leave, staff must document the following:

(1) The date, time, location, and duration of the encounter.

(2) A list or copy of the credentials and contact information of each agent involved, or at least of the federal agent who appeared to be in charge.

(3) The identity of all City staff who communicated with the agent or personnel who witnessed the interaction.

(4) Details of the agent's request, including copies of documents that were obtained.

(5) Copies, photographs, or other recordings of information detailing whether the agent presented any documents along with their request to personnel, e.g., whether the agent presented a warrant or subpoena, what was requested in the warrant or subpoena, and whether the warrant or subpoena was signed by a judge.

(6) Details documenting City staff's response to the agent's request.

(7) Document the presence of immigration authorities, including whether the presence of immigration authorities causes a delay, denial, or a condition on access to services, programs, or benefits.

(8) Any further actions taken by the agent or any observations made.

E. REQUIREMENTS REGARDING NONPUBLIC AREAS

Immigration authorities will not be granted access to nonpublic areas of the City unless access is required pursuant to a valid judicial warrant or other court order. An administrative warrant, Notice to Appear, or other similar documents presented or issued by immigration authorities are insufficient to permit access to nonpublic areas. When immigration authorities present any document for the purpose of gaining access to nonpublic areas, the City Clerk's Office and the City Attorney's Office will decide whether any presented document is a judicial warrant or other judicial process permitting access.

City staff must follow the following procedure:

(1) Immediately notify the City Clerk when a federal immigration agent is on-site.

(2) Do not voluntarily authorize entry into nonpublic areas.

(3) If the immigration agent requests or attempts to enter a nonpublic area, direct the immigration agent to the City Clerk's Counter, but do not allow access to any nonpublic area. Staff should not persist and should not become confrontational when met with refusal or force.

(4) Do not physically interfere with or assist the immigration agent.

(5) The City Clerk will contact the City Attorney's Office to verify that the warrant is issued by a court, bears a judicial signature, and confirm that the location the officers seek to access is a correct match to the location listed in the warrant, and communicate clearly that access is limited to the scope of the warrant.

(6) Direct the immigration officer to wait in a public area while the City Clerk and the City Attorney's Office verify the validity of the warrant. If the agent refuses to wait during these steps, staff will not block or impede entry even if entry has been denied and they have verbally instructed the agent that they are not permitted to enter.

(7) The City Clerk or the City Attorney's Office will make a copy or photograph each page of the judicial warrant or court order.

(8) City staff will not grant access to nonpublic areas until directed to do so by the City Clerk or the City Attorney's Office. When directed to comply with a valid judicial warrant, City staff will grant access to the nonpublic areas only to the extent required by the warrant. Compliance must be strictly limited to the scope of the warrant and directions from the City Clerk or the City Attorney's Office, and personnel will not provide

additional information, access, or assistance beyond what is required.

(9) Where appropriate, City Clerk staff or City attorneys may accompany officers to ensure that the execution of the warrant remains within its authorized scope.

F. DOCUMENTATION ON ACCESS OR ATTEMPTED ACCESS TO NONPUBLIC AREAS

City staff must document all interactions with immigration authorities involving requests or attempts to access City facilities. Documentation will be maintained and controlled by the City Clerk's Office and will include:

(1) The date, time, and location of the interaction.

(2) The identity, contact information, and agency affiliation of immigration officers.

(3) The nature of the request or activity and details of the officer's request, including areas officers sought to access.

(4) Whether the officer presented a warrant, subpoena, or court order to accompany their request, what was requested in the warrant/subpoena/court order, and whether the warrant/subpoena/court order was signed by a judge.

(5) Communications with supervisors, City Clerk staff, and/or the City Attorney's Office.

(6) The City's response to the request, actions taken, and communications between City personnel and immigration authorities.

(7) If the immigration officer accessed nonpublic areas, a detailed description of all nonpublic areas entered or searched (e.g., rooms, cubicles, offices, desks, drawers, closets, lockers, storage areas, vehicles).

(8) Any further action taken by the immigration officer.

(9) Photo or copy of any documents presented by the agent.

II. IMMIGRATION AUTHORITIES' ACCESS TO INFORMATION

A. DEFINITIONS

1. Personally identifiable information

   Personally identifiable information ("PII") is information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. PII includes, but is not limited to, a person's first and last name, Social Security number, driver's license or identification card number, member or bank account numbers, credit or debit card numbers, residential address, personal telephone number, date of birth, or utility customer data.

2. Judicial Subpoena(s)

   Judicial subpoenas are issued under the authority of a court. They may be issued in civil or criminal proceedings and can require the sharing of documents or testimony. They do not authorize or require disclosure of information or documents beyond what is specified in the subpoena. A judicial subpoena will typically include the following:

   - A reference to a court proceeding,
   - The name of the court,
   - The signature of a judge, magistrate judge, or court clerk, and
   - A specific date and place for compliance.

3. Court Order(s)

   Court orders are directives issued by a court that require specific actions. They may include orders to share records, provide testimony, or take other actions. Court orders carry binding legal force and must be complied with unless modified or vacated. A court order authorizes or requires the actions specified but does not require or authorize actions beyond its terms.

   To identify a court order, look for whether it:

   - Is issued by a judge,
   - Clearly directs the recipient to take specific action,
   - May include findings or legal reasoning, and
   - Is associated with a specific case.

4. Public Records Act Request

   Requests for records under the California Public Records Act are governed by Government Code section 7920.000 et seq. The Public Records Act establishes a general rule of disclosure, providing that public records are open to inspection, subject to statutory exemptions and other legal limitations. Under the Public Records Act, a request made by an immigration authority is

evaluated under the same legal framework as a request made by any member of the public. A Public Records Act request typically:

- Seeks identifiable records or categories of records.
- References the Public Records Act or requests records under California law.
- Does not include a judicial or administrative enforcement mechanism within the request itself.

Public Records Act requests will be handled according to Administrative Directive No. 5, Inspection of Public Records, and the City's Records Management Manual.

B. GENERAL RESPONSE PROTOCOLS

1. All City Personnel

When immigration authorities request information or records, City staff will:

- Remain calm and professional, and
- Immediately refer requests to the City Clerk's Office.

City staff are generally not expected to independently determine the legal sufficiency of subpoenas, warrants, or requests for information.

2. City Clerk's Office

Staff in the City Clerk's Office will respond to requests for information as follows:

- Ask for the officer's name, identification number, and agency affiliation.
- Avoid making immediate disclosure decisions without review.
- Require the agent to support their request with documentation. The request and documentation can be submitted through a designated portal, email or mailing address, or other means for service or other request submission.
- Request copies of documents, warrants, subpoenas, or written requests where applicable.
- Inform the officer that the request is with a supervisor or the City Attorney's Office for assistance.
- Document all communications and actions taken, including:
  - (1) The date and time of the request.
  - (2) The identity of the requesting agency or officer.
  - (3) The legal authority asserted.
  - (4) The categories of information sought.
  - (5) The information disclosed, if any.
  - (6) The method of disclosure.

(7) Any limitations and objections asserted as a basis to withhold information.

C. CITY CLERK & CITY ATTORNEY

The City Clerk's Office and City Attorney's Office are responsible for evaluating and responding to requests for information by immigration authorities.

The City Clerk's Office, in consultation with the City Attorney's Office, will evaluate whether any document presented constitutes a legally sufficient process, determine whether compliance is required, and coordinate the agency's response.

D. COLLECTING AND RETAINING SENSITIVE INFORMATION

The City Clerk and City Manager maintain the City's policies and procedures for gathering, handling, and retention of sensitive employee and customer information. Personally identifiable information is subject to certain privacy protections under state or federal law and includes, but is not limited to, personnel files, criminal history, automated license plate reader data, tax information, utility customer data, personal financial information, bank and credit/debit card numbers, certain crime victim information, juvenile and school records, and health information.

1. Employees must:

(a) Collect, access, use, disclose, and retain personally identifiable information only as necessary for an authorized City program, service, function, business, or as required by law.

(b) Limit collection and retention to the minimum information necessary for the applicable purpose.

(c) Not inquire about, or collect information on, a person's citizenship or immigration status unless, and only to the extent, required by a state or federal law unrelated to immigration enforcement.

(d) Protect sensitive information from unauthorized access, use, or disclosure.

(e) Consult a supervisor, the City Clerk's Office, or the City Attorney's Office when uncertain whether information may be disclosed.

2. Data and Record Retention.

The City has adopted data and record retention schedules based on legal requirements and privacy best practices. The default period for retention is two (2) years. Sensitive information and personally identifiable information must be deleted after two years, unless needed to continue providing a City program, service, or function. The retention schedules may be found on the City's intranet website.

E. RESPONDING TO INFORMATION REQUESTS FROM IMMIGRATION AUTHORITIES

1. When a judicial subpoena or court order does not accompany a request:

- City staff will inform the requesting party that agency policy requires review by the City Clerk's Office.
- City staff will refer the request to the City Clerk's Office and document the interaction.

2. When a request is accompanied by a judicial subpoena or court order:
   - City staff will inform the requesting party that City policy requires review of the request by the City Clerk's Office.
   - City staff will refer the request to the City Clerk's Office and document the interaction.
   - The City Clerk's Office and the City Attorney's Office will verify that the document is valid and properly issued, determine the scope of required disclosure, and, in cases involving judicial subpoenas, determine whether there is a basis to move to quash or challenge the subpoena. Only the information specifically required will be disclosed.
3. When a request is made under the Public Records Act:
   - City staff will refer the request to the City Clerk's Office to evaluate whether requested records are subject to disclosure, apply all applicable exemptions, including those protecting personal privacy and confidential information, and not disclose information beyond what is required by law.
   - The City Clerks' Office will process the request according to the City's standard public records inspection policy.
4. When a request is made as part of a federal program:
   - City staff will refer the request to the City Clerk's Office and the City Attorney's Office to evaluate the request based on the governing statutory and regulatory framework, and whether disclosure is required by law or as a lawful condition of program participation. The City will limit disclosure to the minimum information required and ensure compliance with applicable privacy laws and data security protocols.

F. DOCUMENTATION REQUIREMENTS

City Clerk's Office will document all requests for information from immigration authorities. Documentation will be maintained by the City Clerk's Office.

Documentation will include:

- The date, time, and type of information requested.
- The identity, contact information, and agency affiliation of officers.
- The nature or detail of the officer's request.
- Whether the officer presented a warrant, subpoena, or court order to accompany their request, what was requested in the warrant/subpoena/court order, and whether the warrant/subpoena/court order was signed by a judge.

- The agency's response to the request.
- Any further action taken by the immigration officer.
- Photo or copy of any documents presented by the agent.

G. DISSEMINATION OF INFORMATION TO CONTRACTORS

- This policy will be incorporated into applicable contracts, MOUs, and agreements with City contractors, vendors, and business partners.
- Vendors and contractors must comply with the same information-access restrictions and limitations as City staff.

H. DATA USE AGREEMENTS

City staff will use a written Data Use Agreement when providing personally identifiable information or confidential data to an outside entity. The agreement will include the following:

- Purpose: How and why the data may be used.
- Access and Security: Who may access the data and required security safeguards.
- Prohibitions: Prohibit unauthorized access to or disclosure of data
- Disclosure: Require City consent for disclosure
- Notice: Require prompt notice to the agency if agency data becomes the subject of a subpoena or other legal process or demand
- Retention and Disposal: How data must be returned or destroyed when no longer needed.
- Privacy Breaches: Procedures for responding to and reporting a breach.
- Acknowledgement: Require vendor to acknowledge that the agency is providing access to its confidential or proprietary data for the sole purpose of performing its contractual duties and that redisclosure to any third party, unless expressly required by law, is strictly prohibited without the prior written consent of the agency.

STAFF REPORT

December 2, 2026
File Number 0800-40

SUBJECT

PL24-0067 – CONTINUANCE OF AN APPEAL OF THE PLANNING COMMISSION'S DECISION TO APPROVE A TENTATIVE SUBDIVISION MAP AND ADOPT AN ADDENDUM TO THE ENVIRONMENT DOCUMENT FOR THE SUBDIVISION OF ONE LOT INTO 5 RESIDENTIAL LOTS FOR FUTURE DEVELOPMENT ON HAMILTON LANE AND BERNARDO AVENUE

DEPARTMENT

Planning Services, Development Services

RECOMMENDATION

Request the City Council adopt Resolution No. 2026-90 denying the appeal of the Planning Commission's decision to approve the Tentative Subdivision Map and Addendum for the subdivision of one lot into 5 residential lots for future development on Hamilton Lane and Bernardo Avenue.

Staff Recommendation: Approval (Development Services: Kevin Snyder, AICP, Director of Development Services)

Presenter: Melissa DiMarzo, Assistant Planner II

ESSENTIAL SERVICE – Yes, Land Use/Development

COUNCIL PRIORITY – Drive Community and Land Development

FISCAL ANALYSIS

The Applicant will be responsible for payment of all Development Impact Fees. Additionally, the Applicant will be responsible for a Hamilton Lane Storm Drain Repayment for lots 1 and 2, as detailed in the Engineering Conditions of Approval Item #2 – Repayments and Fees.

PREVIOUS ACTION

On April 28, 2026, the Project was heard by the Planning Commission, who motioned to approve the Project. The motion was approved by a 4-1 vote.

On August 5, 2026, the appeal of the Project approval was heard by the City Council during a duly noticed public hearing. Following presentations by City staff, the applicant, and the appellant, a motion was made, and seconded to continue the item indefinitely. The motion also requested that City staff meet with the

CITY of ESCONDIDO

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applicant and appellant on addressing the outstanding issues brought up during the public hearing, with the understanding that if no agreement could be reached, the item would be decided by City Council at a later date.

BACKGROUND

On March 7, 2024, Robert D'Amaro of Masson & Associates ("Applicant") filed an application to develop a 6.02-acre parcel located at the southeast corner of Hamilton Lane and Bernardo Avenue (APN 238-360-68-00) ("Property"). The Property has a General Plan land use designation of Estate I (E1) and a zoning designation of Residential Estates (RE-40: 40,000 square-foot minimum lot sizes). The Property is surrounded by single-family residential uses to the north, east, south, and west, with the northern, eastern, and southern borders of the property abutting unincorporated San Diego County property.

The proposed development consists of a five (5) Lot Tentative Subdivision for the future development of five (5) single-family homes with the addition of a stormwater basin to address stormwater drainage on-site ("Project"). The request also includes the approval of an addendum to the previously adopted Initial Study/Mitigated Negative Declaration ("IS/MND") for the site to document the minor changes to the Project from the previously Approved Project.

Further analysis of the Project can be found within Attachment "1" – Planning Commission Staff Report with exhibits and attachments, dated April 28, 2026.

PLANNING COMMISSION ACTION

On April 28, 2026, the Planning Commission held a duly noticed public hearing on the Project. A motion to adopt the Resolution approving the Project was passed by a 4 – 1 vote.

APPEAL

On May 7, 2026, Heidi Whitman ("Appellant") filed an appeal of the Planning Commission's decision to approve the Project. On May 11, 2026, the Appellant provided a Supplemental Submission to City Council Appeal, and on May 21, 2026, Appellant provided a Second Supplemental Submission to City Council Appeal. On June 4, 2026, the Appellant provided a Third Supplemental Submission to the City Council Appeal. Additional materials were provided by Appellant on July 29, 2026, July 31, 2026, and August 3, 2026. All appeal documents are attached to the Staff Report as Attachment "2".

The Appeal alleges that the environmental review for the Project is insufficient, and raises concerns related to:

1. Adequacy of the environmental review provided for the Project;
2. Movement of soil from grading activities; and

CITY of ESCONDIDO

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3. Stormwater basin and Stormwater Design.

On August 5, 2026, City staff presented the item to Council, the Applicant spoke in support of the Project's approval and the Appellant provided testimony against Project approval. City Council deliberated on the item, and ultimately directed staff to work with the Appellant and Applicant to mediate the outstanding issues related to the Project, with the understanding that if an agreement could not be reached, the item would be brought back to City Council for final decision.

SUBSEQUENT ACTIONS

On October 1, 2026, City staff met with the Appellant, Applicant, and their technical representatives to discuss the remaining issues related to the proposed Project. Of the issues raised by the Appellant, the most prominent item related to the potential for blasting on-site and the potential failure of the stormwater basin liner. A request to prohibit blasting was made, as well as a request to add a second reinforcing basin liner. Conditions related to these items are shown below and have been included in Exhibit "F" to Resolution No. 2026-90.

"Hydrology/Water Quality…

g. No blasting shall be permitted as a part of this permit approval.

h. The proposed Stormwater basin shall be lined in the manner approved by the City Engineer."

Following this discussion, both the Applicant and the Appellant sent additional materials to City staff, however because City Council clarified at the initial appeal hearing that no additional materials were to be submitted on the appeal, none of those materials were reviewed or considered by staff. No further communications have taken place between the parties, and the Project is pending final decision.

CONCLUSION AND RECOMMENDATION

Staff recommends City Council adopt Resolution No. 2026-90, denying the appeal and upholding the decision of the Planning Commission with the added conditions regarding blasting and stormwater basin liner.

Alternatively, the City Council could grant the appeal and deny the Project approval.

RESOLUTION

a. Resolution No. 2026-90
b. Resolution No. 2026-90 – Exhibit "A" – Legal Description

CITY of ESCONDIDO

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c. Resolution No. 2026-90 – Exhibit "B" – Plan Set
d. Resolution No. 2026-90 – Exhibit "C" – Initial Study/Addendum
e. Resolution No. 2026-90 – Exhibit "D" – Revised Mitigation and Monitoring Reporting Program
f. Resolution No. 2026-90 – Exhibit "E" – Findings of Fact/Factors to be Considered
g. Resolution No. 2026-90 – Exhibit "F" – Revised Conditions of Approval

ATTACHMENTS

a. Attachment "1" – April 28, 2026 Planning Commission Staff Report
b. Attachment "2" – Appeal Documentation
c. Attachment "3" – August 5, 2026 City Council Staff Report

Attachment “1”

Planning Commission Staff Report

Attachment “2”

Appeal and Supplemental Applications

Planning Case No. PL24-0067

Due to the number of pages, Attachment 2, links have been provided for review of the following items:

https://www.escondido.gov/DocumentCenter/View/10232/02_PL24-0067_Attachment-2_Appeal-and-Supplemental-Applications

Attachment “3”

City Council Appeal Staff Report with Attachments

RESOLUTION NO. 2026-90

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, DENYING THE APPEAL OF PLANNING COMMISSION'S DECISION ADOPTING THE ENVIRONMENTAL DOCUMENT AND REVISED MITIGATION MONITORING AND REPORTING PROGRAM PREPARED FOR THE PROJECT, AND APPROVING A FIVE (5) LOT TENTATIVE SUBDIVISION MAP IN THE RESIDENTIAL ESTATE – 40,000 (RE-40) ZONE

WHEREAS, Robert D'Amaro ("Applicant"), filed a land use development application, Planning Case No. PL24-0067 ("Application") constituting a request for a Tentative Subdivision Map for the subdivision of one existing lot into five (5) lots ("Project") on a 6.02 gross acre site located at 0 Hamilton Lane (APN 238-360-68-00), with the Estate (E1) General Plan Land Use Designation, in the Residential Estate – 40,000 (RE-40) Zone; and

WHEREAS, on April 28, 2026, the City of Escondido Planning Commission held a duly noticed public hearing; and

WHEREAS, the Planning Commission passed a motion to approve the Resolution to approve the Project; and

WHEREAS, the Appellant, Heidi Whitman, filed a timely appeal of the Planning Commission's decision in accordance with the Escondido Zoning Code ("Appeal"); and

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

WHEREAS, the Application and Appeal were submitted to, and processed by, Planning Services 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, Tentative Subdivisions are permitted subject to review and approval of a Tentative Subdivision Map, subject to the rules and regulations of the California Subdivision and in accordance with Chapter 32 (Subdivisions) of the Escondido Municipal Code; and

WHEREAS, a Tentative Subdivision Map is required for the subdivision of one existing parcel into five (5) lots within the RE-40 zoning district; 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, on June 6, 2007, the City Council adopted an Initial Study/Mitigated Negative Declaration ("IS/MND") for the originally proposed 5-Lot Subdivision Project on the site (City Log No. ER 2005-33); and

WHEREAS, pursuant to CEQA, when taking subsequent discretionary actions in furtherance of a project for which an MND has been adopted, the lead agency is required to review any changed circumstances to whether any of the circumstances under Public Resources Code section 21166 and CEQA Guidelines Section 15162 require additional environmental review; and

WHEREAS, City staff evaluated the environmental impact of the proposed modification to the Project in light of the standards for subsequent environmental outlined in Public Resources Code Section 2166 and CEQA Guidelines section 15162; and

WHEREAS, based on this evaluation, staff concluded that the MND had fully analyzed and mitigated, in compliance with CEQA, all potentially significant environmental impacts, if any, that would result from the Project modifications, that the impacts to the environment as a result of the modifications are consistent with and would not create substantial new or increased impacts beyond those that were evaluated in the MND, and that, therefore, no subsequent EIR or mitigated negative declaration is now required; and

WHEREAS, as a result of the proposed modifications to the Project, and to document staff's evaluation of the environmental impact of said modifications, Applicant prepared Addendum #1 to the MND pursuant to CEQA Guidelines section 15164; and

WHEREAS, pursuant to CEQA Guidelines Section 15164, an addendum need not be circulated for public review; and

WHEREAS, Planning Services studied the Application and Appeal, performed necessary investigations, prepared a written report, and hereby **recommends denial** of the appeal of the decision of Planning Commission on April 28, 2026 to approve the Project, 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 August 5, 2026, the City Council held a duly noticed public hearing as prescribed by law, at which time the City Council received and considered the reports and recommendation of Planning Services and gave all persons full opportunity to be heard and to present evidence and testimony regarding the Project. Evidence was submitted to and considered by the City Council, including, without limitation:

a. Written information including plans, studies, written and graphical information, and other material, submitted by the Applicant;
b. Oral testimony from City staff, interested parties, and the public;
c. The staff report, dated April 28, 2026, 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 City Council was conducted in all respects as required by the Escondido Municipal Code and the rules of the City Council.

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

1. The above recitations are true and correct.

2. The City Council, in its independent judgement, has determined the Project to have no new significant environmental impacts and no increase in severity of impacts previously identified in the adopted Mitigated Negative Declaration, and therefore an Addendum to the MND is sufficient in accordance with CEQA Guidelines Section 15164, and in accordance generally with the California Environmental Quality Act (Public Resources Code Section 21000 et. seq.). The City Council has reviewed

and considered the adopted MND and First Addendum attached hereto as Exhibit "C", including the revised Mitigation Monitoring and Reporting Program, attached hereto as Exhibit "D", prepared for the Project and finds that those documents taken together contain a complete and accurate reporting of all the environmental impacts associated with the revised Project. The City Council further finds that the Addendum and administrative record have been completed in compliance with CEQA and the State CEQA Guidelines, and that the findings related to the MND and First Addendum, taken together reflect the City Council's independent judgement.

3. Based upon the evidence submitted and as demonstrated by the analysis included in the First Addendum, which is attached hereto as Exhibit "C", none of the conditions described in Section 15162 or 15163 of the CEQA Guidelines calling for the preparation of a subsequent or supplemental EIR or negative declaration have occurred, specifically:

a. There are no substantial changes proposed in the project which would require major revisions of the previous environmental document due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

b. Substantial changes have not occurred with respect to the circumstances under which the project is undertaken which would require major revisions of the previous environmental document due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

c. There is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the

time the previous environmental document was adopted, that shows any of the following:

i. The project would have one or more significant effects not discussed in the previous environmental document;

ii. Significant effects previously examined would be substantially more severe than shown in the previous environmental document;

iii. Mitigation measures previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

iv. Mitigation measures or alternatives which are considerably different from those analyzed in the previous environmental document would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

4. After consideration of all evidence presented, and studies and investigations made by the City Council and on its behalf, the City Council makes the following substantive findings and determinations and **affirms** the decision of the Planning Commission, attached hereto as Exhibit "E," relating to the information that has been considered. In accordance with the Findings of Fact and the foregoing, the City Council reached a recommendation on the matter as hereinafter set forth.

5. The Application to appeal the decision of the Planning Commission to approve the Project, subject to each and all of the conditions hereinafter set forth in Exhibit "F", is hereby **denied** and the

Project remains approved as conditioned. The City Council expressly declares that it would not have approved 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.

6. The development plans for the Project are on file in Planning Services of the Development Services Department and are available for inspection by anyone interested herein, and the development plans are incorporated herein by this reference as if they were fully set forth herein. The Project is conditionally approved as set forth on the Application and Project drawings, all designated as approved by City Council, and which shall not be altered without the express authorization by Planning Services. 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.

BE IT FURTHER RESOLVED that, pursuant to Government Code section 66020(d)(1):

1. NOTICE IS HEREBY GIVEN that the Project is subject to dedications, reservations, and exactions, as specified in the Conditions of Approval. The Project is subject to certain fees described in the City of Escondido's Development Fee Inventory on file in both the Development Services and Public Works Departments. The Applicant shall be required to pay all development fees of the City then in effect at the time and in such amounts as may prevail when building permits are issued. It is the City's intent that the costs representing future development's share of public facilities and capital improvements be imposed to ensure that new development pays the capital costs associated with growth. The Applicant is advised to review the Planned Fee Updates portion of the web page, www.escondido.gov, and regularly

monitor and/or review fee-related information to plan for the costs associated with undertaking the Project.

2. NOTICE IS FURTHER GIVEN that the 90-day period during which to protest the imposition of any fee, dedication, reservation, or other exaction described in this Resolution begins on the effective date of this Resolution, and any such protest must be in a manner that complies with Government Code section 66020.

EXHIBIT "A"

LEGAL DESCRIPTION

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

PARCEL 1 OF PARCEL MAP NO. 13268, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 10, 1984.

APN: 238-360-68-00

Exhibit "B"

TENTATIVE MAP – TRACT PL24-0067
SE CORNER LOT BERNARDO AVE AND HAMILTON LANE
ESCONDIDO, CALIFORNIA, 92029

FIRE NOTES:

1. FIRE SPRINKLER SYSTEM WILL BE DESIGNATED ON THE BUILDINGS TO BE NFPA 13R.
2. STANDPIPE SYSTEMS WILL BE REQUIRED AT THE FOLLOWING LOCATIONS: STAIRWELL LANDINGS (LOCATION TO THE SATISFACTION OF THE FIRE DEPARTMENT)
3. AN APPROVED FIRE ALARM SYSTEM WILL BE REQUIRED.
4. FIRE HYDRANTS CAPABLE OF DELIVERING 1500 GPM WHEN USING FIRE SPRINKLER SYSTEM.
5. EXTINGUISHERS MUST BE PROVIDED AT ALL LOCATIONS INDICATED WITH A MINIMUM RATING OF 2A-10B:C IN A VISIBLE AND ACCESSIBLE LOCATION, AT AN EXIT OR IN THE EXIT PATHWAY. WALKING DISTANCE IS NOT TO EXCEED 75 FEET (MUST COMPLY WITH 2010 CFC SECTION 906). EXTINGUISHERS MUST BE MOUNTED NOT MORE THEN 5 FEET NOR LESS THEN 3 1/2 FEET ABOVE THE FLOOR. EXTINGUISHERS SIGNAGE MAY BE REQUIRED.
6. DRIVEWAYS SERVING THREE OR MORE HOMES ARE CONSIDERED ACCESS ROADS AND MUST BE A MINIMUM OF 24 FEET WIDE WITH NO PARKING AS SHOWN ON PLAN.
7. SPEED HUMPS/BUMPS ARE NOT ALLOWED ON FIRE ACCESS ROADS.
8. ALL-WEATHER, PAVED ACCESS MUST BE ABLE TO SUPPORT THE WEIGHT OF FIRE APPARATUS (75K LBS) AND APPROVED FIRE HYDRANTS MUST BE INSTALLED AND IN SERVICE PRIOR TO PLACING ANY COMBUSTIBLE MATERIALS ON THE JOB SITE.
9. ALL GATED ENTRANCES MUST BE EQUIPPED WITH ELECTRIC SWITCHES ACCESSIBLE FROM BOTH SIDES AND OPERABLE BY DUAL-KEYED SWITCHES FOR BOTH FIRE AND POLICE. THE GATES WILL BE EQUIPPED WITH OPTICOM TRAFFIC CONTROL SYSTEM ONCE ACTIVATED BY THE FIRE VEHICLES KEEPS THE GATES OPEN UNTIL THEY ARE CLOSED BY THE MANAGEMENT OFFICE. ELECTRIC GATES MUST BE OPERABLE BY THE FIRE DEPARTMENT STROBE DETECTORS AND ALLOW FREE EXITING. A FUNDING METHOD TO PROVIDE ONGOING MAINTENANCE OF FIRE LANES, ELECTRIC GATES, AND OTHER FIRE AND LIFE SAFETY REQUIREMENTS MUST BE PROVIDED FOR IN THE CC&Rs, AND/OR THE ASSOCIATION, TO THE SATISFACTION OF THE FIRE DEPARTMENT. A RESPONSIBLE PROPERTY MANAGER MUST BE EASILY ACCESSIBLE TO THE FIRE DEPARTMENT.
10. INSIDE TURNING RADIUS'S ARE SHOWN ON THE PLAN.
11. PERMANENT ROOF ACCESS LADDERS OFF THE STAIRS WITHIN A DESIGNATED CLOSET WILL BE PROVIDED THROUGH A ROOF HATCH IN EACH BUILDING.
12. BARRICADES MUST NOT OBSTRUCT FIRE HYDRANTS OR IMPEDE EMERGENCY VEHICLE ACCESS.
13. 13 FEET 6 INCHES OF VERTICAL CLEARANCES MUST BE PROVIDED IN ALL ACCESS AND DRIVEWAY AREAS. TREES THAT OBSTRUCT THE VERTICAL CLEARANCE OR ACCESS WIDTH MUST BE TRIMMED OR REMOVED AND PROVISIONS TO PROVIDE ONGOING MAINTENANCE MUST BE REFLECTED IN THE CC&Rs. A COPY OF THE CC&Rs LISTING THE REQUIREMENTS MUST BE SUBMITTED.
14. RED CURBS WITH 4 INCH, WHITE LETTERING, "NO PARKING ON FIRE LANE" SIGNS ARE REQUIRED IN 24 FEET WIDE ACCESS AREAS AND PROVISIONS TO PROVIDE ONGOING MAINTENANCE MUST BE REFLECTED IN THE CC&Rs. A COPY OF THE CC&Rs LISTING THIS REQUIREMENT MUST BE SUBMITTED TO THE ESCONDIDO PLANNING DEPARTMENT. "FIRE LANE" SIGNS AND RED CURBS MUST MEET SPECIFICATIONS OF THE ESCONDIDO FIRE DEPARTMENT.

PUBLIC UTILITIES:

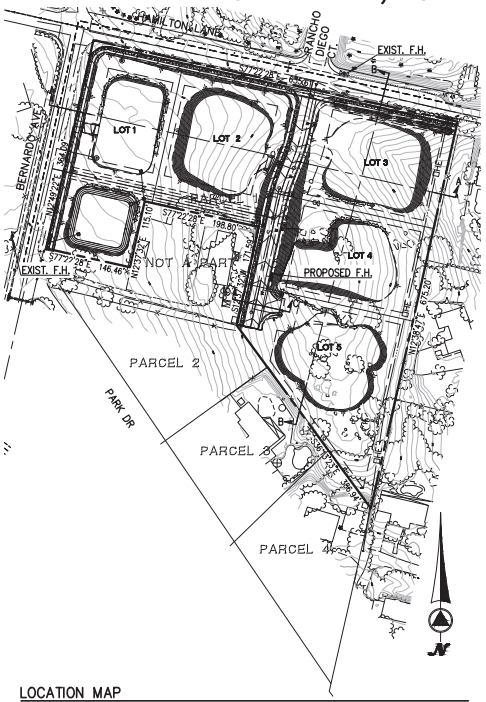
GAS & ELECTRIC	SAN DIEGO GAS AND ELECTRIC
TELEPHONE	PACIFIC BELL TELEPHONE
WATER	RINCON DEL DIABLO MUNICIPAL WATER DISTRICT
SEWER	CITY OF ESCONDIDO
STORM WATER	CITY OF ESCONDIDO
FIRE	CITY OF ESCONDIDO
POLICE	CITY OF ESCONDIDO
SCHOOLS	ESCONDIDO UNION SCHOOL DIST.

PRELIMINARY GRADING NOTE:

THIS PLAN IS PROVIDED TO ALLOW FOR FULL AND ADEQUATE DISCRETIONARY REVIEW OF A PROPOSED DEVELOPMENT PROJECT. THE PROPERTY OWNER ACKNOWLEDGES THAT ACCEPTENCE OR APPROVAL OF THIS PLAN DOES NOT CONSTITUTE AN APPROVAL TO PERFORM ANY GRADING SHOWN HEREON, AND AGREES TO OBTAIN A VALID GRADING PERMIT BEFORE COMMENCING SUCH ACTIVITY.

SOLAR ACCESS STATEMENT:

ALL LOTS WITHIN THIS SUBDIVISION HAVE A MINIMUM OF 100 SQUARE FEET OF SOLAR ACCESS FOR EACH FUTURE DWELLING/COMMERCIAL/INDUSTRIAL UNIT ALLOWED BY THIS SUBDIVISION.



LOCATION MAP
1" = 100'

LEGEND:

PROJECT BOUNDARY
PROPOSED LOT LINE
EXISTING CONTOURS — 605
EXISTING EASEMENT LINE
SETBACK LINES
PROPOSED EASEMENT LINE
PROPOSED LOT NUMBER — LOT 1
PROPOSED PAD ELEVATION — 642.00 PAD
CITY / COUNTY LINE — CITY OF ESCONDIDO / COUNTY OF SAN DIEGO
GRADED SLOPE 2:1 TYPICAL — 2:1
PROPOSED CONTOURS — 605
PERCENT OF GRADE — 1%
FINISH SURFACE ELEVATION — 601.0 FS
FINISH GROUND ELEVATION — 601.0 FG
TOP OF CURB ELEVATION — 601.0 TC
PROPOSED 6" CURB
PROPOSED 6" CURB, GUTTER & SIDEWALK
PROPOSED AC PAVEMENT
PROPOSED RETAINING WALL
PROPOSED BIO-FILTRATION BASIN
PROPOSED PUBLIC SEWER LINE — S
PROPOSED PUBLIC WATER LINE — W
PROPOSED FIRE HYDRANT
PROPOSED WATER SERVICE — W
PROPOSED SEWER LATERAL — S
EXISTING WATER LINE — W
EXISTING SEWER LINE — S
EXISTING OHE LINE — OHE
EXISTING GAS LINE — GAS
CITY/ COUNTY BOUNDARY LINE
D-75 LINED DITCH

OWNER/APPLICANT:

I HEREBY CERTIFY THAT I (WE) AM (ARE) THE RECORD OWNER OF THE PROPERTY SHOWN ON THE TENTATIVE SUBDIVISION MAP, AND THAT SAID MAP SHOWS ALL MY (OUR) CONTIGUOUS OWNERSHIP IN WHICH I (WE) HAS ANY DEED OR TRUST INTEREST. I (WE) UNDERSTAND THAT MY (OUR) PROPERTY IS CONSIDERED CONTIGUOUS EVEN IF IT IS SEPARATED BY ROADS, STREETS AND/OR UTILITY EASEMENTS OR RAILROAD RIGHT-OF-WAY. REQUIRED OWNER SIGNATURE IN ADDITION TO THE APPLICATION FORM.

APPLICANT:
LEE DURAN

OWNERS:
HAMILTON BERNARDO, LLC
P.O. BOX 1795
LA JOLLA, CA 92038
(858) 699-9311
LEE_DURAN@HOTMAIL.COM

BY: LEE DURAN — 11/6/2025 DATE

ENGINEER:

MASSON & ASSOCIATES INC.
1120 SYCAMORE AVE SUITE 2D
VISTA, CA. 92081
(760) 741-3570

ROBERT D'AMARO — 11/6/2025 DATE

REGISTERED PROFESSIONAL ENGINEER ROBERT D'AMARO No. C081699 CIVIL STATE OF CALIFORNIA

GENERAL NOTES:

1. TOTAL PARCEL SIZE: GROSS=6.0253 AC
   NET:5.7020 (EXCLUDES STREET DEDICATIONS TO BERNARDO AVE & HAMILTON LANE)
   STREET DEDICATIONS: 0.3233 AC (INCLUDES BERNARDO AVE & HAMILTON LANE)
2. TOTAL NO. LOTS: 5
3. MINIMUM LOT SIZE: 40,000 SF
4. AVERAGE LOT WIDTH: 150'
5. ASSESSOR'S PARCEL NUMBER: 238-360-68
6. EXISTING /PROPOSED GENERAL PLAN: E1 (ESTATE 1)
7. EXISTING ZONING: RE-40
8. DENSITY: ALLOWABLE & PROPOSED DU/1 AC.
9. PROJECT ADDRESS: S E CORNER LOT BERNARDO AVE & HAMILTON LANE
10. LEGAL ACCESS: BERNARDO AVE & HAMILTON LANE
11. ALL EXISTING TREES WITHIN THE AREA OF SUBDIVISION IMPROVEMENTS TO BE TRANSPLANTED UNLESS OTHERWISE NOTED.

GENERAL DESIGN NOTES:

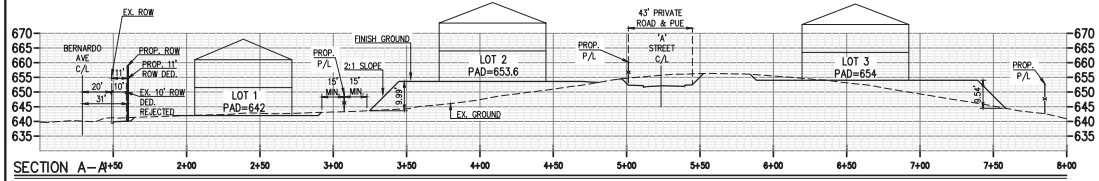
1. ALL STREET DESIGNS, STREET LIGHTS TO CONFORM TO CITY OF ESCONDIDO DESIGN STANDARDS AND AS APPROVED BY THE CITY ENGINEER.
2. FIRE MARSHAL SHALL APPROVE HYDRANT LOCATIONS.
3. EASEMENTS AS REQUIRED BY THE CITY ENGINEER, AND UTILITIES ENGINEER.
4. ALL PROPOSED UTILITIES TO BE UNDER GROUNDED.
5. CONTOUR INTERVALS: 1 FEET
6. TOPOGRAPHY PREPARED BY: PHOTO GEODETIC CORPORATION DATED 10-22-2004 AND BY MASSON & ASSOC. ON JAN. 26TH 2024
7. FINISHED GRADES ARE APPROXIMATE ONLY AND SUBJECT TO CHANGE IN FINAL DESIGN CONSISTENT WITH THE CITY'S SUBSTANTIAL CONFORMANCE POLICY.
8. SLOPE ANALYSIS: ENTIRE SITE IS LESS THAN 10% SLOPE.
9. ALL SLOPES 2:1 UNLESS OTHERWISE NOTED.
10. ALL LOTS ARE ON SANITARY SEWER SYSTEM OR THAT THE COUNTY HEALTH DEPARTMENT WILL APPROVE THE INSTALLATION OF A SEWAGE DISPOSAL SYSTEM IN ACCORDANCE WITH THE PRIVATE SEWAGE DISPOSAL SYSTEM ORDINANCE. THE COUNTY HEALTH DEPARTMENT CERTIFICATION MUST BE ON THE SUBDIVISION MAP.
11. THE PUE REQUIRES AN ALL-WEATHER SURFACE. SEWER PIPE WITHIN EASEMENT SHALL BE C900 PVC, DR-25 MIN.
12. PROPOSED IMPROVEMENTS INCLUDE THE CONSTRUCTION OF PUBLIC WATER AND SEWER SYSTEMS, PRIVATE ROADS AND DRAINAGE SYSTEMS AS INDICATED ON THIS MAP.
13. PROPOSED PUBLIC SEWER MAIN WITHIN OFF-ROAD EASEMENT SHALL BE C900 PVC, DR-25.
14. NONE OF THIS SITE IS SUBJECT TO INUNDATION BY THE 100 YEAR STORM.

INDEX:

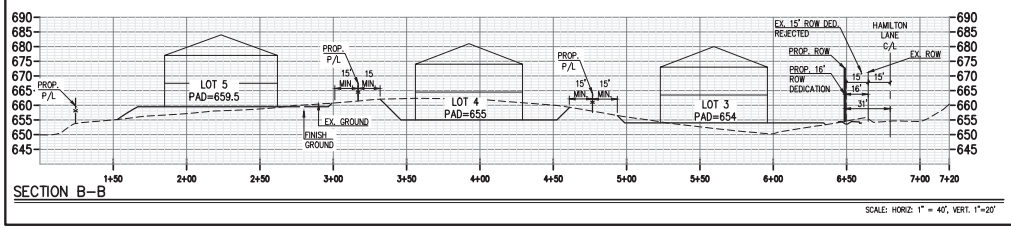
C-1 – TITLE SHEET, CROSS SECTIONS
C-2 –PRELIMINARY, MASTER AND PRECISE DEVELOPMENT PLAN AND TENTATIVE MAP AND STREET SECTIONS.
C-3 –ENCUMBRANCE MAP
C-4 –STORM WATER QUALITY PLAN

APPROXIMATE GRADING QUANTITIES:

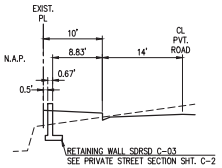
CUT=8,700 CY.
FILL=8,700 C.Y.
BALANCED SITE
NOTE: QUANTITIES SHOWN ARE RAW QUANTITIES AND DO NOT INCLUDE THE EFFECT OF REMEDIAL GRADING IF NECESSARY.



SECTION A–A
SCALE: HORIZ: 1" = 40', VERT. 1"=20'



SECTION B–B
SCALE: HORIZ: 1" = 40', VERT. 1"=20'

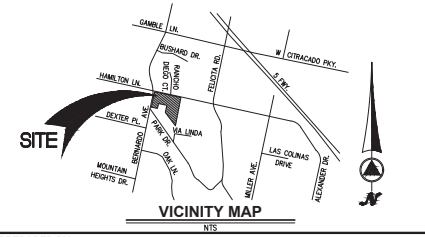


SECTION C–C
SCALE: HORIZ: N.T.S.

TITLE SHEET

TENTATIVE MAP - TRACT PL24-0067

SE CORNER LOT
BERNARDO AVE AND HAMILTON LANE
ESCONDIDO, CA 92029



VICINITY MAP
NTS

PREPARED BY:
Planning ▲ Engineering ▲ Surveying ▲ Telecom
1120 Sycamore Ave Suite 2D
Vista, CA 92081
P. 760.741.3570
F. 760.741.1786

MASSON & ASSOCIATES, INC.
www.masson-assoc.com

ASSESSOR'S PARCEL NO:
238-360-68

LEGAL DESCRIPTION:
PARCEL 1 OF PARCEL MAP NO. 13268, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, ON MAY 10, 1984.

OWNER/APPLICANT:
LEE DURAN
HAMILTON BERNARDO, LLC
P.O. BOX 1795
LA JOLLA, CA 92028

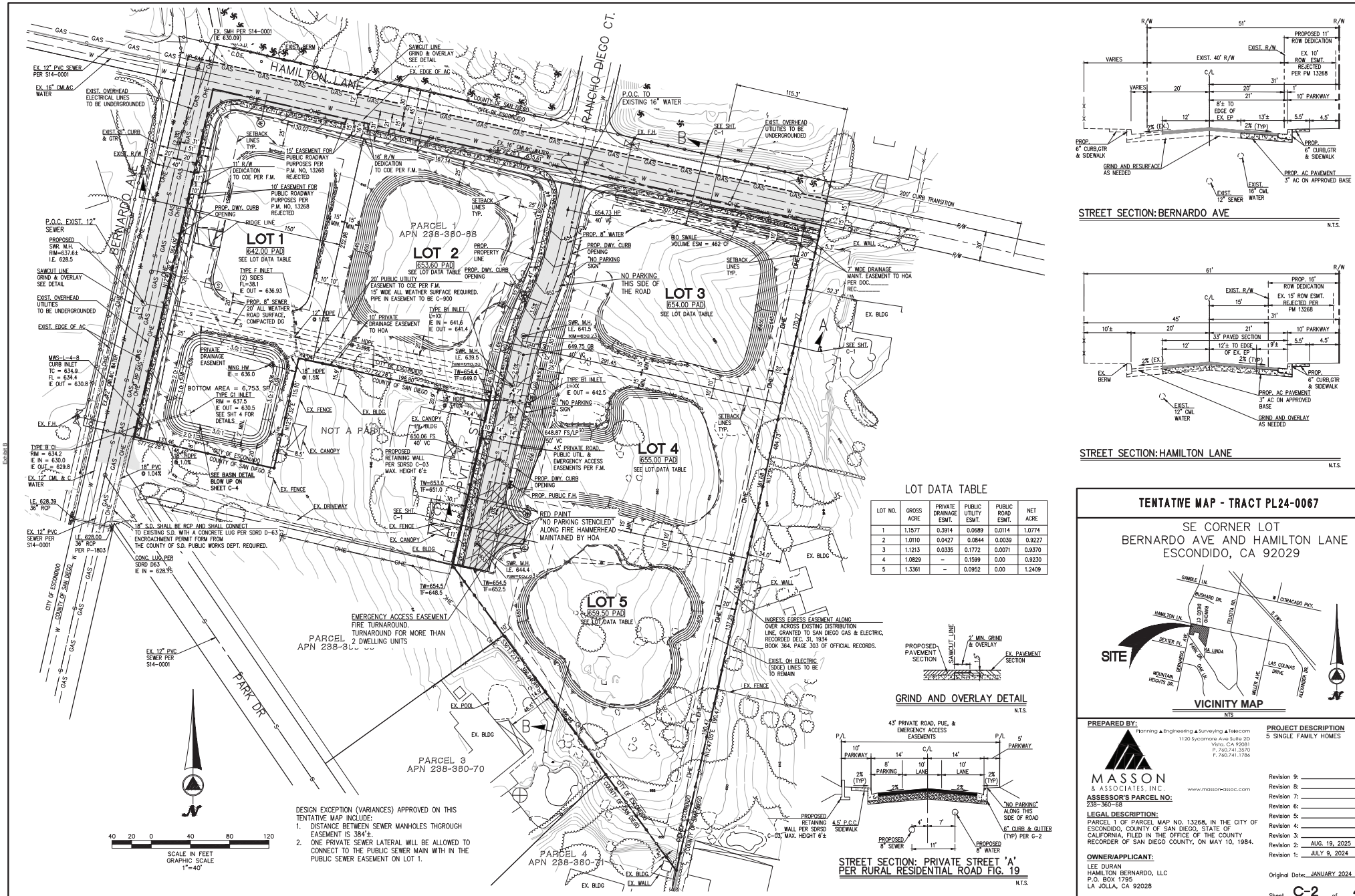
PROJECT DESCRIPTION
5 SINGLE FAMILY HOMES

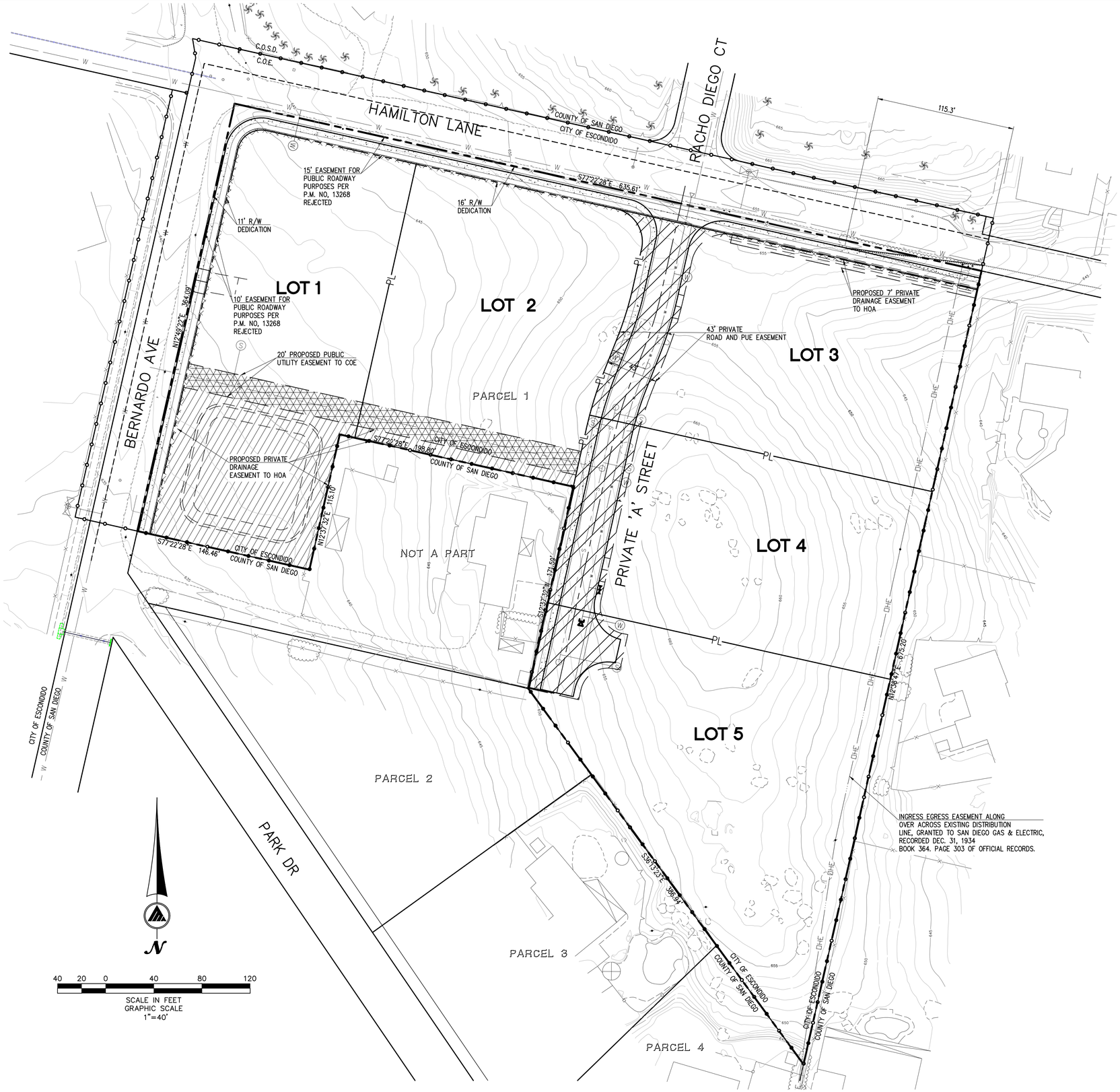
Revision 9: ____
Revision 8: ____
Revision 7: ____
Revision 6: ____
Revision 5: ____
Revision 4: ____
Revision 3: ____
Revision 2: AUG. 19, 2025
Revision 1: JULY 9, 2024

Original Date: JANUARY 2024

Sheet C-1 of 4

Exhibit B


HAMILTON LANE
BERNARDO AVE
RANCHO DIEGO CT.
PARK DR
LOT 1
642.00 PAD
SEE LOT DATA TABLE
LOT 2
653.60 PAD
SEE LOT DATA TABLE
LOT 3
654.00 PAD
SEE LOT DATA TABLE
LOT 4
655.00 PAD
SEE LOT DATA TABLE
LOT 5
659.50 PAD
SEE LOT DATA TABLE
PARCEL 1
APN 238-360-68
PARCEL 2
APN 238-360-
PARCEL 3
APN 238-360-70
PARCEL 4
APN 238-360-81
NOT A PART
BOTTOM AREA = 6,753 SF
EMERGENCY ACCESS EASEMENT
FIRE TURNAROUND.
TURNAROUND FOR MORE THAN
2 DWELLING UNITS
RED PAINT
"NO PARKING STENCILED"
ALONG FIRE HAMMERHEAD
MAINTAINED BY HOA
INGRESS EGRESS EASEMENT ALONG
OVER ACROSS EXISTING DISTRIBUTION
LINE, GRANTED TO SAN DIEGO GAS & ELECTRIC,
RECORDED DEC. 31, 1934
BOOK 364, PAGE 303 OF OFFICIAL RECORDS.
BIO SWALE
VOLUME ESM = 462 CF
7' WIDE DRAINAGE
MAINT. EASEMENT TO HOA
PER DOC.
REC.
NO PARKING
THIS SIDE OF
THE ROAD
"NO PARKING
SIGN"
SEE SHT.
C-1
EX. BLDG
EX. WALL
EX. FENCE
EX. POOL
EX. CANOPY
EX. DRIVEWAY
PROP. PUBLIC F.H.
PROP. DWY. CURB
OPENING
SETBACK
LINES
TYP.
PROP.
PROPERTY
LINE
RIDGE LINE
SAWCUT LINE
GRIND & OVERLAY
SEE DETAIL
EX. EDGE OF AC
EXIST. OVERHEAD
UTILITIES
TO BE UNDERGROUNDED
EXIST. OVERHEAD
ELECTRICAL LINES
TO BE UNDERGROUNDED
EXIST. OVERHEAD
UTILITIES TO BE
UNDERGROUNDED
EXIST. 6" CURB
& GTR
EXIST. R/W
EX. 12" PVC SEWER
PER S14-0001
EX. 16" CML&C
WATER
EX. SMH PER S14-0001
(IE 630.09)
EXIST. BERM
P.O.C. TO
EXISTING 16" WATER
P.O.C. EXIST. 12"
SEWER
PROPOSED
SWR. M.H.
RIM=637.6±
I.E. 628.5
SWR. M.H.
I.E. 641.5
RIM=650.23
SWR. M.H.
I.E. 639.0
SUMP=629.0
SWR. M.H.
I.E. 644.4
SUMP=624.9
TYPE F INLET
(2) SIDES
FL=.38.1
IE OUT = 636.93
TYPE B1 INLET
L=XX
IE IN = 641.6
IE OUT = 641.4
TYPE B1 INLET
L=XX
IE OUT = 642.5
TYPE G1 INLET
RIM = 637.5
IE OUT = 630.5
SEE SHT 4 FOR
DETAILS
TYPE B CI
RIM = 634.2
IE IN = 630.0
IE OUT = 629.8
MWS-I-4-8
CURB INLET
TC = 634.9
FL = 634.4
IE OUT = 630.8
WING HW
IE = 636.0
PRIVATE
DRAINAGE
EASEMENT
10' PRIVATE
DRAINAGE EASEMENT
TO HOA
20' PUBLIC UTILITY
EASEMENT TO COE PER F.M.
15' WIDE ALL WEATHER SURFACE REQUIRED.
PIPE IN EASEMENT TO BE C-900
15' EASEMENT FOR
PUBLIC ROADWAY
PURPOSES PER
P.M. NO. 13268
REJECTED
16' R/W
DEDICATION
TO COE PER F.M.
11' R/W
DEDICATION
TO COE PER F.M.
10' EASEMENT FOR
PUBLIC ROADWAY
PURPOSES PER
P.M. NO. 13268
REJECTED
SETBACK
LINES
TYP.
PROP. DWY. CURB
OPENING
PROP. 8" SEWER
20' ALL WEATHER
ROAD SURFACE,
COMPACTED DG
PROP. 8" WATER
654.73 HP
40' VC
649.75 OB
40' VC
648.87 FS/LP
50' VC
43' PRIVATE ROAD,
PUBLIC UTIL. &
EMERGENCY ACCESS
EASEMENTS PER F.M.
PROPOSED
RETAINING WALL
PER SDRSD C-03
MAX. HEIGHT 6'±
SEE BASIN DETAIL
BLOW UP ON
SHEET C-4
18" S.D. SHALL BE RCP AND SHALL CONNECT
TO EXISTING S.D. WITH A CONCRETE LUG PER SDRD D-63
ENCROACHMENT PERMIT FORM FROM
THE COUNTY OF S.D. PUBLIC WORKS DEPT. REQUIRED.
CONC. LUG PER
SDRD D63
IE IN = 628.75
I.E. 628.39
36" RCP
I.E. 628.00
36" RCP
PER P-1803
EX. 12" PVC
SEWER PER
S14-0001
EX. 12" CML & C
WATER
EX. 16" CML&C
WATER
EX. 12" PVC
SEWER PER
S14-0001
EXIST. EDGE OF AC
EXIST. R/W
EXIST. 6" CURB
& GTR
SEE SHT.
C-1
EX. F.H.
EX. BLDG
EX. CANOPY
EX. FENCE
EX. BLDG
EX. WALL
EX. BLDG
EX. BLDG
EX. WALL
EX. BLDG
EX. BLDG
EX. BLDG



NOTE:

CC&R'S TO INCLUDE PRIVATE CROSS LOT DRAINAGE EASEMENT THAT COVERS ALL LOTS.

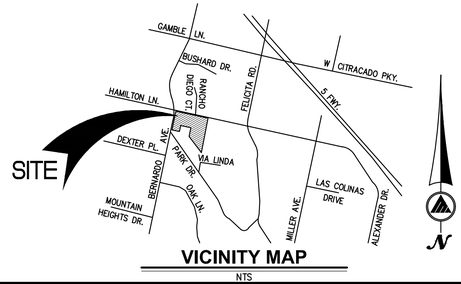
LEGEND:

- PROPOSED PUBLIC UTILITY EASEMENT
- PROPOSED PRIVATE DRAINAGE EASEMENT
- PROPOSED PRIVATE ROAD EASEMENT
- PROPOSED RIGHT OF WAY DEDICATION

ENCUMBRANCE MAP

TENTATIVE MAP

SE CORNER LOT
BERNARDO AVE AND HAMILTON LANE
ESCONDIDO, CA 92029



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5 SINGLE FAMILY HOMES

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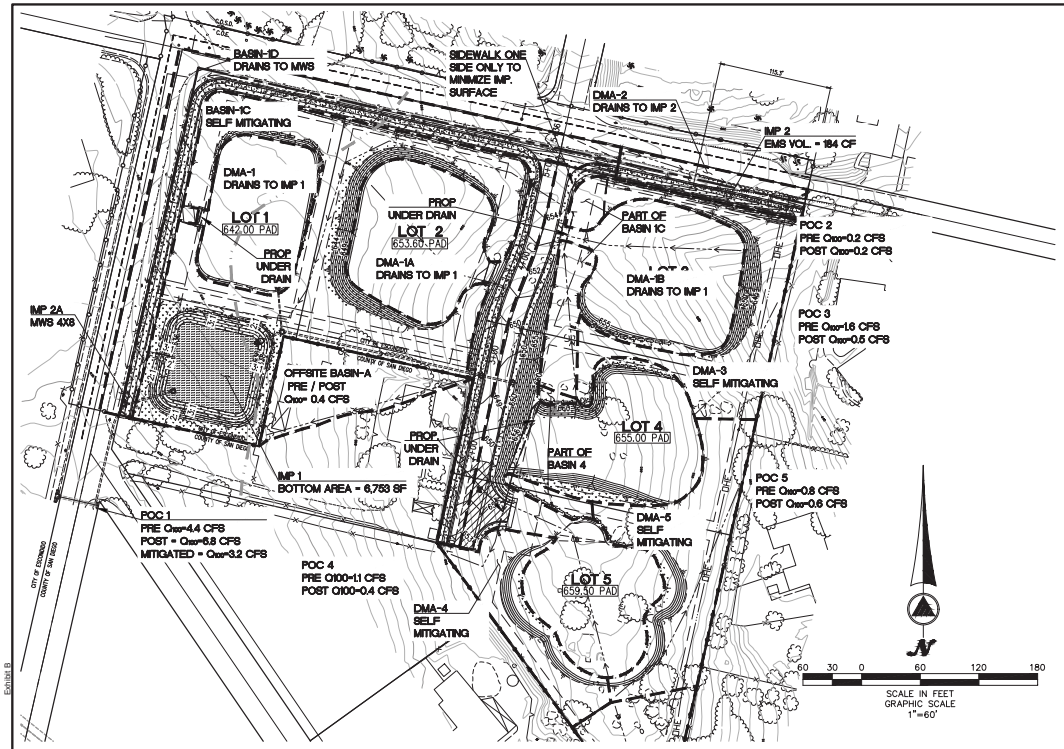
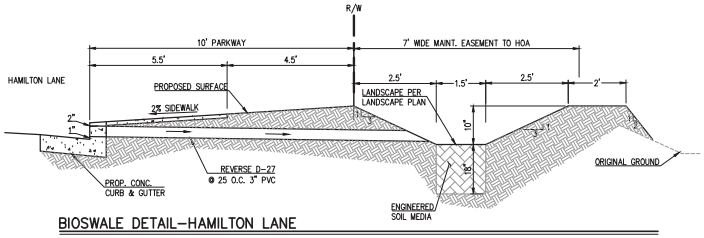
Revision 1: JULY 9, 2024

Original Date: JANUARY 2024

Sheet C-3 of 4

Jul 09, 24 2:25pm by: jason FILE: L:\MASON PROJECTS\PROJECTS\2023\23-0045 HAMILTON BERNARDO - TM\23-0045 TM.dwg





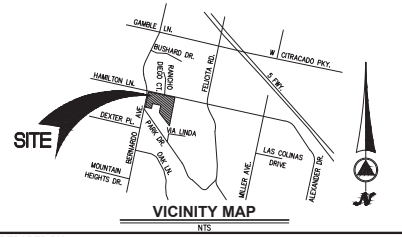
BIOSWALE DETAIL–HAMILTON LANE

Scale: NTS

STORM WATER QUALITY PLAN

TENTATIVE MAP

SE CORNER LOT
BERNARDO AVE AND HAMILTON LANE
ESCONDIDO, CA 92029



VICINITY MAP

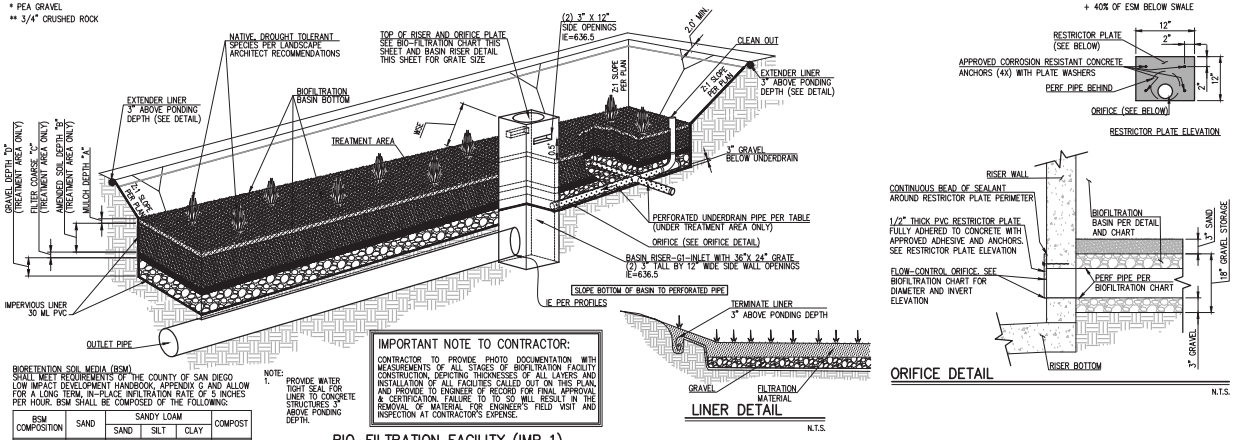
NTS

BIO–FILTRATION CHART

IMP #	ORIFICE DIAMETER (IN)	ORIFICE INVERT ELEVATION (FT)	OVERFLOW PIPE (IN)	GRAVEL DEPTH BELOW UNDERDRAIN (IN)	# OF RISERS	RISER GRATE SIZE (IN)	TOTAL BASIN DEPTH (FT)	MULCH DEPTH "A" (IN)	AMENDED SOIL DEPTH "B" (IN)	FILTER COARSE DEPTH "C" (IN)*	GRAVEL DEPTH "D" (IN)**	BOTTOM BASIN ELEVATION FG (FT)	DISTANCE FROM BOTTOM OF POND TO TOP OF RISER	TOP OF GRATE ELEVATION (FT)	W/S DEPTH (FT)	PERFORATED PIPE (IN)	SLOPE Z:1	BASIN BOTTOM AREA (SF)	TOP OF BERM ELEVATION (FT)	BASIN VOLUME REQUIRED (CF)	BASIN VOLUME PROVIDED (CF)	PROVIDED FREE BOARD (FT)
1	2.0	633.25	18"	3"	1	36X24	6.5	3	18	3	18	636.0	1.5'	637.5	1.5'	6"	3:1	6,753	639.0	11,205	32,855	1.5

* PEA GRAVEL
** 3/4" CRUSHED ROCK

+ 40% OF ESM BELOW SWALE



BIO–FILTRATION FACILITY (IMP 1)

N.T.S.

LINER DETAIL

N.T.S.

ORIFICE DETAIL

N.T.S.

BIORETENTION SOIL MEDIA (BSM)
SHALL MEET REQUIREMENTS OF THE COUNTY OF SAN DIEGO LOW IMPACT DEVELOPMENT HANDBOOK, APPENDIX G AND ALLOW FOR A LONG TERM, IN-PLACE INFILTRATION RATE OF 5 INCHES PER HOUR. BSM SHALL BE COMPOSED OF THE FOLLOWING:

BSM COMPOSITION	SAND	SANDY LOAM			COMPOST
		SAND	SILT	CLAY	
VOLUME	60–80%	0–20%			10%
WEIGHT	75–80%	10% MAX		3% MAX	9% MAX[1]

[1] 9% COMPOST BY WEIGHT RESULTS IN APPROXIMATELY 5% ORGANIC MATTER BY WEIGHT.

NOTE:
1. PROVIDE WATER TIGHT SEAL FOR LINER TO CONCRETE STRUCTURES 3" ABOVE PONDING DEPTH.

IMPORTANT NOTE TO CONTRACTOR:
CONTRACTOR TO PROVIDE PHOTO DOCUMENTATION WITH MEASUREMENTS OF ALL STAGES OF BIOFILTRATION FACILITY CONSTRUCTION, DEPICTING THICKNESSES OF ALL LAYERS, AND INSTALLATION OF ALL FACILITIES CALLED OUT ON THIS PLAN, AND PROVIDE TO ENGINEER OF RECORD FOR FINAL APPROVAL & CERTIFICATION. FAILURE TO TO SO WILL RESULT IN THE REMOVAL OF MATERIAL FOR ENGINEER'S FIELD VISIT AND INSPECTION AT CONTRACTOR'S EXPENSE.

PREPARED BY:
Planning ▲ Engineering ▲ Surveying ▲ Telecom
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P. 760.741.3570
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HAMILTON BERNARDO, LLC
P.O. BOX 1795
LA JOLLA, CA 92028

PROJECT DESCRIPTION
5 SINGLE FAMILY HOMES

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Revision 8: _____
Revision 7: _____
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Revision 5: _____
Revision 4: _____
Revision 3: _____
Revision 2: AUG. 19, 2025
Revision 1: JULY 9, 2024

Original Date: JANUARY 2024

Sheet C-4 of 4



LEGEND

SYMBOL	DESCRIPTION	MIN. SIZE	QUANTITY/ SPACING
	CITY APPROVED STREET TREE SUCH AS: AGONIS FLEXUOSA - PEPPERMINT TREE CERCIS 'FOREST PANSY' - REDBUD RHUS LANCEA - AFRICAN SUMAC UMBELLULARIA CALIFORNICA - CALIFORNIA LAUREL	15 GAL.	41
	NATIVE OAKS SUCH AS: QUERCUS AGRIFOLIA - COAST LIVE OAK QUERCUS LOBATA - VALLEY OAK QUERCUS DOUGLASII - BLUE OAK	15 GAL.	9
	SLOPE TREES SUCH AS: RHUS LANCEA - AFRICAN SUMAC SCHINUS MOLLE - CALIFORNIA PEPPER	15 GAL	16
	TREES AT BIOBASIN SUCH AS: CERCIS OCCIDENTALIS - REDBUD JUGLANS MEXICAN - MEXICAN ELDER PLATANUS RACEMOSA - CALIFORNIA SYCAMORE SALIX LASIOLEPIS - ARROYO WILLOW SAMBUCUS MEXICANA - BLUE ELDERBERRY	15 GAL.	8
	SLOPE PLANTING: ARCTOSTAPHYLOS 'HOWARD MCMINN' - MANZANITA CARPENTERIA CALIFORNICA - BUSH ANEMONE FREMONTEDENDRON CALIFORNICUM - FLANNEL BUSH HETEROMELES ARBUTIFOLIA - TOYON MYRICA CALIFORNICA - PACIFIC WAX MYRTLE BACCHARIS 'PIGEON POINT' - PROSTRATE COYOTE BUSH CEANOTHUS 'YANKEE POINT' - CARMEL CREEPER DIPLACUS LONGIFLORUS - MONKEY FLOWER EPILOBIUM CALIFORNICA - CALIFORNIA FUCHSIA ERIOGONUM GRANDE SSP. RUBESCENS - RED BUCKWHEAT	5 GAL.	8' O.C. MIN.
	BIOBASIN/RAIN GARDENPLANTING: CAREX SPECIES - SEDGES HEUCHERA HYBRIDS - CORAL BELLS/ALUM ROOT IRIS DOUGLAISIANA - PACIFIC COAST IRIS IVA HAYESIANA - POVERTY WEED DIPLACUS LONGIFLORUS - MONKEY FLOWER	1 GAL.	18" O.C.
	PAD AREA AND OTHER FLAT AREAS: 3" ORGANIC MULCH FOR EROSION CONTROL		
	NATIVE/NATURALIZED GRASSLANDS TO REMAIN. PROVIDE IRRIGATION AND BRUSH MANAGEMENT WHERE REQUIRED BY FIRE MARSHALL. HYDROSEED WITH NATIVE SEED MIX AT ANY AREA DISTURBED DURING CONSTRUCTION		
	EXISTING TREE TO REMAIN WITH SPECIES NOTED PROTECT IN PLACE*		
	EXISTING BOULDERS TO REMAIN IN CURRENT LOCATION		
	EXISTING LOCATION OF BOUDERS TO BE RELOCATED		
	NEW LOCATION OF BOULDERS TO BE RELOCATED		

NOTES

1. * ALL EXISTING OAK TREEES ARE TO BE RETAINED, PROTECTED IN PLACE. IF ANY EXISTING OAK TREES ARE TO BE MOVED DURING CONSTRUCTION, AN ADDITIONAL 24" BOX OAK TREE SHALL ALSO BE PLANTED AS MITIGATION.
2. LANDSCAPE STANDARDS:
   ALL LANDSCAPE AND IRRIGATION SHALL CONFORM TO THE STANDARDS OF THE CITY OF ESCONDIDO LANDSCAPE STANDARDS AND ALL OTHER LANDSCAPE RELATED CITY AND REGIONAL STANDARDS
3. MINIMUM TREE SEPARATION DISTANCE
   TRAFFIC SIGNALS / STOP SIGNS - 20 FEET
   UNDERGROUND UTILITY LINES - 5 FEET (10' FOR SEWER)
   ABOVE GROUND UTILITY STRUCTURES - 10 FEET
   DRIVEWAY (ENTRIES) - 10 FEET
   INTERSECTIONS (INTERSECTING CURB LINES OF TWO STREETS) - 25 FEET
4. IRRIGATION
   AN AUTOMATIC, ELECTRICALLY CONTROLLED IRRIGATION SYSTEM SHALL BE PROVIDED AS REQUIRED FOR PROPER IRRIGATION, DEVELOPMENT, AND MAINTENANCE OF THE VEGETATION IN A HEALTHY, DISEASE-RESISTANT CONDITION. THE DESIGN OF THE SYSTEM SHALL PROVIDE ADEQUATE SUPPORT FOR THE VEGETATION SELECTED.
5. MAINTENANCE
   ALL REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY THE PROPERTY OWNER(S). LANDSCAPE AND IRRIGATION AREAS IN THE PUBLIC RIGHT-OF-WAY SHALL BE MAINTAINED BY THE PROPERTY OWNER.
   THE LANDSCAPE AREAS SHALL BE MAINTAINED FREE OF DEBRIS AND LITTER, AND ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY GROWING CONDITION. DISEASED OR DEAD PLANT MATERIAL SHALL BE SATISFACTORILY TREATED OR REPLACED.

PRELIMINARY LANDSCAPE PLAN

NOT FOR CONSTRUCTION

IF PLAN IS LESS THAN 24" X 36" IT IS A REDUCED PRINT. REDUCE SCALE ACCORDINGLY.

GMA
GEORGE MERCER ASSOCIATES INC.
LANDSCAPE ARCHITECTURE
990 SEACOAST DRIVE, STE. 20
IMPERIAL BEACH, CA 91932
(619) 882-2499
E-mail: georgemercerassociates@gmail.com
LICENSED LANDSCAPE ARCHITECT
Gregg C. Mercer, No. 3537
Renewal Date: 4-30-27
11/6/25
STATE OF CALIFORNIA

CLIENT: HAMILTON BERNARDO LLC

PROJECT: TENTATIVE MAP
SE CORNER LOT
BERNARDO AVE & HAMILTON LANE
ESCONDIDO, CA 92029

CHANGES

PROGRESS PRINT DATE	
5/23/24	PROGRESS
6/15/24	PROGRESS
9/16/25	PROGRESS
11/6/25	PROGRESS

DESIGN	GM
DRAWN	GM
CHECKED	
SCALE	1"= 40'
PROJECT	24-009

SHEET L-1
OF 1 SHEET

Exhibit B

Exhibit C – 2026-90

Exhibit C - RESO 2026-90

Hamilton Bernardo, LLC Mitigation Monitoring and Reporting Program						
Project Impact	**2007 Mitigation Measure**	**Responsible Department**	**Monitoring Action**	**Implementation Schedule**	**Verification of Completion**	
					Check Box	**Date**
Air Quality						
The project will potentially impact air quality in the area surrounding the project during construction.	Prior to construction and issuance of grading and building permits, a site-specific analysis and report shall be prepared by a qualified professional to the satisfaction of the Director of Public Works and Building Official to determine equipment and methods necessary to protect adjacent properties from adverse air quality impacts which may result from construction. A project-specific air quality analysis was prepared for the project and provided as part of the discussion in Section 14.3, Air Quality. The proposed project would have no adverse effect on air quality. This mitigation measure has been satisfied.	N/A	N/A	N/A	N/A	N/A
Biological Resources						
No non-native grassland or coastal sage scrub vegetation was reported in the *Biological Resources Memorandum* prepared by Tierra Data, Inc., July 2024. These habitat types no longer occur on the site. Mitigation from the 2007 Initial Study pertaining to	**BIO-1** and **BIO-2.** To address direct impacts to non-native grasslands and coastal sage scrub, the proposed mitigation ratio is 0.25:1 for non-native grasslands and 1:1 for coastal sage scrub. This would be documented by a purchase of habitat credits from an approved mitigation bank(s). Mitigation measures BIO-1 and BIO-2 would be enforced at the City's discretion.	City of Escondido Planning Department	Verify a purchase of mitigation credits.	Prior to grading permit		

Hamilton Bernardo, LLC Mitigation Monitoring and Reporting Program						
Project Impact	**2007 Mitigation Measure**	**Responsible Department**	**Monitoring Action**	**Implementation Schedule**	**Verification of Completion**	
					Check Box	**Date**
non-native grassland and coastal sage scrub remains applicable.						
Multiple trees would be removed; however, the Project would be in compliance with City's Municipal Code requirements for trees. Regardless, for each Live Oak tree removed, the tree would be replaced on-site and one additional tree would be planted on-site as so stated in the 2007 Initial Study.	**BIO-3.** Impacts to native Live Oaks trees will be mitigated by relocating the four Live Oaks on-site and planting four new Live Oak trees on-site.	City of Escondido Building Department	Verify that replacement oak trees are shown on the landscape plan and confirm prior to final approval of landscaping installation.	Prior to final approval of landscape installation.		
Multiple trees would be removed to accommodate the proposed project. A preconstruction nesting survey would be required consistent with the 2007 Initial Study.	**BIO-4.** A qualified biologist must inspect trees for nests prior to any brushing, grading, tree relocation or construction within close proximity to, or within the existing Oaks discussed in the Biological Report's addendum of 2/14/07. If any active nests of sensitive species are found, no impacts will be allowed until all young have fledged.	City of Escondido Building Department	Verify receipt of preconstruction survey report.	Prior to final approval of the grading permit.		
The proposed project would replace Live Oak trees removed	**BIO-5.** The applicant shall provide funding to the satisfaction of the City for the five-year monitoring of the oak trees with sufficient	City of Escondido Planning Department	Verify that funds have been provided to cover	Prior to final approval of landscape		

Hamilton Bernardo, LLC Mitigation Monitoring and Reporting Program						
Project Impact	**2007 Mitigation Measure**	**Responsible Department**	**Monitoring Action**	**Implementation Schedule**	**Verification of Completion**	
					Check Box	**Date**
during construction at a 1:1 ratio on-site and plant one additional Live Oak tree as mitigation for impacts to Live Oak tree impacts.	reserve for the replacement of any dead/dying stock.		5-year monitoring of oak trees.	installation.		
Hazards						
Project is near the Chatham Barrel Yard (a Superfund Cleanup Site). The project site has one County Monitoring well to that is to remain.	Monitoring well MW57 is to remain onsite and be accessible to the Chatham Brothers RP Group for monitoring purposes until officially released. Upon release, it is to be removed per Regional Board and City of Escondido standards. Alternately, if a new replacement well is installed nearby and approved by the Regional Board and Department of Toxic Substances Control (DTSC), existing well MW57 can also then be released and removed per Regional Board and City of Escondido standards. MW 57 was decommissioned as documented in a letter provided by Chatham Site PRP Group dated May 21, 2009. This mitigation measure is not applicable.	N/A	N/A	N/A	N/A	N/A
Hydrology/Water Quality						
Potable water would be provided by the City of Escondido Water Department.	**HYD-1.** No drinking water wells shall be drilled on-site and no excavations shall be allowed on-site without proper permits.	City of Escondido Building Department	Verify that no excavations occurred prior to receipt of the	Prior to issuance of the grading permit.		

Hamilton Bernardo, LLC Mitigation Monitoring and Reporting Program						
Project Impact	**2007 Mitigation Measure**	**Responsible Department**	**Monitoring Action**	**Implementation Schedule**	**Verification of Completion**	
					Check Box	**Date**
No wells would be drilled on-site. applicable.			grading permit.			

EXHIBIT "E"

PLANNING CASE NO PL24-0067

FACTORS TO BE CONSIDERED / FINDINGS OF FACT

Environmental Determinations:

1. Pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et. seq.) ("CEQA"), and its implementing regulations (14 C.C.R. § 15000 et seq.) ("CEQA Guidelines"), the City of Escondido ("City") is the Lead Agency for the project ("Project"), as the public agency with the principal responsibility for approving the Project.
2. In order to evaluate the previous 5-Lot Tentative Subdivision Project proposed on the subject site, under the California Environmental Quality Act ("CEQA"), an Initial Study/Mitigated Negative Declaration ("IS/MND") (City Log No. ER2005-33) was adopted by the Escondido City Council.
3. CEQA Guidelines Section 15164 allows for a lead agency to prepare an Addendum to a previously certified environmental document if some changes or additions to the project are necessary, but none of the conditions described in CEQA Section 15162 requiring preparation of a subsequent environmental document are present. The City Council has reviewed and considered the adopted IS/MND, and the attached Project Addendum ("First Addendum"), and finds that these documents taken together contain a complete and accurate reporting of all of the environmental impacts associated with the modified Project, described herein. The City Council further finds that the First Addendum and administrative record have been completed in compliance with CEQA, and that the adopted IS/MND, and this Project Addendum, reflect the City's independent judgement.
4. Based on substantial evidence set forth in the record, including, but not limited to the 2007 IS/MND and the attached First Addendum, the City Council finds that, based on the whole record before them, none of the conditions under CEQA Guidelines Section 15162-15163, requiring subsequent environmental review, have occurred because the modified Project:
    a. Will **not** result in substantial changes that would require major revisions of the 2007 IS/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

    b. Will **not** result in substantial changes with respect to the circumstances under which the Project is developed that would require major revisions of the 2007 IS/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects;

    c. Does **not** present new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the

time the 2007 IS/MND was certified and was approved showing any of the following:

i. The Project will have one or more significant effects not discussed in the previous negative declaration;

ii. Significant effects previously examined will be substantially more severe than shown in the previous IS/MND;

iii. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the Project, but the Project proponents decline to adopt the mitigation measure or alternative; or

iv. Mitigation measures or alternatives which are considerably different from those analyzed in the previous IS/MND would substantially reduce one or more significant effects on the environment, but the Project proponents decline to adopt the mitigation measure or alternative.

5. Further, based on the substantial evidence set forth in the record, including but not limited to the 2007 adopted IS/MND and the First Addendum prepared for the Project, the City Council finds that the applicable mitigation measures identified in the 2007 IS/MND would ensure that any potential impacts would be reduced to less than significant levels. No new mitigation measures are required to mitigate environmental impacts associated with the modified Project. Therefore, the Addendum supports the City's consideration of the Project, as outlined in CEQA Guidelines Section 15162 and 15164.

6. Pursuant to CEQA Guidelines Section 15164, subdivision (c), the Addendum is not required to be circulated for public review, but can be attached to the original 2007 IS/MND.

7. Pursuant to Public Resources Code Section 21081.6(a)(2) and CEQA Guidelines section 15091(e), all documents and other materials which constitute the record of proceedings are located at the City of Escondido, City Hall. The City Clerk, whose office is located at 201 North Broadway, Escondido CA 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the City Council's decision is based, which documents and materials shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

TENTATIVE MAP DETERMINATIONS (PL24-0067)
(Subdivision Map Act and Chapter 32 of the Escondido Municipal Code)

With respect to Planning Case No. PL24-0067, City Council makes the finding that none of the findings (a) through (g) below in Section 66474 of the California Government Code that require a City to deny approval of a Tentative Subdivision Map apply to this Project for the reasons stated as follows:

1. *That the proposed map is consistent with the applicable general and specific plans as specified in Section 65451 of the Subdivision Map Act.*

As detailed in the Planning Commission staff report dated April 28, 2026, the Project site is located within the Estate I (E1) General Plan land use designation which permits density on a sliding scale depending on the existing slope categories of a site. Based on a review of the Project site's slopes, the Project's maximum density is six units; however, the addition of a private road and stormwater basin as required for stormwater reduces density yield to five (5) dwelling units (per Article 32). The Project is not located within a specific plan as shown on the City's 2012 General Plan Land Use Map. Therefore, the Project is consistent with this Finding.

2. *That the design or improvement of the proposed subdivision is consistent with the applicable general and specific plans.*

The Project consists of five (5) residential lots for future development with single-family residence, which single-family residential is permitted by the Escondido Zoning Code (EZC), and consistent with the General Plan Estate I land use designation. The subdivision for the residential lots consists of a private road and biofiltration basin to be maintained by the future Homeowner's Association (HOA). The design of the private road as shown on the Tentative Map is designed to meet City engineering standards, and the standards for the Escondido Fire Department. The Project is conditioned to comply with City standards related to street design. Therefore, the Project is consistent with this Finding.

3. *The Project site is physically suitable for the proposed type of Project.*

The Project site is approximately 6.02 gross acres consisting of slope categories mainly within the 0-15% range. Four (4) of the five (5) lots would take access from the proposed private road easement, while the remaining lot would take access from Bernardo Avenue to the west. All lots meet the standards required for residential development, and no unusual circumstances exist that would prohibit or constrain residential development on site. Furthermore, the site is physically suitable in that the proposed lot designs comply with EZC requirements for the R-1 zone pertaining to required minimum lot size and width.

4. *That the site is physically suitable for the proposed density of development.*

The Project includes a Tentative Subdivision Map to subdivide one existing lot into five (5) lots, one which contains the biofiltration basin for private drainage. As detailed in the Planning Commission staff report dated April 28, 2026, the Project site is located within the E1 land use designation which permits density on a sliding scale based on the slope category of the site. The permitted density is 6 dwelling units; however, required improvements to the site reduce the feasible density to 5 units. The minimum lot size for the parcels is 40,000 square-feet, and the minimum average lot width is 150 feet, consistent with Residential Estate (RE-40) standards. Therefore, the Project is consistent with this Finding.

5. *The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially or avoidably injure fish or wildlife, or their habitat.*

Pursuant to the California Environmental Quality Act (CEQA), an Addendum ("First Addendum") was prepared to the 2007 Initial Study/Mitigated Negative Declaration (IS/MND), which analyzed the minor change to the previously approved project, Tract 931 (2005-06-AN, 2005-46-PZ, ER2005-33). The minor change, the addition of a biofiltration basin for stormwater drainage, is

not anticipated to result in substantial environmental impacts to the site, in that it is a requirement of state law regulating water runoff and water quality—regulations that did not exist at the time of the original approval. All potential environmental impacts previously identified under the adopted IS/MND are required to be mitigated accordingly. Therefore, the Project is consistent with this Finding.

6. *That the design of the subdivision or type of improvements is not likely to cause serious public health problems.*

The Project as designed is not anticipated to cause any public health problems. Further, the Project has been conditioned to prohibit the drilling of drinking wells on site as well as excavations. Therefore, the Project is consistent with this finding.

7. *That the design of the subdivision or the type of improvements would not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.*

There are several easements that run throughout the proposed subdivision and Project site; however, none have been acquired by the public at large, and are all intended for private use. The design of the subdivision and improvements as proposed would not conflict with easements acquired by the public at large. Therefore, the Project is consistent with this Finding.

8. *All permits and approvals applicable to the proposed Tentative Map pursuant to Chapter 33 of this code have been obtained.*

The Project consists of a request for a Tentative Subdivision Map. Approval of the Project would result in all permits applicable to the proposed Tentative Map being obtained, or conditioned to be obtained administratively as permitted by the Escondido Zoning Code. The Escondido Zoning Code does not require subdivisions of land to include architectural plotting of future residential uses. Therefore, the Project is conditioned to comply with requirements of Article 64 (Design Review) where architectural plotting would be approved administratively subject to Zoning Code requirements. Therefore, the Project is consistent with this Finding.

9. *All applicable requirements of the Map Act and any ordinance of the City of Escondido regulating or otherwise relating to the conversion of existing buildings into condominiums or stock cooperatives have been satisfied.*

The Project does not include the conversion of existing buildings into condominiums or stock cooperatives. This finding for approval of a Tentative Map is not applicable to the Project.

10. *The proposed Tentative Map shall be in conformity with the zone in which it is located. To the extent that the property, which is subject of the proposed Tentative Map, is an existing legal nonconforming multi-family residential use, this requirement shall not apply, in accordance with Chapter 33 of this code.*

As detailed in the Planning Commission staff report dated April 28, 2026, the Project complies with all requirements of the Residential Estate – 40,000 (RE-40) zone, including minimum lot size, lot width, and density. Further, the proposed Tentative Map is not an existing legal nonconforming multi-family residential use. Therefore, the Project is consistent with this Finding.

11. *All requirements of CEQA have been met.*

An Addendum to the previously adopted IS/MND was prepared in conformance with CEQA Guidelines Section 15164, and none of the triggers listed in CEQA Guidelines Section 15162 requiring the preparation of further environmental document apply. Therefore, the Project is consistent with this Finding.

No Net Loss Finding
(Government Code section 65683)

Pursuant to California Government Code Section 65863, the City Council finds the following:

The Project site (Assessor Parcel No. 238-360-68-00) is identified in the Housing Element to accommodate a portion of the regional housing need. The estimated capacity on the Project site is as follows:

Very-low	Low	Moderate	Above Moderate
0	*0*	*0*	*5*

The Project does not reduce the density of the site below what is projected in the Housing Element; the Housing Element shows a site capacity of 5 above-moderate income units, which matches the proposed Project.

	Very-low	Low	Moderate	Above Moderate
Sites Inventory capacity for Project site	*0*	*0*	*0*	5
Proposed Units	*0*	*0*	*0*	*5*
Change in units +/(-)	-	-	-	*0*

The proposed development's residential density is consistent with the Housing Element, and the remaining sites identified in the Housing Element are adequate to meet the requirements of Government Code Section 65583.2 and to accommodate the City's share of the regional housing need pursuant to Section 65584.

EXHIBIT "F"

PLANNING CASE NO. PL24-0067

REVISED CONDITIONS OF APPROVAL

This Project is conditionally approved as set forth on the application received by the City of Escondido on **March 12, 2024**, and the Project drawings consisting of Civil Sheets/Grading, Stormwater, and Landscape Plans; all designated as approved on **April 28, 2026**, 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, and the Applicant's successors in interest, as may be applicable.

A. General:

1. **Acceptance of Permit.** If the Applicant fails to file a timely and valid appeal of this Permit within the applicable appeal period, such inaction by the Applicant shall be deemed to constitute all of the following on behalf of the Applicant:

   a. Acceptance of the Permit by the Applicant; and

   b. Agreement by the Applicant to be bound by, to comply with, and to do all things required of or by the Applicant pursuant to all of the terms, provisions, and conditions of this Project Permit or other approval and the provisions of the Escondido Municipal Code or Zoning Code applicable to such Permit.

2. **Permit Expiration.** If the Permit was filed as or concurrent with a Tentative Map or Planned Development application, the Permit shall expire 36 months from the effective date of approval, unless additional time is granted pursuant to the Map Act or to the Escondido Municipal Code. If not filed as concurrent with a Tentative Map or Planned Development application, the Permit shall automatically expire after one year from the date of this approval, or the expiration date of any extension granted in accordance with the Escondido Municipal Code and Zoning Code.

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

3. **Certification.** The Director of Development Services, or his/her designee, is authorized and directed to make, or require the Applicant to make, all corrections and modifications to the Project drawings and any other relevant document comprising the Project in its entirety, as necessary to

make them internally consistent and in conformity with the final action on the Project. This includes amending the Project drawings as necessary to incorporate revisions made by the decision-making body and/or reflecting any modifications identified in these conditions of approval. A final Approved Plan set, shall be submitted to Planning Services for certification electronically. Said plans must be certified by the Planning Division prior to submittal of any post-entitlement permit, including grading, public improvement, landscape, or building plans for the Project.

4. Conformance to Approved Plans.

a. The operation and use of the subject property shall be consistent with the Project Description and Details of Request, designated with the Approved Plan set.

b. Nothing in this Permit shall authorize the Applicant to intensify the authorized activity beyond that which is specifically described in this Permit.

c. Once a permit has been issued, the Applicant may request Permit modifications. "Minor" modifications may be granted if found by the Director of Development Services to be in substantial conformity with the Approved Plan set, including all exhibits and Permit conditions attached hereto. Such "minor" modifications shall be processed through a substantial conformance process identified by the Planning Division. Modifications beyond the scope described in the Approved Plan set may require submittal of an amendment to the Permit and approval by the authorized agency.

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

6. Certificate of Occupancy.

a. No change in the character of occupancy or change to a different group of occupancies as described by the Building Code shall be made without first obtaining a Certificate of Occupancy from the Building Official, as required, and any such change in occupancy must comply with all other applicable local and state laws.

b. Prior to final occupancy, a Planning Final Inspection shall be completed to ensure that the property is in full compliance with the Permit terms and conditions. The findings of the inspection shall be documented on a form and content satisfactory to the Director of Development Services.

7. Availability of Permit Conditions.

a. Prior to grading permit issuance, the Applicant shall cause a covenant regarding real property to be recorded that sets forth the terms and conditions of this Permit approval and shall be of a form and content satisfactory to the Director of Development Services.

b. The Applicant shall make a copy of the terms conditions of this Permit readily available to any member of the public or City staff upon request. Said terms and conditions shall be printed on any construction plans that are submitted to the Building Division for plan check processing.

8. **Right to Entry.** The holder of this Permit shall make the premises available for inspection by City staff during construction or operating hours and allow the investigations of property necessary to ensure that minimum codes, regulations, local ordinances and safety requirements are properly followed. The Applicant shall provide such business records, licenses, and other materials necessary upon request to provide evidence of compliance with the conditions of approval, as well as federal, state, or laws.

9. **Compliance with Federal, State, and Local Laws.** Nothing in this Permit shall relieve the Applicant from complying with conditions, performance standards, and regulations generally imposed upon activities similar in nature to the activity authorized by this permit. (Permits from other agencies may be required as specified in the Permit's Details of Request.) This Permit does not relieve the Applicant of the obligation to comply with all applicable statutes, regulations, and procedures in effect at the time that any engineering permits or building permits are issued unless specifically waived herein.

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

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

    Approval of this development project is conditioned upon payment of all applicable development fees and connection fees in the manner provided in Chapter 6 of the Escondido Municipal Code.

11. **Public Art Partnership Program.** All requirements of the Public Art Partnership Program, Ordinance No. 86-70 shall be satisfied prior to any building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.

12. **Clerk Recording.**

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

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

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

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

15. **Enforcement.** If any of the terms, covenants, or conditions contained herein shall fail to occur or if they are, by their terms, to be implemented and maintained over time, the City of Escondido shall have the right to deny or withhold subsequent permit approvals or permit inspections that are derived from the application entitlements herein granted; issue stop work orders; pursue

abatement orders, penalties, or other administrative remedies as set forth in state and local laws; or institute and prosecute litigation to compel compliance with such terms, covenants, or conditions or seek damages for their violation. The Applicant shall be notified in advance prior to any of the above actions being taken by the City and shall be given the opportunity to remedy any deficiencies identified by the City.

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.

17. Phasing. A phasing plan shall be submitted for all projects which include more than one building. The phasing plan shall identify the order in which all on- and off-site improvements will be installed, including triggers for improvements resulting from mitigation measures placed on the project through the environmental review process or required for General Plan conformance. The plan shall also identify the order in which structures will be built and occupied, the location of construction fencing at each phase of construction, and any other means necessary to prevent conflicts between construction traffic and users of the occupied buildings. The phasing plan shall be approved by the City Planner, Building Official, City Engineer and Fire Marshal prior to the issuance of a grading permit for the project. The phasing plan shall not be modified without written consent from the City of Escondido.

B. Construction, Maintenance, and Operation Obligations:

1. Code Requirements. All construction shall comply with the applicable requirements of the Escondido Municipal Code, Escondido Zoning Code, California Building Code; and the requirements of the Planning Division, Engineering Services Department, Director of Development Services, Building Official, City Engineer, and the Fire Chief in carrying out the

administration of said codes. Approval of this Permit request shall not waive compliance with any City regulations in effect at the time of Building Permit issuance unless specifically waived herein.

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

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

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

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

4. **Signage.** All proposed signage associated with the Project must comply with Article 66 (Sign Ordinance) of the Escondido Zoning Code. Separate sign permits will be required for Project signage. All non-conforming signs shall be removed. The Applicant shall submit with any sign permit graphic/list of all signs to be removed and retained, along with any new signage proposed.

5. **Noise.** All Project generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08).

6. **Lighting.** All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting Ordinance) of the Escondido Zoning Code.

7. **General Property Maintenance.** The property owner or management company shall maintain the property in good visual and functional condition. This shall include, but not be limited to, all

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

8. **Anti-Graffiti.** The Applicant shall remove all graffiti from buildings and wall surfaces within 48 hours of defacement, including all areas of the job site for when the Project is under construction.

9. **Anti-Litter**. The site and surrounding area shall be maintained free of litter, refuse, and debris. Cleaning shall include keeping all publicly used areas free of litter, trash, and garbage.

10. **Roof, Wall, and Ground Level Equipment.** All mechanical equipment shall be screened and concealed from view in accordance with Section 33-1085 of the Escondido Zoning Code.

11. **Trash Enclosures.** All appropriate trash enclosures or other approved trash systems shall be approved by Planning and Engineering Services. The property owner or management company shall be responsible for ensuring that enclosures are easily assessable for garbage and recyclables collection; and that the area is managed in a clean, safe, and efficient manner. Trash enclosure covers shall be closed when not in use. Trash enclosures shall be regularly emptied. There shall be the prompt removal of visible signs of overflow of garbage, smells emanating from enclosure, graffiti, pests, and vermin.

12. **Staging Construction Areas.** All staging areas shall be conducted on the subject property, subject to approval of the Engineering Department. Off-site staging areas, if any, shall be approved through the issuance of an off-site staging area permit/agreement.

13. **Disturbance Coordinator.** The Applicant shall designate and provide a point-of-contact whose responsibilities shall include overseeing the implementation of Project, compliance with Permit terms and conditions, and responding to neighborhood concerns.

14. **Construction Waste Reduction, Disposal, and Recycling.** Applicant shall recycle or salvage for reuse a minimum of 65% of the non-hazardous construction and demolition waste for residential projects or portions thereof in accordance with either Section 4.408.2, 4.408.3, or 4.408.4 of the California Green Building Standards Code; and/or for non-residential projects or portions thereof in accordance with either Section 5.408.1.1, 5.408.1.2, or 5.408.1.3 of the California Green Building Standards Code. In order to ensure compliance with the waste diversion goals for all residential and non-residential construction projects, the Applicant must submit appropriate documentation as described in Section 4.408.5 of the California Green Building Standards Code for residential projects or portions thereof, or Section 5.408.1.4 for non-residential projects or portions thereof, demonstrating compliance with the California Green Building Standards Code sections cited above.

15. **Construction Equipment Emissions.** Applicant shall incorporate measures that reduce construction and operational emissions. Prior to the City's issuance of the demolition and

grading permits for the Project, the Applicant shall demonstrate to the satisfaction of the Planning Division that its construction contractor will use a construction fleet wherein all 50-horsepower or greater diesel-powered equipment is powered with California Air Resources Board ("CARB") certified Tier 4 Interim engines or equipment outfitted with CARB-verified diesel particulate filters. An exemption from this requirement may be granted if (i) the Applicant provides documentation demonstrating that equipment with Tier 4 Interim engines are not reasonably available, and (ii) functionally equivalent diesel PM emission totals can be achieved for the Project from other combinations of construction equipment. Before an exemption may be granted, the Applicant's construction contractor shall demonstrate to the satisfaction of the Director of Development Services that (i) at least two construction fleet owners/operators in San Diego County were contacted and those owners/operators confirmed Tier 4 Interim equipment could not be located within San Diego County during the desired construction schedule, and (ii) the proposed replacement equipment has been evaluated using the California Emissions Estimator Model ("CalEEMod") or other industry standard emission estimation method, and documentation provided to Planning Services confirms that necessary project-generated functional equivalencies in the diesel PM emissions level are achieved.

C. Parking and Loading/Unloading.

1. Upon construction of the dwelling units, a minimum of two off-street covered parking spaces shall be provided for each parcel at all times. Said parking spaces provided by the Applicant, and any additional parking spaces provided above the required minimum amount, shall be dimensioned per City standards and be maintained in a clean, well-marked condition. The striping shall be drawn on the plans or a note shall be included indicating double-striping per City standards.

2. No contractor or employee may store, or permit to be stored, a commercial or construction vehicle/truck; or personal vehicle, truck, or other personal property on public-right-of-way or other public property without permission of the City Engineer.

D. Landscaping: The property owner or management company assumes all responsibility for maintaining all on-site landscaping; any landscaping in the public right-of-way adjacent to the property, including potted plants; and any retaining and freestanding walls in a manner that satisfies the conditions contained herein.

1. Landscaped areas shall be maintained in a flourishing manner. Appropriate irrigation shall be provided for all landscape areas and be maintained in a fully operational condition.

2. All existing planting and planter areas, including areas within the public right-of-way, shall be repaired and landscaping brought into compliance with current standards. All dead plant material shall be removed and replaced by the property owner or management company.

3. If at the time of planning final inspection that it is determined that sufficient screening is not provided, the Applicant shall be required to provide additional landscaping improvements to the satisfaction of the Planning Division.

4. The landscaped areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan.

5. Failure to maintain landscaping and the site in general may result in the setting of a public hearing to revoke or modify the Permit approval.

6. Landscaping Plans. Applicant shall install all required improvements including screening walls, retaining walls, storm improvements, and landscaping in substantial conformance to the planting and irrigation schedule as shown on the final Approved Plan set.

a. A final landscape and irrigation plan shall be submitted to the Engineering Services Department for review and approval, if meeting any of the criteria listed under Section 33-1323 of the Zoning Code. Five copies of detailed landscape and irrigation plans shall be submitted to the Engineering Services Department with the second submittal lf the grading plan. The initial submittal of the landscape plans shall include the required plan check fees, paid in accordance with the prevailing fee schedule in effect at the time of submittal. Details of Project fencing and walls, including materials and colors, shall be provided on the landscape plans. (Building permits may also be required.) The landscape and irrigation plans shall be reviewed and approved by Planning Services and Engineering Services Department prior to issuance of grading permits, and shall be equivalent or superior to the conceptual landscape plans included as part of the Approved Plan set, to the satisfaction of Planning Services. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Landscape Standards) of the Escondido Zoning Code, except where stricter requirements are imposed by the State of California.

b. Screening walls, retaining walls, storm improvements, and landscaping (i.e. planting and irrigation) is to be provided prior to final occupancy.

c. The installation of the landscaping and irrigation shall be inspected by the Project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The Applicant shall submit the Certificate of Compliance to Planning Services and request a final inspection.

d. Any new freestanding walls and/or retaining walls shall incorporate decorative materials or finishes, and shall be indicated on the landscaping plans. (Building permits may also be required.) All freestanding walls visible from points beyond the Project site shall be treated with a protective sealant coating to facilitate graffiti removal. The sealant shall be a type satisfactory to the Director of Development Services.

e. New or retrofitted trash enclosures shall accommodate vertical climbing plants, vines with support trellis panels, clinging non-deciduous or fast growing shrubbery that will screen

the enclosures wall surface. The Director of Development Services shall find that the proposed landscaping design, material, or method provides approximate equivalence to the specific requirements of this condition or is otherwise satisfactory and complies with the intent of these provisions.

f. All manufactured slopes, or slopes cleared of vegetation shall be landscaped within thirty (30) days of completion of rough grading. If, for whatever reason, it is not practical to install the permanent landscaping, then an interim landscaping solution may be acceptable. The type of plant material, irrigation, and the method of application shall be to the satisfaction of Planning Services and the City Engineer.

g. All slopes shall be landscaped with suitable material to control erosion. All manufactured slopes over three (3) feet in height shall be landscaped with a combination of trees, shrubs, and groundcover. Fill slopes shall have a minimum of six (6) trees, fifteen (15) gallon in size and ten (10) shrubs, five (5) gallon size per 1,000 square feet of slope area plus ground cover. Groundcover shall provide one hundred percent coverage within one year of installation. Cut slopes shall have a minimum of six (6) trees, five (5) gallon in size and ten (10) shrubs, one (1) gallon size per 1,000 square feet of slope area plus ground cover. Groundcover shall provide one hundred percent coverage within one year of installation. The type of plant material shall be low maintenance, dought resistant, and fast growing, to the satisfaction of Planning Services. In particular, the ground cover shall be a fast-growing species which establishes quickly and is capable of choking out weeds. All slopes over three vertical feet shall be irrigated with an individual lot irrigation system approved by Planning and Building Services.

h. One 15-gallon street tree per 30 feet of linear frontage shall be provided along every frontage in, or adjacent to this subdivision in conformance with the Escondido Landscape Ordinance (EZC Article 62), and approved Street Tree List. Specimen size trees (min. 24-inch box per nursery standards) along with shrubs and groundcover, shall be incorporated into the landscape design along the proposed private road, Bernardo Avenue, and Hamilton Lane. The type and location of trees shall be identified on the landscape plans.

i. Any common open space areas shall be maintained through a landscape maintenance district, Homeowner's Association (HOA), or other means to the satisfaction of the City.

j. Any fencing proposed on individual lots shall be generally located at the top of slopes to the satisfaction of Planning Services.

E. Specific Planning Services Conditions:

a. All future habitable buildings within the subdivision shall be noise-insulated to maintain interior noise levels not to exceed 45 dBA. A final interior noise assessment shall be submitted prior to building permit issuance, and with the building plans during the plan

check process, demonstrating compliance with the interior noise requirements. Recommendations of the study shall be included in the building construction plans.

b. Prior to Final Map approval, a note shall be included on the Final Map, or other documents provided, stating that the grading shall be in conformance with the submitted conceptual design.

c. No street names are a part of this approval. The Applicant shall submit a separate request prior to Final Map recordation, through the Planning service area of Develoment Services. Street names shall be approved prior to Final Map approval.

d. Administrative Design Review shall be required prior to submittal of a grading permit. The Applicant shall submit a Design Review Permit pursuant to Article 64 (Design Review) of the Escondido Zoning Code prior to Grading Permit issuance for final plotting design.

e. Based on the sensitivity of the project site and the presence of P-37-012525, archaeological and Native American monitoring shall be required and conducted during all project-related ground disturbance, including but not limited to, grading and excavation for and installation of foundations and utilities. The Applicant shall provide evidence of contract with a tribe culturally and traditionally affiliated with the Project site area to Planning Services staff prior to any ground disturbance.

Within 30 days of the conclusion of all monitoring activities, an archaeological monitoring report shall be prepared by a qualified archaeologist and submitted to the appropriate parties detailing the results of all monitoring activities and any cultural resources identified. Any discoveries of cultural resources or human remains shall be addressed in accordance with the unanticipated discovery measures outlined below.

f. Mitiation Measures

The Project shall comply with all the requirements of the final adopted revised Mitigation Monitoring and Reporting Program attached as Exhibit “D” to Resolution No. 2026-03 and as summarized below:

Biological Resources

BIO-1 and **BIO-2:** To address direct impacts to non-native grasslands and coastal sage scrub, the proposed mitigation ratio is 0.25:1 through the purchase of habitat credits from an approved mitigation bank for non-native grassland. For impacts to 0.02 acres of coastal sage scrub, U.S. Fish and Wildlife and California Department of Fish and Game approval would be required. Mitigation measures would be enforced at the City’s discretion.

BIO-3: Impacts to native Live Oaks trees will be mitigated by relocating the four Live Oaks on-site and planting four new Live Oak trees on-site.

BIO-4: A qualified biologist must inspect trees for nests prior to any brushing, grading, tree relocation or construction within close proximity to, or within the existing Oaks discussed in the Biological Report's addendum of 2/14/07. If any active nests of sensitive species are found, no impacts will be allowed until all young have fledged.

BIO-5: The applicant shall provide funding to the satisfaction of the City for the five-year monitoring of the oak trees with sufficient reserve for the replacement of any dead/dying stock.

Hydrology/Water Quality

HYD-1: No drinking water wells are to be drilled on-site and no excavations shall be allowed on-site without proper permits.

g. No blasting shall be permitted as a part of this permit approval.

h. The proposed Stormwater basin shall be lined in the manner approved by the City Engineer.

F. Specific Fire Department Conditions:

a. Project is located in the Very High Fire severity zone and shall be constructed in compliance with the California Wildland Urban Interface Code (WUI).

b. An approved paved access and adequate water supply shall be provided prior to the start of construction.

c. A minimum hydrant fire flow of 1500 GPM at 20 PSI shall be provided for this Project.

G. Specific Engineering Services Conditions:

1. The Developer shall provide the City Engineer with a Subdivision Guarantee and Preliminary Title Report covering subject property.

2. The location of all existing on-site and adjacent utilities and storm drain facilities shall be determined by the Developer's engineer. If a conflict occurs with the proposed project or improvements, arrangements for relocation of the conflicting utilities/facilities shall be made with the owner of the utility/facility prior to approval of the Grading plans and Final Map. This utility/facility relocation work shall be completed prior to issuance of Building Permits.

3. Improvement plans prepared by a Civil Engineer, required for all public street, utility, and storm drain improvements, and Grading/Private Improvement plans prepared by Civil Engineer, required for all grading, drainage and private onsite improvement design, shall be submitted

for review through the City's virtual plan review portal and each shall contain all items on the Engineering Initial Submittal Checklists. Landscaping Plans shall be prepared by a Landscape Architect.

4. The Developer shall post securities in accordance with the City prepared Bond and Fee Letter based on a final Engineer's Estimate of Grading and Improvements Cost prepared by the project engineer. The Developer is required to provide a Grading Surety Bond together with a Cash Clean-up Deposit for all grading, landscaping, private Improvements and onsite drainage improvements prior to approval of Grading Plans and issuance of Grading Permit. The Cash Clean Up Deposit amount shall be 10% of the total cost of the project grading, private improvements, drainage, and landscaping. The Developer is required to provide Performance (100% of total public improvement cost estimate), Labor and Material (50% of total public improvement cost estimate) and Guarantee and Warrantee (10 % of total public improvement cost estimate) bonds for all public improvements prior to approval of the Improvement Plans and issuance of Building Permits. All improvements shall be completed prior to issuance of a Certificate of Occupancy.

5. As surety for the construction of required off-site and/or on-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the Developer with the City of Escondido prior to the approval of any Grading Plan or Building permit.

6. No Building Permits shall be issued for any construction within this Subdivision until the Final Subdivision Map is recorded and either:

    a) All conditions of the Tentative Subdivision Map have been fulfilled, or

    b) Those conditions unfulfilled at the time of an application for Building Permits shall be secured and agreements executed in a form and manner satisfactory to the City Attorney and City Engineer.

7. If site conditions change adjacent to the proposed development prior to completion of the project, the Developer will be responsible to modify his/her improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer.

8. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be determined by and corrected by the Developer to the satisfaction of the City Engineer.

9. The Tentative Map certified by the Planning Department that it is an accurate reproduction of the approved Tentative Map together with a copy of the final adopted Conditions of Approval must be included with the first Final Engineering submittal for plan check to the Engineering Department.

STREET IMPROVEMENTS AND TRAFFIC

1. Public street and drainage improvements shall be constructed to City Standards in effect at the time of the Tentative Map approval and shall be submitted on public improvement plans prepared by a Civil Engineer to the satisfaction of the City Engineer prior to first occupancy. Specific details, including final concrete driveway apron design for the project entrances,

concrete curb & gutter and sidewalk replacement, drainage, street lighting, etc. shall be resolved to the satisfaction of the City Engineer.

2. All structural improvements and overlays to public and private roadways shall adhere to the most recent Caltrans Standard specifications for asphalt concrete (AC), hot mix asphalt (HMA), asphalt binders (AB), and Portland cement concrete (PCC). Materials shall be sourced from a Caltrans-approved facility or supplier(s) based off the respective materials being replaced or improved upon. For AC or HMA replacement, materials shall be sourced from suppliers listed on the Caltrans "Asphalt Supplier Certification Program", or on the Caltrans "Job Mix Formula Prequalification Program", respectively. For AB replacement, materials shall be Caltrans-approved Class 2 Aggregate Base sourced from Caltrans-approved suppliers listed on the Caltrans "Aggregate Prequalification Program". All PCC shall have undergone the Caltrans Material Plant Quality Program (MPQP) to obtain their respective Plant Certification, and shall be listed on the MPQP "List of Active Plants in the State".

3. Prior to first occupancy the developer shall construct street improvements, including but not limited to, concrete curb, gutter, sidewalk, street lights, street trees, paving and base on the following streets adjoining the project boundary:

STREET	**CLASSIFICATION**
Bernardo Avenue	Local Collector
Hamilton Lane	Local Collector
Private Street	Rural Residential (28' curb to curb)

See appropriate typical sections in the current Escondido Design Standards for additional details.

4. The Developer shall widen Bernardo Avenue to Local Collector Standards along the project frontage with approximately 13 feet of new structural section and grind and overlay to 12' feet west of centerline.

5. The Developer shall widen Hamilton Lane to Local Collector Standards along the project frontage with approximately 33 feet of new structural section and grind and overlay beyond that as needed for transitions.

6. The project entrances shall be designed as a street intersection with curb returns, cross gutters, spandrels, and pedestrian ramps.

7. The onsite private street shall be designed and constructed per the City's Rural Residential Street Standard with a "hammerhead" emergency vehicle turn-around at its terminus to the satisfaction of the Fire Marshal. A 4.5-foot-wide concrete sidewalk shall be required along the west side only. Parking will only be allowed on the west side and parking restriction signing and striping will be required along the east side and within the emergency vehicle turn-around area. Typical sections and design details shall be to the satisfaction of the City Engineer. The required CC&Rs shall include provisions for the Home Owner's Association to maintain all aspects of this private street.

8. The developer shall be required to construct a LED street lights in accordance with Escondido Standard Drawing No. E-1-E on the project corner of the Bernardo Ave. and Hamilton Lane intersection and on Bernardo Lane at the project's southerly boundary.

9. The private street shall be adequately illuminated to the satisfaction of the City Engineer and Fire Marshal. This lighting shall be maintained by the Home Owner's Association as detailed in the CC&Rs.

10. The Developer shall construct a high visibility cross walk across the south leg of Bernardo Avenue at the Bernardo Avenue and Hamilton Lane intersection.

11. The Developer's engineer shall prepare and submit for approval by the City Engineer a complete final Signing and Striping plan for all improved and modified roadways. The Developer will be responsible for removal of all existing and the construction of all new signing and striping in compliance with the current CA MUTCD standards and to the satisfaction of the City Engineer.

12. The Developer shall construct additional transitional paving within the existing rights-of-way as needed to accommodate any required lane striping alignment and/or transitions per the above required Signing and Striping plan to the satisfaction of the City Engineer.

13. The Developer shall repaint all pavement striping and markings adjacent to the project that have been damaged and prematurely faded due to project construction traffic to the satisfaction of the City Engineer.

14. Adequate horizontal sight distance shall be provided at the project entrance. Increased parkway widths, open space easements, and restrictions on landscaping may be required at the discretion of the City Engineer.

15. Pedestrian access routes meeting current ADA requirements shall be provided into the project to the satisfaction of the City Engineer and City Building Official.

16. Any proposed gated entrance shall be privately operated and maintained by the Home Owner's Association and shall be approved by the City Engineer, Building Official, and the Fire Marshal.

17. 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.

GRADING and SITE IMPROVEMENTS

1. A site grading and erosion control plan prepared by a registered Civil Engineer shall be approved by the Engineering Department prior to issuance of building permits. The first submittal of the grading plan shall be accompanied by 3 copies of the preliminary soils and geotechnical report. The Soils Engineer will be required to indicate in the soils report that he/she has reviewed the grading design and found it to be in conformance with his/her recommendations.

2. All private driveways and parking areas shall be paved with a minimum of 3" AC over 6" of AB or 7" PCC over 6" AB. All paved areas exceeding 15% slope or less than 1.0% shall be paved with PCC.

3. Any proposed retaining walls not a part of the building foundations or stem walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retaining wall design is in conformance with the recommendations and specifications as outlined in the Geotechnical report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by Regional or City Standard Drawings. Stem walls, foundation structures, or deepened footings that are to be constructed as part of a building structure will be permitted as part of the Building Dept. plan review and permit process.

4. The Developer will be required to obtain permission from adjoining property owners for any off-site grading or work necessary to construct the project and/or the required improvements.

5. Erosion control, including riprap, interim slope planting, sandbags, or other erosion control measures shall be provided to control sediment and silt from the project. The Developer shall be responsible for maintaining all erosion control facilities throughout the project.

6. The Developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.

7. A Construction General Permit is required from the State Water Resources Control Board for all storm water discharges associated with a construction activity where clearing, grading, and excavation results in a land disturbance of one or more acres.

8. All blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.

9. All existing foundations, structures, trees not otherwise than those designated "to remain" on the Tentative Map, shall be removed or demolished from the site.

10. Unless specifically permitted to remain by the County Health Department, all existing wells within the project or affected by the off-site improvements shall be abandoned and capped, and all existing septic tanks within the project or affected by the off-site improvements shall be pumped and backfilled per County Health Department requirements.

11. All driveway grades shall conform to current Escondido Design Standards and Escondido Standard Drawings.

DRAINAGE

1. Final on-site and off-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a Drainage Study to be prepared by the Engineer of Work. The drainage study shall be in conformance with the City of Escondido Design Standards.

2. The outlet for the project's large storm water basin shall connect to the existing 36-inch reinforced concrete storm drain system in Bernardo Ave. south of the project near Park Place. Developer shall construct a public type "B" curb inlet and extend an 18-inch reinforced concrete pipe storm drain in Bernardo Ave. to make this connection. Work in the area of this storm drain connection at Park Place will likely require an Encroachment Permit from the County.

3. All on-site storm drains not in public easements are private. The responsibility for maintenance of these private storm drains, the storm water basin and treatment facilities shall be that of the Home Owners Association and clear provisions for this maintenance shall be included in the CC&Rs.

4. The project shall limit drainage flows to their pre-construction rates. Details and calculations for the detention basins shall be submitted and approved as part of the grading plan check.

5. A Storm Water Quality Management Plan (SWQMP) in compliance with the City's latest adopted Storm Water Design Manual shall be prepared for all newly created or replaced onsite impervious areas, impervious frontage, and required offsite improvements. The SWQMP shall be submitted for approval with the final improvement and grading plans. The SWQMP shall include treatment and hydromodification calculations, post-construction storm water treatment measures, and maintenance requirements and responsibilities both for onsite treatment and also any "Green Street" facilities located in the public right-of-way. The SWQMP shall demonstrate how proposed proprietary best management practices meet bio-filtration treatment requirements in accordance with the City's Storm Water Design Manual.

6. All site drainage with emphasis on the parking and driveway areas shall be treated to remove expected contaminants using a high efficiency non-mechanical method of treatment. The City highly encourages the use of bio-retention areas as the primary method of storm water retention and treatment. The landscape plans will need to reflect these areas of storm water treatment.

7. The Developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement (SWCFMA). This recorded SWCFMA shall be referenced in the CC&Rs.

8. The Developer's engineer shall design and the Developer shall construct any permeable surfaces proposed for the project to the specifications of the County of San Diego Green Streets manual in effect at the time the grading permits are issued. All permeable surfaces within the project footprint that are subject to vehicular traffic shall be designed for H20 loading.

9. The property owners shall perpetually maintain any permeable surfaces in accordance to the standards established by the County of San Diego Green Streets manual in effect at the time the grading permits are issued. City shall have the right to inspect all permeable surfaces as needed to ensure they function as designed. City shall have the right to require qualified third-party testing at the property owner's expense when surface failure is suspected. Contractor qualifications are outlined in the County of SD Green Streets manual. The project owner will be required to repair or reinstall the permeable surface for all failing surfaces to County of SD Green Streets manual standards in place at the time of the grading permit. In the event of failure to maintain the permeable pavers system that result in not functioning as designed, the project owner will be responsible to replace the pervious pavers system with an alternate

method of storm water treatment system or will be required to transition the project to a priority storm water development project by complying with the applicable requirements, including development of a Storm Water Quality Management Plan and the installation of structural best management practices.

WATER SUPPLY

1. The proposed project is located within the Rincon Del Diablo water service area. The Developer is required to consult with Rincon Del Diablo Water District regarding required water improvements.

2. Fire hydrants together with an adequate water supply shall be installed at locations approved by the Fire Marshal. Fire hydrants shall connect to a minimum 8-inch water main.

SEWER

1. The Developer is required at their sole expense to design and construct an on-site 8-inch public PVC sewer main. The on-site sewer main shall connect to the existing 12-inch sewer main in Bernardo Avenue.

2. 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.

3. 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.

4. 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.

5. The project design shall be such that all existing or new sewer manholes are accessible at all times by City Vactor trucks for maintenance.

6. The Developer shall cap and plug at the public sewer main all sewer lines and laterals to be abandoned, to the satisfaction of the Utilities Engineer and the City Inspector.

7. The location of all sewer laterals shall be shown on the grading and improvement plans.

8. All public sewer mains shall be located in the right-of-way or within a minimum 15-foot public utility easement (PUE). Private storm drains, private utilities and permanent structures are not allowed within the PUE.

LANDSCAPE

1. A site landscaping and irrigation plan shall be submitted to the Engineering Department with the second submittal of the grading plan for review and approval by Engineering and Planning Departments. The initial submittal of the landscape plans shall include the required plan check fees.

FINAL MAP - EASEMENTS AND DEDICATIONS

1. All existing and proposed easements, both private and public, affecting subject property shall be shown and clearly labeled on the Final Map and all applicable plan sets.

2. The Developer shall make all necessary dedications for public right-of-way along the project's frontages on the following public streets to bring these public roadways to the indicated City Classifications:

STREET	CLASSIFICATION
Bernardo Avenue	Local Collector
Hamilton Lane	Local Collector

3. The Developer shall dedicate on the final map, a 20-foot radius corner rounding at the project's northwest corner (SE corner of Hamilton Ln. and Bernardo Ave.)

4. 43-foot-wide private access easements covering the project's private road shall be proposed on the final map to be granted to the Home Owner's Association upon future transfer of title.

5. 10-foot minimum width private drainage easements covering all private drainage and stormwater basins and facilities shall be proposed on the final map to be granted to the Home Owner's Association upon future transfer of title.

6. A 20-foot minimum width public utility easement across Lots 1 and 2 centered over the proposed public sewer main extension into the project from Bernardo Avenue shall be granted to the City on the final map.

7. A 43-foot-wide public utility easement and emergency access easement overlaying the project's private road shall be granted to the City on the final map.

8. The Developer is responsible for making the arrangements to quitclaim any easements of record which conflict with the proposed development prior to approval of the final map. If an easement of record contains an existing utility that must remain in service, proof of arrangements to quitclaim the easement once new utilities are constructed must be submitted to the City Engineer prior to approval of the Final Map. Building permits will not be issued for lots in which construction will conflict with existing easements or utilities, nor will any securities be released until the existing easements are quitclaimed.

REPAYMENTS AND FEES

1. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public or private property and improvements, install new BMPs, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by the City for cleanup or damage will be drawn from this security and the grading permit will be revoked by written notice to the Developer until the required cash security is replaced. The cleanup cash security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, drainage, landscaping, and best management practices items

of work with a minimum of $5,000 up to a maximum of $50,000, unless a higher amount is deemed necessary by the City Engineer.

2. A Hamilton Lane Storm Drain Repayment in the approximate current** amount of $82,396 ($39,236 per acre) per City Ordinance 91-26 is due to the City of Escondido for reimbursement towards previously constructed drainage improvements that protect this property.

** This Hamilton Storm Drain Repayment Basin fee is subject to an 8% annual increase every July 1st.

3. A sewer repayment of $3,823.58 per City Resolution 96-16 is due to the City of Escondido for existing sewer improvements that will serve this development

4. The Developer shall be required to pay all development fees of the City then in effect at the time, and in such amounts as may prevail when building permits are issued.

UTILITY UNDERGROUNDING AND RELOCATION

1. All existing overhead utilities within the subdivision boundary or along fronting streets shall be relocated underground as required by the Subdivision Ordinance. The developer may request a waiver of this condition by writing a letter to the City Engineer explaining his/her reasons for requesting the waiver. The developer will be required to pay a waiver fee as adopted by City Council resolution.

2. The Developer shall sign a written agreement stating that he has made all such arrangements as may be necessary to coordinate and provide utility construction, relocation and undergrounding. All new utilities shall be constructed underground.

CC&R's

1. Copies of the CC&R's shall be submitted to the Engineering Department and Planning Department for approval and shall be recorded prior to approval and recording of the Final Map.

2. The Developer shall make provisions in the CC&R's for maintenance by the Home Owners' Association of the private street, private storm water and drainage facilities, private street lighting, landscaping both onsite and within fronting public right-of-ways. These provisions must be approved by the Engineering Department prior to approval of the Final Map.

3. The CC&R's must state that the Home Owners' Association assumes liability for damage and repair to City utilities in the event that damage is caused by the property owners' association when repair or replacement of private utilities is done.

4. The CC&R's must state that (if stamped concrete is used in the private driveway) the homeowners' association is responsible for replacing the stamped concrete in kind if the City has to trench the street for repair or replacement of an existing utility.

STAFF REPORT

December 2, 2026
File Number 0680-10

SUBJECT

INTERIM URGENCY ORDINANCE PROHIBITING THE CONVERSION OF AGE-RESTRICTED MOBILE HOME PARKS TO ALL-AGE MOBILE HOME PARKS WITHIN THE CITY OF ESCONDIDO

DEPARTMENT

Development Services Department

RECOMMENDATION

Request the City Council adopt Ordinance No. 2026-22, approving an Interim Urgency (moratorium) Ordinance to prohibit the conversion of age-restricted or "senior" mobile home parks to all-age mobile home parks within the City of Escondido.

Staff Recommendation: Approval (Development Services: Kevin Snyder, AICP, Director of Development Services)

Presenter: Garrett Smith, City Planner

ESSENTIAL SERVICE – Yes, Land Use/Development

COUNCIL PRIORITY – Improve Public Safety

FISCAL ANALYSIS

No direct fiscal costs are associated with the adoption of this Interim Urgency Ordinance.

BACKGROUND

Residents of age-restricted or "senior" mobile home park communities within the City of Escondido have been notified that the parks, in which they reside, are being considered by the park owners to convert to all-age mobile home parks. Within recent months these residents have elevated the matter to the Escondido City Council, expressing concerns including, but not limited to, potential changes in the park character, safety, fixed incomes of many senior residents relative to housing scarcity at an affordable rate, competition of housing if parks accommodate more households with all age groups, and other safety concerns such as increased on-street parking on substandard width streets that could restrict emergency vehicles responding to a vulnerable population.

CITY of ESCONDIDO

STAFF REPORT

At its meeting of October 25, 2026, the City's Housing Subcommittee received a presentation from Development Services Department staff concerning the state of mobile home parks within the City of Escondido. This presentation generally covered the location and number of mobile home parks, those which are age-restricted, information concerning existing safeguards regarding increases in rental rates, as well as other information such as regulations governing mobile home parks. At the conclusion of the Subcommittee meeting, City staff were requested to return to the entire City Council at a future date to provide a presentation on the matter as well as supply an interim urgency (moratorium) ordinance for City Council consideration which may include an "overlay zone" or other regulatory or land use approach to address the conversion of age-restricted mobile home parks.

At current time, City zoning and other regulations do not specifically address or restrict the conversion of age-restricted mobile home parks to all-age parks. Should City Council choose to adopt an interim urgency ordinance on the conversion of age-restricted mobile home parks to all-age parks, a specified period of time would be allocated for City staff to assess the potential impacts of park conversions as well as research possible approaches for regulating any age-based conversions of mobile home parks.

Urgency Ordinance

California Government Code Section 65858 provides that, without following the procedures otherwise required prior to the adoption of a zoning ordinance, an urgency measure in the form of an interim ordinance may be adopted by a four-fifth vote of the City Council to protect the public from a current and immediate threat to the public health, safety, or welfare resulting from a contemplated zoning proposal.

Section 65858 further provides that such an urgency measure shall expire 45 days following its adoption; however, such measure may be extended beyond the initial 45-day period, following compliance with Government Code Section 65868, for an additional 10 months and 15 days, and subsequently for an additional 12 months. Government Code Section 65858(d) requires the City issue a written report describing the measures taken to alleviate the condition which led to the adoption of the initial interim ordinance 10 days prior to expiration (i.e., 35-days after passage of the interim ordinance) for purposes of extending the urgency ordinance. Subsequent to the written report, Government Code Section 65858(a) allows for an initial 10-month and 15-day extension to provide the City with additional time to study the potential impacts of age-based mobile home park conversions and measures for mitigating the public safety, health and welfare concerns described above and in the attached draft Ordinance.

With adoption of Ordinance No. 2026-22, the City Council would effectively prohibit any conversions of age-restricted or "senior" mobile homes parks to all-age mobile home parks for any location or property within the City for the immediate preservation of public health, safety, and welfare based on the findings detailed in the Ordinance.

CITY of ESCONDIDO

STAFF REPORT

CEQA Determination

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

ORDINANCES

a. Ordinance No. 2026-22

ORDINANCE NO. 2026-22

AN INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858 AND 33937(b) ESTABLISHING A FORTY-FIVE (45) DAY TEMPORARY MORATORIUM ON THE CONVERSION OF AGE-RESTRICTED OR "SENIOR" MOBILE HOME PARKS TO ALL-AGE MOBILE HOME PARKS WHILE THE CITY STUDIES POTENTIAL LAND USE REGULATIONS TO PRESERVE SENIOR HOUSING OPPORTUNITIES; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA

WHEREAS, the City of Escondido, California, ("City") is a general law municipal corporation, duly organized and operating under the constitution and laws of the State of California, with the authority to adopt and enforce land use regulations within its boundaries pursuant to its constitutional police powers and the Planning and Zoning Law; and

WHEREAS, the City has recently received significant public testimony and concern expressed over the potential of age-restricted mobile home parks being converted to all-age parks; and

WHEREAS, at its meeting of October 25, 2026, the City Council's Housing Subcommittee received a presentation concerning the state of age-restricted mobile home parks and related housing, rental increase, and regulatory information; and

WHEREAS, at the conclusion of the October 25, 2026 Housing Subcommittee meeting, City staff were requested to return to the entire City Council at a future date to provide an additional presentation on the matter as well as craft an interim urgency (moratorium) ordinance should the Council determine that a moratorium should be enacted; and

WHEREAS, the City Council of the City of Escondido finds that there is a current and immediate threat to the public health, safety, and welfare arising from the potential conversion of age-restricted

senior mobile home parks to all-age occupancy. Accordingly, pursuant to Government Code Sections 65858 and 36937(b), the City Council adopts this interim urgency ordinance.

NOW, THEREFORE, the City Council hereby finds, determines and declares as follows:

SECTION 1. FINDINGS AND DECLARATION OF URGENCY.

WHEREAS, the City contains mobile home parks that have historically operated as age-restricted housing for older adults pursuant to applicable state and federal laws governing housing for older persons; and

WHEREAS, Senior mobile home parks provide an important source of naturally occurring affordable housing for older adults, retirees, persons living on fixed incomes, and other residents seeking stable housing opportunities within the community; and

WHEREAS, residents of senior mobile home parks frequently make substantial investments in their homes and communities. Although commonly referred to as mobile homes, relocation of such homes is often physically impractical, economically infeasible, or impossible due to age, condition, transportation costs, and the limited availability of replacement spaces; and

WHEREAS, the preservation of existing senior housing opportunities promotes housing stability, aging in place, neighborhood continuity, and the public health, safety, and welfare of the community; and

WHEREAS, California and the San Diego region continue to experience significant housing affordability challenges characterized by rising housing costs, limited housing inventory, and increased competition for affordable housing opportunities; and

WHEREAS, the City Council finds that increasing housing demand may create economic incentives for owners and operators of age-restricted mobile home parks to eliminate senior occupancy restrictions

and convert such parks to all-age occupancy; and

WHEREAS, conversion of senior mobile home parks to all-age occupancy may result in the permanent loss of a unique and limited housing resource serving older adults and may significantly reduce the availability of affordable housing opportunities for seniors within the City; and

WHEREAS, the City Council further finds that the loss of senior mobile home parks may impair the ability of older adults to remain within the community and may increase housing instability for residents who depend upon age-restricted housing opportunities; and

WHEREAS, once a senior mobile home park loses its age-restricted status and becomes occupied by residents of all ages, restoration of that status may become difficult or impossible, thereby frustrating future municipal efforts to preserve housing opportunities for older adults; and

WHEREAS, the City has initiated a study of potential amendments to the Escondido Municipal Code, zoning regulations, and related housing regulations intended to preserve senior housing opportunities and prevent the premature loss of age-restricted mobile home parks; and

WHEREAS, potential regulations under consideration to address the conversion of age-restricted mobile home parks include, but are not limited to:

1) A Senior Mobile Home Park Overlay Zone;
2) Conditional Use Permit requirements for proposed conversions of senior mobile home parks;
3) Senior Housing Impact Report requirements;
4) Age-verification procedures and annual compliance certifications;
5) Affordable housing preservation measures;
6) Housing Element implementation programs;

7) Operational standards applicable to senior mobile home parks;
8) Additional findings required for conversion requests;
9) Anti-displacement measures; and
10) Other zoning, land use, and housing regulations necessary to preserve housing opportunities for older adults; and

WHEREAS, approval of conversions during the period in which the City is studying and preparing such regulations would create a current and immediate threat to the public health, safety, and welfare because such conversions could permanently eliminate senior housing opportunities before the City has the opportunity to evaluate and adopt appropriate long-term regulations; and

WHEREAS, preservation of existing age-restricted housing opportunities is consistent with the objectives of the City's General Plan and Housing Element, including policies promoting housing diversity, affordable housing preservation, housing opportunities for seniors, and aging in place; and

WHEREAS, Government Code Section 65858 authorizes the City to adopt interim ordinances prohibiting land uses that may conflict with zoning proposals that the legislative body is considering, studying, or intends to study within a reasonable time; and

WHEREAS, Government Code Section 36937(b) authorizes the City Council to adopt an urgency ordinance that becomes effective immediately upon adoption when necessary for the immediate preservation of the public peace, health, or safety and upon declaration of the facts constituting the urgency; and

WHEREAS, the facts set forth in this Ordinance demonstrate a current and immediate threat to the preservation of senior housing opportunities within the City and establish the necessity for immediate effectiveness of this Ordinance; and

WHEREAS, Pursuant to Government Code Section 65858, the City Council finds that an interim urgency ordinance is necessary to preserve the public health, safety, and welfare while the City completes its evaluation of potential permanent regulations.

SECTION 2. PURPOSE.

The purpose of this Ordinance is to temporarily preserve existing senior mobile home parks while the City studies and considers permanent zoning, housing, and land use regulations intended to protect senior housing opportunities and prevent the premature loss of age-restricted mobile home communities.

SECTION 3. DEFINITIONS.

For purposes of this Ordinance, the following definitions shall apply:

A. Senior Mobile Home Park

"Senior Mobile Home Park" means any mobile home park that, on the effective date of this Ordinance:

1. Qualified or was intended to qualify as housing for older persons under applicable federal or state law;
2. Was operated, advertised, represented, marketed, or maintained as a senior, age-restricted, or fifty-five-and-older (55+) mobile home park;
3. Maintained rules, rental agreements, leases, occupancy standards, covenants, or policies that restricted occupancy based on age; or
4. Maintained occupancy in which at least eighty percent (80%) of occupied spaces contained at least one resident fifty-five (55) years of age or older.

B. Conversion

"Conversion" means any action that would directly or indirectly eliminate, remove, suspend, terminate, reduce, or otherwise alter age-restricted occupancy requirements applicable to a Senior Mobile Home Park, resulting in occupancy by residents of all ages.

Conversion includes, but is not limited to:

1. Amendment of park rules;
2. Amendment of occupancy policies;
3. Amendment of leases, rental agreements, or residency requirements;
4. Termination of a Housing for Older Persons designation;
5. Marketing or operating a senior park as an all-age community; or
6. Any other action having the effect of converting a Senior Mobile Home Park to all-age occupancy

SECTION 4. MORATORIUM ON CONVERSIONS.

Notwithstanding any other provision of the Escondido Municipal Code, during the effectiveness of this Ordinance:

A. No owner, operator, manager, lessee, applicant, or other person shall convert, or take any action to convert, a Senior Mobile Home Park to an all-age mobile home park.
B. No owner, operator, manager, lessee, applicant, or other person shall eliminate, suspend, waive, amend, modify, terminate, or otherwise alter age-restriction requirements applicable to a Senior Mobile Home Park.
C. No owner, operator, manager, lessee, applicant, or other person shall adopt, publish, record, distribute, implement, or enforce revised park rules, occupancy standards, residency requirements, rental agreements, lease provisions, or operating procedures which would authorize, facilitate, or result in occupancy inconsistent with the park's age-restricted status.

D. No City department, officer, employee, commission, board, hearing body, or decision-making authority shall approve, issue, or grant any entitlement, permit, license, authorization, determination, or approval that would authorize, facilitate, or contribute to a conversion prohibited by this Ordinance.

SECTION 5. EXEMPTIONS.

Nothing in this Ordinance shall prohibit:

A. Actions required by state or federal law.
B. Transfers, sales, refinancing, or changes in ownership of a Senior Mobile Home Park that do not alter the park's age-restricted status.
C. Administrative actions necessary to maintain compliance with federal or state laws governing housing for older persons.
D. Routine operation and maintenance of an existing Senior Mobile Home Park.

SECTION 6. DIRECTION TO STAFF.

During the effective period of this Ordinance, City staff shall evaluate and may prepare recommendations regarding:

A. A Senior Mobile Home Park Overlay Zone;
B. Procedures for designation and removal of overlay properties;
C. Conditional Use Permit requirements for conversion requests;
D. Required findings for potential conversion requests;
E. Senior Housing Impact Reports;
F. Age-verification and annual reporting requirements;

G. Housing Element implementation measures;

H. Affordable housing preservation measures;

I. Anti-displacement strategies;

J. General Plan and zoning code amendments;

K. CEQA compliance procedures; and

L. Any additional regulations deemed necessary to preserve housing opportunities for older adults.

SECTION 7. DETERMINATION OF URGENCY.

Pursuant to Government Code Sections 65858 and 36937(b), the City Council hereby finds that there is a current and immediate threat to the public health, safety, and welfare arising from the potential conversion of Senior Mobile Home Parks to all-age occupancy prior to completion of the City's study of permanent zoning, housing, and land use regulations.

The City Council further finds that allowing such conversions during the pendency of the City's study may result in the permanent loss of age-restricted housing opportunities serving older adults, frustrate the City's ability to adopt effective preservation measures, impair implementation of Housing Element policies, and undermine regulations currently under consideration.

The City Council therefore declares that immediate adoption and effectiveness of this Ordinance is necessary for the immediate preservation of the public health, safety, and welfare.

Accordingly, this Ordinance is adopted as an interim urgency ordinance pursuant to Government Code Section 65858 and shall become effective immediately pursuant to Government Code Section 36937(b).

SECTION 8. CEQA.

A. The City Council finds that adoption of this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15061(b)(3) and 15308 because it can be seen with certainty that the Ordinance will not have a significant effect on the environment and because the Ordinance constitutes an action taken by a regulatory agency for the protection of the environment and natural resources.

   Alternatively, the Ordinance is not a project within the meaning of CEQA because it constitutes a temporary moratorium adopted for the purpose of studying potential land use regulations.

SECTION 9. PENALTIES.

The penalties for land use violations that are prescribed in Sections 33-1310 through 33-1313 of the Municipal Code shall apply to violations of the provisions of this interim ordinance.

SECTION 10. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, and portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 11. CONSTRUCTION.

This ordinance must be broadly construed to achieve the purposes stated herein and consistent with the Section 1 Findings. It is the City Council’s intent that the provisions of this ordinance be interpreted and

implemented by the City and others in a manner that facilitates the purposes set forth herein.

SECTION 12. EFFECTIVE DATE; DURATION; EXTENSION.

A. This ordinance is adopted as an urgency measure pursuant to Government Code section 65858 as necessary for the immediate preservation of the public peace, health, and safety. Pursuant to Government Code section 36937(b), this ordinance shall take effect immediately upon its adoption by at least a four-fifths (4/5) vote of the City Council.

B. This interim ordinance is intended to supplement, not to duplicate or contradict, applicable state and federal law and shall be interpreted in light of that intent.

C. Unless extended by City Council, this ordinance shall remain in effect for 45 days until close of business on January 16, 2027. Any extension of this ordinance shall require notice and a public hearing in compliance with Government Code section 65858, and shall be supported by written findings that the conditions warranting the Moratorium Period continue to exist.

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

STAFF REPORT

December 2, 2026
File Number 0800-10

SUBJECT

PL23-0273/PL23-0274/PL23-0275/PL23-0276/PL25-0275/PL26-0010: 855 Brotherton Road – The Alexan and Bethel Baptist Church

DEPARTMENT

Planning Services, Development Services Department

RECOMMENDATION

Request the City Council take the following actions in support of the proposed project:

1. Adopt Resolution No. 2026-185 certifying a Final Environmental Impact Report, adopting California Environmental Quality Act Findings, and a Mitigation Monitoring and Reporting Program prepared for the project.

2. Adopt Resolution No. 2026-186, approving a General Plan Amendment to amend the City's adopted 2012 General Plan changing the land use designation of the subject site from Planned Office (PO) to Urban V (U5), and ancillary text changes.

3. Introduce Ordinance No. 2026-21, approving a Zone Map Amendment to amend the Citywide Zoning Map changing the zoning district of the subject site from Residential Estates (RE-20) to Very High Multiple Family District (R-5-30).

4. Adopt Resolution No. 2026-187, approving a Major Plot Plan, Density Bonus Request, Adjustment Plat, and Design Review Permit for construction of 258 multi-family units, inclusive of 13 very-low-income units.

5. Adopt Resolution No. 2026-188, approving a Conditional Use Permit Modification, Design Review Permit, and Grading Exemption for construction of a 24,656 square-foot addition to an existing religious facility, and to permit fill slopes up to 12'-0" in height.

Staff Recommendation: Approval (Development Services, Kevin Snyder AICP, Director of Development Services)

Presenter: Ivan Flores, AICP, Principal Planner

ESSENTIAL SERVICE – Yes, Land Use/Development

COUNCIL PRIORITY –Drive Community and Land Development

CITY of ESCONDIDO

STAFF REPORT

FISCAL ANALYSIS

The Applicant will be responsible for payment of all applicable Development Impact Fees at time of building permit issuance.

PREVIOUS ACTION

On May 24, 2023, the City Council authorized further processing of the request to amend the General Plan (Attachment "1" – City Council Staff Report, dated May 24, 2023).

BACKGROUND

Figure 1 – Project Vicinity



The Project site is located at the southeast corner of Felicita and Brotherton Road, immediately north of the Interstate 15 (**Figure 1** – Project Vicinity), and is addressed as 855 Brotherton Road, Escondido, CA ("Property"). The site is approximately 14.83-acres, and is developed with an existing religious facility consisting of a sanctuary building, and two classroom buildings located immediately to the east of the sanctuary building. The Property is currently accessed via three driveways along Brotherton Road, and is generally surrounded by low density residential uses, and an educational facility.

On May 2, 2023, Trammell Crow, represented by Greg Moiseve ("Applicant"), submitted an application for a General Plan Amendment, Zone Map Amendment, Major Plot Plan, Density Bonus Request, and Design Review Permit to facilitate construction of 258 multi-family units (**Figure 2** – Alexan Site Plan); and, a Conditional Use Permit Modification, and Design Review Permit to demolish the existing 24,395 square-foot (sq. ft.) sanctuary building, and construction of a 24,627 sq. ft. sanctuary building east of the existing classroom buildings (**Figure 3** – Bethel Baptist Church Site Plan) ("Project").

Additionally, the Applicant requests approval of an Adjustment Plat to adjust the existing boundaries of the Property to facilitate construction of the multi-family component of the Project, and a Grading Exemption to construct fill slopes up to 12'-0" in height along the easterly property line boundary for the Bethel Baptist Church.

CITY of ESCONDIDO

STAFF REPORT

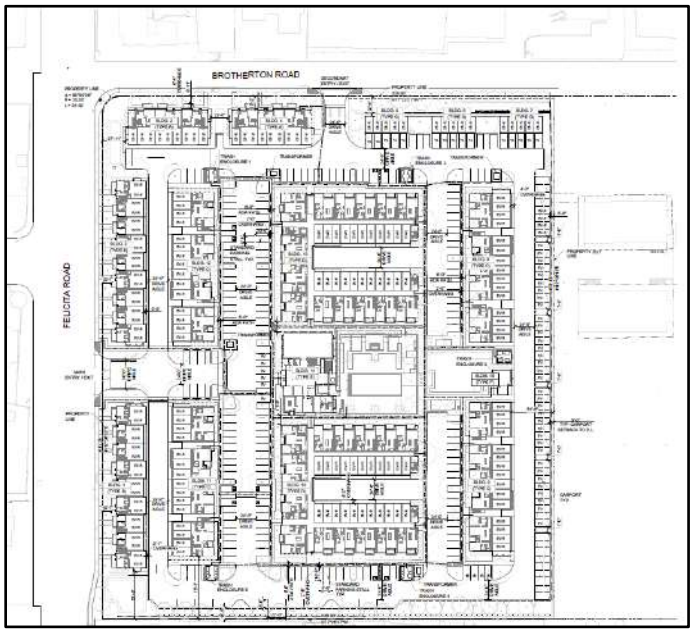

Figure 2 – Alexan Site Plan

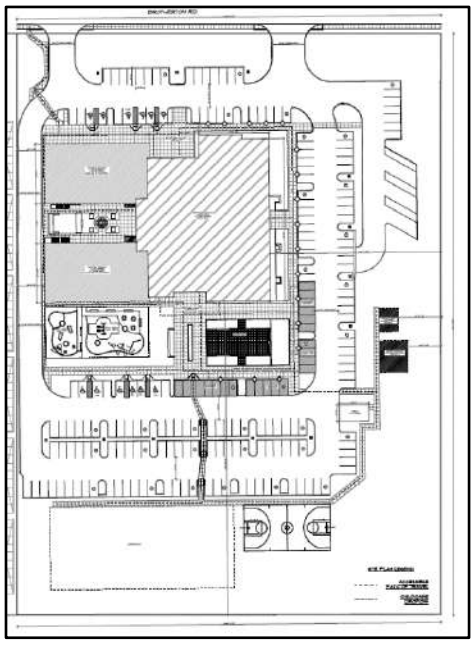

Figure 3 – Bethel Church Site Plan

PLANNING COMMISSION ACTION

On August 11, 2026, the Planning Commission held a duly noticed public hearing to discuss the proposed Project. There were approximately sixty (60) public speakers with varying levels of opposition and support. The Planning Commission minutes have been attached to the City Council Staff Report for the City Council's consideration (Attachment "2" – August 11, 2026 Planning Commission Minutes).

As detailed in the attached Planning Commission minutes, the general concerns identified by the public speakers primarily centered on the following themes: traffic congestion, the appropriateness of the Project's request relative to the increase in density, and the lack of the appropriate infrastructure to service the development. Those in support of the Project identified the need for additional housing opportunities given the housing crisis, and revitalization and modernization of the existing Bethel Baptist Church.

After several hours of public comment, the Planning Commission members deliberated amongst themselves regarding the proposed development, and the appropriateness of the request. Most notably, there was discussion regarding the Traffic Impact Analysis ("TIA") that was prepared for the Project, and whether it was done appropriately given the concerns raised by the public; and, whether the Project was

consistent with the surrounding neighborhood. The Commission discussion also identified that the existing zoning is inconsistent with the existing general plan land use designation, the need for more housing, and the improvements that will be completed upon completion of the Project.

Ultimately, a motion was made by Commissioner Weiler to adopt Resolution No. 2026-08R recommending that the City Council certify the Final Environmental Impact Report ("FEIR"), and approve the development Project with an added condition to install "No Parking" signs along Brotherton Road. The motion ultimately failed due to a 2-2 vote (Commissioners Gustafson and Jester opposed, and Commissioners Speer and Weiler in favor); no alternative motion was provided by the Commissioners, and consequently the Planning Commission failed to reach any type of recommendation on the Project.

Notwithstanding the lack of a Planning Commission recommendation, City staff has reviewed the record, including all testimony provided during the public hearing and the Commissions deliberation, and recommends that the City Council certify the FEIR, adopt the California Environmental Quality Act ("CEQA") Findings, and Mitigation Monitoring and Reporting Program, and approve the Project. The information presented during the Planning Commission hearing did not present new evidence or information indicating that the findings necessary for approval of the Project in its totality could not be made in support of the Project; therefore, City staff continues to recommend approval of the Project.

ANALYSIS

As detailed in the "Background" section of this Staff Report, the Project includes multiple requests to facilitate the development of the Alexan and redevelopment of the Bethel Baptist Church. In order to do so, the Applicant request includes an amendment to the City's adopted 2012 General Plan, and the citywide zoning map to create consistency with the proposed amendment. The proposed amendments to both regulatory documents would allow for continuation and redevelopment of the existing Bethel Baptist Church, and allow for development of a multi-family use on the parcel to the west.

General Plan Amendment

The Project includes a General Plan Amendment to amend the existing underlying land use designation from Planned Office (PO) to Urban V (U5). Furthermore, the Property is located within a target area known as the "Felicita Corporate Office" area. The intent of the target areas as detailed in the 2012 General Plan is to concentrate specific types of developments in areas where land use changes are anticipated and encouraged to implement core themes focused on: opportunities to live, work, and play; protect, preserve, and revitalize neighborhoods; and, conserve and sustain resources. The General Plan identifies a total of nine target areas located throughout the City.

The intent of the Felicita Corporate Office Target Area is to promote opportunities and incentives for developments that attract businesses with salaries that raise the city's median income and improving the jobs/housing balance. The type of development envisioned in this area is characterized by high quality,

unified design elements, with increase building heights and intensities closer to the freeway, specifically the PO land use designation allows a Floor Area Ratio (FAR) up to 2.0 and building stories up to 3-stories.

Residential and Religious uses are not permitted within the PO land use designation; therefore, the Project includes a request to amend the land use designation to U5. The U5 land use designation allows up to 30 dwelling units per acre (du/acre), and limited non-residential development such as the existing Bethel Baptist Church.

Zone Map Amendment

In order to create consistency with the proposed General Plan Amendment, the Applicant also request to change the existing zoning of the Property from Residential Estates (RE-20: 20,000 square-foot [sq. ft.] minimum lot sizes) to Very High Multiple Family (R-5-30: 30 dwelling units per acre). This would allow for continued operation of the existing Bethel Baptist Church, and would allow for construction of multiple-family dwellings on the adjacent parcel as multiple-family dwellings are a permitted use in the R-5-30 zone.

The Property is currently zoned RE-20 which is established to provide a rural setting for family-life in single-family detached dwellings. The numerical suffix denotes the minimum lot sizes required which ranges from 20,000 sq. ft. to 210,000 sq. ft.; and, the appropriate General Plan land use designation for these differing sq. ft. are the Estate I (E1) and Estate II (E2) designations. As discussed throughout this Staff Report, the existing PO land use designation does not permit residential development, and thus is not consistent with the existing zoning district. Any development consistent with the PO land use designation would require a Zone Map Amendment to amend the zoning from RE-20 to Planned Development – Office.

In light of the existing inconsistency, the Applicant's request would create consistency between the City's adopted 2012 General Plan and the citywide Zoning Map; approval of the Zone Map Amendment would facilitate development of the Project as proposed.

Major Plot Plan, Density Bonus Request, Adjustment Plat and Design Review Permit – The Alexan

The General Plan Amendment and Zone Map Amendment would facilitate development of a 258-unit multi-family development known as the Alexan. Pursuant to Article 6 (Residential Zones), a Major Plot Plan Permit is required for construction of a permitted use in the underlying zone; additionally, pursuant to Article 64 (Design Review), a Design Review Permit is required for any discretionary action that involves new construction. Pursuant to State Density Bonus Law (SDBL) and Article 67 (Density Bonus and Residential Incentives), the Applicant will deed restrict 13 of the 238 base units to Very-Low-Income households; therefore, allowing for the proposed 258 multi-family dwelling units (20 bonus units).

In addition to the bonus units permitted by SDBL and Article 67, the Applicant is entitled to incentive/concessions and waivers. The Applicant will utilize an incentive/concession to allow a 6'-4"

projection into the required front yard setback whereas only 4'-0" is allowed; the projection is limited to architectural features such as an overhang over the front entry areas, and is limited to those structures along Brotherton Road. Additionally, the Applicant is also entitled to waivers to waive requirements that physically preclude the construction of the Project. The requested waivers are limited to open space, private storage, and the allowed Floor-Area-Ratio ("FAR") for the site. These items were reviewed by the Staff Development Committee ("SDC") during the development review process, and no evidence was presented during the review that the requested items would result in a specific, adverse impact upon public health, safety, the environment or on any property listed in the California Register of Historic Resources. Therefore, the requested incentive/concession and waivers comply with the provisions of SDBL and Article 67.

Furthermore, an Adjustment Plat is requested to adjust the boundaries between the existing property boundaries. The Adjustment Plat will not result in the creation of any new lots, and merely adjust the parcel boundaries to allow development of the Alexan on the westerly parcel.

The Alexan Residential Development was reviewed for compliance with the Escondido Zoning Code and Escondido Municipal Code, and all applicable requirements related to development standards such as off-street parking, setbacks, FAR, height; grading and erosion control; and, landscaping. Based on the analysis conducted by City staff, the proposed multi-family development complies with the requirements of the City.

Conditional Use Permit Modification, Design Review Permit, Grading Exemption – Bethel Baptist Church

The General Plan Amendment and Zone Map Amendment would facilitate the continued use of the existing religious facility known as the Bethel Baptist Church. Religious uses are a conditionally permitted use within the proposed R-5-30 zone, and the request relative to the Bethel Baptist Church includes a modification to the existing Conditional Use Permit due to the site layout changes; furthermore, the request includes a Design Review Permit since the Project includes demolition of a 24,395 sq. ft. sanctuary building, and construction of a 24,627 sq. ft. religious building on the eastern side of the existing classroom buildings. The religious building will have a sanctuary with seating for approximately 600, an entryway/foyer, offices/ meeting rooms, and storage space. The new religious building would operate in a similar manner to the existing religious building.

The Bethel Baptist Church component also includes a Grading Exemption for a fill slope along the easterly property line. Pursuant to Article 55 (Grading and Erosion Control), fill slopes within 50'-0" of a property line are limited to 5'-0" with Director of Development Services discretion for those between 5'-0" and 10'-0"; however, the aforementioned fill slopes subject to the Grading Exemption are up to 12'-0" (inclusive of 3'-0" to 5'-0" retaining walls) in height exceed those that may be approved by the Director. Due to the site topography, and the development of the church occurring to the east, the Applicant request a Grading Exemption to construct fill slopes, and ultimately a flatter buildable area, at the requested heights. Notwithstanding the requested Grading Exemption, the grading design conforms to

the design criteria outlined in Article 55, specifically, the grading design includes rounded contoured edges, and a mix of 2:1 to 3:1 slope ratio; furthermore, significant landscaping is planted along the perimeter further reducing any visual impacts to surrounding properties. The Project is conditioned to ensure removal of any landscaping is reviewed by Planning Services, prior to issuance of a landscape permit.

Memorandums Prior to August 11, 2026 Planning Commission Hearing

Prior to hearing on August 11, 2026, two memorandums were provided to the Planning Commissioners related to the Bethel Baptist Church and the California Environmental Quality Act ("CEQA"). Those two memorandums have been attached to this Staff Report for the City Council's consideration.

The first memorandum (see Attachment "3" – Applicant Request) details a request by the Applicant to remove the request to increase the number of children and staff, and the hours of operation for the daycare facility that operates in the classroom buildings located on the Bethel Baptist property. The initial request included an increase in the number of children from 70 children to 200 children, an increase in staff from 10 to 15, and operating Monday through Friday 7:00 AM – 6:00 PM whereas they are currently limited to operating only on Thursday. The removal of this request is detailed in the aforementioned memorandum, and the approval before the City Council includes those changes detailed in the memo. In light of this change, the existing daycare facility will operate as it does today, with conditions of approval limiting operations to those granted under Planning Case No. 80-77-CUP.

The second memorandum (Attachment "4" – Comments Received, CEQA Errata, and Findings) outlined responses to comments received prior to the public hearing, but after the deadline for the public review of the DEIR. As detailed in the memorandum, the comment received up to the Planning Commission hearing do not contain new information in the context of CEQA, and no further evidence has been provided regarding the adequacy of the FEIR. Furthermore, an Errata was prepared to document minor revisions to mitigation measure HAZ-1 to remove the reference to the Voluntary Assistant Program (VAP) which is no longer administered by the County Department of Environmental Health and Quality (DEHQ); notwithstanding the removal of the VAP program, the Applicant will still be required under HAZ-1 to conduct soil testing under the guidance of a quality environmental consultant that is a State of California licensed professional engineer or geologist with environmental assessment and remediation experience.

Further analysis of the Project, and its compliance with the Escondido 2012 General Plan Policies, and Escondido Zoning Code, may be found in the attached Planning Commission Staff Report, dated August 11, 2026 (Attachment 5 – August 11, 2026 Planning Commission Staff Report).

CITY of ESCONDIDO

STAFF REPORT

ENVIRONMENTAL ANALYSIS

A Notice of Preparation ("NOP") was issued for the Project on September 21, 2023, in compliance with section 15082 of the California Environmental Quality Act (CEQA) guidelines. A virtual public scoping meeting was conducted on October 11, 2023 for the project and members of the public participated in the meeting. Staff received responses from two responsible/trustee agencies (California Department of Transportation and Native American Heritage Commission) during the public NOP review process.

A draft Environmental Impact Report (State Clearing House Number #2023090610) was circulated for 45-day public review period from January 22, 2026 to March 9, 2026. Comments letters/emails were received during and after this review period from various state and local agencies and members of the public. Responses to all correspondence received have been incorporated into the Final Environmental Impact Report ("FEIR"). Mitigation measures required under CEQA were developed to reduce the potential for adverse impacts with respect to biology, cultural resources, hazards and hazardous materials, noise, transportation, and tribal cultural resources. A Final EIR has been prepared for the Project that includes Project comments and response to comments, mitigation measures, errata section noting any corrections/modifications to the final environmental document, along with CEQA findings.

The Draft and Final EIR, technical appendices, response to comments and CEQA findings can be viewed at the following link: Alexan Escondido and Bethel Baptist Church Project | Escondido, CA

As part of the environmental review process, Planning staff issued consultation invitations to a list of tribal groups maintained by the California Native American Heritage Commission, as required by state law (SB18 for all projects involving an amendment to the General Plan. Additionally, staff issued separate consultation invitations to a small subset of tribal groups, as required by another state law (AB52) for all projects subject to the California Environmental Quality Act. A total of 3 tribal groups (Rincon Band of Luiseno Indians, San Luis Rey Band of and San Pasqual) requested formal consultation pursuant to SB18 and/or AB52. Consultation activities with these 3 tribal groups took the form of virtual meetings, emails/letters and phone calls with City staff. During consultation activities, tribal representatives were given the opportunity to review the project plans, technical studies and ask questions, and discuss mitigation measures to address potential impacts to historic, cultural and tribal cultural resources. Their recommendations regarding the inclusion of mitigation measures to address inadvertent discoveries of tribal cultural resources during grading/construction operations have been incorporate into the final EIR and Mitigation Monitoring and Reporting Program ("MMRP") to include Native American monitor(s) during ground-disturbing activities.

CITY of ESCONDIDO

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PUBLIC COMMENT/INPUT

As detailed in the attached August 11, 2026 Planning Commission meeting minutes, a number of public comments were received prior to the August 11, 2026 public hearing. In addition to comments provided during the public hearing, comments were also provided during the public review period for the DEIR.

The public comments received prior to the Planning Commission hearing are attached to the Planning Commission Staff Report (see Attachment "8" – Public Comments to Attachment "6" to this City Council Staff Report, dated December 2, 2026). Furthermore, pursuant to CEQA Guidelines, the City has responded to the comments provided on the adequacy of the DEIR and those have been included in the FEIR (see Exhibit "B" to Resolution No. 2026-185 – Certification of the Final Environmental Impact Report).

Furthermore, the City has received additional comments as a result of the Notice of the Public Hearing for the December 2, 2026 City Council meeting. Those public comments have been attached for the City Council's consideration (see Attachment "6" – City Council Public Comments)

CONCLUSION AND RECOMMENDATION

As detailed throughout this Staff Report, the Project includes several entitlements that are requested to facilitate development of the Alexan Residential Development and the Bethel Baptist Church Conditional Use Permit Modification and Redevelopment. The Project would revitalize an approximately 14.83-acre site by redeveloping it with uses that comply with several General Policies; specifically, the development would assist the City in achieving its Regional Housing Needs Allocation (RHNA) through the provision of 245 above-market rate units and 13 very-low-income units. Furthermore, as analyzed in the Draft Environmental Impact Report, environmental impacts caused by the Project can be reduced to a less than significant impact with mitigation incorporated, and would be less than impacts caused by a development consistent with the existing General Plan land use designation.

Based on the analysis contained in this Staff Report, including the Planning Commission Staff Report dated August 11, 2026 (Attachment "5"), and information presented by the City staff during the public hearing, City staff recommend that the City Council approve the Project subject to the Conditions of Approval.

RESOLUTIONS

a. Resolution No. 2026–185
b. Resolution No. 2026–185 – Exhibit "A" – Legal Description
c. Resolution No. 2026–185 – Exhibit "B" – Final Environmental Impact Report
d. Resolution No. 2026–185 – Exhibit "C" – California Environmental Quality Act Findings of Fact
e. Resolution No. 2026–185 – Exhibit "D" – Mitigation Monitoring and Reporting Program
f. Resolution No. 2026–186
g. Resolution No. 2026–186 – Exhibit "A" – Legal Description

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h. Resolution No. 2026-186 – Exhibit "B" – General Plan Land Use Map Amendment
i. Resolution No. 2026–186 – Exhibit "C" – Findings of Fact/Factors to be Considered
j. Resolution No. 2026–187
k. Resolution No. 2026–187 – Exhibit "A" – Legal Description
l. Resolution No. 2026–187 – Exhibit "B" – Alexan Plan Set
m. Resolution No. 2026-187 – Exhibit "C" – Adjustment Plat
n. Resolution No. 2026–187 – Exhibit "D" – Findings of Fact/Factors to be Considered
o. Resolution No. 2026–187 – Exhibit "E" - Alexan Conditions of Approval
p. Resolution No. 2026–188
q. Resolution No. 2026–188 – Exhibit "A" – Legal Description
r. Resolution No. 2026–188 – Exhibit "B" – Bethel Baptist Plans
s. Resolution No. 2026–188 – Exhibit "C" – Findings of Facts/Factors to be Considered
t. Resolution No. 2026–188 – Exhibit "D" – Bethel Baptist Conditions of Approval

ORDINANCES

a. Ordinance No. 2026-21
b. Ordinance No. 2026-21 – Exhibit "A" – Legal Description
c. Ordinance No. 2026-21 – Exhibit "B" – Findings of Fact/Factors to Be Considered
d. Ordinance No. 2026-21 – Exhibit "C" – Zone Map Amendment

ATTACHMENTS

a. Attachment "1"—General Plan Amendment Authorization City Council Staff Report, dated May 24, 2023
b. Attachment "2"—Planning Commission August 11, 2026 Meeting Minutes
c. Attachment "3"—Alexan and Bethel Baptist Applicant Request Memorandum, dated August 11, 2026
d. Attachment "4"—Comments Received, CEQA Errata and Findings Modification, dated August 11, 2026
e. Attachment "5"—Planning Commission Staff Report, dated August 11, 2026
f. Attachment "6"—City Council Public Hearing Public Comments

STAFF REPORT

May 24, 2023
File Number 0830-20

SUBJECT

REQUEST FOR AUTHORIZATION TO PROCESS A GENERAL PLAN AMENDMENT FOR A PLANNED OFFICE DESIGNATED PROPERTY ADDRESSED AT 855 BROTHERTON ROAD (PL23-0160)

DEPARTMENT

Development Services Department, Planning Division

STAFF RECOMMENDATION

Request that the City Council authorize City staff to accept and process an application for an amendment to the General Plan land-use designation from Planned Office (PO) to Urban V (U5) with a density of up to 30 dwelling units per acre (du/ac).

Staff Recommendation: Authorize the initiation of a General Plan Amendment (Development Services Department: Andrew Firestine, Director of Development Services)

Presenter: Jay Paul, Senior Planner

PROJECT DESCRIPTION

The Development Services Department received a request from Trammell Crow ("Applicant") to initiate a General Plan Amendment of the subject property from Planned Office (PO) to Urban V (U5). This proposed General Plan Amendment would facilitate the development of a multi-family residential project and density bonus for affordable units with an overall density of approximately 34 du/ac and potential yield of up to 270 units. The proposed project would also include demolition of an existing religious facility on the subject property, but would retain existing school buildings.

The City Council is being asked to determine whether or not to authorize an application to amend the General Plan land-use designation for the subject parcel. Authorizing this request does not have a legally binding effect on any possible future discretionary action. This direction does not reflect whether the City Council would ultimately approve the request or the proposed project. The City Council's formal action on the General Plan Amendment and project would be taken in the future at a public hearing with a recommendation from the Planning Commission.

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LOCATION

The 14.5-acre parcel is located on the southeast corner of Felicita Avenue and Brotherton Road, addressed at 855 Brotherton Road (Assessor Parcel Numbers 236-333-41-00 and 236-333-53-00) and is depicted in Attachment "1" to this staff report.

FISCAL ANALYSIS

Authorization to process this General Plan Amendment would have no direct fiscal impact. The privately initiated request, if and when submitted, would be processed using existing staff resources with costs to be paid by the project applicant. Future redevelopment of the property would require on- and off-site improvements to conform to current design standards. The applicant would be responsible for constructing these improvements. As part of the overall decision-making process to move forward with a proposed development project, it is important to evaluate the contributions and demands that development will place upon a public agency's general fund and the city or county's ability to provide ongoing public services. To avoid the need for a city or county to subsidize new development, cities and counties can establish or require special funding mechanisms to ensure that new development pays for itself. At the time of this writing, an applicant is required to fully offset potential impacts to the General Fund created by their project. This can be accomplished through either formation of a Community Facilities District ("CFD"), annexation into CFD No. 2020-01, or establishment of another lawful funding mechanism reasonably acceptable to the City ("Public Services Funding Agreement"). It should be noted, however, that the City Council has directed staff to look at the current policy and bring back recommendations that may modify this requirement. Based on the current project description/density, the applicable CFD requirement is $840.25 per unit or $226,867.50 per year for a 270-unit multi-family development.

BACKGROUND AND ANALYSIS

In accordance with section 33-1261 of the Zoning Code, a property owner may petition for an amendment to the General Plan by filing a formal request/letter with the Planning Division and the planning staff schedules a review of the request at a City Council meeting. The City Council considers the request and determines whether to allow formal application for processing. If the request is authorized for processing, the interested parties will be advised to submit the required application(s) with the City's Planning Division, which will include initial environmental documentation, submittal of all fees/deposits, and project plans, etc. The proposed amendment to the General Plan and associated project will required consideration by the Planning Commission and City Council at noticed public hearings.

A letter of intent was submitted to be considered to initiate the amendment to the General Plan, and the letter provides additional information on the intent of the application (Attachment 2). Planning staff has met with the applicant to discuss some preliminary issues related to the feasibility of the request, possible environmental and design concerns, and the procedures to be followed through the process. It is

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anticipated the application will include requests for a General Plan Amendment; a Zone Change from R-E-20 to R-5-30 (Multi-Family Residential, up to 30 du/ac); a Major Plot Plan, inclusive of a Density Bonus; an Adjustment Plat; and a Conditional Use Permit modification. (The modification to the Conditional Use Permit would address alterations to the existing religious facility/school to accommodate the proposed project.) The applicant will also be seeking certain concessions/incentives and other reductions in code requirements (e.g., parking, open space, building height/stories, landscaping, etc.) as permitted through the Density Bonus process. Details of the proposed project will be analyzed by city staff once a formal application is submitted. It is possible the initial project description may require changes as a result of issues identified during review of the project. Any changes will be reviewed to ensure they meet the strategic goals identified in the General Plan.

The current General Plan designation for the project site is Planned Office and is within the Felicita Corporate Office Target Area as shown in Attachment 3. The underlying zoning designation is Residential Estate 2 (RE-20) which is a single-family residential/estate designation. As such, the zoning designation for the project is currently inconsistent with the General Plan land use designation. While an amendment to the General Plan land use designation would change an office use to a residential use, the associated change in zoning would represent a significant increase in density compared to the current zoning and historic use of properties in the immediate vicinity. The subject site is currently developed with a religious facility, classroom buildings, associated parking and grass fields. The surrounding neighborhood generally consists of single-family/estate residential development, along with Miller Elementary School to the northeast and a residential-care facility further to the north. Interstate 15 and the Felicita Road on- and off-ramps are located to the south. Development to the south of the subject site include a mix of open fields, limited agriculture, single-family residential. Rady Children's Medical Office facility, Acacia Animal Hospital and New Life Presbyterian Church are located further to the southeast.

In accordance with State law, each General Plan Element may not be amended more than four times in a calendar year. One amendment to the Housing Element and one amendment to the Land Use Element (for the North Iris Project) have been approved thus far in 2023. The East Valley Specific Plan, which would include an amendment to the Land Use Element of the General Plan, is anticipated to be considered by the Planning Commission and City Council this summer, and would constitute a second amendment to that element. Additionally, in April of this year, the City Council authorized staff to process another amendment to the Land Use Element (for a property located at 240 S. Hickory Street) which, if approved this calendar year, would be the third amendment to that element. While it may seem that this proposal would constitute the fourth amendment to the Land Use Element, it should be noted that both the third and fourth requests (240 S. Hickory Street, and the subject project, respectively) have only been to initiate amendments, and do not constitute approval of an amendment. If another request to authorize an amendment to the Land Use Element is made this calendar year, and all requests were subsequently brought forward for consideration before the end of 2023, the requested amendments could be bundled into a single amendment. (At this time, staff has not received any other requests for authorization to process an amendment to the Land Use Element.)

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ENVIRONMENTAL REVIEW

The request to initiate a General Plan Amendment is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15262, Feasibility and Planning Studies, which states that "*A Project involving only feasibility or planning studies for possible future actions which the agency, board, or commission has not approved, adopted, or funded does not require the preparation of an EIR of Negative Declaration*." Because the request involves only the consideration of whether to process an application for an amendment of the General Plan, and not the amendment itself, action taken by the City Council on this item provides only general direction and does not have a legally binding effect on any possible future discretionary action.

In accordance with CEQA, all Project requests are required to have an environmental assessment to determine potential environmental impact, if any. The proposed project, if submitted, will be subject to environmental assessment to determine potential environmental impacts in accordance with CEQA at that time.

ATTACHMENTS

1. Attachment "1" – Location Map/Aerial
2. Attachment "2" – Request and Project Summary Letter
3. Attachment "3" – General Plan Designation Map

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CITY of ESCONDIDO

PLANNING COMMISSION MINUTES

August 11, 2026 at 7:00 PM
Council Chambers: 201 North Broadway, Escondido, CA 92025

WELCOME TO YOUR COMMISSION MEETING

We welcome your interest and involvement in the legislative process of Escondido. This agenda includes information about topics coming before the Commission.

CHAIR

Barry Speer

VICE CHAIR

Dustin Steeve

COMMISSIONERS

Marc Correll
Corey Gustafson
Jeff Jester
Carrie Mecaro
Stan Weiler

MINUTES CLERK

Angel Estrada

HOW TO WATCH

The City of Escondido provides one way to watch the Planning Commission meeting:

In Person

201 N. Broadway, Escondido, CA 92025

Docusign Envelope ID: EEDFAFED-CEB9-8D8C-80E8-7A6188515768

CITY of ESCONDIDO

PLANNING COMMISSION MINUTES

TUESDAY, AUGUST 11, 2026

MINUTES

CALL TO ORDER: 7:00 p.m.

FLAG SALUTE: Chair Speer.

ROLL CALL:

Commissioners Present: Barry Speer, Chair; Stan Weiler, Commissioner; Corey Gustafson, Commissioner; Jeff Jester, Commissioner.

Commissioners Absent: Dustin Steeve, Vice-Chair; Carrie Mecaro, Commissioner; Marc Correll, Commissioner.

City Staff Present: Garrett Smith, City Planner; Owen Tunnell, Assistant City Engineer; Dare DeLano, Assistant City Attorney; Joel Cvetko, Senior Planner; Sally Schifman, Principal Planner; Ivan Flores, Principal Planner.

APPROVAL OF MINUTES:

1. **June 9, 2026 Meeting Minutes**
   Motion to Approve.
   Motion: Stan Weiler, Commissioner; Second: Jeff Jester, Commissioner.
   Motion carried 4-0 to approve the meeting minutes.
   Ayes: Speer, Weiler, Gustafson, Jester.
   Nays: None.
   Abstain: None.

WRITTEN COMMUNICATIONS:

None.

ORAL COMMUNICATIONS:

None.

PUBLIC HEARINGS:

2. **PL26-0140 – Senate Bill 79 Implementation Ordinance**

   REQUEST: Recommend approval to the City Council of a Zone Text Amendment, establishing Article 81 Transit-Oriented Development Overlay Zone, in Chapter 33 (Zoning) of the Escondido Municipal Code, for the purpose of implementing Senate Bill 79 as codified in Government Code sections 65912.155 through 65912.162, inclusive. The amendment includes adoption of the related TOD Overlay Zone Map and parcel

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CITY of ESCONDIDO

PLANNING COMMISSION MINUTES

TUESDAY, AUGUST 11, 2026

inventories identifying sites subject to the statute, excluded sites, exempt sites that may become eligible through a development agreement, and sites subject to phased implementation.

APPLICANT: City of Escondido.

CEQA RECOMMENDATION: Adoption of the implementing ordinance is not a project under CEQA pursuant to Government Code Section 65912.160(c)(2).

STAFF RECOMMENDATION: Recommend approval to City Council.

CITY COUNCIL HEARING REQUIRED: YES.

PUBLIC COMMENT:

Wall Pelton, Escondido resident, submitted their position in opposition of the proposed ordinance.

Thomas Selden, on behalf of the California Housing Defense Fund (CalHDF) and Californians for Homeownership, submitted a public comment regarding the proposed SB 79 ordinance, including comments related to walking path exemptions and parcel eligibility.

COMMISSION DISCUSSION:

Commissioners discussed the purpose of the proposed implementation ordinance and its relationship to Senate Bill 79. Questions were raised regarding the City's authority in implementing the legislation, the applicability of state law, and the role of the ordinance in identifying exempt properties and establishing objective local standards. Staff and the Deputy City Attorney explained that SB 79 is state law and that the ordinance would provide a local framework for implementation, including provisions related to walking path exemptions. Commissioners discussed the benefits of adopting objective standards to provide clarity and predictability for staff, property owners, and applicants.

COMMISSION ACTION:

Motion to approve Resolution No. 2026-07
Motion: Jeff Jester, Commissioner; Second: Stan Weiler, Commissioner
Motion carried 4-0 to approve the meeting minutes.
Ayes: Speer, Weiler, Gustafson, Jester.
Nays: None.
Abstain: None.

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TUESDAY, AUGUST 11, 2026

3. **PL23-0273/PL23-0274/PL23-0275/PL23-0276/PL25-0275/PL26-0010/PL26-0219 – 855 Brotherton Road – The Alexan and Bethel Baptist Church**

REQUEST: Recommend approval of a development project to the City Council consisting of the following actions;

1) a General Plan Amendment to change the existing land use designation from Planned Office (PO) to Urban V (U5: 30 dwelling units per acre [du/acre]), including ancillary text amendments to the Felicita Corporate Office Target Area;

2) Zone Map Amendment to create consistency with the proposed General Plan Amendment by changing the zoning for the subject property from Residential Estates (RE-20: 20,000 square-foot minimum lot sizes) to Very High Multiple Residential (R-5-30);

3) Major Plot Plan and Design Review Permit for construction of 258 multi-family units with a total gross building area of 365,859 square-foot (sq. ft.), inclusive of 13 (5%) very low-income units allowing for a Density Bonus Request consisting of incentives/concessions and waivers as permitted by State Density Bonus Law (SDBL) and Article 67 (Density Bonus and Residential Incentives) ("The Alexan");

4) Conditional Use Permit Modification (CUP) for the existing religious/school facilities on-site, and a Design Review Permit for demolition of an existing 24,395 sq. ft. sanctuary building, and construction of 24,627 sq. ft. religious facility building area with a sanctuary seating approximately 600, an entryway/foyer, offices, meeting rooms, kitchen, storage, and with a maximum capacity of 200 students ("Bethel Baptist Church"). The religious facility development also includes construction of two dwelling units to be used as temporary housing for traveling missionaries ("Project").

5) The Project also includes a Grading Exemption to permit fill slopes and retaining walls up to 12'-0" in height, and Adjustment Plat to adjust the properties boundaries to facilitate development of The Alexan. The Project also includes standard on-site improvements including but not limited to off-street parking, landscaping, drainage, and utilities and frontage improvements along Felicita Road and Brotherton Road; and off-site improvements including, but not limited to mitigation measures for Vehicles Miles Traveled (VMT) as detailed in the Draft Environmental Impact Report ("DEIR").

6) Certification of the Final Environmental Impact Report ("FEIR").

APPLICANT: Trammell Crow Residential.

CEQA RECOMMENDATION: Recommend certification of a Final Environmental Impact Report ("FEIR").

STAFF RECOMMENDATION: Recommend approval.

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CITY COUNCIL HEARING REQUIRED: YES.

DISCLOSURES:

Commissioner Weiler disclosed having driven past the site to become familiar with the project and surrounding area, and having brief communications with the applicant and members of the public regarding the project.

Commissioner Jester disclosed having formerly owned property associated with the development and stated that no financial interest in the project currently exists.

Commissioner Speer disclosed having met with the applicant in a manner similar to how Commissioner Weiler previously described.

PUBLIC COMMENT:

Ron Sabin, Escondido resident, spoke in opposition to the project.

Meg Powers, Escondido resident, spoke in opposition to the project.

Mike Hunton, Escondido resident, spoke in opposition to the project.

Nick Testa, Escondido resident, spoke in opposition to the project.

Joshua Jones, Escondido resident, spoke in opposition to the project.

Barry Click, Escondido resident, spoke in favor of the project.

Don Romo, Escondido resident, spoke in favor of the project.

Eric Danell, Escondido resident, spoke in opposition to the project.

Gary Cass, Escondido resident and pastor of Bethel Church, spoke in favor of the project.

Nancee Hanson, Escondido resident, spoke in opposition to the project.

Ray Owens, Escondido resident and pastor of Bethel Church, spoke in favor of the project.

Mark Cohen, Escondido resident, spoke in favor of the project.

Lawrence Werner, Escondido resident, spoke with no stated position on the project.

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Jeff Weber, Escondido resident, spoke in opposition to the project.

Tedi Jackson, on behalf of Protect Rural Escondido, spoke in opposition of the project and submitted a letter to the Commission for consideration.

Amy Maggard Jones, Escondido resident, spoke with no stated position on the project and raised concerns regarding the project.

Eric Lopez, Escondido resident, registered their position in opposition to the project.

William Comstock, Escondido resident, registered their position in opposition to the project.

Lorraine Herschleb, Escondido resident, registered their position in favor of the project.

Arie Troyce, Escondido resident, registered their position in opposition of the project.

Klasser Digids, Escondido resident, registered their position in opposition of the project.

Chase Willingham, Escondido resident, registered their position in favor of the project.

Lilibeth Aboy, Escondido resident, registered their position in favor of the project.

Rockyleo Aboy, Escondido resident, registered their position in favor of the project.

Robert Balfour, Escondido resident, registered their position in favor of the project.

Toni Ellingen, Escondido resident, registered their position in favor of the project.

Isabella Owens, Escondido resident, registered their position in favor of the project.

Lynn Kelly Balfour, Escondido resident, registered their position in favor of the project.

Aaron Stoner, Escondido resident, registered their position in favor of the project.

Sarah Owens, Escondido resident, registered their position in favor of the project.

James Schafer, Escondido resident, registered their position in opposition of the project.

Linda Schafer, Escondido resident, registered their position in opposition of the project.

Vickie Everly, Escondido resident, registered their position in opposition of the project.

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Tehara Tweed, Escondido resident, registered their position in opposition of the project.

Steve Tweed, Escondido resident, registered their position in opposition of the project.

Phillipa Burnes, Escondido resident, registered their position in opposition of the project.

Lisa Merrill, Escondido resident, registered their position in opposition of the project.

Jonathan Burnes, Escondido resident, registered their position in opposition of the project.

Todd Merrill, Escondido resident, registered their position in opposition of the project.

Michael Martin, Escondido resident, registered their position in favor of the project.

Holly Cohen, Escondido resident, registered their position in favor of the project.

Richard Baugn, Escondido resident, registered their position in favor of the project.

Terry Hunry, Escondido resident, registered their position in favor of the project.

Andrea Martin, Escondido resident, registered their position in favor of the project.

John Whitlock, Escondido resident, registered their position in favor of the project.

Ecra Aboy, Escondido resident, registered their position in favor of the project.

Kim Whitlock, Escondido resident, registered their position in favor of the project.

Anthony Cohen, Escondido resident, registered their position in favor of the project.

David Wright, Escondido resident, registered their position in favor of the project.

Amanda Cohen, Escondido resident, registered their position in favor of the project.

Binham Wright, Escondido resident, registered their position in favor of the project.

Scott Herschleb, Escondido resident, registered their position in favor of the project.

Michael Welch, Escondido resident, registered their position in favor of the project.

Ray Register, Escondido resident, registered their position in favor of the project.

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David Lawlor, Escondido resident, registered their position in favor of the project.

Penny Lawlor, Escondido resident, registered their position in favor of the project.

Jim Uhland, Escondido resident, registered their position in favor of the project.

Patty Uhland, Escondido resident, registered their position in favor of the project.

Bill Henry, Escondido resident, registered their position in favor of the project.

Gordon Prithard, Escondido resident, registered their position in favor of the project.

Larry Filchard, Escondido resident, registered their position in favor of the project.

COMMISSION DISCUSSION:

Commissioners discussed the project's traffic, parking, neighborhood compatibility, housing type, and roadway improvement impacts. Questions were raised regarding right-of-way dedications, roadway widening, parking restrictions, traffic analysis, and mitigation measures. Commissioners expressed differing viewpoints regarding the project's suitability for the surrounding neighborhood, with some citing concerns related to traffic congestion, density, and community character, while others noted the project's consistency with existing land use designations, housing needs, and the benefits of improvements proposed by the applicant. Discussion also included a proposed condition prohibiting on-street parking along the project frontage on Brotherton Road.

COMMISSION ACTION:

Motion to approve Resolution No. 2026-08R with proposed modifications made by the Commission.
Motion: Stan Weiler, Commissioner; Second: Barry Speer, Chair.
Motion failed 2-2 due to a tie vote.
Ayes: Speer, Weiler.
Nays: Gustafson, Jester.
Abstain: None.

CURRENT BUSINESS:

None.

ORAL COMMUNICATIONS:

None.

Docusign Envelope ID: EEDFAFED-CEB9-8D8C-80E8-7A6188515768

CITY of ESCONDIDO

PLANNING COMMISSION MINUTES

TUESDAY, AUGUST 11, 2026

PLANNING COMMISSIONERS:

None.

CITY PLANNER'S REPORT:

Garrett Smith, City Planner, reported on upcoming Planning Commission agenda items and planning initiatives. Mr. Smith noted forthcoming private development projects, including a Certificate of Appropriateness for modifications to a historic property and a Conditional Use Permit modification for a religious facility. He also informed the Commission of upcoming policy initiatives, including the Escondido 2040 planning effort, updates to the General Plan and master plans, the El Caballo Park Master Plan, objective design standards, and sign code updates.

ADJOURNMENT

Chair Speer adjourned the meeting at 9:54 p.m.

Signed by:
Garrett Smith
FCBC937CC1CB4BC...
Garrett Smith, Secretary to the Escondido Planning Commission

Signed by:
Angel Estrada
60E8D8F91207460...
Angel Estrada, Minutes Clerk

ESCONDIDO
City of Choice

PLANNING COMMISSION

Agenda Item No.: 3
Date: August 11, 2026

TO: Planning Commissioners

FROM: Ivan Flores, AICP, Principal Planner

CC: Dare Delano, Assistant City Attorney
Garrett Smith, City Planner

SUBJECT: Applicant Request and Supplemental Documentation to the Planning Commission Staff Report, dated August 11, 2026 for the Alexan Residential and Bethel Baptist Redevelopment

Applicant Request

On August 10th, 2026, Planning Staff was contacted by the Applicant to request removal of the modification of the operation of the existing Bethel Baptist Church ("Church") daycare facility. The request encompasses the following: an increase in childcare enrollment from 70 children to 200 children, increase staffing from 10 to 15, and operating Monday through Friday 7:00 AM – 6:00 PM.

Implications

Any changes shown in the attachments outlined below reflect the following: **underline/bold** is new text and ~~strikethroughs~~ are deleted text.

Staff Report: Any reference to an increase in enrollment, staff, and change in operations is hereby struck from the administrative record as shown in Attachment "A" to this memorandum. The analysis conducted within the staff report relative to compliance with development standards including but not limited to: building height, lot coverage/floor area ratio, open space/landscaping, setback requirements continue to be valid, and no further changes to the staff report are necessary.

Resolution No. 2026-08: Any reference to an increase in enrollment, staff, and change in operations is hereby struck from the administrative record as shown in Attachment "B" to this memorandum.

Exhibit "L – Bethel Baptist Conditions of Approval" to Resolution No. 2026-08: Deletion of Specific Planning Condition of Approval E.3 permitting for the increase in enrollment, staff, and change in operations is hereby deleted as shown in the Attachment "C" (excerpted) to this memorandum, and is replaced with a new Condition of Approval limiting any expansion of the daycare facility until a new Conditional Use Permit is obtained in accordance with the requirements of the Escondido Zoning Code and in compliance with CEQA.

Exhibit "J – Findings of Fact/Factors to Be Considered" to Resolution No. 2026-08: Deletion and replacement of the findings outlined in Attachment "D" for expansion of the daycare facility, and limiting the modification to the continuation of the existing religious facility, and daycare facility.

Exhibit "I – Mitigation Monitoring and Reporting Program" to Resolution No. 2026-08: As detailed in the memo titled "Comments Received, CEQA Errata, and Findings," revisions to Haz-1 removing the responsible agencies for reasons detailed in "Attachment B" to the aforementioned memo.

Staff Recommended Motion: City staff recommends that the Planning Commission adopt Resolution No. 2026-08R with the revisions as detailed in this memorandum.

Conclusion

The removal of the Daycare facility request does not change staff analysis relative to the redevelopment of the Church and the findings for approval are still applicable subject to the changes outlined in this memorandum. Any future request related to the Daycare Facility will undergo environmental review pursuant to CEQA. The physical construction of the new Sanctuary was adequately analyzed in the environmental impact report, and no changes are proposed to that component of the project.

Attachments:

Attachment "A" – Amended Planning Commission Staff Report, dated August 11, 2026
Attachment "B" – Amended Resolution No. 2026-08
Attachment "C" – Amended Exhibit "L – Bethel Baptist Conditions of Approval"
Attachment "D" – Amended Exhibit "J – Findings of Fact"
Attachment "E" – Amended Exhibit "I Mitigation Monitoring and Reporting Program"

STAFF REPORT

DATE: 08/11/26
PL23-0273/PL23-0274/PL23-0275/PL23-0276/PL25-0275/PL26-0010/PL26-0219 – 855 Brotherton Road

PROJECT NUMBER / NAME: PL23-0273/PL23-0274/PL23-0275/PL23-0276/PL25-0275/PL26-0010/PL26-0219 – 855 Brotherton Road – The Alexan and Bethel Baptist Church

REQUEST: Recommend approval of a development project to the City Council consisting of the following actions;

1) a General Plan Amendment to change the existing land use designation from Planned Office (PO) to Urban V (U5: 30 dwelling units per acre [du/acre]), including ancillary text amendments to the Felicita Corporate Office Target Area;

2) a Zone Map Amendment to create consistency with the proposed General Plan Amendment by changing the zoning for the subject property from Residential Estates (RE-20: 20,000 square-foot minimum lot sizes) to Very High Multiple Residential (R-5-30);

3) Major Plot Plan and Design Review Permit for construction of 258 multi-family units with a total gross building area of 365,859 square-foot (sq. ft.), inclusive of 13 (5%) very low-income units allowing for a Density Bonus Request consisting of incentives/concessions and waivers as permitted by State Density Bonus Law (SDBL) and Article 67 (Density Bonus and Residential Incentives) ("The Alexan");

4) Conditional Use Permit Modification (CUP) for the existing religious/school facilities on-site, and a Design Review Permit for demolition of an existing 24,395 sq. ft. sanctuary building, and construction of 24,627 sq. ft. religious facility building area with a sanctuary seating approximately 600, an entryway/foyer, offices, meeting rooms, kitchen, **and** storage~~and with a maximum capacity of 200 students (~~"Bethel Baptist Church"). The religious facility development also includes construction of two dwelling units to be used as temporary housing for traveling missionaries ("Project").

5) The Project also includes a Grading Exemption to permit fill slopes and retaining walls up to 12'-0" in height, and Adjustment Plat to adjust the properties boundaries to facilitate development of The Alexan. The Project also includes standard on-site improvements including but not limited to off-street parking, landscaping, drainage, and utilities and frontage improvements along Felicita Road and Brotherton Road; and off-site improvements including, but not limited to mitigation measures for Vehicles Miles Traveled (VMT) as detailed in the Draft Environmental Impact Report ("DEIR").

6) Certification of the Final Environmental Impact Report ("FEIR")

PROPERTY SIZE AND LOCATION: The 14.83-acre site is located at the southeast corner of W Felicita Road and Brotherton Road and addressed as 855 Brotherton Road,

APPLICANT: Trammell Crow Residential

CITY of ESCONDIDO

STAFF REPORT

Escondido, CA. (Assessor's Parcel Number(s): 236-333-41-00/236-333-53-00)

GENERAL PLAN / ZONING: Planned Office (PO)/Residential Estates (RE-20)

PRIMARY REPRESENTATIVE: Greg Mosieve

DISCRETIONARY ACTIONS REQUESTED: General Plan Amendment, Zone Map Amendment, Major Plot Plan and Design Review Permit with a Density Bonus Request, a Conditional Use Permit Modification and Design Review Permit, Grading Exemption, and Adjustment Plat

PREVIOUS ACTIONS: N/A

CEQA RECOMMENDATION: Recommend certification of a Final Environmental Impact Report ("FEIR")

STAFF RECOMMENDATION: Recommend Approval

REQUESTED ACTION: Approve Planning Commission Resolution No. 2026-08

CITY COUNCIL HEARING REQUIRED: _X__YES ___NO

REPORT APPROVALS: _X_ Dare Delano, Assistant City Attorney

_X_ Garrett Smith, City Planner

CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

On May 02, 2023, Trammell Crow, represented by Greg Moiseve ("Applicant") submitted a request to develop a housing project, and redevelop an existing religious facility for a 14.83-acre site located at the southeast corner of W Felicita Road and Brotherton Road and addressed as 855 Brotherton Road, Escondido, CA ("Property") (Assessor's Parcel Number(s): 236-333-41-00/236-333-53-00). On May 24, 2023, the City Council authorized further processing of the request (Attachment 1 – City Council staff report, dated May 24, 2023).

The Property is developed with an existing religious facility operated by the Bethel Baptist Church; additionally, the subject site is comprised of two parcels: one parcel is developed with a church while the parcel to the west (adjacent to Felicita Avenue) is vacant. Throughout the staff report, both parcels are referenced as the Property.

The Property has an existing general plan land use designation of Planned Office (PO), and is zoned Residential-Estates (RE-20: 20,000 square-foot minimum lot sizes) (Attachment 2 – Aerial, General Plan, and Zoning). The surrounding properties and their respective general plan land use designations, zoning districts, and present land uses are detailed in Table 1 – Surrounding Properties:

Table 1 – Surrounding Properties

Cardinal Direction	General Plan Land Use Designation	Zoning	Existing Land Use
North	Planned Office (P-O)/Suburban (S)	Single Family Residential (R-1-10)	Educational Facility/Single Family residences
East	Suburban (S)	Residential Estate (RE-20)	Single Family Residences
South	Planned Office (P-O)	Residential Estate (RE-20)	Single Family Residences
West	Estate II (E2)	Residential Estate (RE-20)	Single Family Residences

On December 11, 1979, the Planning Commission adopted Resolution No. 3140 granting a Conditional Use Permit (Case No. 79-157-CUP) to Bethel Southern Baptist Church for construction of two additional classroom buildings for the existing church facility, and the future construction of two more additional classroom buildings, and one family center building. Subsequently, Bethel Southern Baptist Church applied for a Conditional Use Permit (Case No. 80-77-CUP) for construction of 1,1,450 square-foot (sq. ft.) addition to an existing 1,200 sq. ft. nursery and storage facility. On April 10, 1985, the Planning Commission adopted Resolution No. 3995 approving a request for a conditional use permit modification to the Case No. 80-77-CUP in order to establish a limited day care facility. The modification allowed for a total of 70 children and 10 staff members, with operational hours limited to Thursdays from 10:00 AM – 2:00 PM.

According to City records, the earliest entitlement that was issued for the church was Case No. 79-157-CUP.

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SUMMARY OF REQUEST

On July 10, 2023, the Applicant submitted a formal application for a General Plan Amendment, Zone Map Amendment, Major Plot Plan & Design Review Permit for construction of 258 multi-family dwelling units, a Conditional Use Permit & Design Review Permit for demolition and reconstruction of a portion of an existing religious facility, Grading Exemption, and Adjustment Plat to facilitate the construction of the Alexan Residential Development and the Bethel Baptist Church ("Project").

The Applicant request approval of the following land use entitlements as detailed in Table 2 – Entitlement Request. The following actions are necessary to implement the Project as proposed:

Table 2 – Entitlement Request

Entitlement Request:	Entitlement Purpose:
General Plan Amendment (GPA)	• Amend the Land Use Map in Chapter II (Land Use and Community Form Element) of the 2012 General Plan to change the land use designation from Planned Office (PO) to Urban V (U5 – 30 dwelling units per acre) • Including ancillary text amendments to the Felicita Corporate Office Target Area
Zone Map Amendment (ZMA)	• Amend the Citywide Escondido Zoning Map to change the existing zoning district from Residential Estates (RE-20) to Very High Multi-Family District (R-5-30) to create consistency with the proposed GPA
Major Plot Plan, Design Review Permit, including a Density Bonus Request (Alexan Residential Apartments)	• Site plan review of a permitted use in the proposed R-5-30 zoning district (Major Plot Plan) • Construction of 258 multi-family units with a total gross building area of 365,859 sq. ft. inclusive of landscaping, open space, off-street parking and other required on-site improvements (Design review) • Provision of 13 very-low-income units (5% of units) to utilize State Density Bonus Law and Article 67 (Density Bonus Request)
Conditional Use Permit and Design Review Permit (Bethel Baptist Church)	• Modification to an existing Conditional Use Permit for an existing religious use/~~school facility~~ on-site (Conditional Use Permit Modification) • Demolition of an existing 24,395 sq. ft. sanctuary building, and construction of a 24,627 sq. ft. religious facility building area with sanctuary seating for approximately 600 persons, an entryway/foyer, offices, meeting rooms, kitchen, **and** storage~~and with a maximum capacity of 200 students~~ (Design review)
Grading Exemptions	• Construction of fill slopes and retaining walls up to 12'-0" in height

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Adjustment Plat	• Adjust the existing property boundaries to facilitate development of the Alexan Residential Apartments on the parcel to the west

Alexan Residential Development: As detailed in Table 2, a number of entitlements are required to facilitate construction of the Alexan Residential Development. A General Plan Amendment is necessary to establish a maximum permitted density on the Property and as proposed would allow for up to 30 dwelling units per acre (du/acre) under the proposed Urban V (U5) land use designation; a Zone Map Amendment would amend the existing zoning from Residential Estates (RE-20; 20,000 sq. ft. minimum lot sizes) to Very High Multiple Family District (R-5-30) therefore allowing multi-family development as a permitted use on the Property. Pursuant to Article 61 (Administration and Enforcement) of the Escondido Zoning Code, a Major Plot Plan Permit is required for new construction of a permitted use in the underlying zoning district; additionally, pursuant to Article 64 (Design Review) a Design Review Permit is required for discretionary projects that include new construction (Attachment 3 – Site Plan: Alexan). In addition to the aforementioned permits, the Applicant proposes to deed-restrict 13 of the units to very-low-income households which is permitted by State Density Bonus Law (SDBL) and Article 67 (Density Bonus) of the Escondido Zoning Code (EZC).

Bethel Baptist Church: In addition to the entitlements necessary for construction of the Alexan, the Project includes demolition of an existing 24,395 sq. ft. sanctuary building located to the west of the existing classroom buildings, and construction of a 24,627 sq. ft. sanctuary building with seating for approximately 600 visitors. ~~The Project also includes a request to modify the operational characteristics of the existing daycare as described in the "Background" section of this staff report. The modification includes an expansion to the number of students at the daycare from 10 staff and 70 children to a maximum of 15 staff members, and 200 children; and, a change in hours from operating only on Thursdays to Monday through Thursday from 7:00 AM – 6:00 PM. Due to these changes~~, ~~a~~**A** modification to the Conditional Use Permit is required, and a Design Review Permit is required for the changes related to the new construction, and site layout (Attachment 4 – Site Plan: Bethel Baptist Church). The Applicant also request for approval of a Grading Exemption as discussed below; the requested Grading Exemption is exclusive to the Bethel Baptist Church site.

Both requests will be discussed in further detail under the "Analysis" section.

SUPPLEMENTAL DETAILS OF REQUEST – ALEXAN RESIDENTIAL DEVELOPMENT

Standard (R-5-30 Zone)		
1. Property Size:	7.92 acres (345,083 sq. ft.)	
2. Number of Units:	258 dwelling units	
	Minimum/Maximum Allowed	**Proposed**
3. Unit Size:	400 sq. ft. minimum	719 sq. ft. – 1,806 sq. ft.
4. Density:	30 dwelling units per acre (du/acre)	32.6 du/ac
5. Lot Coverage/Floor Are Ratio:	None/.90	.94*

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6. Building Height/Stories	75'-0"/4	Varies from 37'-0"/3-stories to 52'-11"/ 4-stories
7. Motor Vehicle Parking:	331**	441
8. Bicycle Parking:	N/A	N/A
9. Setbacks:		
a. Front Yard (Brotherton Road):	15'-0" 4'-0" projection into front yard	15'-3" 6'-4" projection into front yard*
b. Street Side Yard (Felicita Road):	10'-0"	10'-7"
c. Rear Yard:	10'-0"	75'-7"
d. Side Yard:	5'-0"	5'-0"
10. Open Space / Landscaping:	85,600 sq. ft.	74,801 sq. ft.*
11. Trees:	258 (one tree per unit)	359 trees
12. Signage:	None Proposed	Reviewed at building permit submittal
13. Trash:	Trash Enclosure	Trash Enclosures
14. Lighting:	Comply with Article 35	Reviewed at building permit submittal
15. Heating and Ventilation:	Screened	Screened

*Pursuant to State Density Bonus Law and Article 67, these development standards have been waived as detailed in the Density Bonus Request Form (see Section 1.a for further information)
**Utilizing AB 2345 state mandated parking ratios (see Section 4.e for further information)

PROJECT ANALYSIS – ALEXAN RESIDENTIAL DEVELOPMENT

1. General Plan Conformance:

   a. Land use and density consistency

The Project includes a General Plan Amendment to amend the City's adopted General Plan Land Use Element to change the existing General Plan Land Use Designation from Planned Office (PO) to Urban V (U5). The proposed General Plan Amendment would establish a maximum residential density on the Property of 30 dwelling units per acre (du/acre). Additionally, the Project includes a Density Bonus Request as permitted by SDBL, and Article 67. The Applicant proposes to deed restrict 13 units to very-low-income households which would allow for a 20%

increase in the allowable density (see Attachment 5 – Density Bonus Request). As shown in the "Supplemental Details of Request – Alexan Residential Development," the Project would exceed the allowable density of 30 dwelling units per acre due to the Applicant's inclusion of 13 very-low-income units. The calculation is provided below in Table 3:

Table 3 – Density Calculation

Base Density (permitted under U5):	30 dwelling units per acre x 7.92 acres	238 dwelling units (rounded up from 237.6)
Target Units (Affordable Units):	13 (VLI) ÷ 238 base units	05.46%
Bonus Units:	238 base units x 8.40% increase in density (20% increase permitted)	20 bonus units (rounded up from 19.992)
Total Amount of Units Proposed: 258 Dwelling Units (238 base units + 20 bonus units)		

As shown in Table 3, the Applicant is entitled to a 20% increase in the base density which would allow for an additional 48 bonus units; however, the Applicant is only proposing an additional 20 bonus units. Furthermore, the Applicant is permitted incentives/concessions and waivers as allowed by SDBL and Article 67. Relative to this Project, the Applicant is entitled to 1 incentive/concession due to the provision of 5% of the units for very-low-income households, and unlimited waivers which they are utilizing on the items identified in Table 4. The requested incentive/concessions and waivers are detailed in Table 4 below:

Table 4 – Incentives/Concessions and Waivers

Development Standard	**Requirement of the Escondido Zoning Code**	**Provided**	**Incentive/Concession**	**Waiver**
Open Space	85,600 sq. ft.	74,801 sq. ft.		Yes
Projections into Setbacks	Front/Rear – 4 ft. max projection Side Setback – 2 ft. max	6'-1" projection into front setback	Yes	
Private Storage	20,640 cubic feet (cu. ft.)	16,256 cu. ft.		Yes
Floor Area Ratio	.90	.94		Yes

Pursuant to SDBL, an applicant is entitled to a specific number incentives/concessions depending on the percentage of affordable units that are provided by a project; however, waivers are unlimited. A key distinction between these two components is that an incentive/concession is a reduction in site development standards or modification of zoning code requirements that result in identifiable and actual cost reductions while a waiver is a

reduction or modification of any development standard when those requirements potentially make the construction of a project physically infeasible.

The City may only deny a request for an incentive/concession if a finding can be made that the incentive/concession would not result in identifiable and actual cost reductions to provide for affordable housing costs, or that it would result in a specific, adverse impact upon public health, safety, or the environment. A denial of these items must be supported by substantial evidence in the record. The requested items were reviewed by the City's Staff Development Committee (SDC) as part of the development review process, and no evidence has been presented that the requested items would result in a specific, adverse impact upon public health, safety, the environment or on any property listed in the California Register of Historic Resources. Therefore, the requested incentives/concession and waivers comply with the provisions of SDBL and Article 67.

b. Housing Element and "No Net Loss"

The City is taking steps to encourage, promote, and facilitate the development of housing consistent with policies 1.1 and 2.1 of the Housing Element of the General Plan, while accommodating the City's share of regional housing needs, consistent with Government Code section ("Gov. Code §") 65584. During the current sixth cycle planning period, the City must accommodate an assigned Regional Housing Needs Allocation ("RHNA") totaling 9,607 housing units. As of January 1, 2026, the City has reported a total of 1,875 housing units permitted toward meeting RHNA. This includes 403 lower-income units (190 Very-Low and 213 Low), 59 moderate-income units, and 1,413 above moderate-income units. Therefore, 7,677 housing unit remain to be accommodated for through this planning period.

The Housing Element includes a Suitable Sites Inventory ("SSI") which lists properties identified as being suitable to accommodate housing units during the planning cycle. A total capacity of 12,445 units was identified, including 9,463 units on the SSI properties and an additional 2,983 units from Accessory Dwelling Units (ADUs) and Alternative Sites. Therefore, at the adoption of the Housing Element, the City had capacity to provide approximately 23 percent more units than needed.

The Alexan site is listed on the City's SSI, and is forecasted to provide 3 above-moderate units for a total of 3 new units, as shown in Table 5:

Table 5 – Suitable Sites Inventory Forecast

Income Levels	Lower	Moderate	Above Moderate	Totals
Parcel Number 236-333-41-00	0	0	3	3
Totals	**0**	**0**	**3**	**3**

No Net Loss law (Gov. Code § 65863) ensures development opportunities remain available throughout the planning period to accommodate a jurisdiction's RHNA, especially for lower- and moderate-income households. The so-called "no net loss" provisions apply 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 than shown in the Housing Element. (Gov't Code § 65863(b)). In general, jurisdictions cannot approve new housing at significantly lower densities or at different income categories than was projected in the Housing

Element without making specific findings and/or identifying other sites that could accommodate these units and affordability levels "lost" as a result of the approval.

Since the Project is proposing 13 very-low-income housing units and 245 above moderate-income housing units, the Project would provide more housing units than projected in the Housing Element (Gov. Code § 65863(b)). Therefore, the Project complies with the applicable provisions of No Net Loss.

c. Land Use and Community Form Element

Existing General Plan Land Use Designation: The Property is located within PO land use designation, and is specifically identified as being in the Felicita Corporate Office Target Area which is intended to promote opportunities and incentives for increasing employment densities, and attracting businesses with salaries that raise the City's median income. The character of development detailed in the 2012 General Plan consist of high quality, unified design elements, and increased buildings heights closer to the freeway (up to 1 to 3 stories). As detailed in the 2012 General Plan Environmental Impact Report (EIR), the entirety of the Felicita Corporate Office Target Area covers approximately 87 acres, and if fully built out under the existing General Plan Land Use Designation, would introduce 3,042,218 sq. ft. of non-residential development. Given the description of land uses in the PO land use designation, and the Felicita Corporate Office Target Area, a General Plan Amendment is requested to allow residential development.

Proposed General Plan Land Use Designation: As discussed throughout this staff report, the Project would amend the underlying General Plan Land Use Designation from PO to U5 with the latter being considered a residential land use category. The U5 land use designation establishes a minimum density of 21 du/acre and maximum of 30 du/acre, and is described as appropriate in areas near major thoroughfares in close proximity to shopping centers, entertainment, and community facilities. The Property is located adjacent to Interstate 15 which provides a convenient access point to other areas of the City; furthermore, the Property is in close proximity to S Centre City Parkway which is identified as a Super Major Road in the City's Mobility and Infrastructure Element, and provides access to the City's downtown core. As detailed in the Draft Environmental Impact Report ("DEIR"), a buildout under the existing PO land use designation would increase the severity of less than significant impacts related to air quality, energy, and greenhouse gas emissions, as well as the significant but mitigable impacts related to construction vibration and VMT. This alternative would also introduce an increase of 2,902 Average Daily Trips (ADT) above the proposed Project for a total of 4,450 ADT. This increase in ADT would result in an increase in traffic congestion beyond what would be generated under the proposed Project.

d. Further analysis of the Project's consistency with the City's adopted 2012 General Plan Policies may be found in Attachment 6 – General Plan Policy Consistency Analysis.

2. Zoning

Existing Zoning District: As discussed throughout this staff report, the Project includes an amendment to change the land use designation from PO to U5. The existing zoning district is Residential Estates (RE-20: 20,000 sq. ft. minimum lot sizes) which is not compatible with the existing PO land use designation. While the area is primarily surrounded by residential-estate like zoning districts to the west, and suburban development to the east, this area of the city was identified in the 2012 General Plan update as the Felicita Corporate Office Target Area. Any future development consistent with the goals and policies of this target area would require a Zone Map Amendment to rezone the Property to Planned Development – Office (PD-O) to ensure consistency with the existing General Plan land use

designation. Furthermore, as detailed in the Land Use Element of the General Plan, development under the existing land use designation, and any subsequent Zone Map Amendment, could introduce buildings up to 1 – 3 stories in height and approximately 1,291,995 sq. ft. based on the size of the Property.

Proposed Zoning District: The Project includes a General Plan Amendment to redesignate the Property from PO to U5 which also requires a Zone Map Amendment to amend the citywide Escondido Zoning Map to change the Property's zoning from Residential Estates (RE-20: 20,000 sq. ft. minimum lot sizes) to Very High Multiple Family District (R-5-30). If the Zone Map Amendment is approved, the proposed zoning will be consistent with the proposed General Plan land use designation. The proposed use of multiple-family dwellings is an allowed use with the R-5-30 zoning district. As detailed in the "Supplemental Details of Request – Alexan Residential Development" the Project complies with the development standards related off-street parking, building height, setbacks, open space/landscaping, and density.

Pursuant to SDBL and Article 67, the requested incentive/concession and waivers do not create inconsistencies with the Escondido Zoning Code, or requirements of the General Plan; therefore, the Project complies with the requirements of the Escondido Zoning Code.

3. Climate Action Plan Consistency:

As detailed in the DEIR prepared for the Project, a Climate Action Plan Consistency Checklist was prepared to demonstrate consistency with the City's adopted Climate Action Plan. Based on the information presented in the checklist, the Project exceeds the screening threshold established for multi-family residential uses which is 55 units. The next step in the checklist is to demonstrate consistency through the implementation of measures outlined in the document. The completed checklist can be found within Appendix B of the DEIR, and applicable measures from the CAP. Implementation of these measures demonstrate consistency with the City's adopted CAP. Therefore, impacts related to the GHG emissions would be less than significant.

4. Site Design

    a. Grading, topography, retaining wall, and fencing:

The existing topography of the site is varied but generally slopes down to the west moving towards Felicita Avenue. The finished floor of the existing church is 661 while the elevation adjacent to Felicita Avenue is approximately 642 indicating an approximate elevation difference of 19 feet. Due to this topography, the Alexan site will sit below the Bethel Baptist Church site and involves cut slopes along the easterly property line with retaining walls up to 13'-0" in height which is consistent with the allowable height for cut slopes as detailed in Article 55 (Grading and Erosion Control) of the Escondido Zoning Code. There are additional cut slopes along Brotherton Road and they range for from 3'-0" to 5'-0" inclusive of the retaining wall.

The southerly property line does include fill slopes and retaining walls up to 5'-0" in height, with an additional 3'-0" fill slope for an approximate height of 8'-0". Pursuant to Article 55, fill slopes within 50'-0" of a property line are limited to 5'-0"; however, slopes between 5'-0" and 10'-0" are allowed on a case-by case basis without triggering the need for a Grading Exemption. While the southerly property line is adjacent to residential properties; the site has been re-designed to include significant landscaping along the property line, and off-street parking has been reoriented away from the property lines to ensure light spillover does not occur. Furthermore, the existing buildings

on the adjacent properties are located approximately 35'-2" to 60'-0" away from the rear property lines thus minimizing impacts from the slopes.

A majority of the fencing is located within the interior of the site, and ranges from pool fencing approximately 5'-0" to seat walls approximately 1'-6", and screen walls up to 6'-0" in height.

b. Project Access and Circulation:

Primary access the Project site will be provided on Felicita Road while secondary access is provided on Brotherton Road. This will require the construction of two new driveways as existing access is provided to the Bethel Baptist Church on Brotherton Road. Based on the traffic distribution analysis included in the Traffic Impact Analysis (Appendix J to the DEIR), approximately 60% of the trips will be exit from the Felicita Road driveway while the other 40% will leave via Brotherton Road. Internal circulation is provided within the site with various drive aisles leading towards the interior of the site.

c. Building Orientation:

The Project includes construction of three- and four-story buildings with varying heights as detailed in the "Supplemental Details of Request – Alexan Residential Development." The three-story buildings are oriented toward Felicita Road and Brotherton Road with primary entrances along the public right-of-way, in addition to the street facing patios. The buildings within the interior are oriented toward each other. The four-story buildings are located within the interior of the site, and would be oriented away from surrounding properties. The balconies and patios for the four-story building would also be primarily focused towards the interior.

d. Open Space and Landscaping

Pursuant to the Escondido Zoning Code, a total of 85,600 sq. ft. of usable open space is required for the Project and 74,801 sq. f.t is provided; however, due to the use of SDBL and Article 67 the Applicant is entitled to waivers, and is waiving the requirement for open space to reduce the total amount of required usable open space. Nonetheless, the Applicant is providing a range of usable open space comprised of the following categories: common open space, private open space, and indoor amenity space. The common open space includes the pool area and walks and landscaping throughout the site; the private open space includes balconies, patios, and side yard ground floor patios; and, the indoor amenity space includes a fitness, club room, and deck. Relative to landscaping, approximately 20% of the site is landscaped and over 300 trees are provided. As detailed in the "Supplemental Details of Request – Alexan Residential Development" the Project complies with the requirements for trees for the Project.

e. Parking:

Pursuant to the Article 39 (Off-Street Parking) of the Escondido Zoning Code, the Project requires a total of 494 off-street parking spaces to comply with the off-street parking requirements; however, Assembly Bill (AB) 2345 and Article 67, allow for developers to request utilization of state-mandated parking ratios for density bonus projects. The Applicant has requested the use of this reduced parking ratio, and consequently the City must apply those ratios since it is a qualifying project i.e. it is providing affordable units. The requirements of each respective code requirements are shown in the Table 6 and Table 7:

Table 6 – AB 2345 Parking Ratios

Unit Type	Maximum Parking Requirements	No. of Units	Stalls required
1 bedroom	1.0	112	112
2 bedrooms	1.5	122	183
3 bedrooms	1.5	24	36
		Total Parking Required	331

Table 7 – Escondido Zoning Code Requirement

Unit Type	Maximum Parking Requirements	No. of Units	Stalls required
1 bedroom	1.50	112	168
2 bedrooms	1.75	122	214
3 bedrooms	2.0	24	48
Guest	.25	258	65
		Total Parking Required	494

While the Applicant is only required to provide 331 off-street parking spaces (which is inclusive of guest spaces and American Disability Act [ADA] spaces) due to AB 2345, the Applicant will be providing 441 off-street parking (1.71 space per unit) consisting of unenclosed parking, carport stalls, garage stalls, and tandem stalls. Therefore, the Project complies with the off-street parking requirements.

5. Building Design:

    a. Building Height, Mass, and Scale:

As detailed in the "Supplemental Details of Request – Alexan Residential Development" the building height and massing varies from 37'-0" (3-story buildings) to 52'-11" (4-story buildings), including a 35'-6" tall community building. The taller 4-story buildings are sited within the interior of the site, and are located approximately 75'-7" away from the southern property line. In addition to the distance from the southern properties, extensive landscaping to the south further reduces the visual impact of the buildings mass and scale. The design of the large buildings is consistent with the design standards in Article 64 (Design Review) in that the elevation facing the southern properties is constructed with a consistent design, and avoids monotonous repetition through the use of

varying wall planes and roof design. The four-story buildings are further screened from Felicita Road due to placement of the three-story buildings which serve as a visual buffer to the four-story buildings in the background further reducing the overall massing of the four-story buildings from the public right-of-way.

b. Residential Floor Plans:

The residential floor plans consist of primarily one-, two-, and three-bedroom units with two-bedroom units comprising approximately 46% of the total units provided by the Project. All units comply with the minimum square footage requirements for the proposed R-5-30 zones, and all required amenities for each unit are provided (e.g. private storage, private open space, etc.)

c. Building Materials:

The building material is primarily comprised of stucco, but includes the following on the façade: vertical cementitious siding, stone veneer, and dark vinyl windows. The roofing of the all the structures is finished with a concrete "s" profile roof tile. Per Article 64, a limited number of materials shall be used on the exterior face of a building, and a total of three materials are proposed, in addition to the stucco finish. The use of varying colors also provides visual interest to the buildings.

SUPPLEMENTAL DETAILS OF REQUEST – BETHEL BAPTIST CHURCH

Standard		
1. Property Size:	6.68 acres	
2. Number of Units:	Not Applicable	
	Minimum/Maximum Allowed	**Proposed**
3. Unit Size:	Not Applicable	Not Applicable
4. Density:	Not Applicable	Not Applicable
5. Lot Coverage/Floor Are Ratio:	None/.90	.153
6. Building Height/Stories	75'-0"/4 stories	29'-11"new assembly hall/42'-5" tower feature
7. Motor Vehicle Parking:	168 off-street parking spaces	207 off-street parking spaces
8. Bicycle Parking:	Not Applicable	Not Applicable
9. Setbacks:		
a. Front Yard:	15'-0"	65'-0"
b. Rear Yard:	10'-0"	340'-9"
c. Side Yard:	5'-0"	186'-0"

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STAFF REPORT

10. Open Space / Landscaping:	N/A / Compliance with Article 62	Complies with Article 62
11. Trees:	13 trees for double row parking	13 provided
12. Signage:	Reviewed under separate building permit	Reviewed under separate building permit
13. Trash:	Trash Enclosure	Trash Enclosure
14. Lighting:	Comply with Article 35	Reviewed at building permit submittal
15. Heating and Ventilation:	Screened	Screened

PROJECT ANALYSIS – BETHEL BAPTIST CHURCH

6. Operational Characteristics

As discussed in the "Background" section of this staff report, on April 10, 1985, the Planning Commission adopted Resolution No. 3995 allowing establishment of a limited day care facility. The limited day care facility allowed for a total of 70 children and 10 staff members, with operational hours limited to Thursdays. **No changes to the existing daycare facility are proposed at this time.** ~~The Project includes a modification to this allowance to allow for operation Monday through Friday (Attachment 7 – Statement of Operations). A summary of the proposed schedule is provided in Table 8 below:~~

~~Table 8 - Proposed Schedule for Daycare Operations (Monday through Friday)~~

~~Time~~	~~Activity~~	~~Additional Information~~
~~7:00 AM – 8:00 Am~~	~~Child Drop Off~~	
~~8:00 AM – 9:30 AM~~	~~Breakfast and Morning Meeting~~	
~~9:30 AM – 12:00 PM~~	~~Rotating Activities (based on age group)~~	~~• Outdoor recess~~ ~~• Story Time~~ ~~• Snack Break~~ ~~• Group Focus/Activities~~
~~12:00 PM – 1:00 PM~~	~~Lunch~~	

~~1:00 PM – 3:00 PM~~	~~Rotating Activities (based on age group)~~	• ~~Group Activities~~ • ~~Quiet Reading Time~~
~~3:00 PM – 5:30 PM~~	~~Rotating Activities (based on age group)~~	• ~~Outdoor Recess~~ • ~~Story Time~~ • ~~Snack Break~~ • ~~Group Focus/Activities~~
~~5:30 PM – 6:00 PM~~	~~Afternoon Learning and Parent Pick Up~~	

In addition to the Daycare operations, the church offers services throughout the week consisting of worship services (English and Russian services), bible study, and church administration. The details of the operations are provided in Table ~~9~~**8** below:

Table ~~9~~8 - Schedule for Church Operations (Monday Through Friday)

Day	Time	Activity	Location
Sunday	9:00 AM – 12:00 PM	English Worship Service	Sanctuary Hall
Sunday	1:00 PM – 3:00 PM	Russian Congregation Worship Service	Sanctuary Hall
Wednesday	9:30 AM – 1:00 PM	Open Door Bible Study	Fellowship Hall/Classrooms
Wednesday	6:00 PM – 9:00 PM	GROW Bible Studies	Classrooms
Monday through Friday	9:00 AM – 5:00 PM	Church Administration	Church Office

The Project does not include modifications to the services provided by the church.~~, and the modification to the Conditional Use Permit is limited to an expansion of the Daycare facilities.~~

7. General Plan Conformance:

   a. Land use and Community Element Form

Existing General Plan Land Use Designation: The Property is located within PO land use designation, and is specifically identified as being in the Felicita Corporate Office Target Area which is intended to promote opportunities and incentives for increasing employment densities, and attracting businesses with salaries that raise the City's median income. The character of development detailed in the 2012 General Plan consist of high quality, unified design elements, and increased buildings heights closer to the freeway. As detailed in the 2012 General Plan Environmental Impact Report (EIR), the entirety of the Felicita Corporate Office Target Area covers approximately 87 acres, and if fully built out under the existing General Plan Land Use Designation, would introduce 3,042,218 sq. ft. of non-residential development at buildout. Given the description of land uses in the PO land use designation, and the Felicita Corporate Office Target Area, a General Plan Amendment is necessary to allow **the existing** religious uses and a daycare facility on the Bethel Baptist Church site.

Proposed General Plan Land Use Designation: As discussed throughout this staff report, the Project would amend the underlying General Plan Land Use Designation from PO to U5 with the latter being considered a residential land use category. Religious uses are a permitted use in residential zoning districts, and therefore is allowed in residential land use designations such as the proposed U5. Furthermore, pursuant to Residential Development Policy 3.1 and 3.2 limited non-residential development e.g. religious uses, should be permitted in residential land use classifications subject to state and local ordinances. Religious Uses and Daycare Facilities are a conditionally permitted uses in residential zoning district, and given the site's historical use for the Bethel Baptist Church, the modification to the Conditional Use Permit is appropriate.

b. Housing Element and "No Net Loss"

The City is taking steps to encourage, promote, and facilitate the development of housing consistent with policies 1.1 and 2.1 of the Housing Element of the General Plan, while accommodating the City's share of regional housing needs, consistent with Government Code section 65584. No Net Loss Law (Government Code section 65863) ensures development opportunities remain available throughout the planning period to accommodate a jurisdiction's Regional Housing Needs Allocation ("RHNA"), especially for lower- and moderate-income households. In general, jurisdictions cannot approve new housing at significantly lower densities or at different income categories than was projected in the Housing Element without making specific findings and identifying other sites that could accommodate these units and affordability levels "lost" as a result of the approval. The so-called "no net loss" provisions apply 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 than shown in the Housing Element. (Gov't Code § 65863(b)).

The Bethel Baptist Church 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.

a. See Attachment 6 for further analysis of conformance with the City's adopted 2012 General Plan.

8. Zoning

Existing Zoning District: As discussed throughout this staff report, the Project includes an amendment to change the land use designation from PO to U5. The existing zoning district is Residential Estates (RE-20: 20,000 sq. ft. minimum lot sizes), and is not compatible with the PO land use designation. While the area is primarily surrounded by

residential-estate like zoning districts to the west, and suburban development to the east, this area of the city was identified in the 2012 General Plan update as the Felicita Corporate Office Target Area. Any future development consistent with the goals and policies of this target area would require a Zone Map Amendment to rezone the subject property to Planned Development – Office (PD-O). Furthermore, as detailed in the Land Use Element of the General Plan, development under the existing land use designation, and any subsequent Zone Map Amendment, would have introduced buildings up to 1 – 3 stories in height and approximately 1,291,995 sq. ft. based on the size of the Property.

Proposed Zoning District**:** The Project would rezone this portion of the site also to R-5-30 which would allow for continuation of the existing Religious Use and Daycare Facility~~, in addition to the proposed modifications to the operations and site designed~~. Religious uses are a conditionally permitted use in the R-5-30 zoning district. As detailed in the "Supplemental Details of Request – Bethel Baptist Church," the Project complies with the proposed zoning district requirements relative to setbacks, lot coverage, building height, and landscaping.

~~Furthermore, pursuant to Section 33-1106 of Article 56 (Miscellaneous Use Restrictions) of the Escondido Zoning Code, the Project's proposed expansion of the day school activities comply with the following:~~

~~*(a) An off-street area for the loading and unloading of children from vehicles should be provided and should be designed so as to provide for the forward movement of vehicles both upon entering and leaving the site;*~~

~~An off-street area has been incorporated on site, and is shown on the site plan for the Bethel Baptist Church redevelopment. The off-street loading area is adjacent to the buildings, and could accommodate up to 22 loading and unloading vehicles. The location of the loading, and unloading, zones will avoid impacts to adjacent roadways due to their proximity away from the driveways. Vehicles will be able to utilize both driveway exits along Brotherton Road.~~

~~*(b) The use shall be conditioned upon there being off-street parking in conformance with Article 39 of this chapter;*~~

~~Further discussion regarding off-street parking is provided in Section 10.g (Parking) of this staff report; however, as it pertains to the childcare parking, a total of 47 off-street parking spaces are required, inclusive of 22 loading and unloading zones. The use complies with the requirements of Article 39.~~

9. Climate Action Plan Consistency:

As detailed in the DEIR prepared for the Project, a Climate Action Plan Consistency Checklist was prepared to demonstrate consistency with the City's adopted Climate Action Plan, and is included in Appendix B (Air Quality and Greenhouse Gas Emissions) to the DEIR. Based on the information presented in the checklist, the Project exceeds the screening thresholds. The next step in the checklist is to demonstrate consistency through the implementation of applicable measures outlined in the document. The completed checklist can be found within Appendix B of the DEIR, and applicable measures from the CAP. Implementation of these measures demonstrate consistency with the City's adopted CAP. Therefore, impacts related to the GHG emissions would be less than significant.

10. Site Design

    c. Grading, topography, retaining wall, and fencing:

The terrain of the Bethel Baptist Site is relatively flat; however, it does slope down in the general direction of the westerly property line adjacent to the proposed Alexan off-street parking areas. The existing development pad lies approximately 10'-0" to 15'-0" higher than the rest of the site. The grading design does include a mix of fill and cut slopes towards the southeastern portion of the development to accommodate the construction of a stormwater basin. The grading design incorporates a mix of slope ratios ranging from 2:1 to 3:1, and contoured grading to follow the natural topography of the site. The Project does include a retaining wall ranging from 4'-0" to 5'-0" in height along the easterly property line, and fill slopes up to 12'-0" (inclusive of the retaining walls). As detailed in Article 55, fill slopes within 50 feet of a property line are limited to 5'-0" in height with discretion for those between 5'-0" to 10'-0" in height, unlike the Alexan slopes adjacent to the southerly property line, these slopes and retaining walls are beyond the allowable 10'-0" therefore the Project request does include a Grading Exemption request to exceed the allowable heights. Further justification of the requested Grading Exemptions is detailed in Exhibit "J" attached to Resolution 2026-08.

d. Project Access and Circulation:

The church site currently takes access via three driveways along Brotherton Road. The Project will demolish all three driveways, and construct two new driveways at the approximate existing locations. Internal circulation is provided throughout the site with both driveways operating as entrances and exits.

e. Building Orientation:

The tallest feature of the building is a tower-like feature akin to a steeple, and is approximately 42'-5" in height. The steeple is oriented towards Brotherton Road, and away from the properties to the south and east. The newly constructed sanctuary building will be oriented towards a courtyard located between the existing classroom buildings.

f. Open Space and Landscaping:

The Escondido Zoning Code does not have specific requirements for religious uses relative to open space or landscaping requirements; however, the requirement for street trees, and off-street parking areas is still applicable. The Project includes double row parking which is required to have terminal islands, and have plantings for every four opposing parking spaces. The only double row parking is to the south of the buildings, and would require 13 trees within the center island, and 13 are provided, therefore the Project complies with this requirement. Additionally, all rows of parking are provided terminal islands, and have at least one tree for each row that is served by the terminal island. Overall, the Project includes over 240 trees ranging from perimeter trees, interior parking lot landscaping, and landscaping near the building area.

g. Parking:

There are two components of the Bethel Baptist Church: the use of the religious facility and the provision of childcare, both of which are conditionally permitted uses in the proposed R-5-30 zone. The parking calculation was based on the independent requirements for these uses as required by Article 39 (Off-Street Parking) of the Escondido Zoning Code.

Article 39 identifies two different methods for calculating parking for religious facilities: one parking space for each five seats (*seats* is defined as: 22-inches of linear bench constitutes one seat) **or** 100 square feet of gross

floor area for all assembly areas. Staff determines the applicable parking ratio through proposed operations. For some religious facilities, fixed seating is proposed, in which the seats standard is applied. However, in instances where fixed seating is not proposed to allow flexibility, the gross floor area standard is applied.

The Project does include fixed seating for the sanctuary area and based on the number of seats, a total of 121 off-street parking spaces are required for the reconstructed sanctuary building whereas 160 off-street parking is provided. As discussed in the Zoning section of this staff report, childcare uses also must provide their own parking to ensure there are no conflicts between the two uses. The parking requirements for each use are provided in Table 9 below for further clarity:

Table 9 – Bethel Baptist Church Parking

Church Parking Summary			
Type	Code Requirement	Required	Provided
Required Off-Street Parking Spaces	1 per 5 seats in sanctuary	121 (606 seats)	121
Childcare Parking Requirement			
Employees	1 spot per employee	~~15~~**10**	15
Children	1 spot per 10 children	~~200~~**70**/10 = ~~20~~**7**	20
Youth Worship	1 spot per 100 sq. ft.	1,174 sq. ft./100 = 11.74	12
Parking Summary Total			
Use	**Required**		**Provided**
Church Parking	121		160
Childcare Parking	**29**~~47 (including 22 for childcare drop off)~~		47
Total Spaces	168		207

This calculation is consistent with how parking demand is evaluated for religious facilities throughout the City. ~~As detailed in Table 8, and Table 9, t~~**T**here is little overlap between the daycare operations, and the church operations; namely, drop-off for the daycare will occur between 7:00 AM – 8:00 AM **on Thursday** ~~Monday through Friday~~ while those who work in the church administration will arrive at 9:00 AM. Furthermore, the busiest times for operation of the church are Sundays due to service which does not conflict with the daycare operations.

Based on the operational characteristics of the church and daycare, and the amount of provided parking, there is sufficient off-street parking to accommodate both uses on the site, and given the site design, it is unlikely that drop offs will negatively affect the driveway entrances.

11. Building Design:

    h. Building Height, Mass, and Scale:

The height of the building is approximately 29'-11", while the tower feature is approximately 42'-5". The proposed zoning of R-5-30 does allow for structures up to 75'-0," therefore the proposed building height is consistent with the requirements of the proposed zone. The newly constructed sanctuary will be approximately 186'-0" away from the easterly property line, and 340'-9" from the southerly property line therefore reducing the overall mass and scale for the adjacent properties. Additionally, the tallest feature is oriented away from the surrounding properties, and will face Brotherton Road. The increased setback, orientation of the newly constructed buildings, and overall landscaping design serve as visual buffers to surrounding properties, and would not be out of scale with the community.

    i. Building Materials:

The new sanctuary hall will consist of the following building materials: stucco, wood-like ceramic tile, metal panels, and stone. The use of the varying materials is consistent with Article 64 (Design Review) standards in that the exterior is limited to only three to four materials, and is intended to replicate natural materials. The color scheme also includes soft and subtle hues such as brownish and gray colors.

ADJUSTMENT PLAT

In order to facilitate the development of the Alexan on the existing westerly parcel (APN: 236-333-41-00), an Adjustment Plat has been requested to adjust the boundaries of the existing parcels. Pursuant to Chapter 32 (Subdivisions), of the Escondido Municipal Code, an Adjustment Plat allows for adjustment of existing legal parcels as long as no new lots are created. The resulting parcels (see Exhibit "F" to Resolution No. 2026-08) would meet the minimum lot size standards under the proposed Zone Map Amendment. Prior to issuance of a building permit, the Applicant will be responsible for recording the Adjustment Plat to reflect the new locations of the property lines.

FISCAL ANALYSIS

The Applicant will be responsible for payment of Development Impact Fees to at the time of building permit issuance. The payment of the Development Impact Fees is intended to defray the cost of capital improvements related to the development project.

ENVIRONMENTIAL ANALYSIS

A Notice of Preparation (NOP) was issued for the Project on September 21, 2023 in compliance with section 15082 of the California Environmental Quality Act (CEQA) guidelines. A virtual public scoping meeting was conducted on October 11, 2023 for the project and members of the public participated in the meeting. Staff received responses from two responsible/trustee agencies (California Department of Transportation and Native American Heritage Commission) during the public NOP review process.

A draft Environmental Impact Report (State Clearing House Number #2023090610) was circulated for 45-day public review period from January 22, 2026 to March 9, 2026. Comments letters/emails were received during and after this review period from various state and local agencies and members of the public. Responses to all correspondence received have been incorporated into the Final Environmental Impact Report ("FEIR"). Mitigation

measures required under CEQA were developed to reduce the potential for adverse impacts with respect to biology, cultural resources, hazards and hazardous materials, noise, transportation, and tribal cultural resources. A Final EIR has been prepared for the Project that includes project comments and response to comments, mitigation measures, errata section noting any corrections/modifications to the final environmental document, along with CEQA findings.

The Draft and Final EIR, technical appendices, response to comments and CEQA findings can be viewed at the following link: Alexan Escondido and Bethel Baptist Church Project | Escondido, CA

As part of the environmental review process, Planning staff issued consultation invitations to a list of tribal groups maintained by the California Native American Heritage Commission, as required by state law (SB18 for all projects involving an amendment to the General Plan. Additionally, staff issued separate consultation invitations to a small subset of tribal groups, as required by another state law (AB52) for all projects subject to the California Environmental Quality Act. A total of 3 tribal groups (Rincon Band of Luiseno Indians, San Luis Rey Band of and San Pasqual) requested formal consultation pursuant to SB18 and/or AB52. Consultation activities with these 3 tribal groups took the form of virtual meetings, emails/letters and phone calls with City staff. During consultation activities, tribal representatives were given the opportunity to review the project plans, technical studies and ask questions, and discuss mitigation measures to address potential impacts to historic, cultural and tribal cultural resources. Their recommendations regarding the inclusion of mitigation measures to address inadvertent discoveries of tribal cultural resources during grading/construction operations have been incorporate into the final EIR and Mitigation Monitoring and Reporting Program (MMRP) to include Native American monitor(s) during ground-disturbing activities.

PUBLIC NOTICE/INPUT

Pursuant to Section 33-1300 of Division 6 (Public Hearings, Notices, Fees, and Appeals) in Article 61 (Administration and Enforcement) of the Escondido Zoning Code, public notice was provided through the following methods:

Times-Advocate: The Notice of Public Hearing was published in the Times-Advocate on July 16, 2026.

Mailings: The Notice of Public Hearing was mailed out to approximately 66 property owners within a 500-foot radius of the subject property with prepaid postage on July 15, 2026.

On-site posting: The Applicant posted a Notice of Public Hearing on July 22, 2026.

In addition to the Notice of Public Hearing required by the Escondido Zoning Code, advance notice of the Project was also provided in compliance with the CEQA as detailed in the “Environmental Analysis” section of the staff report.

To date, there has been a large amount of public correspondence received regarding the Project. The Final EIR includes a record of all comments receive during the circulation period of the DEIR; in addition to the City’s response to comments. A summary of the topics is provided below:

1. Traffic Congestion

A number of comments received during the public review raised concerns regarding traffic congestion within the Project area. A project-specific transportation study was completed that included a Local Mobility Analysis (LMA) for compliance with the City's 2012 General Plan policies related to Level of Service (LOS), and a Vehicle Miles Traveled (VMT) analysis for analysis of environmental impacts under CEQA. The majority of comments were related to traffic congestion which is not considered a significant impact on the environment pursuant to CEQA; however, residents and community members are concerned about conditions in their neighborhood. As detailed in the Local Mobility Analysis (see Appendix J to the EIR), four intersection and one street segment would exceed the General Plan standards for roadway operations of LOS D or better:

- Citracado Parkway/Felicita Road
- Citracado Parkway/I-15 Northbound Ramps
- Gamble Lane/I-15 Southbound Off-Ramp
- Citracado Parkway/Miller Avenue
- Felicita Road between Project Driveway #2 and Citracado Parkway

The Project has been conditioned to make physical improvements or a fair-share contribution to improve the efficiency of traffic flow and operations at the four intersections, and one street segment identified above. These design features provide compliance with the City's General Plan as it pertains to the Quality-of-Life standards. It is important to note that these are **not** mitigation measures since automobile delay (i.e. LOS) is not considered an impact on the environment.

In addition to concerns related to traffic congestion, a number of public comments raised concerns regarding the lack of sidewalks in the area. As detailed in the draft conditions of approval for the Alexan (see Exhibit K to Resolution No. 2026-08), the Applicant will construct sidewalk and pedestrian improvements near Miller Elementary school and the Project, including but not limited to: installation of high visibility crosswalks, construction of new sidewalks, and pedestrian ramps. These improvements are in addition to the improvements outlined in Exhibit K.

2. Community Character

A number of comments received during the public review of the DEIR expressed concerns regarding neighborhood combability, building scale, and community character. As it pertains to CEQA, CEQA requires an analysis of physical impacts on the environment, and generally excludes social and economic impacts, such as property values or neighborhood characteristics; however, CEQA does require an assessment of potential aesthetic impacts related to visual character. As detailed throughout this staff report, the Project would be consistent with applicable policies governing scenic equality, and the Escondido Municipal Code. While the proposed residential development would be at a greater scale compared to existing residential development, the mass and scale of the proposed buildings would not be out of character, or inconsistent with the urban form and characteristics of the U5 land use designation as described in the 2012 General Plan. Furthermore, as envisioned in the 2012 General Plan, this area of the City was identified for large scale office buildings ranging from 1 to 3 stories, and encompassing buildings up to 1,291,995 sq. ft on the Property.

3. Hydrology and Drainage

A number of comments were received regarding flooding on the project site and in the project vicinity. Hydrology studies and a stormwater quality management plan were prepared for both components of the Project. Site

runoff from the residential development and church development would be directed to stormwater basins within each respective development area. Furthermore, the Project would be subject to the National Pollutant Discharge Elimination System (NPDES) and City requirements related to stormwater treatment and drainage, and would provide stormwater capture and treatment system on-site.

As of the date of publication, City staff have received public comments which are attached to the staff report (Attachment 8 – Public Comments).

CONCLUSION AND RECOMMENDATION

As detailed throughout this staff report, the Project includes several entitlements that are requested to facilitate development of the Alexan Residential Development and the Bethel Baptist Church Conditional Use Permit Modification and Redevelopment. The Project would revitalize an approximately 14.83-acre site by redeveloping it with uses that comply with several General Policies; specifically, the development would assist the City in achieving its Regional Housing Needs Allocation (RHNA) through the provision of 245 above-market rate units and 13 very-low-income units. Furthermore, as analyzed in the Draft Environmental Impact Report, environmental impacts caused by the Project can be reduced to a less than significant impact with mitigation incorporated, and would be less than impacts caused by a development consistent with the existing General Plan land use designation.

Based on the analysis provide in this staff report, and the findings detailed in Exhibit "J" of Resolution No. 2026-08, City staff recommends that the Planning Commission adopt Resolution No. 2026-08 recommending that the City Council certify the Final Environmental Impact Report, and approving the Project.

Motion as recommended by City staff: "*I move to adopt Resolution No. 2026-08"*

ATTACHMENTS

1. General Plan Amendment Authorization City Council Staff Report, dated May 24, 2026.
2. Aerial, General Plan and Zoning
3. Alexan Site Plan
4. Bethel Baptist Church Site Plan
5. Density Bonus Request
6. 2012 General Plan Consistency Analysis – The Alexan and Bethel Baptist Church
7. Statement of Operations – Bethel Baptist Church
8. Public Correspondences
9. Draft Planning Commission Resolution No. 2026, including Exhibits "A" – "L"
    a. Exhibit "A" – Legal Description

b. Exhibit “B” – The Alexan Complete Plan Set

c. Exhibit “C” – Bethel Baptist Church Complete Plan Set

d. Exhibit “D” – General Plan Map Amendment

e. Exhibit “E” – Zone Map Amendment

f. Exhibit “F” – Adjustment Plat

g. Exhibit “G” – Final Environmental Impact Report

h. Exhibit “H” – California Environmental Quality Act Findings of Fact

i. Exhibit “I” – Mitigation Monitoring and Reporting Program

j. Exhibit “J” – Finding of Fact/Factors to Be Considered

k. Exhibit “K” – The Alexan Conditions of Approval

l. Exhibit “L” – The Bethel Baptist Church Conditions of Approval

Attachment "B" – Amended Resolution No. 2026-08

Planning Commission
Hearing Date: August 11, 2026
Effective Date: August 12, 2026

PLANNING COMMISSION RESOLUTION NO. 2026-08**R**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ESCONDIDO, CALIFORNIA, RECOMMENDING CITY COUNCIL CERTIFICATION OF A FINAL ENVIRONMENTAL IMPACT REPORT, WHICH INCLUDES FINDINGS OF FACT AND MITIGATION MONITORING AND REPORTING PROGRAM, AND RECOMMENDING APPROVAL OF A GENERAL PLAN AMENDMENT, ZONE MAP AMENDMENT, MAJOR PLOT PLAN AND DESIGN REVIEW PERMIT FOR CONSTRUCTION OF A 258 UNIT MULTI-FAMILY PROJECT, AND MODIFICATION TO AN EXISTING CONDITIONAL USE PERMIT AND DESIGN REVIEW PERMIT FOR CONSTRUCTION OF A 600 SEAT SANCTUARY, INCLUDING A GRADING EXEMPTION AND ADJUSTMENT PLAT IN SUPPORT OF THE ALEXAN AND BETHEL BAPTIST CHURCH PROJECT

APPLICANT: TRAMMELL CROW RESIDENTIAL (C/O GREG MOSIEVE)

CASE NO: PL23-0273/PL23-0274/PL23-0275/PL23-0276/PL25 0275/PL26-0010/PL26-0219

WHEREAS, Trammell Crow Residential ("Applicant"), filed a land use development application, Planning Case Nos. PL23-0273/PL23-0274/PL23-0275/PL23-0276/PL25-0275/PL26-0010/PL26-0219 ("Application") constituting a request for a General Plan Amendment to amend the land use for the property from Planned Office (PO) to Urban V (U5); a Zone Map Amendment to change zoning from Residential Estates (RE-20) to Very High Multiple Family District (R-5-30); a Major Plot Plan and Design Review Permit for construction of 258 multi-family units, inclusive of a Density Bonus Request ("Alexan"); a Conditional use Permit modification and Design Review Permit to modify an existing Conditional Use Permit and to demolish and reconstruct a sanctuary hall for approximately 600 individuals ("Bethel Baptist

Church”); and a Grading Exemption to permit fill slopes and retaining walls up to 12’-0” in height, and an Adjustment Plat to adjust property boundaries to facilitate construction (“Project”) on a 14.83-acre site located at 855 Brotherton Road, Escondido, CA (APN: 236-333-41-00/236-333-53-00), in the Residential Estates (RE-20) zone; and

WHEREAS, the subject property is all that real property described in Exhibit "A," which is attached hereto and made a part hereof by this reference as though fully set forth herein (“Property”); and

WHEREAS, the Application was submitted to, and processed by, Planning Services 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, 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 Application was assessed in conformance with CEQA, and the Final Environmental Impact Report (“FEIR”) (SCH #2023090610) consisting of the Draft Environmental Impact Report (“DEIR”), comments and responses to comments, and CEQA findings have been prepared pursuant to CEQA, and to analyze the environmental effects of the Project; and,

WHEREAS, Section 21000 et. seq. of the Public Resources Code and Section 15000 et. seq. of Title 14 of the California Code of Regulations (CEQA Guidelines) which govern the preparation, content, and processing of an Environmental Impact Report (“EIR”), have been fully implemented in the preparation of the EIR;

WHEREAS, the City Council is required pursuant to CEQA (Guidelines Section 15021), to adopt all feasible mitigation measures or feasible project alternatives that can substantially lessen or avoid any significant environmental effects keeping in mind the obligation to balance a variety of public objectives; and

WHEREAS, as reflected in the Final EIR, Mitigation Measures required under CEQA were developed to reduce the potential for adverse effects with respect to biological resources, cultural resources, hazards and hazardous materials, noise, transportation and tribal cultural resources. In determining whether the proposed Project has a significant effect on the environment, the City has based its decision on substantial evidence and has complied with CEQA Section 21081.5 and 21082.2 and CEQA Guidelines Section 15901(b); and

WHEREAS, the Project requires a General Plan Amendment to change the land use designation from Planned Office (PO) to Urban V (U5: 30 dwelling units per acre) to facilitate development of the Alexan and Bethel Baptist Church; and,

WHEREAS, pursuant to Article 61 (Administration and Enforcement), a Zone Map Amendment is requested to change the zoning district from Residential Estate (RE-20: 20,000 sq. ft. minimum lot sizes) to Very High Multiple Family District (R-5-30) to create consistency with the proposed General Plan Amendment;

WHEREAS, multi-family residential uses are permitted in the proposed R-5-30 Zone, subject to the approval of a Major Plot Plan Permit, in accordance with Section 33-1314 of the Escondido Zoning Code; and,

WHEREAS, construction of the Alexan requires a Design Review Permit in accordance with Article 64 (Design Review) of the Escondido Zoning Code; and,

WHEREAS, the Project includes a request of a Density Bonus, in accordance with State Density Bonus Law, and Article 67 (Density Bonus and Residential Incentives), in order to exceed the maximum allowable number of units and to utilize incentive/concessions and waivers; and

WHEREAS, based on the administrative record, the requested incentives/concessions would not impact the public health and safety, nor would it impact any real property within that site that is listed within the California Register of Historical Resources; and

WHEREAS, the Project includes a request to modify an existing Conditional Use Permit for the Bethel Baptist Church ~~to modify the operations of the existing daycare school facility to accommodate up to 200 students, 15 staff members, and amend the days of operation~~; and,

WHEREAS, the Bethel Baptist Church also request demolition of the existing 24,395 square-foot sanctuary building, and construction of a 24,627 sq. ft. 600-seat sanctuary on the easterly wing of the building, and requires a Design Review Permit pursuant to Article 64; and,

WHEREAS, an Adjustment Plat is requested pursuant to Section 32.402.01 (Applicability) of Chapter 32 (Subdivisions) of the Escondido Municipal Code (EMC) to adjust the boundaries between two adjacent parcels to facilitate development of the Alexan; and,

WHEREAS, a Grading Exemption is requested pursuant to Section 33-1066(C) (Design Criteria) to construct fill slopes and retaining walls up to 12'-0" in height; and,

WHEREAS, the Planning Division studied the Application, performed necessary investigations, prepared a written report, and hereby **recommends approva**l of the Project as depicted on the plan sets shown in Exhibits "B" and "C", the General Plan Amendment as depicted in Exhibit "D," the Zone Map Amendment as depicted in Exhibit "E," and the Adjustment Plat as exhibited in Exhibit "F" 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 August 11, 2026, 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 August 11, 2026, 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, certifies that it has reviewed and considered the Final Environmental Impact Report, provided as Exhibit “G,” which is attached hereto and made a part hereof by this reference as though fully set forth herein, and determined that it is complete and adequate for this project, and there are no significant environmental effects which are not mitigated. After consideration of the Final EIR and in conjunction with making specific findings, the Planning

Commission hereby **recommends** that the City Council certify the Final EIR in accordance with the requirements of CEQA.

3. The Findings of Fact and Mitigation Monitoring and Reporting Program of this Resolution provide findings required under Section 15091 of the CEQA Guidelines for significant effects of the Project. The Planning Commission hereby recommends the City Council adopt these various CEQA Findings of Fact, detailed in Exhibit "H", which is attached hereto and made a part hereof by this reference as though fully set forth herein. The Mitigation Monitoring and Reporting Program, included as Exhibit "I," which is attached hereto and made a part hereof by this reference as though fully set forth herein, is hereby recommended to be adopted to ensure implementation of feasible mitigation measures identified in the EIR. The Planning Commission finds that these mitigation measures are fully enforceable conditions on the Project and shall be binding upon the City and affected parties.
4. After consideration of all evidence presented, and studies and investigations made by the Planning Commission and on its behalf, the Planning Commission makes the following substantive findings and determinations, attached hereto as Exhibit "J," 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.
5. The Application to use the Property for the Project, subject to each and all of the conditions hereinafter set forth in Exhibits "K" and "L" is hereby **recommend for approval** by the Planning Commission. The Planning Commission expressly declares that it would not have **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.

Attachment “B” – Amended Resolution No. 2026-08

6. The development plans for the Project are on file in the Planning Division of the Development Services Department and are available for inspection by anyone interested herein, and the development plans are incorporated herein by this reference as if they were fully set forth herein. The Project is recommended for conditional approval as set forth on the Application and Project drawings, all designated as recommended for approval by the Planning Commission, 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.

~~BE IT FURTHER RESOLVED that, pursuant to Government Code section 66020(d)(1):~~

Attachment “B” – Amended Resolution No. 2026-08

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 11th day of August, 2026, by the following vote, to wit:

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

_____
STAN WEILER, Chair
Escondido Planning Commission

ATTEST:

_____
GARRETT SMITH, Secretary of the
Escondido Planning Commission

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

_____
ANGEL ESTRADA, Minutes Clerk
Escondido Planning Commission

Attachment "C" – Excerpt of Exhibit "L" to Resolution No. 2026-08

A. Specific Planning Division Conditions:

1. Project Mitigation Measures and Project Features

   i. The approval of the General Plan Amendment, Zone Map Amendment, Conditional Use Permit Modification, Design Review Permit, and Grading Exemption, called the Bethel Baptist Church (hereinafter referred to as "Project"), is subject granted subject to the approval of the Final Environmental Impact Report, and is subject to all Project features and mitigation measures contained therein. Applicant shall implement, or cause implementation of the Final EIR Mitigation Monitoring and Reporting Program, as provided as Exhibit "J" to Resolution No. 2026-08.

2. The following Grading Exemptions are approved under this approval:

   i. Fill Slopes and Retaining Walls up to 12'-0" in height adjacent to the easterly property line.
   ii. No further exemptions are approved.

3. No modifications to Planning Case No. 80-77-CUP are approved under this Conditional Use Permit Modification. A request to increase the number of enrollees, number of staff, or changes to the hours of operation will require a Conditional Use Permit modification.

~~3. The following modifications to 80-77-CUP as detailed in the "Supplemental Details of Request – Bethel Baptist Church Project" section of the Planning Commission staff report, dated August 11, 2026 are approved to the operations of the existing daycare facility:~~

~~i. Maximum student capacity: 200~~
~~ii. Number of staff: 15~~
~~iii. Hours of Operations - Monday through Friday: 7:00 AM – 6:00 PM~~

4. Approval of the Conditional Use Permit modification does not included modifications to the existing hours of operation for the existing religious facility or permit any temporary events. All temporary events are subject to Article 73 (Temporary Uses, Outdoor Display, and Sale of Retail Merchandise) of the Escondido Zoning Code.

EXHIBIT "J"

PROJECT NOS. PL23-0273/PL23-0274/PL23-0275/PL23-0276/PL25-0275/PL26-0010/PL26-0219

FACTORS TO BE CONSIDERED / FINDINGS OF FACT

Environmental Determinations:

1. Pursuant to the California Environmental Quality Act, ("CEQA"), Public Resources Code section 21000 et. seq.), and its implementing regulations (the State CEQA Guidelines), Article 14 of the California Code of Regulations section 15000 et. seq., the City of Escondido ("City") is the Lead Agency for the project ("Project"), as the public agency with the principal responsibility for approving the Project.

2. In accordance with CEQA Guidelines Section 15082, the City distributed a Notice of Preparation ("NOP") of the Draft EIR to the State Clearinghouse, local and regional responsible agencies, and other interested parties on July 21, 2023, for a 30-day public comment period. Various agencies and other interested parties responded to the NOP. In addition, a public scoping meeting was held on October 30, 2023.

3. The Draft EIR for the proposed Project was then prepared and after completing the Draft EIR (Stateclearing House #2023090610), the City released the document for public review for a 45-day public comment period by filing a Notice of Availability with the County Clerk of San Diego, and posting the Draft EIR with the State Clearinghouse. The 45-day public comment period started January 22, 2026, and ended March 09, 2026. During the public comment period of the Draft EIR, the City consulted with and requested comments from all responsible and trustee agencies, other regulatory agencies and others pursuant to State CEQA Guidelines Sections 15086 and 15087.

4. The City received comments concerning the Draft EIR from public agencies, organizations, and individuals, and pursuant to CEQA Guidelines Section 15088, the City prepared responses to all written comments received on the Draft EIR which raised environmental issues. The City has determined that the comments received on the Draft EIR did not contain any significant new information within the meaning of CEQA Guidelines Section 15088.5 and therefore, recirculation of the Draft EIR is not required.

5. The City prepared a Final EIR, which contains the information required by CEQA Guidelines Section 15132, including the Draft EIR, the technical appendices and

referenced documents, revisions and additions to those documents, public and agency comments on the Draft EIR, and the City' s responses to comments.

6. The Planning Commission has carefully reviewed and considered all environmental documentation comprising the Final EIR, including the Draft EIR and the revisions and additions thereto, the technical appendices and referenced documents, CEQA Findings, and the public comments and responses thereto (on file in the Office of the City Clerk and incorporated by this reference), and has found that the Final EIR considers all potentially significant environmental impacts of the Project and is complete and adequate, and fully complies with all requirements of CEQA and the State CEQA Guidelines. The Planning Commission has considered all significant impacts, mitigation measures, and Project alternatives identified in the Final EIR and found that all potentially significant impacts of the Project have been lessened or avoided to the extent feasible. The Planning Commission also finds that the Project alternatives would not satisfy the Project objectives as effectively as the Project.

7. Pursuant to Public Resource Code Section 21082.1(c)(3) and CEQA Guidelines Section 15090(a)(3), the Planning Commission also finds that the EIR reflects the City's independent judgment as the lead agency for the proposed Project.

8. As required by CEQA, the City, in recommending City Council adoption of these Findings of Fact, also recommends adoption of the Mitigation Monitoring and Reporting Program (MMRP). The Planning Commission finds that the MMRP meets the requirements of California Public Resources Code (PRC) Section 21081.6 by providing for the implementation and monitoring of measures intended to mitigate the potentially significant effects of the recommended Project.

General Plan Amendment Findings (PL23-0273) (General Plan Amendment Policy 17.5)

The Planning Commission has reviewed the record, including applicable CEQA findings, and recommends that the City Council make the following findings in approving the General Plan Amendment:

As discussed throughout the Planning Commission staff report dated August 11, 2026, the Project would amend the City's adopted land use map to facilitate the development of a 258 multi-family apartment project, inclusive of affordable units; and the modification and redevelopment of the Bethel Baptist Church. The Property was identified as being within the Felicita Corporate Office Center – Target Area 10 (Figure II-29 of the Land Use and Community Form Chapter of the General Plan), and was designated as Planned Office (PO) in the City's Land Use Map. The key principles of the Target Area 10 are to promote employment opportunities and to raise the City's median income

and improving the jobs/housing balances. Target Area 10 is approximately 87-acres in size, and is currently developed with low-intensity medical offices, single family units, churches, agriculture, and vacant land ues. The current Application reflects a broader trend of the conversion of non-residential land uses to residential land uses, especially for office land use designations. The City has processed, and is processing, similar request related to residential development occurring in areas previously not identified for residential development. The Project as proposed is consistent with several general plan policies as outlined in Attachment 6 of the Planning Commission staff report. Furthermore, as detailed in the Draft Enviromental Impact Report, an alternative buildout under the existing General Plan ("Planned Office Land Use Alternative") would construct a building of approximately 1,291,995 square-feet of office space, and due to the increase in building area and vehicle trips that would be generated under this alternative would increase the severity of less than significant impcats related to air quality, energy, and GHG Emissions. The Project as proposed can mitigate all impacts to less than significant, and would be less impactful then the Planned Office Land Use Alternative. Given the current housing crisis, the Project would fulfill several Housing Element Policies (Housing Policy 1.2, 1.4, 1.5, 1.7. and 1.9) and would assist the City's in meeting its Regional Housing Needs Allocation through the construction of market rate and very low income units. It would also revitalize an underutilize parcel, and allow for an expansion of an existing religious facility and improvement of the site through new stormwater control measures, and landscaping. The identifying social and city-wide economic factors related to housing, and the decline in office development, has made the existing General Plan Designation inappropriate from the standpoint of the general public welfare, and would introduce office developments in a primarily residential area, and as detailed in the DEIR would introduce greater environmental impacts. The proposed General Plan Amendment would introduce new residential development, and more housing stock, in an area developed primarily with residential uses, and conveniently adjacent to Interstate-15.

Zone Map Amendment Findings (PL26-0219) (Section 33-1263 of Article 61 Administration and Enforcement of the Escondido Zoning Code)

The Planning Commission has reviewed the record, including applicable CEQA findings, and recommends that the City Council make the following findings in approving the Zone Map Amendment:

1. *That the public health, safety and welfare will not be adversely affected by the proposed change;*

As discussed in the Planning Commission staff report, dated August 11, 2026, the Project includes a request to amend the Citywide Escondido Zoning Map to change the existing zoning from Residential Estates (RE-20: 20,000 square-foot [sq. ft]) to Very High Multiple Family District (R-5-30). The Project was reviewed by the City's Staff Development Committee comprised of the

following disciplines: Planning, Engineering, Building and Safety, Fire, Utilities, and Environmental Programs. The Project would introduce a residential land use, and has been conditioned to comply with the requirements of the Escondido Municipal Code, and Escondido Zoning Code. The proposed use would not affect the public health, safety, and welfare in that the Project has been conditioned to comply with the City's standards related to the provision of water, sewer, roadway improvements, and other required utilities.

2. *That the property involved is suitable for the uses permitted by the proposed zone;*

The entirety of the Project site is approximately 14.63 acres, and following the adjustment of the existing property boundaries, the Alexan will occupy 7.92-acres on its own parcel while the Bethel Baptist Church will occupy 6.68-acres. The property is suitable for the the uses allowed by the proposed zone in that the resulting parcels will meet the minimum lot size requirements, and frontage requirements required by Article 6 (Residential Zones) of the Escondido Zoning Code.

3. *That the uses permitted by the proposed zone would not be detrimental to surrounding properties;*

The Project site is primarily surrounded by single-family residences to the east, south, and west, while there is an existing educational facility to the north. This area of the City is predominately surrounded by the Suburban and Estate II land use designations; however, there are several areas that were identified as Planned Office (PO) in the adopted 2012 General Plan. The Project would redesignate the Property from PO to Urban V (U5) therefore introducing multi-family residential ues to the area, in addition to redevelopment of the Bethel Baptist Church. Generally, the uses permitted by the proposed zone (i.e. residential and limited nonresidential uses) are consistent with the allowed uses in the surrounding properties.

4. *That the proposed change is consistent with the adopted general plan;*

As detailed in the Planning Commission staff report, dated August 11, 2026, the Project includes a General Plan Amendment to amend the land use designation from PO to U5 which would allow development of the Project. The proposed changed under the Zone Map Amendment is necessary to create consistency with the proposed General Plan Amendment; therefore, upon approval of the General Plan Amendment, the proposed changed would be consistent with the adopted 2012 General Plan.

5. *That the proposed change of zone does not establish a residential density below 70% of the maximum permitted density of any lot or parcel of land previously zoned R-3, R-4, or R-5*

unless the exceptions regarding dwelling unit density can be made pursuant to the provisions set forth in Article 6;

The proposed Zone Map Amendment does not establish a residential density below 70% of the maximum permitted density of any lot or parcel of land previously zoned R-3, R-4, or R-5 in that the Property is currently zoned RE-20. Upon approval of the Zone Map Amendment, the Project would be rezoned to R-5-30, and would not be developed at a residential density below 70% of the maximum permitted density.

6. That the relationship of the proposed change is applicable to specific plans.

The Property is not identified as being within a Specific Plan in the adopted 2012 General Plan. Therefore, this finding is not applicable.

Major Plot Plan Permit Findings (PL23-0275) (Section 33-1316 of Division 8 of Article 61 – Administration and Enforcement)

The Planning Commission has reviewed the record, including applicable CEQA findings, and recommends that the City Council make the following findings in approving the Major Plot Plan Permit:

1. That the use is a permitted use in the zone in which it is located.

The Project includes a Zone Map Amendment to rezone the subject Property from RE-20 to R-5-30. The Project includes multiple-family dwellings which is a permitted use in the R-5-30 zone as detailed in Table 33-94 in Article 6 (Residential Zones) of Chapter 33 (Escondido Zoning Code). The Project would develop up to 258 dwelling units which amounts to 32.6 dwelling units per acre. The maximum density in the zone is 30 dwelling units per acre; however, the Project includes a Density Bonus Request, which allows for an increase in density pursuant to State Density Bonus Law and Article 67 (Density Bonus and Residential Incentives) of Chapter 33. Upon approval of the Zone Map Amendment, the proposed use would be permitted in the zone in which it is located.

2. That the plot plan is granted subject to such conditions as deemed necessary to meet the standards of the use and zone in which it is located and to comply with applicable design standards.

The Major Plot Plan for the Alexan has been conditioned to comply with the requirements of the standards for the use in the R-5-30 zone. As detailed in the Planning Commission staff report, dated August 11, 2026, the design of the Alexan complies with the development standards of the R-5-30 zone including but not limited to off-street parking, building height, setbacks, floor-area-ratio, and open space/landscaping requirements. The Project also includes the provision of 13

very-low-income rental units which permits the utilization of incentives/concessions, and waivers pursuant to State Density Bonus Law and Article 67. The incentives/concessions, and waivers identified in the staff report are limited to open space, projections into setbacks, private storage, and floor area ratio; however, pursuant to State law, the granting of the requested incentives/concessions and waivers do not constitute inconsistencies with the standards of the R-5-30 zone, therefore, the Project complies with the requirements of the zone.

3. *That the plot plan is granted subject to such additional conditions as deemed necessary and desirable to preserve the public health, safety and general welfare.*

The Project was reviewed by the City's Staff Development Committee which is comprised of the following disciplines: Planning, Engineering, Building and Safety, Fire, Utilities, and Environmental Programs. The Project has been conditioned to construct standard improvements to existing utilities and roadway improvements to service the Project site. These additional conditions are necessary to preserve the public health, safety, and general welfare.

Design Review Permit Findings (PL26-0010) (Section 33-1359 of Article 64 of the Escondido Zoning Code)

The Planning Commission has reviewed the record, including applicable CEQA findings, and recommends that the City Council make the following findings in approving the Design Review Permit:

1. *The proposed site plan has been designed in a manner which is compatible with the natural and urban characteristics of the site and the surrounding neighborhood*

The Alexan has been designed to minimize impacts to surrounding properties, specifically the site plan is designed to concentrate the larger four-story buildings furthest away from the properties to the south; additionally, the buildings would be further screened from Felicita Road due to the placement of the three-story buildings and abundant landscaping. The site plan also centralizes a majority of the on-site improvements (e.g. off-street parking areas, common open space areas, and the recreation buildling) away from the surrounding neighborhood further minimizing visual and noise impacts to the surrounding properties. Off-street parking has been designed to minimize lightspill over to surrounding properties by reorienting the parking stalls parallel to the southerly property line, and the proposed carport structures are adjacent to the the Bethel Baptist Church site. Therefore, the Alexan site plan is designed in a manner that is compatible with the surrounding neighborhood.

2. *The bulk, scale, and architectural design of the proposed structure are compatible with the character of the surrounding neighborhood.*

As detailed in the Planning Commission staff report dated, August 11, 2026, the Project would introduce three-and-four-story buildings into an area primarily comprised of single-family residences. The zoning of the surrounding properties permit up to two-stories and a total overall height of 35'-0"; however, the increased height permitted by the proposed Zone Map Amendment would not be out of character with the surrounding neighborhood. The Projects implement the design standards outlined in Article 64 (Design Review) as it pertains to building design in order to minimize impacts to surrounding properties. For example, the Project avoids monotonous repetitions through the incorporation of varying roof and wall planes, and through the limited use of materials on the exterior of the building. The proposed color palette also consist of subtle hues that are compatible with the surrounding natural environment. Therefore, the bulk, scale, and architectural design of the proposed structures will be compatible with the surrounding neighborhood.

3. *The project incorporates landscaping, irrigation and screening which is drought tolerant, appropriate for the site, and in compliance with the landscape standards established by the city.*

The Project has been reviewed for compliance with Article 62 (Water efficient Landscape Regulations) and complies with the requirements relative to street tree count, on-site landscaping, trees per dwelling unit, and allowable water usage.

4. *All grading related to the project is in conformance to design standards set by Article 55, Grading and Erosion Control.*

The Project does include construction of fill slopes along the southerly property line, and cut slopes along the easterly property line (adjacent to the Bethel Baptist Church) and northerly property line (adjacent to Brotherton Road). The fill slopes along the southerly property line are approximately 3'-0" in height, and include a maximum retaining wall height of 5'-0" for a total slope height of approximately 8'-0". Pursuant to Article 55 (Grading and Erosion Control), fill slopes within 50'-0" of a property line are typically limited to 5'-0"; however, discretion exist for those between 5'-0" and 10'-0" in height. While these slopes are adjacent to residential properties to the south, the site plan has been designed to remove off-street parking spaces from this area in order to prevent light spillover into those adjacent properties. Additionally, significant landscaping has been proposed consisting of shurbs and approximately 20 trees. The cut slopes along the easterly property line are approximately 13'-0" in height due to the construction of

retaining walls; however, cut slopes within 50'-0" of a property line may be up to 20'-0" in height therefore, the overall slope height complies with the design criteria outlined in Article 55.

5. *The project has incorporated the applicable design review standards contained in the ordinance codified in this section and other applicable ordinances into the site layout and building design.*

The Project has been reviewed for compliance with design review standards in Section 33-1357 of Article 64 of the Escondido Zoning Code relative to the following: site design, architectural-buildling design, landscaping, and fencing and walls. Furthermore, with the exeception of the requsted Density Bonus incentives/concession and waivers, the Projet complies with the requirements of the Escondido Zoning Code which affect the site layout and building design.

6. *The project is consistent with the goals and objectives of the city's general plan.*

As discussed throughout the Planning Commmission staff report dated, August 11, 2026, the Project is consistent with the goals and objectives of the City's general plan. The Project would introduce housing on a site that had been identified in the City's 2012 General Plan for a potential office complex which has not come to fruition. The Project would assist the City in meeting its Regional Housing Needs Allocation (RHNA) relative to above-moderate and very-low-income units.

Density Bonus Determinations (Article 67 Section 33-1419 of Chapter 33)

1. *The Project is consistent with the provisions of this article.*

The Project includes the provision of 13 very-low-income unit which equates to 5% of the allowable base units of 238. Due to this, the Applicant is entitled to a 20% increase in density; however, only a 8.40% increase is requested therefore not exceeding the allowable increase in density. Furthermore, the Applicant is entitlted to one incentive/conession, and unlimited waivers. As detailed in the Planning Commission staff report, dated August 11, 2026, the Applicant will utilize the one incentive/concession to project into a required front yard setback, and waivers on the requirements for open space, private storage, and floor-area-ratio. Pursuant to State Density Bonus Law, and Article 67 (Density Bonus and Residential Incentives), an incentive/concession and waiver may be denied only if it will potentially result in a specific, adverse impact upon public health, safety, the environment, or any property located in the California Register of Historic Resources. Based upon the administrative record, the granting of the incentives/concession and waivers would not have a specific adverse impact on the aforementioned areas; therefore, the Project is consistent with the provisions of Article 67.

Conditional Use Permit Findings (PL23-0274) (Section 33-1203 of Article 61 of the Escondido Zoning Code)

The Planning Commission has reviewed the record, including applicable CEQA findings, and recommends that the City Council make the following findings in approving the Conditional Use Permit:

1. *A conditional use permit should be granted upon sound principles of land use and in response to services required by the community.*

The Project includes a modification to an exisiting Conditional Use Permit that was granted and adopted by the Planning Commission **on December 11, 1979**~~on April 10, 1985 (Resolution No. 3995)~~. ~~The~~ **A** Conditional Use Permit **(80-77-CUP) was approved which** allowed for establishment of a limited day care facility which permitted a total of 70 children and 10 staff members with operational hours limited to Thursdays. The request to modify the **Conditional** ~~Conditoional~~ Use Permit would allow **for continued operation of the existing religious facility and daycare facility.** ~~allow for a student capacity of up to 200, and an increase in 15 emloyees; in addition to operating from Monday through Friday. The expanded daycare would allow for the daycare to open enrollment to more individuals and provide a service in a primarily residential area.~~

2. *A conditional use permit should not be granted if it will cause deterioration of bordering land uses or create special problems for the area in which it is located.*

As detailed in the Planning Commission staff report, dated August 11, 2026, the **existing**~~proposed~~ daycare ~~expansion~~ complies with the requirements of the Escondido Zoning Code relative to off-street parking requirements, and drop-off areas. Additionally, the existing Conditional Use Permit**s** have not resulted in code enforcement actions, nor revocation indicating that the existing operation has not caused the deterioration of bordering land uses or create special probems for the area in which it is located. ~~The modification to the conditional use permit would increase the number of students and employees, and a change in the operational hours; however, the number of off-street parkings spaces has been provided in excess of what is required; furthermore, as discussed in the staff report, there will be likely minimal overlap between the operation of the church and daycare due to the hours of operation.~~

Additionally, the site has been designed to locate loading, and unloading areas, furthest away from the driveways reducing any spillover onto Brotherton Road. The site design has incorporated exetensive landscaping along the perimeter of the site which serve as visual buffers froms surrounding properties.

3. *A conditional use permit must be considered in relationship to its effect on the community or neighborhood plan for the area in which it is to be located.*

The requested modification would not have negative impacts on the surrounding community in that the Project has been conditioned to minimize impacts to surrounding property; additionally, City staff is not aware of any code enformcent issues regarding the operation of the daycare facility. The granting of the modified Conditional Use Permit is appropriate given its location in a residentially zone area as most religious uses and daycare facilities are located within residentially zoned districts throughout the City.

Design Review Permit Findings (PL25-0072) (Section 33-1359 of Article 64 of the Escondido Zoning Code)

The Planning Commission has reviewed the record, including applicable CEQA findings, and recommends that the City Council make the following findings in approving the Design Review Permit:

1. *The proposed site plan has been designed in a manner which is compatible with the natural and urban characteristics of the site and the surrounding neighborhood.*

As detailed in the Planning Commission staff report, dated August 11, 2026, the Project is located within a primarily residential neighborhood with an education facility located to the north of the Property. The proposed site plan has been designed to be setback the building away from Brotherton Road, and includes various landscaping palettes throughout the Project site to screen the proposed uses, and buildings on-site. The site is currently developed with a religious, and daycare facility, and the Project would demolish the sanctuary hall to the west, and relocate it on the east side of the buildings at approximately the same size. The Project is compatible with the urban characteristics of the neighborhood in that the mass and scale of the building is limited to 23'-1" whereas surrounding properties are permitted to have up to 35'-0" height; therefore, the buldilng would not be inconsistent with what is permitted on surrounding properties.

2. *The bulk, scale, and architectural design of the proposed structure are compatible with the character of the surrounding neighborhood.*

The proposed structure is compatible with the character of the surrounding neighborhood in that the structure is limited to 29'-11" in height with the exception of the tower feature which is 42'-0" in height. The existing zoning on surrounding properties also allow up to 2-stories and 35'-0" therefore incorporation of a building of this height would not be inconsistent with what is permitted on surrounding properties. Additionally, the tallest portion of the structure (i.e. the tower feature) is located towards Brotherton Road, and away from the residential properties to the south.

Furthermore, the varying roof and wall planes break up the mass and scale of the proposed structure by avoiding the apperance of one large box-like structure. The proposed design of the structure would be compatible with the character of the surrounding neighborhood through the visiual relief provided via landsacaping, and building form.

3. *The project incorporates landscaping, irrigation and screening which is drought tolerant, appropriate for the site, and in compliance with the landscape standards established by the city.*

The Project has been reviewed for compliance with Article 62 (Water efficient Landscape Regulations) and complies with the requirements relative to street tree count, on-site landscaping, and allowable water usage. Additionally, perimeter landscaping is proposed throughout the Project site which will serve as a visual buffer for residences to the south and east; furthermore, interior landscaping is provided along the playfield areas, and basketball courts which further screen on-site uses from adjacent properties.

4. *All grading related to the project is in conformance to design standards set by Article 55, Grading and Erosion Control.*

The Project was reviewed for conformance with the design standards outlined in Article 55, and generally complies with the requirements for construction of fill and cut slopes. Most notably, the Bethel Baptist Church site includes fill slopes up to 10'-0" and 12'-0" (inclusive of retaining wall heights) along the southerly and easterly property line. The Applicant has also requested a Grading Exemption as allowed through Article 55 (Grading and Erosion Control) of the Escondido Zoning Code, which is further discussed in the Grading Exemptions Findings. Due to the topopgraphy of the site, the property slopes towards the rear of the property, and construction of fill slopes is necessary to provide a flatter site towards the south and east for the proposed improvements. Despite the grading exemption, the grading design includes a mix of slope ratios ranging from 2:1 to 3:1 which provide variety throughout the development; and utilizes curvilinear conturing which are recommendations outlined in Article 55. Extensive landscaping is proposed along and on the slopes which further stabilizes them, and serve as visual buffers from surrounding properties.

5. *The project has incorporated the applicable design review standards contained in the ordinance codified in this section and other applicable ordinances into the site layout and building design.*

As detailed in the Planning Commission staff report, dated August 11, 2026, the Project complies with the development standards of the proposed R-5-30 zoning district including but not limited to setbacks, off-street parking, building height, and floor-area-ratio which all regulate the site layout and building design. Furthermore, the Project is designed to comply with the site design, building design, and landscaping as codified in Section 33-1357 of Article 64 (Design Review).

6. The project is consistent with the goals and objectives of the city's general plan.

The Project is consistent with the goals and objectives of the City's 2012 General plan which encourage the siting of limited nonresidential development in residential zones, such as religious uses and schools. These two components of the development are consistent with the goals and objectives of the 2012 General Plan in that they support economic development in the City through the continued operation and expansion of the daycare facility, and revitalize a portion of the site through the construction of 258 dwelling units to the east.

Grading Exemption Findings (Section 33-1066 of Article 55 of the Escondido Zoning Code)

The Planning Commission has reviewed the record, including applicable CEQA findings, and recommends that the City Council make the following findings in approving the Grading Exemption:

The Project request also includes a Grading Exemption to allow fill slopes and retaining walls up to 12'-0" along the the easterly property line. As discussed in the Planning Commission staff report, dated August 11, 2026, the topography of the Properties slopes downward towards Felicita Avenue. Due to the topopgraphy of the site, the property slopes towards the rear of the property, and construction of fill slopes is necessary to provide a flatter site towards the south and east for the proposed improvements. The Alexan Residential Development will construct 13'-0" cut slopes along the easterly property line between the two properties, and is permitted in Article 55 (Grading and Erosion Control) of the Escondido Zoning Code. The Bethel Baptist Church would construct retaining walls along the easterly property line ranging from 3'-0" – 5-0" and slopes up to 12'-0" (inclusive of the retaining wall heights). The impact to surrounding properties is minimized through significant landscaping planted along the perimeter. The desgn of the affected slopes is consistent with the design criteria in that the grading consist of rounded contoured edges, and a mix of 2:1 to 3:1 slope ratios.

Adjustment Plat Findings (PL23-0276) (Section 32.402.04 of Chapter 32 – Subdivisions)

The Planning Commission has reviewed the record, including applicable CEQA findings, and recommends that the City Council make the following findings in approving the Adjustment Plat:

1. Create any new lots;

The Project includes an Adjustment Plat to adjust the boundaries of two existing parcels, and would not result in the creation of any new lots.

2. Include any lots or parcels created illegally;

A title report was provided by the Applicant, and reviewed by City staff. A legal description was provided for the Property, and both affected parcels are legally created and identified as Lot 1 of Map 1205 Block 3 and Lot 4 of Map 1205 of Block 3.

3. Impair any existing access or create a need for new access to any adjacent lots or parcels

The Adjustment Plat will not result in the impairment of existing access or create a new for new access to any adjacent lots or parcels. Lot 1 to the west will be redeveloped with 258 multi-family dwelling units, and will have access to Brotherton Road and Felicita Road which are both public streets. Lot 4 will continue to have access along Brotherton Road with two new driveway entrances. The Adjustment Plat will not impair access to the lots to the south or east which currently have access via private and public roads.

4. Impair any existing easements or create a need for any new easements serving adjacent lots or parcels;

A title report was provided and reviewed by City staff, in addition to existing easements plotted on civil plans. Based on this information, the proposed Adjustment Plat will not impair any existing easements or create a new for any new easements serving adjacent lots or parcels.

5. Require substantial alteration of any existing improvements or create a need for substantial new improvements.

The Adjustment Plat in of itself will not require any alterations to existing improvements or create a need for substantial new improvements; however, it would facilitate the development of the Alexan on the newly created parcel, Lot 1. This would allow for improvements to service the newly developed Alexan, and for improvements to service the redeveloped Bethel Baptist Church.

No Net Loss:

Pursuant to California Government Code Section 65863, the Planning Commission recommends that the City Council make the following findings:

1. The Project site, or a portion thereof (APN:236-333-41-00), is identified in the Housing Element to accommodate a portion of the regional housing need. The identified capacity on the Project site is as follows: 3 new above moderate-income units. The proposed Project does not reduce the density of the site below what was projected in the Housing Element; the Housing Element shows a site capacity of 3 above moderate-income units, whereas 245 above-moderate income units and 13 very low-income units are proposed.

2. The proposed development's residential density is consistent with the Housing Element, and the remaining sites identified in the Housing Element are adequate to meet the requirements of Government Code Section 65583.2 and to accommodate the City's share of the regional housing need pursuant to Section 65584.

Table 4-1
MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
Biological Resources								
BIO-1	**Avoidance of Nesting Birds.** Prior to the issuance of grading or demolition permits, the City of Escondido shall verify that the following measure is shown on the grading and demolition plans: If trimming, grubbing, or vegetation clearing occurs within the nesting season (January 15 to August 31), nesting bird surveys for migratory birds and raptors shall be performed for the proposed impact area and a 300-foot buffer, where accessible, by a qualified biologist no more than 72 hours before the start of vegetation removal. If active nests are found, no-work buffers of no less than 50 feet and no more than 300 feet (for raptor species) shall be established around active nests identified within and adjacent to the project site. The qualified biologist shall determine the appropriate buffer size and level of nest monitoring necessary based on agency protocols or the species' life history, the species' sensitivity to disturbances, individual behavior, status of nest, location of nest and site conditions, presence of screening vegetation, anticipated project construction activities, ambient noise levels compared to project-related noise levels, existing non- project-related disturbances in vicinity, and existing levels of human activity. The no-work buffer shall be flagged and mapped on the construction plans and maintained until the nesting cycle is determined by the qualified biologist to	Applicant/ Contractor	Prior to Grading or Demolition Permit Issuance and During Construction between January 15 and August 31	City Planning Division	Prior to Grading or Demolition Permit Issuance and During Construction between January 15 and August 31			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	be complete. Construction shall be allowed to continue outside of the no-work buffers. Periodic monitoring, at intervals determined to be necessary by the qualified biologist, of active nests shall occur to ensure the Project does not result in the failure of the nest. At the discretion of the qualified biologist, additional minimization measures may be implemented if a nesting bird appears to be stressed as a result of project activities and the no-work buffer does not appear to provide adequate protection. Buffer sizes may also be reduced, or the extent of nest monitoring may be reduced, at the discretion of the qualified biologist. Any changes to buffer sizes and/or nest monitoring frequency shall be documented and provided to the City of Escondido.							
BIO-2	**Sensitive Vegetation Communities: Non-native Grassland**. Prior to the issuance of a grading permit, direct impacts to 7.18 acres of non-native grassland shall be mitigated at a 0.5:1 ratio through purchase of mitigation credits at an approved mitigation bank.	Applicant	Prior to Grading Permit Issuance	City Planning Division	Prior to Grading Permit Issuance			
BIO-3	**BIO-3**: **Sensitive Vegetation Communities: Emergent Wetland.** Prior to the issuance of a grading permit, direct impacts to 0.31 acre of emergent wetland shall be mitigated at a 3:1 ratio through off-site restoration, enhancement, and/or establishment/re-establishment or purchase of mitigation credits at a mitigation bank holding a Bank Instrument executed with the California Department of Fish and Wildlife (CDFW). Final mitigation requirements for impacts to emergent wetland shall be determined in consultation with the resource agencies (U.S. Army Corps of Engineers, CDFW, and Regional Water Quality Control Board) during the wetland permitting process.	Applicant	Prior to Grading Permit Issuance	City Planning Division, Resource Agencies (U.S. Army Corps of Engineers, CDFW, and Regional Water Quality Control Board)	Prior to Grading Permit Issuance			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
Cultural Resources								
CUL-1	**Tribal Cultural Resource Treatment and Monitoring Agreement**. If requested by one or more participating tribes, the applicant shall enter into a Tribal Cultural Resource Treatment and Monitoring Agreement (also known as a pre-excavation agreement) with a tribe that is traditionally and culturally affiliated with the project area ("TCA Tribe") prior to issuance of a grading permit to be submitted to the City. The purposes of the agreement are: (1) to provide the applicant with clear expectations regarding tribal cultural resources; and (2) to formalize protocols and procedures between the City, applicant, and the TCA Tribe(s) per the measures in this document for the protection and treatment of, including but not limited to, Native American human remains; funerary objects; cultural and religious landscapes; ceremonial items; traditional gathering areas; and cultural items located and/or discovered through a monitoring program in conjunction with the construction of the proposed project, including additional archaeological surveys and/or studies, excavations, geotechnical investigations, grading, and all other ground disturbing activities. A fully executed copy of the agreement and a wet-signed copy of the monitoring plan shall be provided to the City's Planning Department to ensure compliance with the conditions of approval.	Applicant/ Contractor, TCA Tribe	Prior to Grading Permit Issuance	City Planning Division	Prior to Grading Permit Issuance			
CUL-2	**Cultural Resources Monitoring Program**. Prior to issuance of a grading permit, the applicant shall retain an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for archaeology ("qualified archaeologist") to prepare a Cultural Resources Monitoring Program (CRMP) in coordination with participating tribe(s). The CRMP shall include any additional information that can be	Applicant/ Contractor, Archaeologist, TCA Tribe	Prior to Grading Permit Issuance	City Planning Division	Prior to Grading Permit Issuance			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	utilized to determine the appropriate monitoring program. The qualified archeologist and Native American monitor(s) associated with TCA Tribe(s) shall implement the monitoring program, as described in the CRMP. The archaeologist shall be responsible for coordinating with the Native American monitor(s). Verification shall be presented to the City in a letter from the qualified archaeologist that confirms that Native American monitor(s) representing requesting TCA Tribes have been retained. The City, prior to any pre-construction meeting, shall approve all persons involved in the monitoring program.							
CUL-3	**Pre-construction Meeting.** The qualified archaeologist and Native American monitor(s) shall attend the pre-grading meeting with the construction contractor to explain and coordinate the requirements of the CRMP.	Applicant/ Contractor, Archaeologist, TCA Tribe	Pre-grading Meeting	City Planning Division	Prior to Commencement of Grading			
CUL-4	**Archaeological and Native American Monitoring.** The qualified archaeologist and the Native American monitor(s) shall be on site as required by the CRMP during the initial grubbing, site grading, excavation or disturbance of the ground surface. The CRMP shall include protocols for monitoring and, if applicable, shall include any additional information and related monitoring procedures for specific areas of the project site that have been previously disturbed. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of tribal cultural resources as defined in California Public Resources Code Section 21074. Archaeological and Native American monitoring shall be discontinued when the depth of grading and soil conditions no longer retain the potential to contain cultural deposits. The qualified archaeologist, in consultation with the Native American monitor(s),	Applicant/ Contractor, Archaeologist, TCA Tribe	During Construction	City Planning Division	During Construction			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	shall be responsible for determining the duration and frequency of monitoring.							
CUL-5	**Cultural Resources Discovery.** In the event that previously unidentified cultural resources that qualify as historical, unique archaeological, and/or tribal cultural resources are discovered, the qualified archaeologist and the Native American monitor(s), shall have the authority to temporarily divert or temporarily halt ground disturbance in the area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so the monitored activity can proceed.	Applicant/ Contractor, Archaeologist, TCA Tribe	During Construction	City Planning Division	P During Construction			
CUL-6	**Assessment of Cultural Resources Discovery**. If a potentially significant historical, unique archaeological, and/or tribal cultural resource is discovered, the qualified archaeologist shall notify the City of said discovery. The qualified archaeologist, in consultation with the City, the affiliated Tribes identified through state-mandated consultation, and the Native American monitor(s), shall determine the significance of the discovered resource. A recommendation for the tribal cultural resource's treatment and disposition shall be made by the qualified archaeologist in consultation with the TCA Tribe(s) and the Native American monitor(s) and be submitted to the City for review and approval.	Applicant/ Contractor, Archaeologist, TCA Tribe	During Construction	City Planning Division	During Construction			
CUL-7	**Cultural Material Recovery.** The avoidance and/or preservation of the significant cultural resource (historical, unique archaeological and/or tribal cultural resource) or Native American remains must first be considered and evaluated as required by CEQA. Where any significant cultural resources have been	Applicant/ Contractor, Archaeologist, TCA Tribe	During Construction	City Planning Division	During Construction			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	discovered and avoidance and/or preservation measures are deemed to be infeasible by the City, then consultation with the affiliated Tribes must be conducted to determine methods to mitigate impacts. Should data recovery be determined as appropriate, the qualified archaeologist (using professional archaeological methods), in consultation with the TCA Tribe(s) and the Native American monitor(s), shall prepare a research design and data recovery program, subject to approval by the City. The archaeological monitor, in consultation with the Native American monitor(s), shall determine the amount of material to be recovered for an adequate artifact sample for analysis. Before construction activities are allowed to resume in the affected area, the research design and data recovery program activities must be concluded to the satisfaction of the City.							
CUL-8	**Discovery of Human Remains.** As specified by California Health and Safety Code Section 7050.5, if human remains are found on the project site during construction or during archaeological work, the person responsible for the excavation, or their authorized representative, shall immediately notify the San Diego County Coroner's office. Determination of whether the remains are human shall be conducted on-site and in situ where they were discovered by a forensic anthropologist, unless the forensic anthropologist and the Native American monitor(s) agree to remove the remains to an off-site location for examination. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the Coroner has made the necessary findings as to origin and disposition. A temporary construction exclusion zone shall be established surrounding the area of the discovery so	Applicant/ Contractor, Archaeologist, TCA Tribe, San Diego County Coroner's Office, Native American Heritage Commission	During Construction	City Planning Division	During Construction			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	that the area is protected, and consultation and treatment can occur as prescribed by law. In the event that the remains are determined to be of Native American origin, the Most Likely Descendant, as identified by the Native American Heritage Commission, shall be contacted in order to determine proper treatment and disposition of the remains in accordance with California Public Resources Code Section 5097.98. The Native American remains shall be kept in-situ, or in a secure location in close proximity to where they were found, and the analysis of the remains shall only occur on-site in the presence of a Native American monitor.							
CUL-9	**Tribal Cultural Resources.** If the qualified archaeologist elects to collect any archaeological materials that qualify as tribal cultural resources, the Native American monitor(s) must be present during any testing or cataloging of those resources. Moreover, if the qualified archaeologist does not collect the unearthed archaeological materials that qualify as tribal cultural resources, a Native American monitor may, at their discretion, collect the materials. All materials are to be kept on the project site in a secured location as agreed upon by the TCA Tribe(s) for later reburial on-site. Invasive or non-invasive testing is prohibited unless prior written permission from the affiliated Tribes has been received. Should the affiliated Tribes decline the collection, the collection shall be curated at a San Diego curation facility or a culturally-affiliated Tribal curation facility that meets federal standards per 36 CFR Part 79. All other resources determined by the qualified archaeologist, in consultation with the Native American monitor(s), to not be tribal cultural resources, shall be curated at the San Diego Archaeological Center. The project	Applicant/ Contractor, Archaeologist, TCA Tribe, Curation Facility or San Diego Archaeological Center	During and After Construction	City Planning Division	During and After Construction			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	archaeologist must provide written proof to the City's Planning Division that the San Diego Archaeological Center accepted and received the collections within 6 weeks upon completion of the Final Monitoring Report.							
CUL-10	**Monitoring/Evaluation Report.** Prior to the release of the grading bond, a monitoring report and/or evaluation report, if appropriate, which describes the results, analysis, and conclusion of the archaeological monitoring program and any data recovery program on the project site shall be submitted by the qualified archaeologist to the City. The Native American monitor(s) shall be responsible for providing any notes or comments to the qualified archaeologist in a timely manner to be submitted with the report. The report shall include California Department of Parks and Recreation Primary and Archaeological Site Forms for any newly discovered resources.	Applicant/ Contractor, Archaeologist, and TCA Tribe	Prior to Release of Grading Bond	City Planning Division	Prior to Release of Grading Bond			
Hazards and Hazardous Materials								
HAZ-1	**HAZ-1: Soil Sampling, Removal, and Disposal**. Prior to the issuance of a grading permit, the project applicant shall conduct near surface soil sampling and analysis in the southeastern portion of the site, limited to the area identified as Grid E6 on Figure 4.7-1[1], to define the limits of on-site soils impacted by dieldrin under the guidance of a qualified environmental consultant that is a State of California licensed professional engineer or geologist with environmental assessment and remediation experience. A soil sampling and removal report that delineates the limits of impacted soils and identifies recommendations regarding excavation, removal, and disposal of impacted soils shall be prepared and submitted for approval to the City's	Applicant/ Contractor	Prior to Grading Permit Issuance	City Development Services Department; ~~DEHQ and DTSC or RWQCB~~	Prior to Grading Permit Issuance			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	Development Services Department. The site-specific recommendations identified in the soil sampling and removal report shall be implemented by the construction contractor during grading activities, and impacted soils shall be disposed of at an appropriate disposal facility. Following completion of grading activities and soil removal and disposal, the project applicant's qualified environmental consultant shall provide a letter to the City's Development Services Department documenting that impacted soils were removed and disposed of in accordance with the recommendations in the soil sampling and removal report and at a disposal facility permitted to receive the impacted soils.							
HAZ-2	**Asbestos-Containing Materials and Lead-Based Paint Survey and Disposal**. Prior to issuance of a demolition or grading permit, an asbestos and lead survey shall be conducted on the project site by a licensed asbestos/lead contractor. If the survey identifies hazardous building materials, the project applicant shall complete the necessary remediation identified in the survey prior to commencement of demolition activities in accordance with applicable laws, including Occupational Safety and Health Administration (OSHA) guidelines, to ensure that no hazards to the demolition crew, adjacent residents, or others are created by exposure to hazardous building materials. The project applicant shall provide a letter to the City's Development Services Department stating that a licensed asbestos/lead contractor has been retained at the project applicant's expense to conduct the asbestos and lead survey, and a letter report summarizing the conclusions and recommendations of the asbestos and lead survey shall be prepared and	Applicant/ Contractor	Prior to Demolition or Grading Permit Issuance	City Development Services Department	Prior to Demolition or Grading Permit Issuance			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	submitted to the City's Development Services Department.							
Noise								
NOI-1	**Vibratory Roller Usage Limits.** Vibratory rollers shall be used in static mode only (no vibrations) when operating within 80 feet of an occupied residential building, as shown in Figure 4.9-2, *Vibratory Roller Static Mode Usage Area*[2], of this EIR. The contractor shall specify vibratory roller model, size, or operating mode restrictions on all demolition, grading, and construction permits.	Applicant/ Contractor	During Construction	City Planning Division	Prior to Demolition or Grading Permit Issuance and During Construction			
Transportation								
TRA-1	**Vehicle Miles Traveled.** Prior to issuance of certificate of occupancy, the applicant shall install the following pedestrian and network infrastructure improvements, pursuant to the City's VMT Exchange Program as well as Safe Routes to Schools assessments that identify improvements applicable to the VMT Exchange Program, to reduce the VMT generated by the proposed project. The following improvements are listed with their total projected reduction in project VMT, as calculated by the VMT Exchange Program: • Near Miller Elementary School and the project site o Miller Avenue/Montview Drive – install high visibility crosswalks on the south and west legs (reduction of 30 VMT) o Brotherton Road/Felicita Road – install a high visibility crosswalk on the east leg, and a Rapid Rectangular Flashing Beacon system to the south leg (reduction of 45 VMT) o Brotherton Road/mid-block Miller Elementary School crossing - install high visibility crosswalk, 2 pedestrian ramps, and a	Applicant	Prior to the Issuance of a Certificate of Occupancy	City Planning Division	Prior to the Issuance of a Certificate of Occupancy			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	Rapid Rectangular Flashing Beacon system. (reduction of 62 VMT) o Brotherton Road/Miller Avenue – install high visibility crosswalks on the north and east legs (reduction of 30 VMT) o Brotherton Road/Centre City Parkway – install a high visibility crosswalk on the west leg, and pedestrian curb ramps on the northwest and southwest corner (reduction of 31 VMT) o Citracado Parkway/Felicita Road – install a high visibility crosswalk on all four legs (reduction of 60 VMT) o Citracado Parkway/Miller Avenue – construct 112 feet of new sidewalk along the north side of Citracado Parkway from the end of the Caltrans R/W to the northwest corner of its intersection with Miller Avenue, and install a pedestrian ramp on the northwest corner (reduction of 15 VMT) o Citracado Parkway/Centre City Parkway – install high visibility crosswalks on the north leg and on the north leg of Centre City Parkway Frontage Road (reduction of 30 VMT) o Felicita Road/Palm Terrace - install a high visibility crosswalk and new pedestrian ramp on northeast corner (reduction of 23 VMT). o New sidewalk – new sidewalk on the east side of Felicita Road between Brotherton Road and the current sidewalk about 320 feet to the north and from the project's south boundary to Palm Terrace (reduction of 24 VMT).							

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	• Near Bernardo Elementary School o Bernardo Avenue/Hamilton Lane – install high visibility crosswalks on the north and west legs (reduction of 30 VMT) o Bernardo Avenue/Dexter Place – install a high visibility crosswalk on the west leg (reduction of 15 VMT) o Mountain Heights Drive/Sunrise Way – install a high visibility crosswalk on the north leg (reduction of 15 VMT) • Near Del Dios Academy of Arts and Sciences School o 9th Avenue/Valley Parkway - install high visibility crosswalks on all four legs (reduction of 60 VMT) o 9th Avenue/Auto Park Way – install high visibility crosswalks on the north, south, and west legs (reduction of 45 VMT) • Near Del Lago Academy High School o Crescent Knolls Glen/Scenic Trail Way – install high visibility crosswalks on the north and west legs (reduction of 30 VMT) o Citracado Parkway/Scenic Trail Way – install high visibility crosswalk on all four legs (reduction of 60 VMT) • Near Juniper Elementary School o Juniper Street/Felicita Avenue – install high visibility crosswalk on all four legs (reduction of 60 VMT) o Juniper Street/Green Avenue – install a high visibility crosswalk at the west leg (reduction of 15 VMT)							

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	○ Juniper Street/El Dorado Avenue - install a high visibility crosswalk at the east leg (reduction of 15 VMT) ○ Juniper Street/Vermont Avenue - install a high visibility crosswalk at the west leg (reduction of 15 VMT) ○ Juniper Street/Cyprus Crest Terrace - install a high visibility crosswalk at the east leg (reduction of 15 VMT) • Near L.R. Green Elementary School ○ Bear Valley Parkway/Canyon Road – install high visibility crosswalks on the west, south, and east legs (reduction of 45 VMT) ○ Casteneda Drive/L.R. Green Elementary School south entrance – install a high visibility crosswalk (reduction of 15 VMT) • Near Orange Glen Elementary School ○ East Valley Parkway/James Street – install high visibility crosswalks on the north and east legs (reduction of 30 VMT) ○ Falconer Road/Walnut Glen - install a high visibility crosswalk on the west leg (reduction of 15 VMT) ○ Falconer Road/Hypoint Avenue - install a high visibility crosswalk on the east leg (reduction of 15 VMT) ○ East Valley Parkway/Bear Valley Parkway - install high visibility crosswalks on the west and south legs (reduction of 30 VMT) ○ Bear Valley parkway/Belfast Glen - install a high visibility crosswalk on the east leg (reduction of 15 VMT)							

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	• Near Orange Glen High School o Bear Valley Parkway/Midway Drive/Patriot Place - install high visibility crosswalks on all four legs (reduction of 60 VMT) o Glenridge Road/High School Driveway - add advance yield markings to existing mid-block high visibility crosswalk (reduction of 30 VMT) o Glenridge Road/Mountain View Drive - add advance yield markings to existing high visibility crosswalks (reduction of 30 VMT) o Bear Valley Parkway/Glenridge Road - install high visibility crosswalks on the east and north legs (reduction of 30 VMT) • Near Central Elementary School o Third Avenue/South Broadway - install high visibility crosswalks on all four legs (reduction of 60 VMT) o Third Avenue/South Broadway - install advance yield markings to north and south intersection approaches (reduction of 30 VMT) o Third Avenue/Maple Street - install high visibility crosswalks on all four legs (reduction of 60 VMT) o Fourth Avenue/Maple Street - install a high visibility crosswalk on the west leg (reduction of 15 VMT) o Fourth Avenue/South Broadway - install high visibility crosswalks on the north, east, and south legs (reduction of 45 VMT)							

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	• Other City intersections o Citracado Parkway/South Escondido Boulevard – install high visibility crosswalks on the north and east leg (reduction of 30 VMT)Auto Park Way/Hale Avenue – install high visibility crosswalks on all four legs (reduction of 60 VMT) o Valley Parkway/Home Depot Center – install high visibility crosswalks on the south and west legs (reduction of 30 VMT) o Valley Parkway/11th Avenue – install high visibility crosswalks on the north, east, and west legs (reduction of 45 VMT) o La Terraza Boulevard/9th Avenue – install high visibility crosswalks on all four legs (reduction of 60 VMT) o 9th Avenue/Tulip Street – install high visibility crosswalks on all four legs (reduction of 60 VMT) o Centre City Parkway/9th Avenue – install high visibility crosswalks on the west, east, and south legs (reduction of 45 VMT) o Pine Street/9th Avenue – install high visibility crosswalks on the north and south legs (reduction of 30 VMT) o Valley Parkway/Juniper Street – install high visibility crosswalks on all four legs (reduction of 60 VMT) o Via Rancho Parkway/Quiet Hills Drive – install high visibility crosswalks on all four legs (reduction of 60 VMT) o Via Rancho Parkway/Beethoven Drive – install high visibility crosswalks on the west, east, and north legs (reduction of 45 VMT)							

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
Tribal Cultural Resources								
	Refer to mitigation measures CUL-1 through CUL-10 under Cultural Resources, above.							

[1] Draft EIR Figure 4.7-1 is included at the end of this MMRP for ease of reference.

[2] Draft EIR Figure 4.9-2 is included at the end of this MMRP for ease of reference.

ESCONDIDO
City of Choice

PLANNING COMMISSION

Agenda Item No.: 3
Date: August 11, 2026

TO: Planning Commissioners

FROM: Ivan Flores, AICP, Principal Planner

CC: Dare Delano, Assistant City Attorney
Garrett Smith, City Planner

SUBJECT: Comments Received, CEQA Errata, and Findings

Good evening, Commissioners,

Please find attached additional information regarding the following items:

1. PC Meeting Comments – A memo has been provided to highlight the nature of the comments received prior to tonight's meeting. Based on the memorandum, no new information has been provided that was not already addressed in the Final EIR (Attachment "A")

2. Errata to the Alexan Escondido and Bethel Baptist Church Project – The topic of the attached Errata is limited to revisions to the mitigation measure HAZ-1. The changes are limited to Chapter 2.0 Response to Comments, Response I7-10, Chapter 3.0 Draft EIR Revisions/Errata, and Chapter 4, Mitigation Monitoring and Reporting Program to remove the Monitoring Responsibility Agencies to remove the Department of Environmental Health and Quality, and Department of Toxic Substances Control (DTSC), or the Regional Water Quality Board. (Attachment "B")

3. Findings – The corrections noted in the Errata have been included in the CEQA Findings of Fact. (Attachment "C")

Memorandum

HELIX Environmental Planning, Inc.
7578 El Cajon Boulevard
La Mesa, CA 91942
619.462.1515 **tel**
619.462.0552 **fax**
www.**helixepi**.com

Date: August 11, 2026

To: Ivan Flores, AICP Principal Planner
City of Escondido, Planning Division
201 North Broadway
Escondido, CA 92025
Ivan.Flores@escondido.gov

From: Tim Belzman

Subject: Public Comments Received in Advance of Planning Commission Meeting for the Alexan Escondido and Bethel Baptist Church Project (PL23-0273, PL23-0274, PL23-0275, PL23-0276, PL25-0275, PL26-0010, PL26-0219)

Message: City of Escondido (City) staff received multiple comments on the Alexan Escondido and Bethel Baptist Church Project (project) in advance of the Planning Commission meeting dated August 11, 2026. These comments reiterate concerns that were previously raised during the public review period of the Draft Environmental Impact Report (EIR) prepared for the project and do not raise any new issues with the EIR's environmental analysis. Specific concerns that were raised in these comments include traffic congestion and parking, pedestrian and bicyclist safety, community character, utility infrastructure, quality of life and property values, cultural resources, biological resources, hazardous materials and air quality, and flooding. These are briefly addressed below.

While traffic congestion and parking are not CEQA issues (refer to Final EIR Master Response 1), the project would implement roadway improvements in the project area to improve the efficiency of traffic flow. Additionally, the EIR includes mitigation measure TRA-1, which requires pedestrian and network infrastructure improvements pursuant to the City's VMT Exchange Program and the Safe Routes to Schools assessments. No bike lanes along Brotherton Road are identified in the City's Bicycle Master Plan and therefore, none are required to be provided by the project. In addition, the project has been reviewed by City staff to ensure adequate sight lines are provided at project vehicular access points along Brotherton Road (and Felicita Road) in compliance with applicable design standards. The project would also construct a 5.5-foot-wide sidewalk and curb and gutter on the east side of the widened roadway that would extend to Palm Terrace. Curb ramps would be installed at the corners of the Brotherton Road and Palm Terrace intersections. As described

in Section 4.11.5.1 of the EIR, the project would not conflict with any programs, plans, ordinances, or policies addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities. As such, no mitigation measures are required related to these facilities.

Community character is not a CEQA issue. However, Final EIR Master Response 2 addresses neighborhood compatibility and associated visual impacts under CEQA; the project would not result in significant aesthetics impacts. Similarly, quality of life and property values are social and economic effects that are not required to be studied under CEQA, which requires an analysis of a project's potential physical impacts on the environment.

Regarding utilities, Section 6.5 and 6.7 of the EIR describe the project's potential impacts on public services and utilities and service systems. The project is in an urban area with existing utilities, would pay applicable development fees, and would coordinate with the relevant entities (e.g., SDG&E) to ensure that the project would not overburden existing public services or utilities. As described in Section 6.7.1 of the EIR, the project would remove three existing SDG&E power poles and underground existing overhead power lines along the project frontage on Felicita Road. The four existing power poles and overhead electric lines along the Brotherton Road project frontage would also be removed and undergrounded as part of the project. This has been clarified in Sections 3.3.1.4 and 6.7.1 of the Final EIR. As such, there would be no overhead power lines on or adjacent to the project site. As described in Section 6.5 and Section 6.7 of the EIR, impacts related to public services and utilities and service systems would be less than significant.

Regarding cultural resources, the EIR concludes that potentially significant impacts to archaeological and tribal cultural resources could occur during project construction due to the presence of recorded archaeological resources and sacred lands within the project area. In addition, the three tribes that requested tribal consultation (Rincon, San Luis Rey and San Pasqual) recommended that Native American Monitors be present during ground disturbing activities and appropriate mitigation be incorporated to address inadvertent discoveries. Mitigation is identified in the EIR (CUL-1 through CUL-10 in EIR Section 4.4.5.2) that would implement monitoring and recovery protocols and reduce impacts to below a level of significance.

Related to biological resources, the EIR notes that the project site occurs in a developed area surrounded by developed land on all sides. No special-status plant or animal species were detected or anticipated to be present on the project site. As identified in EIR Section 4.3.1.2, some wildlife species were observed on the project site, including 15 bird species, domestic dog, and gopher but none of these are protected species. The EIR concludes that existing on-site vegetation has the potential to support nesting birds and as such, mitigation is identified in the EIR (mitigation measure BIO-1) for avoidance of nesting birds if construction occurs during the bird breeding season (January 15 to August 31).

As described in Section 4.7.5.4 of the EIR, the Phase 1 Environmental Site Assessment completed for the project concluded that there are no off-site recognized environmental conditions (i.e. hazard concerns) for the project site. As described in Section 4.7.5.2 of the EIR, the southeastern portion of the site has limited and low concentrations of dieldrin from past agricultural use. Mitigation measure HAZ-1 requires the project applicant to prepare a soil sampling and removal report under the guidance of a qualified environmental consultant that identifies recommendations for impacted soil excavation, removal, and disposal. The site-specific recommendations identified in the soil sampling and removal report shall be approved by the City's Development Services Department and implemented by the construction contractor during grading activities, and impacted soils shall be disposed of at an appropriate disposal facility, which would be determined at that time according to local disposal facility capacities. During soil remediation, the project would be subject to SDAPCD Rule 50 and Rule 55, which establish requirements for visible emissions (i.e. dust) and fugitive dust control for all projects within SDAPCD jurisdiction. The project would incorporate dust control BMPs into its permits and approvals and would be subject to SDAPCD inspection, which would ensure compliance with SDAPCD dust control requirements. The project's mitigation measures and mandatory regulatory compliance would ensure that contaminated soil would be handled properly to avoid health and air quality implications.

Finally, regarding flooding: CEQA requires evaluating a project's impacts on the environment, not the environment's impacts on a project. As such, CEQA does not require an analysis of the impact of existing conditions on a project's future residents or users except if the project would exacerbate existing environmental conditions. As discussed in Section 6.3 of the EIR, the project's impacts on hydrology/water quality would be less than significant. Refer also to Final EIR Master Response 3 regarding hydrology and drainage.

In conclusion, the comments received after the public review period in advance of the Planning Commission meeting do not raise new issues with the EIR's environmental analysis. All issues raised in the additional comments were previously addressed in the Final EIR's response to comments.

E R R A T A

Alexan Escondido and Bethel Baptist Church Project
Environmental Impact Report
SCH No. 2023090610
August 11, 2026

Draft EIR mitigation measure HAZ-1 required soil sampling and remediation pursuant to the County of San Diego Department of Environmental Health and Quality (DEHQ) Voluntary Assistance Program, which was discontinued as of March 27, 2026, after the Draft EIR was circulated for public review. This is explained in response to comment A1-6 of the Final EIR. Mitigation measure HAZ-1 was revised accordingly in Final EIR Chapter 3.0, *Draft EIR Revisions/Errata* to remove the reference to the Voluntary Assistance Program, and the revised version of mitigation measure HAZ-1 is presented in Final EIR Chapter 4.0, *Mitigation Monitoring and Reporting Program*. References to the previous Draft EIR iteration of mitigation measure HAZ-1 are the subject of this Errata. Revisions to these references are shown below as ~~strikethrough~~ text to indicate deletions and <u>underline</u> text to indicate additions.

1. Chapter 2.0, Responses to Comments, response I7-10: the text has been revised with the updated requirements of mitigation measure HAZ-1.

I7-10 This comment questions where on-site contaminated soil would be transported and what air quality implications would result from soil disturbance. As described in Section 4.7.5 of the EIR, mitigation measure HAZ-1 requires the project applicant to <u>prepare a soil sampling and removal report under the guidance of a qualified environmental consultant that identifies recommendations for impacted soil excavation, removal, and disposal. The site-specific recommendations identified in the soil sampling and removal report</u> ~~coordinate with County DEHQ, the Department of Toxic Substances Control (DTSC), or the Regional Water Quality Control Board (RWQCB) for soil sampling and removal. The site-specific recommendations identified in the soil sampling and removal report and confirmed by the DEHQ, DTSC, or RWQCB~~ shall be <u>approved by the City's Development Services Department and</u> implemented by the construction contractor during grading activities, and impacted soils shall be disposed of at an appropriate disposal facility, which would be determined at that time according to local disposal facility capacities. During soil remediation, the project would be subject to SDAPCD Rule 50 and Rule 55, which establish requirements for visible emissions (i.e. dust) and fugitive dust control for all projects within SDAPCD jurisdiction. The project would incorporate dust control BMPs into its permits and approvals and would be subject to SDAPCD inspection, which would ensure compliance with SDAPCD dust control requirements. The project's mitigation measures and mandatory regulatory compliance would ensure that contaminated soil would be handled properly to avoid health and air quality implications.

2. Chapter 3.0, Draft EIR Revisions/Errata: the text has been revised to include revisions to mitigation measure HAZ-1 in Draft EIR Table ES-1, *Summary of Project Impacts and Mitigation Measures*.

Issue	Impact	Project Significance Before Mitigation	Cumulative Significance Before Mitigation	Mitigation Measure(s)	Project Significance After Mitigation	Cumulative Significance After Mitigation
Accidental Release of Hazardous Materials	The project could result in a hazard related to the release of hazardous materials during demolition and ground disturbance associated with contaminated soil and hazardous building materials. No hazard related to upset or accident conditions would be created during project operation.	PS	LS	**HAZ-1: Soil Sampling, Removal, and Disposal**. Prior to the issuance of a grading permit, the project applicant shall conduct near surface soil sampling and analysis in the southeastern portion of the site, limited to the area identified as Grid E6 on Figure 4.7-1, to define the limits of on-site soils impacted by dieldrin under the guidance of a qualified environmental consultant that is a State of California licensed professional engineer or geologist with environmental assessment and remediation experience. A soil sampling and removal report that delineates the limits of impacted soils and identifies recommendations regarding excavation, removal, and disposal of impacted soils shall be prepared and submitted for approval to the City's Development Services Department. ~~The soil sampling and removal report shall also be submitted to the County Department of Environmental Health and Quality (DEHQ) for review through the Voluntary Assistance Program (VAP). The DEHQ may refer the project to the Department of Toxic Substances Control (DTSC) or the Regional Water Quality Control Board (RWQCB) for oversight. The project shall implement the remediation requirements established by the DEHQ, DTSC, or RWQCB until a "No Further Action" letter or "Concurrence" letter is issued to indicate the completion of all remediation activities.~~ The site-specific recommendations identified in the soil sampling and removal report ~~and confirmed by the~~	LS	LS

Issue	Impact	Project Significance Before Mitigation	Cumulative Significance Before Mitigation	Mitigation Measure(s)	Project Significance After Mitigation	Cumulative Significance After Mitigation
				~~DEHQ, DTSC, or RWQCB~~ shall be implemented by the construction contractor during grading activities, and impacted soils shall be disposed of at an appropriate disposal facility. Following completion of grading activities and soil removal and disposal, the project applicant's qualified environmental consultant shall provide a letter to the City's Development Services Department documenting that impacted soils were removed and disposed of in accordance with the recommendations in the soil sampling and removal report and at a disposal facility permitted to receive the impacted soils. ~~The "No Further Action" or "Concurrence" letter from the overseeing entity shall also be provided to the City's Development Services Department to confirm that the project has completed review through the DEHQ VAP.~~		

3. **Chapter 4, Mitigation Monitoring and Reporting Program, Mitigation Measure HAZ-1:** the "Monitoring Responsibility" column has been revised to remove the DEHQ and Department of Toxic Substances Control (DTSC) or the Regional Water Quality Control Board (RWQCB) as monitoring entities.

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Mitigation Number	Mitigation Measure
HAZ-1	**HAZ-1: Soil Sampling, Removal, and Disposal**. Prior to the issuance of a grading permit, the project applicant shall conduct near surface soil sampling and analysis in the southeastern portion of the site, limited to the area identified as Grid E6 on Figure 4.7-1, to define the limits of on-site soils impacted by dieldrin under the guidance of a qualified environmental consultant that is a State of California licensed professional engineer or geologist with environmental assessment and remediation experience. A soil sampling and removal report that delineates the limits of impacted soils and identifies recommendations regarding excavation, removal, and disposal of impacted soils shall be prepared and submitted for approval to the City's Development Services Department. The site-specific recommendations identified in the soil sampling and removal report shall be implemented by the construction contractor during grading activities, and impacted soils shall be disposed of at an appropriate disposal facility. Following completion of grading activities and soil removal and disposal, the project applicant's qualified environmental consultant shall provide a letter to the City's Development Services Department documenting that impacted soils were removed and disposed of in accordance with the recommendations in the soil sampling and removal report and at a disposal facility permitted to receive the impacted soils.	Applicant/ Contractor	Prior to Grading Permit Issuance	City Development Services Department~~; DEHQ and DTSC or RWQCB~~	Prior to Grading Permit Issuance			

Attachment "C"

CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS OF FACT

ALEXAN ESCONDIDO AND BETHEL BAPTIST CHURCH PROJECT

SCH Number #2023090610

City File Numbers PL23-0273, PL23-0274, PL23-0275, PL23-0276, PL25-0275, PL26-0010

July 2026

SECTION 1 INTRODUCTION

The City of Escondido (City) hereby makes the following Findings concerning the Final Environmental Impact Report (EIR) for the proposed Alexan Escondido and Bethel Baptist Church Project (Project; State Clearinghouse No. 2023090610), pursuant to the California Environmental Quality Act (CEQA) (California Public Resources Code [PRC] Section 21000 *et seq*.) and its implementing regulations, the CEQA Guidelines (14 California Code of Regulations Section 15000 *et seq*.).

SECTION 2 PROJECT DESCRIPTION

Project Location

The Project site, which is located at 855 Brotherton Road within the southern portion of the City, consists of two parcels (Assessor's Parcel Number 236-333-41-00 and 236-333-53-00) that encompass a total of 14.83 acres. The western portion of the site (approximately eight acres) is proposed for residential development, and the eastern portion of the site (approximately seven acres) is proposed for the new church. The Project site is bounded by Felicita Road to the west; Brotherton Road to the north; single-family homes (along Miller Avenue) to the east, and single-family homes along Palm Terrace and agricultural uses along Miller Avenue to the south.

The Project site is developed with a church building, two private education buildings, playgrounds, a basketball court, and surface parking on an elevated building pad, and also contains a drainage swale, dirt/vegetated fields, and utility infrastructure. The surrounding area consists of single-family residences to the west; single-family residences, a nursing home, and Miller Elementary School to the north; single-family residences and a small orchard to the east; and single-family residences and agriculture uses to the south. Interstate 15 (I-15) is located approximately 120 feet to the west of the site.

Project Description

The proposed Project consists of two components including: (1) demolition/removal of an existing church building and parking lot and the construction of 258 units of multi-family residential housing within ten buildings and a leasing/amenity building on an approximately eight-acre area in the western portion of the Project site (residential site); and (2) the construction of a new church building adjacent to two existing private school buildings on an approximately seven-acre area in the eastern portion of the site (church site).

The proposed residential development includes 258 multi-family apartments within 10 buildings with a mix of one- to three-bedroom units. A total of 13 residential units will be affordable. The residential buildings would include four different building types, each with a different form and combination of units. The unit mix would include 112 one-bedroom units ranging in size from approximately 700 to 800 square feet (SF), 122 two-bedroom units ranging between approximately 1,000 and 1,600 SF, and 24 three-bedroom units between 1,600 and 1,800 SF. The total residential gross building area would encompass approximately 350,380 SF. Proposed resident amenities include a clubhouse/leasing center building, garages, a pet spa, a swimming pool, grassy lawns, and outdoor gathering areas. The total area of utilities, garage, and amenity space would be 15,479 SF, for a total gross building area of 365,859 SF. Access to the residential site would occur via Felicita Road and Brotherton Road. The Project also proposes widening of Felicita Road and the provision of sidewalks along Felicita Road. Site runoff from the residential development would be directed to three proposed stormwater biofiltration basins within the residential

development site. A proposed 54-inch reinforced concrete pipe and dual 30-inch reinforced concrete pipe storm drains would convey flows through the existing storm drain system to ultimately discharge south of I-15.

The proposed church development includes the demolition of an existing 24,395 SF sanctuary building located on the western wing, construction of a new church building, two short-term stay residential units for traveling missionaries, an outdoor courtyard, playgrounds, and associated parking and access drives. The proposed church building would encompass 24,627 SF with an approximately 600-seat sanctuary, an entryway/foyer, offices, meeting rooms, a kitchen, and storage. The new building would be an addition to, and would connect with, the two existing school buildings that serve as children/youth classrooms and meeting spaces for the church. The church development would also construct two dwelling units in the eastern portion of the church site. These units would be used as temporary housing for traveling missionaries supported by the church. One unit would include a primary residence with an area of approximately 1,050 SF, and the other would be an approximately 500 SF accessory dwelling unit. Access to the church development would be provided from two entries along Brotherton Road generally where the existing access drives are located. Site runoff from the proposed church development would be directed to two proposed stormwater biofiltration basins in the northeastern corner of the church site and one stormwater biofiltration basin in the southern portion of the church site. The two northeastern biofiltration basins would discharge to curb outlets on Brotherton Road, while the southern biofiltration basin would discharge to three separate outlets onto the southern adjacent property.

Utility connections would be made to existing water and sewer mains, electric lines, natural gas lines, and telecommunications infrastructure in Felicita Road and Brotherton Road.

The Project would be developed in one phase, including demolition and removal of the existing church building and parking lot on the site, and occur over approximately 25 months.

The Project is requesting the following discretionary approvals:

- General Plan Amendment for both parcels to change the General Plan land use designation from Planned Office (PO) to Urban V (U5 – 30 dwelling units per acre).

- Zone Change from RE-20 (Residential Estate) to R-5-30 (up to 30 dwelling units per acre) for both parcels to create consistency with the proposed General Plan Amendment.

- A Major Plot Plan (Site Development Plan) and Design Review Permit for construction of 258 multi-family units, and a Density Bonus Request including certain concessions/incentives, and waivers as permitted by State Density Bonus Law.

- A Conditional Use Permit (CUP) to modify an existing CUP for the existing religious/school facilities, and a Design Review Permit for construction of a 24,627 square-foot sanctuary and lobby addition to the existing building.

- Grading Exemptions to permit fill slopes/retaining walls up to approximately 12’-0” in height.

- Adjustment Plat for a proposed Lot Line Adjustment to modify the existing property lines on the Property.

Project Objectives

The City identified Project objectives to develop a reasonable range of alternatives to analyze within the Final EIR. The objectives for the Project are:

1. Address the City's housing supply needs by providing for the development of a mix of housing units to maximize the advantages of locating new infill housing near existing regional transportation facilities with convenient freeway access.

2. Provide an environmentally sustainable residential development through the implementation of features such as energy conservation, sustainable landscape, water conservation, and support for alternative transportation, consistent with the City's Climate Action Plan (CAP).

3. Provide a diverse range of high-quality rental housing that will offer a mix of unit types, sizes, and levels of affordability to accommodate a range of potential residents.

4. Provide for the construction of housing that is consistent with the City of Escondido 2019-2029 Housing Element to assist the City in satisfying its Regional Housing Needs Allocation (RHNA) for both market rate and below market rate housing units.

5. Subdivide an underutilized site to provide both market rate and affordable housing.

6. Provide a new modern church facility on the site that integrates with the existing education buildings to allow for the continued use of the church and private school.

These objectives have been considered in preparing the findings discussed below.

SECTION 3 ENVIRONMENTAL REVIEW PROCESS

Pursuant to CEQA Guidelines section 15367, the City is the Lead Agency conducting environmental review under CEQA and has the principal responsibility for approving the Project.

In compliance with CEQA Guidelines Section 15082, the City published an initial Notice of Preparation (NOP) on September 28, 2023, which began a 30-day period for comments on the appropriate scope of the EIR. Consistent with PRC Section 21083.9, the City held a Scoping Meeting on October 11, 2023. The purpose of this meeting was to seek input and concerns from public agencies as well as the general public regarding the environmental issues that may potentially result from the Project.

Pursuant to CEQA Guidelines Section 15084(d)(3), HELIX Environmental Planning, Inc. prepared and submitted the Draft EIR to the City on behalf of the applicant. The City reviewed and approved the Draft EIR for public circulation. The City posted a Notice of Availability of the Draft EIR pursuant to CEQA Guidelines Section 15087. The Draft EIR was circulated for public review and comment beginning on January 22, 2026 and ending on March 9, 2026. After the close of public review, the Final EIR was prepared, which provided responses in writing to all comments received on the Draft EIR. The Final EIR, dated June 2026, has been prepared in accordance with CEQA and CEQA Guidelines Section 15132.

The EIR evaluated potentially significant effects for the following environmental areas of potential concern: (1) Aesthetics; (2) Air Quality; (3) Biological Resources; (4) Cultural Resources; (5) Energy; (6) Greenhouse Gas Emissions; (7) Hazards and Hazardous Materials; (8) Land Use and Planning; (9) Noise; (10) Population

and Housing; (11) Transportation; and (12) Tribal Cultural Resources. The issue areas of Agriculture and Forestry Resources, Geology and Soils, Hydrology and Water Quality, Mineral Resources, Public Services, Recreation, Utilities and Service Systems, and Wildfire were analyzed during the scoping process for the EIR and were determined to have no impact or less than significant impacts.

The EIR identified potentially significant environmental effects related to Biological Resources (nesting birds and raptors, sensitive natural communities, and wetlands); Cultural Resources (unknown archaeological resources during Project grading); Hazards and Hazardous Materials (contaminated soils and hazardous release of asbestos containing materials [ACM] or lead); Noise (vibration during construction); Transportation (vehicle miles traveled [VMT]); and Tribal Cultural Resources (unknown tribal cultural resources during Project grading).

The EIR addresses the potentially significant adverse environmental impacts associated with the Project and identifies feasible mitigation measures that may be adopted to reduce or eliminate these impacts. It serves the primary reference document for the formulation and implementation of a mitigation monitoring and reporting program (MMRP) for the Project. All Project impacts would be mitigated to less than significant through implementation of the MMRP. No impacts would remain significant and unmitigated.

The City, acting as the CEQA Lead Agency, certifies with these Findings that the Final EIR reflects the City's own independent judgment and analysis under PRC Section 21082.1(a)-(c) and CEQA Guidelines Section 15090(a)(3). The environmental review prepared by the City will be used by the City Council regarding its decisions to certify the Final EIR and approve the Project.

Record of Proceedings

For purposes of CEQA and these Findings, the Record of Proceedings for the Project consists of the following documents and other evidence at a minimum:

- The NOP and all other public notices issued by the City in conjunction with the Project to comply with CEQA, the CEQA Guidelines, or any other law governing the processing and approval of the Project;
- All comments on the NOP received by the City;
- The Draft EIR including Appendices (January 2026);
- The Final EIR including Appendices (June 2026);
- All written comments submitted by agencies or members of the public during the public review comment period on the Draft EIR;
- All responses to the written comments included in the Final EIR;
- The MMRP;
- All documents, studies, EIRs, or other materials incorporated by reference in, or otherwise relied upon during the preparation of the Draft EIR and Final EIR;
- All Findings and resolutions adopted by City Council in connection with the Project, including these Findings, and all documents cited or referred to therein;

- Any documents expressly cited in these Findings; and
- Any other relevant materials required to be in the record of proceedings by PRC Section 21167.6(e).

The documents and other materials that constitute the record of proceedings on which the City's CEQA findings are based are located at the City of Escondido, Development Services Department, Planning Division, 201 North Broadway, Escondido, California 92025. The custodian of these records is the City's Planning Division. Copies of all these documents have at all relevant times been available upon request at the offices of the City. This information is provided in compliance with PRC 21081.6(a)(2) and CEQA Guidelines Section 15091(e).

SECTION 4 FINDINGS

PRC Section 21081 and CEQA Guidelines Section 15091 state that no public agency shall approve or carry out a project which identifies one or more significant environmental impacts of a project unless the public agency makes one or more written findings for each of those significant effects, and, in the case of impacts that have not been mitigated to less than significant, that findings are accompanied by an overriding justification and rationale for each (no significant and unmitigated impacts would occur for the Project; all significant impacts would be mitigated to less than significant). The possible findings under CEQA and the CEQA Guidelines are:

(1) Changes or alterations have been required in, or incorporated into, the project which mitigate, avoid, or substantially lessen the significant effects on the environment.

(2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

(3) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the Final EIR.

CEQA Guidelines Section 15091(a)(3) requires that the lead agency adopt mitigation measures or alternatives where feasible to avoid or lessen significant environmental impacts that would otherwise occur with the implementation of a project. Project mitigation or alternatives are not required, however, when they are infeasible. If the lead agency wishes to approve a project which has significant impacts that cannot feasibly be reduced to a less than significant level, the lead agency is required to find that specific overriding economic, legal, social, technological, or other benefit of a proposed project outweighs the significant effects on the environment pursuant to PRC Section 21081(b) and CEQA Guidelines Section 15093. If such findings can be made, the CEQA Guidelines Section 15093 states that "the adverse environmental effects may be considered acceptable." As noted, no significant and unmitigated impacts were identified for the Project. Pursuant to PRC Section 21081(a)(1) and CEQA Guidelines Section 15091(a)(1), the City finds that for each of the significant effects identified in the EIR, changes or alterations (mitigation measures) have been required in, or incorporated into, the Project which will avoid or substantially lessen each of the identified significant environmental effects.

CEQA also requires that the Findings made pursuant to CEQA Guidelines Section 15091 be supported by substantial evidence in the record, meaning enough relevant information has been provided, including reasonable inferences that may be made from this information, to support a conclusion, even though other conclusions might also be reached. As defined by CEQA Guidelines Section 15384, substantial evidence includes facts, reasonable assumptions predicated on facts, and expert opinion supported by facts.

The Findings reported in the following pages incorporate by reference herein the facts and discussions of the EIR, as well as summarize pertinent sections of EIR and relevant information, including the responses to comments for the Project as fully set forth therein.

Findings Regarding Certification of the Final EIR

Pursuant to CEQA and the CEQA Guidelines, the City Council of the City of Escondido, as the decision-making body of the Lead Agency under CEQA, is responsible for certification of the EIR and therefore makes the following findings:

1. The City Council has reviewed and considered the information in the Final EIR, which has been completed in compliance with CEQA;

2. The Final EIR reflects the City's, as CEQA lead agency, independent judgment and analysis; and,

3. The City Council adopts the MMRP (Attachment A) to reduce or avoid the significant and mitigable impacts of the Project.

Environmental Effects Found Not to be Significant

Through Project scoping and the environmental analysis conducted for and included within the EIR, it was determined that the Project would not result in a potentially significant effect on the environment with respect to the following environmental topics:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Population and Housing
- Public Services
- Recreation
- Utilities and Service Systems
- Wildfire

A summary of the reasons for this determination can be found in Sections 4.1, 6.1, 4.2, 4.5, 6.2, 4.6, 6.3, 4.8, 6.4, 4.10, 6.5, 6.6, 6.7, and 6.8 of the Draft EIR. No further findings are required for these subject areas because written findings by the public agency are only required for each of the significant effects identified in the EIR, pursuant to CEQA Guidelines section 15091(a).

Environmental Effects Mitigated to Below a Level of Significance

The following Findings supported by substantial evidence in the record, including the Draft EIR, Final EIR, and technical appendices, have been made for the significant environmental effects identified in the EIR related to the following environmental topics:

- Biological Resources
- Cultural Resources
- Hazards and Hazardous Materials
- Noise
- Transportation
- Tribal Cultural Resources

Changes or alterations have been required in, or incorporated into, the Project which will mitigate or avoid the significant environmental effects on the environment.

Biological Resources

Impact: Special-Status Species

The Project has the potential to result in adverse effects to protected nesting birds and raptors. Although no special-status bird species or nests were observed during site surveys of the Project site, the presence of ornamental trees and shrubs as well as grasslands on the Project site provides potential foraging and nesting habitat for migratory bird species and raptors protected pursuant to the Migratory Bird Treaty Act and California Fish and Game Code. The removal or trimming of trees and vegetation within the Project site has the potential to disrupt nesting sites and result in substantial adverse effects to protected nesting birds and raptors. Detailed information and analysis regarding the potentially significant impact is provided in EIR Section 4.3.5.1.

Mitigation Measures

The Project includes mitigation measure BIO-1 in the MMRP that is to be adopted concurrently with these Findings. Implementation of mitigation measure BIO-1 will mitigate impacts to nesting birds and raptors to below a level of significance.

BIO-1 **Avoidance of Nesting Birds.** Prior to the issuance of grading or demolition permits, the City of Escondido shall verify that the following measure is shown on the grading and demolition plans:

If trimming, grubbing, or vegetation clearing occurs within the nesting season (January 15 to August 31), nesting bird surveys for migratory birds and raptors shall be performed for the proposed impact area and a 300-foot buffer, where accessible, by a qualified biologist no more than 72 hours before the start of vegetation removal.

If active nests are found, no-work buffers of no less than 50 feet and no more than 300 feet (for raptor species) shall be established around active nests identified within and adjacent to the project site. The qualified biologist shall determine the appropriate buffer size and level of nest monitoring necessary based on agency protocols or the species' life history, the species' sensitivity to disturbances, individual behavior, status of nest, location of nest and site conditions, presence of screening vegetation, anticipated project

construction activities, ambient noise levels compared to project-related noise levels, existing non- project-related disturbances in vicinity, and existing levels of human activity.

The no-work buffer shall be flagged and mapped on the construction plans and maintained until the nesting cycle is determined by the qualified biologist to be complete. Construction shall be allowed to continue outside of the no-work buffers. Periodic monitoring, at intervals determined to be necessary by the qualified biologist, of active nests shall occur to ensure the Project does not result in the failure of the nest. At the discretion of the qualified biologist, additional minimization measures may be implemented if a nesting bird appears to be stressed as a result of project activities and the no-work buffer does not appear to provide adequate protection. Buffer sizes may also be reduced, or the extent of nest monitoring may be reduced, at the discretion of the qualified biologist. Any changes to buffer sizes and/or nest monitoring frequency shall be documented and provided to the City of Escondido.

Finding

Changes or alterations have been required in, or incorporated into, the Project as mitigation measure BIO-1, which is feasible, and would mitigate the significant environmental effect as identified in the EIR to nesting birds and raptors to below a level of significance.

Fact in Support of Finding

Potentially significant biological resources impacts of the Project on special-status species are analyzed in EIR Section 4.3.5.1. Based on the presence of suitable avian nesting habitat within the Project site, implementation of the Project could result in potentially significant impacts to migratory bird species and raptors protected pursuant to the MBTA and CFG Code.

The potentially significant impacts on nesting birds and raptors would be mitigated by implementation of Mitigation Measures BIO-1. Mitigation measure BIO-1 requires a pre-construction nesting bird survey if trimming, grubbing, or clearing of vegetation is proposed during the nesting season (January 15 to August 31). If active nests are found, no-work buffers of no less than 50 feet and no more than 300 feet (for raptor species) shall be established around active nests identified within and adjacent to the Project site. With implementation of mitigation measure BIO-1, impacts on nesting birds and raptors would be reduced to less than significant.

Impact: Sensitive Natural Communities and Wetlands

The Project would result in direct and permanent impacts to sensitive natural communities and wetlands within the Project impact area, including 7.18 acres of non-native grassland and 0.31 acre of emergent wetland. Detailed information and analysis regarding the potentially significant impact is provided in EIR Sections 4.3.5.2 and 4.3.5.3.

Mitigation Measures

The Project includes mitigation measures BIO-2 and BIO-3 in the MMRP that is to be adopted concurrently with these Findings. Implementation of mitigation measure BIO-2 will mitigate direct impacts to sensitive natural communities and wetlands to below a level of significance.

BIO-2 **Sensitive Vegetation Communities: Non-native Grassland**. Prior to the issuance of a grading permit, direct impacts to 7.18 acres of non-native grassland shall be mitigated at a 0.5:1 ratio through purchase of mitigation credits at an approved mitigation bank.

BIO-3 **Sensitive Vegetation Communities: Emergent Wetland.** Prior to the issuance of a grading permit, direct impacts to 0.31 acre of emergent wetland shall be mitigated at a 3:1 ratio through off-site restoration, enhancement, and/or establishment/re-establishment or purchase of mitigation credits at a mitigation bank holding a Bank Instrument executed with the California Department of Fish and Wildlife (CDFW). Final mitigation requirements for impacts to emergent wetland shall be determined in consultation with the resource agencies (U.S. Army Corps of Engineers, CDFW, and Regional Water Quality Control Board) during the wetland permitting process.

Finding

Changes or alterations have been required in, or incorporated into, the Project as mitigation measures BIO-2 and BIO-3, which are feasible, and would mitigate significant environmental effects as identified in the EIR to sensitive natural communities and wetlands (non-native grassland and emergent wetland) to less-than-significant levels.

Fact in Support of Finding

Potentially significant biological resources impacts of the Project on sensitive natural communities and wetlands are analyzed in EIR Sections 4.3.5.2 and 4.3.5.3. The Project would result in direct and permanent impacts to sensitive natural communities and wetlands within the Project impact area, including 7.18 acres of non-native grassland and 0.31 acre of emergent wetland.

The potentially significant impacts on sensitive natural communities would be mitigated by implementation of mitigation measures BIO-2 and BIO-3. Mitigation measure BIO-2 requires purchase of mitigation credits for impacts to non-native grassland from an approved mitigation bank at 0.5:1 ratio. Mitigation measure BIO-3 requires restoration, enhancement, or re-establishment or purchase of mitigation credits for emergent wetlands from an approved mitigation bank at a 3:1 ratio. With implementation of mitigation measures BIO-2 and BIO-3, impacts on sensitive natural communities and wetlands (non-native grassland and emergent wetland) would be reduced to less than significant.

Cultural Resources

Impact: Unidentified Archaeological Resources

The Project would result in potentially significant impacts related to unidentified archaeological resources. While there are no recorded or known archaeological resources within the Project site, the presence of 43 recorded archaeological resources within a one-mile radius of the Project site indicates the potential for resources to be present within the Project site. Therefore, ground-disturbing activities associated with Project construction have the potential to cause a substantial adverse change in the significance of unknown archaeological resources. Detailed information and analysis regarding the potentially significant impact is provided in EIR Section 4.4.5.2.

Mitigation Measures

The Project includes mitigation measures CUL-1 through CUL-10 in the MMRP that is to be adopted concurrently with these Findings. Implementation of mitigation measures CUL-1 through CUL-10 will mitigate direct impacts to archaeological resources to below a level of significance.

CUL-1 **Tribal Cultural Resource Treatment and Monitoring Agreement**. If requested by one or more participating tribes, the applicant shall enter into a Tribal Cultural Resource Treatment and Monitoring Agreement (also known as a pre-excavation agreement) with a tribe that is traditionally and culturally affiliated with the project area ("TCA Tribe") prior to issuance of a grading permit to be submitted to the City. The purposes of the agreement are: (1) to provide the applicant with clear expectations regarding tribal cultural resources; and (2) to formalize protocols and procedures between the City, applicant, and the TCA Tribe(s) per the measures in this document for the protection and treatment of, including but not limited to, Native American human remains; funerary objects; cultural and religious landscapes; ceremonial items; traditional gathering areas; and cultural items located and/or discovered through a monitoring program in conjunction with the construction of the proposed project, including additional archaeological surveys and/or studies, excavations, geotechnical investigations, grading, and all other ground disturbing activities. A fully executed copy of the agreement and a wet-signed copy of the monitoring plan shall be provided to the City's Planning Department to ensure compliance with the conditions of approval.

CUL-2 **Cultural Resources Monitoring Program**. Prior to issuance of a grading permit, the applicant shall retain an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for archaeology ("qualified archaeologist") to prepare a Cultural Resources Monitoring Program (CRMP) in coordination with participating tribe(s). The CRMP shall include any additional information that can be utilized to determine the appropriate monitoring program. The qualified archeologist and Native American monitor(s) associated with TCA Tribe(s) shall implement the monitoring program, as described in the CRMP. The archaeologist shall be responsible for coordinating with the Native American monitor(s). Verification shall be presented to the City in a letter from the qualified archaeologist that confirms that Native American monitor(s) representing requesting TCA Tribes have been retained. The City, prior to any pre-construction meeting, shall approve all persons involved in the monitoring program.

CUL-3 **Pre-construction Meeting**. The qualified archaeologist and Native American monitor(s) shall attend the pre-grading meeting with the construction contractor to explain and coordinate the requirements of the CRMP.

CUL-4 **Archaeological and Native American Monitoring**. The qualified archaeologist and the Native American monitor(s) shall be on site as required by the CRMP during the initial grubbing, site grading, excavation or disturbance of the ground surface. The CRMP shall include protocols for monitoring and, if applicable, shall include any additional information and related monitoring procedures for specific areas of the project site that have been previously disturbed. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of tribal cultural resources as defined in California Public Resources Code Section 21074. Archaeological and Native

American monitoring shall be discontinued when the depth of grading and soil conditions no longer retain the potential to contain cultural deposits. The qualified archaeologist, in consultation with the Native American monitor(s), shall be responsible for determining the duration and frequency of monitoring.

CUL-5 **Cultural Resources Discovery**. In the event that previously unidentified cultural resources that qualify as historical, unique archaeological, and/or tribal cultural resources are discovered, the qualified archaeologist and the Native American monitor(s), shall have the authority to temporarily divert or temporarily halt ground disturbance in the area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so the monitored activity can proceed.

CUL-6 **Assessment of Cultural Resources Discovery**. If a potentially significant historical, unique archaeological, and/or tribal cultural resource is discovered, the qualified archaeologist shall notify the City of said discovery. The qualified archaeologist, in consultation with the City, the affiliated Tribes identified through state-mandated consultation, and the Native American monitor(s), shall determine the significance of the discovered resource. A recommendation for the tribal cultural resource's treatment and disposition shall be made by the qualified archaeologist in consultation with the TCA Tribe(s) and the Native American monitor(s) and be submitted to the City for review and approval.

CUL-7 **Cultural Material Recovery.** The avoidance and/or preservation of the significant cultural resource (historical, unique archaeological and/or tribal cultural resource) or Native American remains must first be considered and evaluated as required by CEQA. Where any significant cultural resources have been discovered and avoidance and/or preservation measures are deemed to be infeasible by the City, then consultation with the affiliated Tribes must be conducted to determine methods to mitigate impacts. Should data recovery be determined as appropriate, the qualified archaeologist (using professional archaeological methods), in consultation with the TCA Tribe(s) and the Native American monitor(s), shall prepare a research design and data recovery program, subject to approval by the City. The archaeological monitor, in consultation with the Native American monitor(s), shall determine the amount of material to be recovered for an adequate artifact sample for analysis. Before construction activities are allowed to resume in the affected area, the research design and data recovery program activities must be concluded to the satisfaction of the City.

CUL-8 **Discovery of Human Remains.** As specified by California Health and Safety Code Section 7050.5, if human remains are found on the project site during construction or during archaeological work, the person responsible for the excavation, or their authorized representative, shall immediately notify the San Diego County Coroner's office. Determination of whether the remains are human shall be conducted on-site and in situ where they were discovered by a forensic anthropologist, unless the forensic anthropologist and the Native American monitor(s) agree to remove the remains to an off-site location for examination. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the Coroner has made the necessary findings as to origin and disposition. A temporary construction exclusion zone shall be established surrounding the area of the discovery so

that the area is protected, and consultation and treatment can occur as prescribed by law. In the event that the remains are determined to be of Native American origin, the Most Likely Descendant, as identified by the Native American Heritage Commission, shall be contacted in order to determine proper treatment and disposition of the remains in accordance with California Public Resources Code Section 5097.98. The Native American remains shall be kept in-situ, or in a secure location in close proximity to where they were found, and the analysis of the remains shall only occur on-site in the presence of a Native American monitor.

CUL-9 **Tribal Cultural Resources.** If the qualified archaeologist elects to collect any archaeological materials that qualify as tribal cultural resources, the Native American monitor(s) must be present during any testing or cataloging of those resources. Moreover, if the qualified archaeologist does not collect the unearthed archaeological materials that qualify as tribal cultural resources, a Native American monitor may, at their discretion, collect the materials. All materials are to be kept on the project site in a secured location as agreed upon by the TCA Tribe(s) for later reburial on-site. Invasive or non-invasive testing is prohibited unless prior written permission from the affiliated Tribes has been received. Should the affiliated Tribes decline the collection, the collection shall be curated at a San Diego curation facility or a culturally-affiliated Tribal curation facility that meets federal standards per 36 CFR Part 79. All other resources determined by the qualified archaeologist, in consultation with the Native American monitor(s), to not be tribal cultural resources, shall be curated at the San Diego Archaeological Center. The project archaeologist must provide written proof to the City's Planning Division that the San Diego Archaeological Center accepted and received the collections within 6 weeks upon completion of the Final Monitoring Report.

CUL-10 **Monitoring/Evaluation Report**. Prior to the release of the grading bond, a monitoring report and/or evaluation report, if appropriate, which describes the results, analysis, and conclusion of the archaeological monitoring program and any data recovery program on the project site shall be submitted by the qualified archaeologist to the City. The Native American monitor(s) shall be responsible for providing any notes or comments to the qualified archaeologist in a timely manner to be submitted with the report. The report shall include California Department of Parks and Recreation Primary and Archaeological Site Forms for any newly discovered resources.

Finding

Changes or alterations have been required in, or incorporated into, the Project as mitigation measures CUL-1 through CUL-10, which are feasible, and would mitigate, avoid or substantially lessen the significant environmental effects as identified in the EIR to archaeological resources to less-than-significant levels.

Facts in Support of Findings

Potentially significant impacts of the Project on archaeological resources are analyzed in EIR Section 4.4.5.2. Given the culturally sensitive nature of the project vicinity, implementation of the Project has the potential to result in impacts on undiscovered archaeological resources.

The potentially significant impacts to archaeological resources would be mitigated by implementation of mitigation measures CUL-1 through CUL-10. Mitigation measure CUL-1 requires a pre-excavation agreement between the Project applicant and Traditionally and Culturally Affiliated (TCA) Tribe(s) before construction begins to document protocols for the discovery of Tribal Cultural Resources and monitoring during Project construction. Mitigation measure CUL-2 requires preparation of a cultural resources monitoring program to implement during Project construction. Mitigation measure CUL-3 requires a pre-construction meeting between the Native American monitor, qualified archaeologist, and contractor to explain and coordinate the requirements of the monitoring program. Mitigation measures CUL-4 through CUL-10 establish monitoring requirements during construction, including resource recovery or reburial protocols, and require a monitoring and evaluation report to be submitted to the City detailing the results of the archaeological monitoring. With implementation of mitigation measures CUL-1 through CUL-10, impacts to archaeological resources would be reduced to less than significant.

Hazards and Hazardous Materials

Impacts: Accidental Release of Hazardous Materials and Hazardous Emissions

The Project would result in potentially significant impacts related to the release of hazardous materials, including contaminated soils, asbestos containing materials (ACM) and lead-based paint. Detailed information and analysis regarding the potentially significant impacts is provided in EIR Section 4.7.5.2 and 4.7.5.3.

Mitigation Measures

The Project includes mitigation measures HAZ-1 and HAZ-2 in the MMRP that is to be adopted concurrently with these Findings. Implementation of mitigation measures HAZ-1 and HAZ-2 will mitigate impacts associated with release of hazardous materials to below a level of significance.

HAZ-1 **Soil Sampling, Removal, and Disposal**. Prior to the issuance of a grading permit, the project applicant shall conduct near surface soil sampling and analysis in the southeastern portion of the site, limited to the area identified as Grid E6 on Figure 4.7-1, to define the limits of on-site soils impacted by dieldrin under the guidance of a qualified environmental consultant that is a State of California licensed professional engineer or geologist with environmental assessment and remediation experience. A soil sampling and removal report that delineates the limits of impacted soils and identifies recommendations regarding excavation, removal, and disposal of impacted soils shall be prepared and submitted for approval to the City's Development Services Department. The site-specific recommendations identified in the soil sampling and removal report shall be implemented by the construction contractor during grading activities, and impacted soils shall be disposed of at an appropriate disposal facility. Following completion of grading activities and soil removal and disposal, the project applicant's qualified environmental consultant shall provide a letter to the City's Development Services Department documenting that impacted soils were removed and disposed of in accordance with the recommendations in the soil sampling and removal report and at a disposal facility permitted to receive the impacted soils.

HAZ-2 Asbestos-Containing Materials and Lead-Based Paint Survey and Disposal. Prior to issuance of a demolition or grading permit, an asbestos and lead survey shall be conducted on the project site by a licensed asbestos/lead contractor. If the survey identifies hazardous building materials, the project applicant shall complete the necessary remediation identified in the survey prior to commencement of demolition activities in accordance with applicable laws, including Occupational Safety and Health Administration (OSHA) guidelines, to ensure that no hazards to the demolition crew, adjacent residents, or others are created by exposure to hazardous building materials. The project applicant shall provide a letter to the City's Development Services Department stating that a licensed asbestos/lead contractor has been retained at the project applicant's expense to conduct the asbestos and lead survey, and a letter report summarizing the conclusions and recommendations of the asbestos and lead survey shall be prepared and submitted to the City's Development Services Department.

Finding

Changes or alterations have been required in, or incorporated into, the Project as mitigation measures HAZ-1 and HAZ-2, which are feasible, and would mitigate, avoid, or substantially lessen the significant environmental effects associated with release of hazardous materials as identified in the EIR to less-than-significant levels.

Facts in Support of Findings

Potentially significant impacts of the Project associated release of hazardous materials are analyzed in EIR Section 4.7.5.2. Near surface soils in the southeastern portion of the site contain residual concentrations of pesticides, and the existing church building could contain ACM and/or lead-based paint, resulting in a potentially significant impact related to the release of hazardous materials.

The potentially significant impacts related to release of hazardous materials would be mitigated by implementation of mitigation measures HAZ-1 and HAZ-2. Mitigation measure HAZ-1 requires preparation of a soil sampling and removal report under the guidance of a qualified environmental consultant that identifies recommendations for impacted soil excavation, removal, and disposal. Mitigation measure HAZ-2 requires the identification and remediation of ACM and lead-based paint to ensure that no hazards to the demolition crew, adjacent residents, people at nearby schools, or others would occur. With implementation of mitigation measures HAZ-1 and HAZ-2, impacts related to release of hazardous materials would be reduced to less than significant.

Noise

Impacts: Vibration

The Project would result in potentially significant impacts related to vibration during construction. Detailed information and analysis regarding the potentially significant impacts is provided in EIR Section 4.9.5.2.

Mitigation Measures

The Project includes mitigation measure NOI-1 in the MMRP that is to be adopted concurrently with these Findings. Implementation of mitigation measure NOI-1 will mitigate construction vibration impacts to below a level of significance.

NOI-1 Vibratory Roller Usage Limits. Vibratory rollers shall be used in static mode only (no vibrations) when operating within 80 feet of an occupied residential building, as shown in Figure 4.9-2, *Vibratory Roller Static Mode Usage Area*, of this EIR. The contractor shall specify vibratory roller model, size, or operating mode restrictions on all demolition, grading, and construction permits.

Finding

Changes or alterations have been required in, or incorporated into, the Project as mitigation measure NOI-1, which is feasible, and would mitigate, avoid or substantially lessen the significant environmental effects associated with construction vibration as identified in the EIR to less-than-significant levels.

Facts in Support of Findings

Potentially significant impacts of the Project associated with construction vibration are analyzed in EIR Section 4.9.5.2. Vibration from the use of vibratory rollers during project construction could exceed City standards for disturbance of residents.

The potentially significant impact related to construction vibration would be mitigated by implementation of mitigation measure NOI-1. Mitigation measure NOI-1 requires vibratory rollers to be used in static mode when operating within 80 feet of an occupied residential building to prevent vibration levels from exceeding the City's disturbance threshold. With implementation of mitigation measure NOI-1, impacts related to construction vibration would be reduced to less than significant.

Transportation

Impacts: Vehicle Miles Traveled

The Project would result in potentially significant impacts related to vehicle miles traveled (VMT). Detailed information and analysis regarding the potentially significant impact is provided in EIR Section 4.11.5.2.

Mitigation Measures

The Project includes mitigation measure TRA-1 in the MMRP that is to be adopted concurrently with these Findings. Implementation of mitigation measure TRA-1 will mitigate VMT impacts to below a level of significance.

TRA-1 Vehicle Miles Traveled. Prior to issuance of certificate of occupancy, the applicant shall install the following pedestrian and network infrastructure improvements, pursuant to the City's VMT Exchange Program as well as Safe Routes to Schools assessments that identify improvements applicable to the VMT Exchange Program, to reduce the VMT generated by the proposed project. The following improvements are listed with their total projected reduction in project VMT, as calculated by the VMT Exchange Program:

- Near Miller Elementary School and the project site
  - Miller Avenue/Montview Drive – install high visibility crosswalks on the south and west legs (reduction of 30 VMT)

- Brotherton Road/Felicita Road – install a high visibility crosswalk on the east leg, and a Rapid Rectangular Flashing Beacon system to the south leg (reduction of 45 VMT)
- Brotherton Road/mid-block Miller Elementary School crossing - install high visibility crosswalk, 2 pedestrian ramps, and a Rapid Rectangular Flashing Beacon system. (reduction of 62 VMT)
- Brotherton Road/Miller Avenue – install high visibility crosswalks on the north and east legs (reduction of 30 VMT)
- Brotherton Road/Centre City Parkway – install a high visibility crosswalk on the west leg, and pedestrian curb ramps on the northwest and southwest corner (reduction of 31 VMT)
- Citracado Parkway/Felicita Road – install a high visibility crosswalk on all four legs (reduction of 60 VMT)
- Citracado Parkway/Miller Avenue – construct 112 feet of new sidewalk along the north side of Citracado Parkway from the end of the Caltrans R/W to the northwest corner of its intersection with Miller Avenue, and install a pedestrian ramp on the northwest corner (reduction of 15 VMT)
- Citracado Parkway/Centre City Parkway – install high visibility crosswalks on the north leg and on the north leg of Centre City Parkway Frontage Road (reduction of 30 VMT)
- Felicita Road/Palm Terrace - install a high visibility crosswalk and new pedestrian ramp on northeast corner (reduction of 23 VMT).
- New sidewalk – new sidewalk on the east side of Felicita Road between Brotherton Road and the current sidewalk about 320 feet to the north and from the project's south boundary to Palm Terrace (reduction of 24 VMT).

- Near Bernardo Elementary School
  - Bernardo Avenue/Hamilton Lane – install high visibility crosswalks on the north and west legs (reduction of 30 VMT)
  - Bernardo Avenue/Dexter Place – install a high visibility crosswalk on the west leg (reduction of 15 VMT)
  - Mountain Heights Drive/Sunrise Way – install a high visibility crosswalk on the north leg (reduction of 15 VMT)

- Near Del Dios Academy of Arts and Sciences School
  - 9th Avenue/Valley Parkway - install high visibility crosswalks on all four legs (reduction of 60 VMT)
  - 9th Avenue/Auto Park Way – install high visibility crosswalks on the north, south, and west legs (reduction of 45 VMT)

- Near Del Lago Academy High School
  - Crescent Knolls Glen/Scenic Trail Way – install high visibility crosswalks on the north and west legs (reduction of 30 VMT)
  - Citracado Parkway/Scenic Trail Way – install high visibility crosswalk on all four legs (reduction of 60 VMT)

- Near Juniper Elementary School
  - Juniper Street/Felicita Avenue – install high visibility crosswalk on all four legs (reduction of 60 VMT)
  - Juniper Street/Green Avenue – install a high visibility crosswalk at the west leg (reduction of 15 VMT)
  - Juniper Street/El Dorado Avenue - install a high visibility crosswalk at the east leg (reduction of 15 VMT)
  - Juniper Street/Vermont Avenue - install a high visibility crosswalk at the west leg (reduction of 15 VMT)
  - Juniper Street/Cyprus Crest Terrace - install a high visibility crosswalk at the east leg (reduction of 15 VMT)

- Near L.R. Green Elementary School
  - Bear Valley Parkway/Canyon Road – install high visibility crosswalks on the west, south, and east legs (reduction of 45 VMT)
  - Casteneda Drive/L.R. Green Elementary School south entrance – install a high visibility crosswalk (reduction of 15 VMT)

- Near Orange Glen Elementary School
  - East Valley Parkway/James Street – install high visibility crosswalks on the north and east legs (reduction of 30 VMT)
  - Falconer Road/Walnut Glen - install a high visibility crosswalk on the west leg (reduction of 15 VMT)
  - Falconer Road/Hypoint Avenue - install a high visibility crosswalk on the east leg (reduction of 15 VMT)
  - East Valley Parkway/Bear Valley Parkway - install high visibility crosswalks on the west and south legs (reduction of 30 VMT)
  - Bear Valley parkway/Belfast Glen - install a high visibility crosswalk on the east leg (reduction of 15 VMT)

- Near Orange Glen High School
  - Bear Valley Parkway/Midway Drive/Patriot Place - install high visibility crosswalks on all four legs (reduction of 60 VMT)
  - Glenridge Road/High School Driveway - add advance yield markings to existing mid-block high visibility crosswalk (reduction of 30 VMT)
  - Glenridge Road/Mountain View Drive - add advance yield markings to existing high visibility crosswalks (reduction of 30 VMT)
  - Bear Valley Parkway/Glenridge Road - install high visibility crosswalks on the east and north legs (reduction of 30 VMT)

- Near Central Elementary School
  - Third Avenue/South Broadway - install high visibility crosswalks on all four legs (reduction of 60 VMT)
  - Third Avenue/South Broadway - install advance yield markings to north and south intersection approaches (reduction of 30 VMT)
  - Third Avenue/Maple Street - install high visibility crosswalks on all four legs (reduction of 60 VMT)

  - Fourth Avenue/Maple Street - install a high visibility crosswalk on the west leg (reduction of 15 VMT)
  - Fourth Avenue/South Broadway - install high visibility crosswalks on the north, east, and south legs (reduction of 45 VMT)

- Other City intersections
  - Citracado Parkway/South Escondido Boulevard – install high visibility crosswalks on the north and east leg (reduction of 30 VMT)
  - Auto Park Way/Hale Avenue – install high visibility crosswalks on all four legs (reduction of 60 VMT)
  - Valley Parkway/Home Depot Center – install high visibility crosswalks on the south and west legs (reduction of 30 VMT)
  - Valley Parkway/11th Avenue – install high visibility crosswalks on the north, east, and west legs (reduction of 45 VMT)
  - La Terraza Boulevard/9th Avenue – install high visibility crosswalks on all four legs (reduction of 60 VMT)
  - 9th Avenue/Tulip Street – install high visibility crosswalks on all four legs (reduction of 60 VMT)
  - Centre City Parkway/9th Avenue – install high visibility crosswalks on the west, east, and south legs (reduction of 45 VMT)
  - Pine Street/9th Avenue – install high visibility crosswalks on the north and south legs (reduction of 30 VMT)
  - Valley Parkway/Juniper Street – install high visibility crosswalks on all four legs (reduction of 60 VMT)
  - Via Rancho Parkway/Quiet Hills Drive – install high visibility crosswalks on all four legs (reduction of 60 VMT)
  - Via Rancho Parkway/Beethoven Drive – install high visibility crosswalks on the west, east, and north legs (reduction of 45 VMT)

Finding

Changes or alterations have been required in, or incorporated into, the project as mitigation measure TRA-1, which is feasible, and would mitigate, avoid, or substantially lessen the significant environmental effects associated with VMT as identified in the EIR to less-than-significant levels.

Facts in Support of Findings

Potentially significant impacts of the Project associated with VMT are analyzed in EIR Section 4.11.5.2. VMT generated by the project would be 95.7 percent of the regional average, which exceeds the threshold of 85 percent of the regional average.

The potentially significant VMT impact would be mitigated by implementation of mitigation measure TRA-1. Mitigation measure TRA-1 requires implementation of pedestrian and network infrastructure improvements pursuant to the City's VMT Exchange Program as well as Safe Routes to Schools assessments that identify improvements applicable to the VMT Exchange Program. With implementation of mitigation measure TRA-1, VMT impacts would be reduced to less than significant.

Tribal Cultural Resources

Impacts: Tribal Cultural Resources

The Project would result in potentially significant impacts related to inadvertent discovery of tribal cultural resources. Detailed information and analysis regarding the potentially significant impact is provided in EIR Section 4.12.7.2.

Mitigation Measures

The Project includes mitigation measures CUL-1 through CUL-10 in the MMRP that is to be adopted concurrently with these Findings. Implementation of mitigation measures CUL-1 through CUL-10 as listed in these Findings under Cultural Resources will mitigate impacts to tribal cultural resources to below a level of significance.

Finding

Changes or alterations have been required in, or incorporated into, the Project as mitigation measures CUL-1 through CUL-10, which are feasible, and would mitigate, avoid, or substantially lessen the significant environmental effects as identified in the EIR to tribal cultural resources to less-than-significant levels.

Facts in Support of Findings

Potentially significant impacts of the Project related to tribal cultural resources are analyzed in EIR Section 4.12.7.2. Given the culturally sensitive nature of the Project vicinity and the presence of sacred lands in the Project vicinity, ground-disturbing activities associated with project construction have the potential to cause a substantial adverse change in the significance of tribal cultural resources. The potentially significant impact to tribal cultural resources would be mitigated by implementation of mitigation measures CUL-1 through CUL-10.

Mitigation measure CUL-1 requires a pre-excavation agreement between the Project applicant and TCA Tribe(s) before construction begins to document protocols for the discovery of tribal cultural resources and monitoring during Project construction. Mitigation measure CUL-2 requires preparation of a cultural resources monitoring program to implement during Project construction. Mitigation measure CUL-3 requires a pre-construction meeting between the Native American monitor, qualified archaeologist, and contractor to explain and coordinate the requirements of the monitoring program. Mitigation measures CUL-4 through CUL-10 establish monitoring requirements during construction, including resource recovery or reburial protocols, and require a monitoring and evaluation report to be submitted to the City detailing the results of the archaeological monitoring. With implementation of mitigation measures CUL-1 through CUL-10, impacts to tribal cultural resources would be reduced to less than significant.

Findings Regarding Project Alternatives

CEQA Guidelines Section 15126.6(c) states that the “range of potential alternatives to the proposed project shall include those that could feasibly accomplish most of the basic objectives of the project and could avoid or substantially lessen one or more of the significant effects.” The EIR examined a reasonable range of alternatives to determine whether they could meet the Project’s objectives while avoiding or substantially lessening one or more of the Project’s significant impacts. The alternatives analyzed in the EIR include (1) the No Project Alternative, (2) the Reduced Density Alternative, (3) the Reduced Density

Alternative, and (4) the Planned Office Land Use Alternative. This section of the Findings summarizes these alternatives and their feasibility and effectiveness in avoiding or substantially lessening any of the significant impacts associated with the Project. Detailed information and analysis concerning these alternatives is in EIR Chapter 8, *Alternatives*.

No Project Alternative

CEQA Guidelines Section 15126.6(e) requires that the "no project" alternative be evaluated along with its impacts to allow decision makers to compare the impacts of approving a project with the impacts of not approving the project. The "no project" analysis is required to discuss the existing conditions (at the time the NOP is published), as well as what would be reasonably expected to occur in the foreseeable future if the project were not approved, based on current plans and consistent with available infrastructure and community services. For a development project such as the proposed Project, the "no project" alternative is defined as the circumstance under which the Project does not proceed and a comparison of the environmental effects of the property remaining in its existing state against the environmental effects associated with the Project. Accordingly, the "No Project Alternative" assumes that the Project would not be approved or implemented, no multi-family residential buildings or a new church to replace the existing church building would be constructed, and no roadway improvements to Felicita Road would be constructed. The physical conditions of the Project site would remain as they are as described in Chapter 2, *Environmental Setting*, of the Draft EIR. The project site is currently completely developed with a church building, surface parking, and landscaping along with vacant land that contains a drainage swale.

The No Project Alternative would avoid the significant, but mitigable, impacts related to biological resources (special-status species, natural communities, wetlands), cultural resources (unidentified archaeological resources), hazards and hazardous materials (accidental release of hazardous materials and hazardous emissions), noise (construction-related vibration), transportation (VMT), and tribal cultural resources (significant tribal cultural resources). Because the No Project Alternative would not involve construction, the potentially significant cultural resources, tribal cultural resources, and noise impacts would not occur. Impacts to biological resources also would not occur under this alternative because no change in the condition of the site would occur. The contaminated soils with potential to release hazardous materials would remain on the Project site and no disposal of these soils would occur. The No Project Alternative would also avoid all other less than significant impacts of the proposed Project.

The No Project Alternative would not meet any of the six objectives of the proposed Project, and the benefits of the proposed Project would not be realized under the No Project Alternative. This alternative would leave the site as-is and the proposed Project would not be constructed. Therefore, this alternative would not provide multi-family market rate and below market rate housing to address the City's housing supply need and the RHNA allocation, nor would it meet the goals and policies of the City's Housing Element. In addition, no upgrades to the site would occur to increase energy efficiency, water conservation, or transportation facilities. The No Project Alternative was rejected in favor of the Project because it does not meet any of the six Project objectives.

Reduced Density Alternative

The Reduced Density Alternative would develop a multi-family residential and church project similar to the proposed Project, but with less residential density to decrease the severity of potential impacts of the Project. The Zone Change and General Plan Amendment proposed by the Project would be required to implement this alternative. Under the Reduced Density Alternative, development of the site would occur

within the same footprint of the proposed Project, but the number of residential dwelling units would decrease by approximately 25 percent, for a total of 194 dwelling units. This alternative would not rely on the State Density Bonus Law, and the on-site density would be approximately 25 dwelling units per acre (du/ac), 5 du/ac less than the maximum 30 du/ac allowed per the proposed R-5-30 zoning.

The residential building area would be reduced by approximately 25 percent to 262,785 SF. The height of the proposed residential structures would remain three-to four-stories, but one-to-three fewer buildings would be constructed on the residential site (depending on the building type). Other components and improvements under this alternative would be substantially the same as the proposed Project, such as the new church building and associated improvements on the church site, common amenity areas, access driveways, landscaping, hardscape improvements, and utility improvements.

The Reduced Density Alternative would reduce the severity of the less than significant associated with air quality, energy, GHG emissions, land use, noise, population and housing, and transportation given the reduced residential building area. Significant but mitigable impacts to biological resources (special-status species, natural communities, wetlands), cultural resources (unidentified archaeological resources), hazards and hazardous materials (accidental release of hazardous materials and hazardous emissions), and tribal cultural resources (significant tribal cultural resources) would remain the same under the Reduced Density Alternative given the development footprint and grading activity would remain the same. Significant but mitigable transportation (VMT) impacts would remain significant but the severity would be reduced because VMT would decrease with reduction in residential building area.

The Reduced Density Alternative would, equally with the proposed Project, meet the objective of providing a new modern church facility on the site that integrates with the existing education buildings to allow for the continued use of the church and private school (Objective 6). This alternative would meet the other five project objectives but to a lesser degree than the proposed Project because of the reduced number of residential dwelling units that would be created. The reduction in dwelling units would decrease the housing stock to be provided compared to the Project for the City in satisfying its RHNA or achieving Housing Element goals and policies. For these reasons, the Reduced Density Alternative was rejected in favor of the Project.

Reduced Footprint Alternative

The Reduced Footprint Alternative was developed to avoid development within the wetland area on the Project site and incorporate a 50-foot buffer from the wetland drainage. Development would be focused on the eastern portion of the residential site. Under the Reduced Footprint Alternative, 258 residential dwelling units would be constructed, consistent with the proposed Project, but the residential buildings would be concentrated in the eastern portion of the residential site. No change in the number of the proposed residential buildings would occur under this alternative; however, building heights may be taller to accommodate the unit mix of the Project or the unit mix would be different with smaller units. The new church building and associated improvements on the church site would be the same as the proposed Project. The Zone Change and General Plan Amendment proposed by the Project would be required to implement this alternative. As the Reduced Footprint Alternative would construct the same number of dwelling units, trip generation and VMT would be the same as for the proposed Project, and the proposed Felicita Road widening and intersection improvements would occur. Other components and improvements under this alternative would be similar to those for the proposed Project, such as the common amenity areas, landscaping, hardscape improvements, and utility improvements.

The Reduced Footprint Alternative would avoid the significant and mitigable impacts to biological resources associated with wetlands and would reduce the severity of the significant and mitigable impact to biological resources associated with natural communities. This alternative would slightly reduce the potential to encounter cultural resources (unidentified archaeological resources) and tribal cultural resources (significant tribal cultural resources) because of the reduced grading footprint on the residential site; impacts to these resources would remain significant but mitigable. Similarly, a slight decrease in construction area would incrementally decrease the severity of impacts to air quality, energy, and GHG emissions. No substantial change in the significant but mitigable impacts related to biological resources (special-status species), hazards and hazardous materials (accidental release of hazardous materials and hazardous emissions), noise (construction-related vibration), or transportation (VMT) would occur. Land use and planning impacts would be less than significant, similar to the proposed Project, because the same amount of development would be constructed consistent with the proposed land use and zoning designations. Aesthetics impacts would be less than significant but greater in severity compared to the proposed Project given the consolidation of all residential buildings in the eastern portion of the site that would result in a higher density residential development with reduced setback distances between buildings and possibly taller residential buildings. In addition, no substantial change in less than significant impacts related to population and housing would occur under this alternative because the same number of residential units would be constructed.

The Reduced Footprint Alternative would meet most of the Project objectives but would constrain the extent of the proposed development such that the objectives to provide for the development of a mix of housing units (Objective 1) and a diverse range of high-quality rental housing that will offer a mix of unit types, sizes, and levels of affordability to accommodate a range of potential residents (Objective 3) would not be achieved to the same degree as the Project. The proposed Project includes a variety of floor plans of one-, two-, and three-bedroom market-rate and below market rate units. Concentrating units in a smaller area and keeping the same number of units would require taller buildings and a modified development typology to maintain a similar mix of floor plan options. These changes would generate significantly higher costs that would render the Project economically infeasible. Alternatively, reducing unit size would eliminate the variety of floor plans currently proposed. Consequently, the mix of housings units and sizes and/or the affordability of the Project's units would be diminished under this alternative. The constraints in the footprint that would occur under this alternative would render the Project economically infeasible and/or reduce the degree to which the objectives would be achieved. For this reason, the Reduced Footprint Alternative was rejected in favor of the Project.

Planned Office Land Use Alternative

The Planned Office Land Use Alternative was developed to assess potential impacts that would occur without the General Plan Amendment proposed by the Project. A Zone Change to Planned Development – Office would still be required to implement this alternative to be consistent with the General Plan land use designation. The existing land use designation of Planned Office allows a maximum floor-area-ratio of 2.0; therefore, this alternative considers demolition of the church and school buildings, and buildout of 1,291,995 SF of office space on the Project site. The office buildings are assumed to be three stories in height. According to the CalEEMod defaults for the office land use, this alternative would generate 4,450 ADT. It is assumed that the office land use would be developed within the same development footprint as the proposed Project and the Felicita Road widening and intersection improvements would occur. The analysis related to this alternative assumes the office land use would comply with applicable development regulations related to parking, landscape, hardscape, and height.

The Planned Office Land Use Alternative would eliminate the less than significant population impact of the proposed Project. As the same footprint would be developed, significant but mitigable construction-related impacts to biological resources (special-status species, natural communities, wetlands), cultural resources (unidentified archaeological resources), hazards and hazardous materials (accidental release of hazardous materials and hazardous emissions), and tribal cultural resources (significant tribal cultural resources) would be the same as for the proposed Project. However, the increase in building area and vehicle trips that would be generated under this alternative would increase the severity of the less than significant impacts related to air quality, energy, and GHG emissions, as well as the significant but mitigable impacts related to construction vibration and transportation (VMT). Aesthetics impacts would also be greater given the more intensive development that would be constructed under this alternative.

The Planned Office Land Use Alternative would not meet any of the six Project objectives, as no housing units would be created and existing on-site uses would be replaced with office uses. Additionally, this alternative would not meet the Project's objective to construct a new modern church facility. This alternative would result in a development consistent with the planned land use for the site but would not generate housing units that would contribute to the City's housing stock and assist the City in meeting its RHNA or achieving Housing Element goals and policies. For these reasons, the Planned Office Land Use Alternative was rejected in favor of the Project.

SECTION 5 CONCLUSION

The City Council makes and adopts each of the above stated Findings and finds that, with implementation of the mitigation measures identified in the EIR, all significant impacts of the Project will be reduced to below a level of significance.

ATTACHMENT A

MITIGATION MONITORING AND REPORTING PROGRAM

The California Environmental Quality Act (CEQA) requires that when a public agency certifies an environmental document including measures to mitigate or avoid significant environmental effects, that public agency must adopt a reporting or monitoring plan. The reporting or monitoring plan must be designed to ensure compliance during project implementation (Public Resources Code [PRC] Section 21081.6[a][1]).

In compliance with PRC Section 21081.6, the following Mitigation Monitoring and Reporting Program (MMRP) has been prepared for the proposed Alexan Escondido and Bethel Baptist Church Project (project). This MMRP is intended to provide verification that all mitigation measures identified in the Environmental Impact Report (EIR) prepared for the project are monitored and reported. Monitoring will include (1) verification that each mitigation measure has been implemented; (2) recordation of the actions taken to implement each mitigation; and (3) retention of records in the project file.

This MMRP delineates responsibilities for monitoring the implementation of project mitigation measures but also allows the City of Escondido (City) flexibility and discretion in determining how best to monitor their implementation. Based on the mitigation measures, responsibilities for implementation have been assigned to the Applicant, Contractor, or a combination thereof. Monitoring and reporting procedures will vary according to the type of mitigation measure. Adequate monitoring consists of demonstrating that monitoring or verification procedures took place and that mitigation measures were implemented. Reporting consists of establishing a record that a mitigation measure is being implemented, and may involve plan review, field inspection, or review of reporting documentation. A record of the MMRP will be maintained at the offices of the Escondido City Hall Planning Division, which is currently located at 201 North Broadway, Escondido, CA 92025.

As the CEQA Lead Agency, the City is responsible for ensuring full compliance with the mitigation measures adopted for the project. Minor changes to the MMRP, if required, would be made in accordance with CEQA and would be permitted after further review and approval by the City. The City may modify how a mitigation measure is implemented, as long as the alternative means of implementing the mitigation still achieves the same or greater attenuation of the impact. Such changes could include reassignment of monitoring and reporting responsibilities, plan redesign to make appropriate improvements, and/or modification, substitution, or deletion of mitigation measures. No change to the MMRP shall be permitted unless the MMRP continues to satisfy the requirements of PRC Section 21081.6.

ALEXAN ESCONDIDO AND BETHEL BAPTIST CHURCH MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
Biological Resources								
BIO-1	**Avoidance of Nesting Birds.** Prior to the issuance of grading or demolition permits, the City of Escondido shall verify that the following measure is shown on the grading and demolition plans: If trimming, grubbing, or vegetation clearing occurs within the nesting season (January 15 to August 31), nesting bird surveys for migratory birds and raptors shall be performed for the proposed impact area and a 300-foot buffer, where accessible, by a qualified biologist no more than 72 hours before the start of vegetation removal. If active nests are found, no-work buffers of no less than 50 feet and no more than 300 feet (for raptor species) shall be established around active nests identified within and adjacent to the project site. The qualified biologist shall determine the appropriate buffer size and level of nest monitoring necessary based on agency protocols or the species' life history, the species' sensitivity to disturbances, individual behavior, status of nest, location of nest and site conditions, presence of screening vegetation, anticipated project construction activities, ambient noise levels compared to project-related noise levels, existing non- project-related disturbances in vicinity, and existing levels of human activity. The no-work buffer shall be flagged and mapped on the construction plans and maintained until the nesting cycle is determined by the qualified biologist to be complete. Construction shall be allowed to continue outside of the no-work buffers. Periodic monitoring, at intervals determined to be necessary by	Applicant/ Contractor	Prior to Grading or Demolition Permit Issuance and During Construction between January 15 and August 31	City Planning Division	Prior to Grading or Demolition Permit Issuance and During Construction between January 15 and August 31			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	the qualified biologist, of active nests shall occur to ensure the Project does not result in the failure of the nest. At the discretion of the qualified biologist, additional minimization measures may be implemented if a nesting bird appears to be stressed as a result of project activities and the no-work buffer does not appear to provide adequate protection. Buffer sizes may also be reduced, or the extent of nest monitoring may be reduced, at the discretion of the qualified biologist. Any changes to buffer sizes and/or nest monitoring frequency shall be documented and provided to the City of Escondido.							
BIO-2	**Sensitive Vegetation Communities: Non-native Grassland**. Prior to the issuance of a grading permit, direct impacts to 7.18 acres of non-native grassland shall be mitigated at a 0.5:1 ratio through purchase of mitigation credits at an approved mitigation bank.	Applicant	Prior to Grading Permit Issuance	City Planning Division	Prior to Grading Permit Issuance			
BIO-3	**BIO-3**: **Sensitive Vegetation Communities: Emergent Wetland.** Prior to the issuance of a grading permit, direct impacts to 0.31 acre of emergent wetland shall be mitigated at a 3:1 ratio through off-site restoration, enhancement, and/or establishment/re-establishment or purchase of mitigation credits at a mitigation bank holding a Bank Instrument executed with the California Department of Fish and Wildlife (CDFW). Final mitigation requirements for impacts to emergent wetland shall be determined in consultation with the resource agencies (U.S. Army Corps of Engineers, CDFW, and Regional Water Quality Control Board) during the wetland permitting process.	Applicant	Prior to Grading Permit Issuance	City Planning Division, Resource Agencies (U.S. Army Corps of Engineers, CDFW, and Regional Water Quality Control Board)	Prior to Grading Permit Issuance			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
Cultural Resources								
CUL-1	**Tribal Cultural Resource Treatment and Monitoring Agreement**. If requested by one or more participating tribes, the applicant shall enter into a Tribal Cultural Resource Treatment and Monitoring Agreement (also known as a pre-excavation agreement) with a tribe that is traditionally and culturally affiliated with the project area ("TCA Tribe") prior to issuance of a grading permit to be submitted to the City. The purposes of the agreement are: (1) to provide the applicant with clear expectations regarding tribal cultural resources; and (2) to formalize protocols and procedures between the City, applicant, and the TCA Tribe(s) per the measures in this document for the protection and treatment of, including but not limited to, Native American human remains; funerary objects; cultural and religious landscapes; ceremonial items; traditional gathering areas; and cultural items located and/or discovered through a monitoring program in conjunction with the construction of the proposed project, including additional archaeological surveys and/or studies, excavations, geotechnical investigations, grading, and all other ground disturbing activities. A fully executed copy of the agreement and a wet-signed copy of the monitoring plan shall be provided to the City's Planning Department to ensure compliance with the conditions of approval.	Applicant/ Contractor, TCA Tribe	Prior to Grading Permit Issuance	City Planning Division	Prior to Grading Permit Issuance			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
CUL-2	**Cultural Resources Monitoring Program**. Prior to issuance of a grading permit, the applicant shall retain an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for archaeology ("qualified archaeologist") to prepare a Cultural Resources Monitoring Program (CRMP) in coordination with participating tribe(s). The CRMP shall include any additional information that can be utilized to determine the appropriate monitoring program. The qualified archeologist and Native American monitor(s) associated with TCA Tribe(s) shall implement the monitoring program, as described in the CRMP. The archaeologist shall be responsible for coordinating with the Native American monitor(s). Verification shall be presented to the City in a letter from the qualified archaeologist that confirms that Native American monitor(s) representing requesting TCA Tribes have been retained. The City, prior to any pre-construction meeting, shall approve all persons involved in the monitoring program.	Applicant/ Contractor, Archaeologist, TCA Tribe	Prior to Grading Permit Issuance	City Planning Division	Prior to Grading Permit Issuance			
CUL-3	**Pre-construction Meeting.** The qualified archaeologist and Native American monitor(s) shall attend the pre-grading meeting with the construction contractor to explain and coordinate the requirements of the CRMP.	Applicant/ Contractor, Archaeologist, TCA Tribe	Pre-grading Meeting	City Planning Division	Prior to Commencement of Grading			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
CUL-4	**Archaeological and Native American Monitoring.** The qualified archaeologist and the Native American monitor(s) shall be on site as required by the CRMP during the initial grubbing, site grading, excavation or disturbance of the ground surface. The CRMP shall include protocols for monitoring and, if applicable, shall include any additional information and related monitoring procedures for specific areas of the project site that have been previously disturbed. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of tribal cultural resources as defined in California Public Resources Code Section 21074. Archaeological and Native American monitoring shall be discontinued when the depth of grading and soil conditions no longer retain the potential to contain cultural deposits. The qualified archaeologist, in consultation with the Native American monitor(s), shall be responsible for determining the duration and frequency of monitoring.	Applicant/ Contractor, Archaeologist, TCA Tribe	During Construction	City Planning Division	During Construction			
CUL-5	**Cultural Resources Discovery.** In the event that previously unidentified cultural resources that qualify as historical, unique archaeological, and/or tribal cultural resources are discovered, the qualified archaeologist and the Native American monitor(s), shall have the authority to temporarily divert or temporarily halt ground disturbance in the area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so the monitored activity can proceed.	Applicant/ Contractor, Archaeologist, TCA Tribe	During Construction	City Planning Division	During Construction			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
CUL-6	**Assessment of Cultural Resources Discovery**. If a potentially significant historical, unique archaeological, and/or tribal cultural resource is discovered, the qualified archaeologist shall notify the City of said discovery. The qualified archaeologist, in consultation with the City, the affiliated Tribes identified through state-mandated consultation, and the Native American monitor(s), shall determine the significance of the discovered resource. A recommendation for the tribal cultural resource's treatment and disposition shall be made by the qualified archaeologist in consultation with the TCA Tribe(s) and the Native American monitor(s) and be submitted to the City for review and approval.	Applicant/ Contractor, Archaeologist, TCA Tribe	During Construction	City Planning Division	During Construction			
CUL-7	**Cultural Material Recovery.** The avoidance and/or preservation of the significant cultural resource (historical, unique archaeological and/or tribal cultural resource) or Native American remains must first be considered and evaluated as required by CEQA. Where any significant cultural resources have been discovered and avoidance and/or preservation measures are deemed to be infeasible by the City, then consultation with the affiliated Tribes must be conducted to determine methods to mitigate impacts. Should data recovery be determined as appropriate, the qualified archaeologist (using professional archaeological methods), in consultation with the TCA Tribe(s) and the Native American monitor(s), shall prepare a research design and data recovery program, subject to approval by the City. The archaeological monitor, in consultation with the Native American monitor(s), shall determine the amount of material to be recovered for an adequate artifact sample for analysis. Before construction activities are allowed to resume in the affected area, the research design and	Applicant/ Contractor, Archaeologist, TCA Tribe	During Construction	City Planning Division	During Construction			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	data recovery program activities must be concluded to the satisfaction of the City.							
CUL-8	**Discovery of Human Remains.** As specified by California Health and Safety Code Section 7050.5, if human remains are found on the project site during construction or during archaeological work, the person responsible for the excavation, or their authorized representative, shall immediately notify the San Diego County Coroner's office. Determination of whether the remains are human shall be conducted on-site and in situ where they were discovered by a forensic anthropologist, unless the forensic anthropologist and the Native American monitor(s) agree to remove the remains to an off-site location for examination. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the Coroner has made the necessary findings as to origin and disposition. A temporary construction exclusion zone shall be established surrounding the area of the discovery so that the area is protected, and consultation and treatment can occur as prescribed by law. In the event that the remains are determined to be of Native American origin, the Most Likely Descendant, as identified by the Native American Heritage Commission, shall be contacted in order to determine proper treatment and disposition of the remains in accordance with California Public Resources Code Section 5097.98. The Native American remains shall be kept in-situ, or in a secure location in close proximity to where they were found, and the analysis of the remains shall only occur on-site in the presence of a Native American monitor.	Applicant/ Contractor, Archaeologist, TCA Tribe, San Diego County Coroner's Office, Native American Heritage Commission	During Construction	City Planning Division	During Construction			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
CUL-9	**Tribal Cultural Resources.** If the qualified archaeologist elects to collect any archaeological materials that qualify as tribal cultural resources, the Native American monitor(s) must be present during any testing or cataloging of those resources. Moreover, if the qualified archaeologist does not collect the unearthed archaeological materials that qualify as tribal cultural resources, a Native American monitor may, at their discretion, collect the materials. All materials are to be kept on the project site in a secured location as agreed upon by the TCA Tribe(s) for later reburial on-site. Invasive or non-invasive testing is prohibited unless prior written permission from the affiliated Tribes has been received. Should the affiliated Tribes decline the collection, the collection shall be curated at a San Diego curation facility or a culturally-affiliated Tribal curation facility that meets federal standards per 36 CFR Part 79. All other resources determined by the qualified archaeologist, in consultation with the Native American monitor(s), to not be tribal cultural resources, shall be curated at the San Diego Archaeological Center. The project archaeologist must provide written proof to the City's Planning Division that the San Diego Archaeological Center accepted and received the collections within 6 weeks upon completion of the Final Monitoring Report.	Applicant/ Contractor, Archaeologist, TCA Tribe, Curation Facility or San Diego Archaeological Center	During and After Construction	City Planning Division	During and After Construction			
CUL-10	**Monitoring/Evaluation Report.** Prior to the release of the grading bond, a monitoring report and/or evaluation report, if appropriate, which describes the results, analysis, and conclusion of the archaeological monitoring program and any data recovery program on the project site shall be submitted by the qualified archaeologist to the City. The Native American monitor(s) shall be responsible for providing any notes	Applicant/ Contractor, Archaeologist, and TCA Tribe	Prior to Release of Grading Bond	City Planning Division	Prior to Release of Grading Bond			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	or comments to the qualified archaeologist in a timely manner to be submitted with the report. The report shall include California Department of Parks and Recreation Primary and Archaeological Site Forms for any newly discovered resources.							
Hazards and Hazardous Materials								
HAZ-1	**HAZ-1: Soil Sampling, Removal, and Disposal**. Prior to the issuance of a grading permit, the project applicant shall conduct near surface soil sampling and analysis in the southeastern portion of the site, limited to the area identified as Grid E6 on Figure 4.7-1[1], to define the limits of on-site soils impacted by dieldrin under the guidance of a qualified environmental consultant that is a State of California licensed professional engineer or geologist with environmental assessment and remediation experience. A soil sampling and removal report that delineates the limits of impacted soils and identifies recommendations regarding excavation, removal, and disposal of impacted soils shall be prepared and submitted for approval to the City's Development Services Department. The site-specific recommendations identified in the soil sampling and removal report shall be implemented by the construction contractor during grading activities, and impacted soils shall be disposed of at an appropriate disposal facility. Following completion of grading activities and soil removal and disposal, the project applicant's qualified environmental consultant shall provide a letter to the City's Development Services Department documenting that impacted soils were removed and disposed of in accordance with the recommendations in the soil sampling and removal report and at a disposal facility permitted to receive the impacted soils.	Applicant/ Contractor	Prior to Grading Permit Issuance	City Development Services Department	Prior to Grading Permit Issuance			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
HAZ-2	**Asbestos-Containing Materials and Lead-Based Paint Survey and Disposal**. Prior to issuance of a demolition or grading permit, an asbestos and lead survey shall be conducted on the project site by a licensed asbestos/lead contractor. If the survey identifies hazardous building materials, the project applicant shall complete the necessary remediation identified in the survey prior to commencement of demolition activities in accordance with applicable laws, including Occupational Safety and Health Administration (OSHA) guidelines, to ensure that no hazards to the demolition crew, adjacent residents, or others are created by exposure to hazardous building materials. The project applicant shall provide a letter to the City's Development Services Department stating that a licensed asbestos/lead contractor has been retained at the project applicant's expense to conduct the asbestos and lead survey, and a letter report summarizing the conclusions and recommendations of the asbestos and lead survey shall be prepared and submitted to the City's Development Services Department.	Applicant/ Contractor	Prior to Demolition or Grading Permit Issuance	City Development Services Department	Prior to Demolition or Grading Permit Issuance			
Noise								
NOI-1	**Vibratory Roller Usage Limits.** Vibratory rollers shall be used in static mode only (no vibrations) when operating within 80 feet of an occupied residential building, as shown in Figure 4.9-2, *Vibratory Roller Static Mode Usage Area*[2], of this EIR. The contractor shall specify vibratory roller model, size, or operating mode restrictions on all demolition, grading, and construction permits.	Applicant/ Contractor	During Construction	City Planning Division	Prior to Demolition or Grading Permit Issuance and During Construction			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
Transportation								
TRA-1	**Vehicle Miles Traveled.** Prior to issuance of certificate of occupancy, the applicant shall install the following pedestrian and network infrastructure improvements, pursuant to the City's VMT Exchange Program as well as Safe Routes to Schools assessments that identify improvements applicable to the VMT Exchange Program, to reduce the VMT generated by the proposed project. The following improvements are listed with their total projected reduction in project VMT, as calculated by the VMT Exchange Program: • Near Miller Elementary School and the project site o Miller Avenue/Montview Drive – install high visibility crosswalks on the south and west legs (reduction of 30 VMT) o Brotherton Road/Felicita Road – install a high visibility crosswalk on the east leg, and a Rapid Rectangular Flashing Beacon system to the south leg (reduction of 45 VMT) o Brotherton Road/mid-block Miller Elementary School crossing - install high visibility crosswalk, 2 pedestrian ramps, and a Rapid Rectangular Flashing Beacon system. (reduction of 62 VMT) o Brotherton Road/Miller Avenue – install high visibility crosswalks on the north and east legs (reduction of 30 VMT) o Brotherton Road/Centre City Parkway – install a high visibility crosswalk on the west leg, and pedestrian curb ramps on the northwest and southwest corner (reduction of 31 VMT) o Citracado Parkway/Felicita Road – install a high visibility crosswalk on all four legs (reduction of 60 VMT)	Applicant	Prior to the Issuance of a Certificate of Occupancy	City Planning Division	Prior to the Issuance of a Certificate of Occupancy			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	○ Citracado Parkway/Miller Avenue – construct 112 feet of new sidewalk along the north side of Citracado Parkway from the end of the Caltrans R/W to the northwest corner of its intersection with Miller Avenue, and install a pedestrian ramp on the northwest corner (reduction of 15 VMT) ○ Citracado Parkway/Centre City Parkway – install high visibility crosswalks on the north leg and on the north leg of Centre City Parkway Frontage Road (reduction of 30 VMT) ○ Felicita Road/Palm Terrace - install a high visibility crosswalk and new pedestrian ramp on northeast corner (reduction of 23 VMT). ○ New sidewalk – new sidewalk on the east side of Felicita Road between Brotherton Road and the current sidewalk about 320 feet to the north and from the project's south boundary to Palm Terrace (reduction of 24 VMT). • Near Bernardo Elementary School ○ Bernardo Avenue/Hamilton Lane – install high visibility crosswalks on the north and west legs (reduction of 30 VMT) ○ Bernardo Avenue/Dexter Place – install a high visibility crosswalk on the west leg (reduction of 15 VMT) ○ Mountain Heights Drive/Sunrise Way – install a high visibility crosswalk on the north leg (reduction of 15 VMT)							

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	• Near Del Dios Academy of Arts and Sciences School o 9th Avenue/Valley Parkway - install high visibility crosswalks on all four legs (reduction of 60 VMT) o 9th Avenue/Auto Park Way – install high visibility crosswalks on the north, south, and west legs (reduction of 45 VMT) • Near Del Lago Academy High School o Crescent Knolls Glen/Scenic Trail Way – install high visibility crosswalks on the north and west legs (reduction of 30 VMT) o Citracado Parkway/Scenic Trail Way – install high visibility crosswalk on all four legs (reduction of 60 VMT) • Near Juniper Elementary School o Juniper Street/Felicita Avenue – install high visibility crosswalk on all four legs (reduction of 60 VMT) o Juniper Street/Green Avenue – install a high visibility crosswalk at the west leg (reduction of 15 VMT) o Juniper Street/El Dorado Avenue - install a high visibility crosswalk at the east leg (reduction of 15 VMT) o Juniper Street/Vermont Avenue - install a high visibility crosswalk at the west leg (reduction of 15 VMT) o Juniper Street/Cyprus Crest Terrace - install a high visibility crosswalk at the east leg (reduction of 15 VMT)							

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	• Near L.R. Green Elementary School o Bear Valley Parkway/Canyon Road – install high visibility crosswalks on the west, south, and east legs (reduction of 45 VMT) o Casteneda Drive/L.R. Green Elementary School south entrance – install a high visibility crosswalk (reduction of 15 VMT) • Near Orange Glen Elementary School o East Valley Parkway/James Street – install high visibility crosswalks on the north and east legs (reduction of 30 VMT) o Falconer Road/Walnut Glen - install a high visibility crosswalk on the west leg (reduction of 15 VMT) o Falconer Road/Hypoint Avenue - install a high visibility crosswalk on the east leg (reduction of 15 VMT) o East Valley Parkway/Bear Valley Parkway - install high visibility crosswalks on the west and south legs (reduction of 30 VMT) o Bear Valley parkway/Belfast Glen - install a high visibility crosswalk on the east leg (reduction of 15 VMT) • Near Orange Glen High School o Bear Valley Parkway/Midway Drive/Patriot Place - install high visibility crosswalks on all four legs (reduction of 60 VMT) o Glenridge Road/High School Driveway - add advance yield markings to existing mid-block high visibility crosswalk (reduction of 30 VMT) o Glenridge Road/Mountain View Drive - add							

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	○ advance yield markings to existing high visibility crosswalks (reduction of 30 VMT) ○ Bear Valley Parkway/Glenridge Road - install high visibility crosswalks on the east and north legs (reduction of 30 VMT) • Near Central Elementary School ○ Third Avenue/South Broadway - install high visibility crosswalks on all four legs (reduction of 60 VMT) ○ Third Avenue/South Broadway - install advance yield markings to north and south intersection approaches (reduction of 30 VMT) ○ Third Avenue/Maple Street - install high visibility crosswalks on all four legs (reduction of 60 VMT) ○ Fourth Avenue/Maple Street - install a high visibility crosswalk on the west leg (reduction of 15 VMT) ○ Fourth Avenue/South Broadway - install high visibility crosswalks on the north, east, and south legs (reduction of 45 VMT) • Other City intersections ○ Citracado Parkway/South Escondido Boulevard – install high visibility crosswalks on the north and east leg (reduction of 30 VMT) ○ Auto Park Way/Hale Avenue – install high visibility crosswalks on all four legs (reduction of 60 VMT) ○ Valley Parkway/Home Depot Center – install high visibility crosswalks on the south and west legs (reduction of 30 VMT)							

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	○ Valley Parkway/11th Avenue – install high visibility crosswalks on the north, east, and west legs (reduction of 45 VMT) ○ La Terraza Boulevard/9th Avenue – install high visibility crosswalks on all four legs (reduction of 60 VMT) ○ 9th Avenue/Tulip Street – install high visibility crosswalks on all four legs (reduction of 60 VMT) ○ Centre City Parkway/9th Avenue – install high visibility crosswalks on the west, east, and south legs (reduction of 45 VMT) ○ Pine Street/9th Avenue – install high visibility crosswalks on the north and south legs (reduction of 30 VMT) ○ Valley Parkway/Juniper Street – install high visibility crosswalks on all four legs (reduction of 60 VMT) ○ Via Rancho Parkway/Quiet Hills Drive – install high visibility crosswalks on all four legs (reduction of 60 VMT) Via Rancho Parkway/Beethoven Drive – install high visibility crosswalks on the west, east, and north legs (reduction of 45 VMT)							
Tribal Cultural Resources								
	Refer to mitigation measures CUL-1 through CUL-10 under Cultural Resources, above.							

[1] Draft EIR Figure 4.7-1 is included at the end of this MMRP for ease of reference.

[2] Draft EIR Figure 4.9-2 is included at the end of this MMRP for ease of reference.



SAMPLE NUMBER	SAMPLE DEPTH	DIELDRIN (mg/kg)
E2-0.5	0.5	0.0108

SAMPLE NUMBER	SAMPLE DEPTH	DIELDRIN (mg/kg)
F2-0.5	0.5	0.0289

SAMPLE NUMBER	SAMPLE DEPTH	DIELDRIN (mg/kg)
F3-0.5	0.5	0.0152

SAMPLE NUMBER	SAMPLE DEPTH	DIELDRIN (mg/kg)
E6-0.5	0.5	**0.0399**
E6-1.5	1.5	0.0132

SAMPLE NUMBER	SAMPLE DEPTH	DIELDRIN (mg/kg)
E5-0.5	0.5	0.0224

LEGEND

- A1 — ARSENIC AND PESTICIDE SAMPLE LOCATION (FREY, 2022)
- A2 — PESTICIDE SAMPLE LOCATION (FREY, 2022)
- SOIL BORING LOCATION (FREY, 2023)
- ESTIMATED AREA OF DIELDRIN IMPACTED SOILS

NOTES:

1. All locations and dimensions are approximate.
2. Site Sketch from Google Earth Aerial Photo.

0 100 200

APPROXIMATE SCALE IN FEET

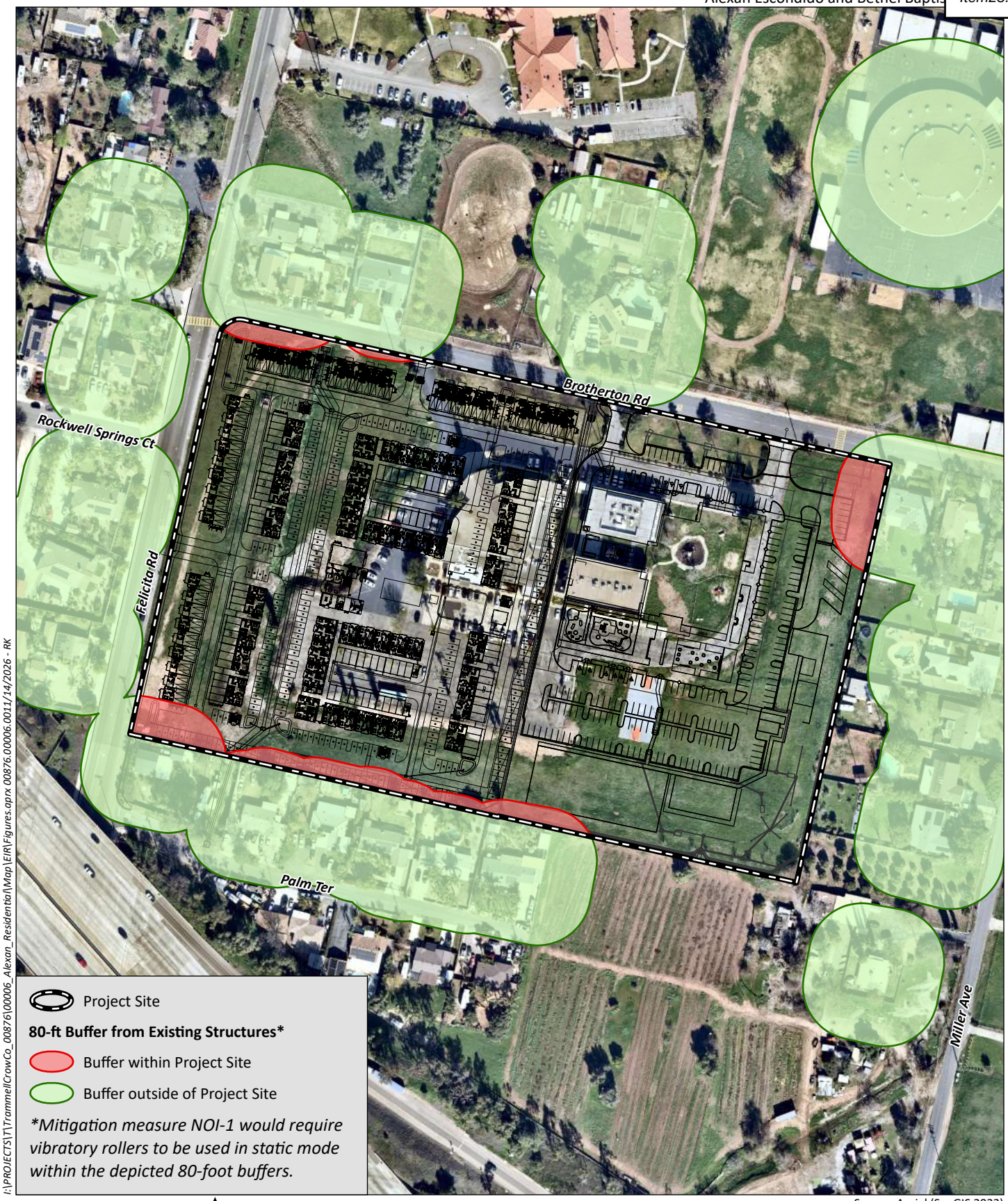
Source: Frey Environmental, Inc 2023

I:\PROJECTS\TrammellCrowCo_00876\00006_Alexan_Residential\Mxp\EIR\Fig4.7-1_ImpactedSoils.indd 00876.00006.001 07/18/23 -RK

HELIX Environmental Planning

On-site Impacted Soils

Figure 4



Source: Aerial (SanGIS 2023)

HELIX Environmental Planning

Vibratory Roller Static Mode Usage Area

Figure 4

STAFF REPORT

DATE: 08/11/26

PL23-0273/PL23-0274/PL23-0275/PL23-0276/PL25-0275/PL26-0010/PL26-0219 – 855 Brotherton Road

PROJECT NUMBER / NAME: **PL23-0273/PL23-0274/PL23-0275/PL23-0276/PL25-0275/PL26-0010/PL26-0219 – 855 Brotherton Road – The Alexan and Bethel Baptist Church**

REQUEST: Recommend approval of a development project to the City Council consisting of the following actions;

1) a General Plan Amendment to change the existing land use designation from Planned Office (PO) to Urban V (U5: 30 dwelling units per acre [du/acre]), including ancillary text amendments to the Felicita Corporate Office Target Area;

2) a Zone Map Amendment to create consistency with the proposed General Plan Amendment by changing the zoning for the subject property from Residential Estates (RE-20: 20,000 square-foot minimum lot sizes) to Very High Multiple Residential (R-5-30);

3) Major Plot Plan and Design Review Permit for construction of 258 multi-family units with a total gross building area of 365,859 square-foot (sq. ft.), inclusive of 13 (5%) very low-income units allowing for a Density Bonus Request consisting of incentives/concessions and waivers as permitted by State Density Bonus Law (SDBL) and Article 67 (Density Bonus and Residential Incentives) ("The Alexan");

4) Conditional Use Permit Modification (CUP) for the existing religious/school facilities on-site, and a Design Review Permit for demolition of an existing 24,395 sq. ft. sanctuary building, and construction of 24,627 sq. ft. religious facility building area with a sanctuary seating approximately 600, an entryway/foyer, offices, meeting rooms, kitchen, storage, and with a maximum capacity of 200 students ("Bethel Baptist Church"). The religious facility development also includes construction of two dwelling units to be used as temporary housing for traveling missionaries ("Project").

5) The Project also includes a Grading Exemption to permit fill slopes and retaining walls up to 12'-0" in height, and Adjustment Plat to adjust the properties boundaries to facilitate development of The Alexan. The Project also includes standard on-site improvements including but not limited to off-street parking, landscaping, drainage, and utilities and frontage improvements along Felicita Road and Brotherton Road; and off-site improvements including, but not limited to mitigation measures for Vehicles Miles Traveled (VMT) as detailed in the Draft Environmental Impact Report ("DEIR").

6) Certification of the Final Environmental Impact Report ("FEIR")

PROPERTY SIZE AND LOCATION: The 14.83-acre site is located at the southeast corner of W Felicita Road and Brotherton Road and addressed as 855 Brotherton Road,

APPLICANT: Trammell Crow Residential

CITY of ESCONDIDO

STAFF REPORT

Escondido, CA. (Assessor's Parcel Number(s): 236-333-41-00/236-333-53-00)

GENERAL PLAN / ZONING: Planned Office (PO)/Residential Estates (RE-20)

PRIMARY REPRESENTATIVE: Greg Mosieve

DISCRETIONARY ACTIONS REQUESTED: General Plan Amendment, Zone Map Amendment, Major Plot Plan and Design Review Permit with a Density Bonus Request, a Conditional Use Permit Modification and Design Review Permit, Grading Exemption, and Adjustment Plat

PREVIOUS ACTIONS: N/A

CEQA RECOMMENDATION: Recommend certification of a Final Environmental Impact Report ("FEIR")

STAFF RECOMMENDATION: Recommend Approval

REQUESTED ACTION: Approve Planning Commission Resolution No. 2026-08

CITY COUNCIL HEARING REQUIRED: _X__YES ___NO

REPORT APPROVALS: _X_ Dare Delano, Assistant City Attorney

_X_ Garrett Smith, City Planner

CITY of ESCONDIDO

STAFF REPORT

BACKGROUND

On May 02, 2023, Trammell Crow, represented by Greg Moiseve ("Applicant") submitted a request to develop a housing project, and redevelop an existing religious facility for a 14.83-acre site located at the southeast corner of W Felicita Road and Brotherton Road and addressed as 855 Brotherton Road, Escondido, CA ("Property") (Assessor's Parcel Number(s): 236-333-41-00/236-333-53-00). On May 24, 2023, the City Council authorized further processing of the request (Attachment 1 – City Council staff report, dated May 24, 2023).

The Property is developed with an existing religious facility operated by the Bethel Baptist Church; additionally, the subject site is comprised of two parcels: one parcel is developed with a church while the parcel to the west (adjacent to Felicita Avenue) is vacant. Throughout the staff report, both parcels are referenced as the Property.

The Property has an existing general plan land use designation of Planned Office (PO), and is zoned Residential-Estates (RE-20: 20,000 square-foot minimum lot sizes) (Attachment 2 – Aerial, General Plan, and Zoning). The surrounding properties and their respective general plan land use designations, zoning districts, and present land uses are detailed in Table 1 – Surrounding Properties:

Table 1 – Surrounding Properties

Cardinal Direction	General Plan Land Use Designation	Zoning	Existing Land Use
North	Planned Office (P-O)/Suburban (S)	Single Family Residential (R-1-10)	Educational Facility/Single Family residences
East	Suburban (S)	Residential Estate (RE-20)	Single Family Residences
South	Planned Office (P-O)	Residential Estate (RE-20)	Single Family Residences
West	Estate II (E2)	Residential Estate (RE-20)	Single Family Residences

On December 11, 1979, the Planning Commission adopted Resolution No. 3140 granting a Conditional Use Permit (Case No. 79-157-CUP) to Bethel Southern Baptist Church for construction of two additional classroom buildings for the existing church facility, and the future construction of two more additional classroom buildings, and one family center building. Subsequently, Bethel Southern Baptist Church applied for a Conditional Use Permit (Case No. 80-77-CUP) for construction of 1,1,450 square-foot (sq. ft.) addition to an existing 1,200 sq. ft. nursery and storage facility. On April 10, 1985, the Planning Commission adopted Resolution No. 3995 approving a request for a conditional use permit modification to the Case No. 80-77-CUP in order to establish a limited day care facility. The modification allowed for a total of 70 children and 10 staff members, with operational hours limited to Thursdays from 10:00 AM – 2:00 PM.

According to City records, the earliest entitlement that was issued for the church was Case No. 79-157-CUP.

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SUMMARY OF REQUEST

On July 10, 2023, the Applicant submitted a formal application for a General Plan Amendment, Zone Map Amendment, Major Plot Plan & Design Review Permit for construction of 258 multi-family dwelling units, a Conditional Use Permit & Design Review Permit for demolition and reconstruction of a portion of an existing religious facility, Grading Exemption, and Adjustment Plat to facilitate the construction of the Alexan Residential Development and the Bethel Baptist Church ("Project").

The Applicant request approval of the following land use entitlements as detailed in Table 2 – Entitlement Request. The following actions are necessary to implement the Project as proposed:

Table 2 – Entitlement Request

Entitlement Request:	Entitlement Purpose:
General Plan Amendment (GPA)	• Amend the Land Use Map in Chapter II (Land Use and Community Form Element) of the 2012 General Plan to change the land use designation from Planned Office (PO) to Urban V (U5 – 30 dwelling units per acre) • Including ancillary text amendments to the Felicita Corporate Office Target Area
Zone Map Amendment (ZMA)	• Amend the Citywide Escondido Zoning Map to change the existing zoning district from Residential Estates (RE-20) to Very High Multi-Family District (R-5-30) to create consistency with the proposed GPA
Major Plot Plan, Design Review Permit, including a Density Bonus Request (Alexan Residential Apartments)	• Site plan review of a permitted use in the proposed R-5-30 zoning district (Major Plot Plan) • Construction of 258 multi-family units with a total gross building area of 365,859 sq. ft. inclusive of landscaping, open space, off-street parking and other required on-site improvements (Design review) • Provision of 13 very-low-income units (5% of units) to utilize State Density Bonus Law and Article 67 (Density Bonus Request)
Conditional Use Permit and Design Review Permit (Bethel Baptist Church)	• Modification to an existing Conditional Use Permit for an existing religious use/school facility on-site (Conditional Use Permit Modification) • Demolition of an existing 24,395 sq. ft. sanctuary building, and construction of a 24,627 sq. ft. religious facility building area with sanctuary seating for approximately 600 persons, an entryway/foyer, offices, meeting rooms, kitchen, storage, and with a maximum capacity of 200 students (Design review)
Grading Exemptions	• Construction of fill slopes and retaining walls up to 12'-0" in height

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Adjustment Plat	• Adjust the existing property boundaries to facilitate development of the Alexan Residential Apartments on the parcel to the west

Alexan Residential Development: As detailed in Table 2, a number of entitlements are required to facilitate construction of the Alexan Residential Development. A General Plan Amendment is necessary to establish a maximum permitted density on the Property and as proposed would allow for up to 30 dwelling units per acre (du/acre) under the proposed Urban V (U5) land use designation; a Zone Map Amendment would amend the existing zoning from Residential Estates (RE-20; 20,000 sq. ft. minimum lot sizes) to Very High Multiple Family District (R-5-30) therefore allowing multi-family development as a permitted use on the Property. Pursuant to Article 61 (Administration and Enforcement) of the Escondido Zoning Code, a Major Plot Plan Permit is required for new construction of a permitted use in the underlying zoning district; additionally, pursuant to Article 64 (Design Review) a Design Review Permit is required for discretionary projects that include new construction (Attachment 3 – Site Plan: Alexan). In addition to the aforementioned permits, the Applicant proposes to deed-restrict 13 of the units to very-low-income households which is permitted by State Density Bonus Law (SDBL) and Article 67 (Density Bonus) of the Escondido Zoning Code (EZC).

Bethel Baptist Church: In addition to the entitlements necessary for construction of the Alexan, the Project includes demolition of an existing 24,395 sq. ft. sanctuary building located to the west of the existing classroom buildings, and construction of a 24,627 sq. ft. sanctuary building with seating for approximately 600 visitors. The Project also includes a request to modify the operational characteristics of the existing daycare as described in the "Background" section of this staff report. The modification includes an expansion to the number of students at the daycare from 10 staff and 70 children to a maximum of 15 staff members, and 200 children; and, a change in hours from operating only on Thursdays to Monday through Thursday from 7:00 AM – 6:00 PM. Due to these changes, a modification to the Conditional Use Permit is required, and a Design Review Permit is required for the changes related to the new construction, and site layout (Attachment 4 – Site Plan: Bethel Baptist Church). The Applicant also request for approval of a Grading Exemption as discussed below; the requested Grading Exemption is exclusive to the Bethel Baptist Church site.

Both requests will be discussed in further detail under the "Analysis" section.

SUPPLEMENTAL DETAILS OF REQUEST – ALEXAN RESIDENTIAL DEVELOPMENT

Standard (R-5-30 Zone)		
1. Property Size:	7.92 acres (345,083 sq. ft.)	
2. Number of Units:	258 dwelling units	
	Minimum/Maximum Allowed	**Proposed**
3. Unit Size:	400 sq. ft. minimum	719 sq. ft. – 1,806 sq. ft.
4. Density:	30 dwelling units per acre (du/acre)	32.6 du/ac
5. Lot Coverage/Floor Are Ratio:	None/.90	.94*

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6. Building Height/Stories	75'-0"/4	Varies from 37'-0"/3-stories to 52'-11"/ 4-stories
7. Motor Vehicle Parking:	331**	441
8. Bicycle Parking:	N/A	N/A
9. Setbacks:		
a. Front Yard (Brotherton Road):	15'-0" 4'-0" projection into front yard	15'-3" 6'-4" projection into front yard*
b. Street Side Yard (Felicita Road):	10'-0"	10'-7"
c. Rear Yard:	10'-0"	75'-7"
d. Side Yard:	5'-0"	5'-0"
10. Open Space / Landscaping:	85,600 sq. ft.	74,801 sq. ft.*
11. Trees:	258 (one tree per unit)	359 trees
12. Signage:	None Proposed	Reviewed at building permit submittal
13. Trash:	Trash Enclosure	Trash Enclosures
14. Lighting:	Comply with Article 35	Reviewed at building permit submittal
15. Heating and Ventilation:	Screened	Screened

*Pursuant to State Density Bonus Law and Article 67, these development standards have been waived as detailed in the Density Bonus Request Form (see Section 1.a for further information)
**Utilizing AB 2345 state mandated parking ratios (see Section 4.e for further information)

PROJECT ANALYSIS – ALEXAN RESIDENTIAL DEVELOPMENT

1. General Plan Conformance:

   a. Land use and density consistency

The Project includes a General Plan Amendment to amend the City's adopted General Plan Land Use Element to change the existing General Plan Land Use Designation from Planned Office (PO) to Urban V (U5). The proposed General Plan Amendment would establish a maximum residential density on the Property of 30 dwelling units per acre (du/acre). Additionally, the Project includes a Density Bonus Request as permitted by SDBL, and Article 67. The Applicant proposes to deed restrict 13 units to very-low-income households which would allow for a 20%

increase in the allowable density (see Attachment 5 – Density Bonus Request). As shown in the "Supplemental Details of Request – Alexan Residential Development," the Project would exceed the allowable density of 30 dwelling units per acre due to the Applicant's inclusion of 13 very-low-income units. The calculation is provided below in Table 3:

Table 3 – Density Calculation

Base Density (permitted under U5):	30 dwelling units per acre x 7.92 acres	238 dwelling units (rounded up from 237.6)
Target Units (Affordable Units):	13 (VLI) ÷ 238 base units	05.46%
Bonus Units:	238 base units x 8.40% increase in density (20% increase permitted)	20 bonus units (rounded up from 19.992)
Total Amount of Units Proposed: 258 Dwelling Units (238 base units + 20 bonus units)		

As shown in Table 3, the Applicant is entitled to a 20% increase in the base density which would allow for an additional 48 bonus units; however, the Applicant is only proposing an additional 20 bonus units. Furthermore, the Applicant is permitted incentives/concessions and waivers as allowed by SDBL and Article 67. Relative to this Project, the Applicant is entitled to 1 incentive/concession due to the provision of 5% of the units for very-low-income households, and unlimited waivers which they are utilizing on the items identified in Table 4. The requested incentive/concessions and waivers are detailed in Table 4 below:

Table 4 – Incentives/Concessions and Waivers

Development Standard	**Requirement of the Escondido Zoning Code**	**Provided**	**Incentive/Concession**	**Waiver**
Open Space	85,600 sq. ft.	74,801 sq. ft.		Yes
Projections into Setbacks	Front/Rear – 4 ft. max projection Side Setback – 2 ft. max	6'-1" projection into front setback	Yes	
Private Storage	20,640 cubic feet (cu. ft.)	16,256 cu. ft.		Yes
Floor Area Ratio	.90	.94		Yes

Pursuant to SDBL, an applicant is entitled to a specific number incentives/concessions depending on the percentage of affordable units that are provided by a project; however, waivers are unlimited. A key distinction between these two components is that an incentive/concession is a reduction in site development standards or modification of zoning code requirements that result in identifiable and actual cost reductions while a waiver is a

reduction or modification of any development standard when those requirements potentially make the construction of a project physically infeasible.

The City may only deny a request for an incentive/concession if a finding can be made that the incentive/concession would not result in identifiable and actual cost reductions to provide for affordable housing costs, or that it would result in a specific, adverse impact upon public health, safety, or the environment. A denial of these items must be supported by substantial evidence in the record. The requested items were reviewed by the City's Staff Development Committee (SDC) as part of the development review process, and no evidence has been presented that the requested items would result in a specific, adverse impact upon public health, safety, the environment or on any property listed in the California Register of Historic Resources. Therefore, the requested incentives/concession and waivers comply with the provisions of SDBL and Article 67.

b. Housing Element and "No Net Loss"

The City is taking steps to encourage, promote, and facilitate the development of housing consistent with policies 1.1 and 2.1 of the Housing Element of the General Plan, while accommodating the City's share of regional housing needs, consistent with Government Code section ("Gov. Code §") 65584. During the current sixth cycle planning period, the City must accommodate an assigned Regional Housing Needs Allocation ("RHNA") totaling 9,607 housing units. As of January 1, 2026, the City has reported a total of 1,875 housing units permitted toward meeting RHNA. This includes 403 lower-income units (190 Very-Low and 213 Low), 59 moderate-income units, and 1,413 above moderate-income units. Therefore, 7,677 housing unit remain to be accommodated for through this planning period.

The Housing Element includes a Suitable Sites Inventory ("SSI") which lists properties identified as being suitable to accommodate housing units during the planning cycle. A total capacity of 12,445 units was identified, including 9,463 units on the SSI properties and an additional 2,983 units from Accessory Dwelling Units (ADUs) and Alternative Sites. Therefore, at the adoption of the Housing Element, the City had capacity to provide approximately 23 percent more units than needed.

The Alexan site is listed on the City's SSI, and is forecasted to provide 3 above-moderate units for a total of 3 new units, as shown in Table 5:

Table 5 – Suitable Sites Inventory Forecast

Income Levels	Lower	Moderate	Above Moderate	Totals
Parcel Number 236-333-41-00	0	0	3	3
Totals	**0**	**0**	**3**	**3**

No Net Loss law (Gov. Code § 65863) ensures development opportunities remain available throughout the planning period to accommodate a jurisdiction's RHNA, especially for lower- and moderate-income households. The so-called "no net loss" provisions apply 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 than shown in the Housing Element. (Gov't Code § 65863(b)). In general, jurisdictions cannot approve new housing at significantly lower densities or at different income categories than was projected in the Housing

Element without making specific findings and/or identifying other sites that could accommodate these units and affordability levels "lost" as a result of the approval.

Since the Project is proposing 13 very-low-income housing units and 245 above moderate-income housing units, the Project would provide more housing units than projected in the Housing Element (Gov. Code § 65863(b)). Therefore, the Project complies with the applicable provisions of No Net Loss.

c. Land Use and Community Form Element

Existing General Plan Land Use Designation: The Property is located within PO land use designation, and is specifically identified as being in the Felicita Corporate Office Target Area which is intended to promote opportunities and incentives for increasing employment densities, and attracting businesses with salaries that raise the City's median income. The character of development detailed in the 2012 General Plan consist of high quality, unified design elements, and increased buildings heights closer to the freeway (up to 1 to 3 stories). As detailed in the 2012 General Plan Environmental Impact Report (EIR), the entirety of the Felicita Corporate Office Target Area covers approximately 87 acres, and if fully built out under the existing General Plan Land Use Designation, would introduce 3,042,218 sq. ft. of non-residential development. Given the description of land uses in the PO land use designation, and the Felicita Corporate Office Target Area, a General Plan Amendment is requested to allow residential development.

Proposed General Plan Land Use Designation: As discussed throughout this staff report, the Project would amend the underlying General Plan Land Use Designation from PO to U5 with the latter being considered a residential land use category. The U5 land use designation establishes a minimum density of 21 du/acre and maximum of 30 du/acre, and is described as appropriate in areas near major thoroughfares in close proximity to shopping centers, entertainment, and community facilities. The Property is located adjacent to Interstate 15 which provides a convenient access point to other areas of the City; furthermore, the Property is in close proximity to S Centre City Parkway which is identified as a Super Major Road in the City's Mobility and Infrastructure Element, and provides access to the City's downtown core. As detailed in the Draft Environmental Impact Report ("DEIR"), a buildout under the existing PO land use designation would increase the severity of less than significant impacts related to air quality, energy, and greenhouse gas emissions, as well as the significant but mitigable impacts related to construction vibration and VMT. This alternative would also introduce an increase of 2,902 Average Daily Trips (ADT) above the proposed Project for a total of 4,450 ADT. This increase in ADT would result in an increase in traffic congestion beyond what would be generated under the proposed Project.

d. Further analysis of the Project's consistency with the City's adopted 2012 General Plan Policies may be found in Attachment 6 – General Plan Policy Consistency Analysis.

2. Zoning

Existing Zoning District: As discussed throughout this staff report, the Project includes an amendment to change the land use designation from PO to U5. The existing zoning district is Residential Estates (RE-20: 20,000 sq. ft. minimum lot sizes) which is not compatible with the existing PO land use designation. While the area is primarily surrounded by residential-estate like zoning districts to the west, and suburban development to the east, this area of the city was identified in the 2012 General Plan update as the Felicita Corporate Office Target Area. Any future development consistent with the goals and policies of this target area would require a Zone Map Amendment to rezone the Property to Planned Development – Office (PD-O) to ensure consistency with the existing General Plan land use

designation. Furthermore, as detailed in the Land Use Element of the General Plan, development under the existing land use designation, and any subsequent Zone Map Amendment, could introduce buildings up to 1 – 3 stories in height and approximately 1,291,995 sq. ft. based on the size of the Property.

Proposed Zoning District: The Project includes a General Plan Amendment to redesignate the Property from PO to U5 which also requires a Zone Map Amendment to amend the citywide Escondido Zoning Map to change the Property's zoning from Residential Estates (RE-20: 20,000 sq. ft. minimum lot sizes) to Very High Multiple Family District (R-5-30). If the Zone Map Amendment is approved, the proposed zoning will be consistent with the proposed General Plan land use designation. The proposed use of multiple-family dwellings is an allowed use with the R-5-30 zoning district. As detailed in the "Supplemental Details of Request – Alexan Residential Development" the Project complies with the development standards related off-street parking, building height, setbacks, open space/landscaping, and density.

Pursuant to SDBL and Article 67, the requested incentive/concession and waivers do not create inconsistencies with the Escondido Zoning Code, or requirements of the General Plan; therefore, the Project complies with the requirements of the Escondido Zoning Code.

3. Climate Action Plan Consistency:

As detailed in the DEIR prepared for the Project, a Climate Action Plan Consistency Checklist was prepared to demonstrate consistency with the City's adopted Climate Action Plan. Based on the information presented in the checklist, the Project exceeds the screening threshold established for multi-family residential uses which is 55 units. The next step in the checklist is to demonstrate consistency through the implementation of measures outlined in the document. The completed checklist can be found within Appendix B of the DEIR, and applicable measures from the CAP. Implementation of these measures demonstrate consistency with the City's adopted CAP. Therefore, impacts related to the GHG emissions would be less than significant.

4. Site Design

    a. Grading, topography, retaining wall, and fencing:

The existing topography of the site is varied but generally slopes down to the west moving towards Felicita Avenue. The finished floor of the existing church is 661 while the elevation adjacent to Felicita Avenue is approximately 642 indicating an approximate elevation difference of 19 feet. Due to this topography, the Alexan site will sit below the Bethel Baptist Church site and involves cut slopes along the easterly property line with retaining walls up to 13'-0" in height which is consistent with the allowable height for cut slopes as detailed in Article 55 (Grading and Erosion Control) of the Escondido Zoning Code. There are additional cut slopes along Brotherton Road and they range for from 3'-0" to 5'-0" inclusive of the retaining wall.

The southerly property line does include fill slopes and retaining walls up to 5'-0" in height, with an additional 3'-0" fill slope for an approximate height of 8'-0". Pursuant to Article 55, fill slopes within 50'-0" of a property line are limited to 5'-0"; however, slopes between 5'-0" and 10'-0" are allowed on a case-by case basis without triggering the need for a Grading Exemption. While the southerly property line is adjacent to residential properties; the site has been re-designed to include significant landscaping along the property line, and off-street parking has been reoriented away from the property lines to ensure light spillover does not occur. Furthermore, the existing buildings

on the adjacent properties are located approximately 35'-2" to 60'-0" away from the rear property lines thus minimizing impacts from the slopes.

A majority of the fencing is located within the interior of the site, and ranges from pool fencing approximately 5'-0" to seat walls approximately 1'-6", and screen walls up to 6'-0" in height.

b. Project Access and Circulation:

Primary access the Project site will be provided on Felicita Road while secondary access is provided on Brotherton Road. This will require the construction of two new driveways as existing access is provided to the Bethel Baptist Church on Brotherton Road. Based on the traffic distribution analysis included in the Traffic Impact Analysis (Appendix J to the DEIR), approximately 60% of the trips will be exit from the Felicita Road driveway while the other 40% will leave via Brotherton Road. Internal circulation is provided within the site with various drive aisles leading towards the interior of the site.

c. Building Orientation:

The Project includes construction of three- and four-story buildings with varying heights as detailed in the "Supplemental Details of Request – Alexan Residential Development." The three-story buildings are oriented toward Felicita Road and Brotherton Road with primary entrances along the public right-of-way, in addition to the street facing patios. The buildings within the interior are oriented toward each other. The four-story buildings are located within the interior of the site, and would be oriented away from surrounding properties. The balconies and patios for the four-story building would also be primarily focused towards the interior.

d. Open Space and Landscaping

Pursuant to the Escondido Zoning Code, a total of 85,600 sq. ft. of usable open space is required for the Project and 74,801 sq. f.t is provided; however, due to the use of SDBL and Article 67 the Applicant is entitled to waivers, and is waiving the requirement for open space to reduce the total amount of required usable open space. Nonetheless, the Applicant is providing a range of usable open space comprised of the following categories: common open space, private open space, and indoor amenity space. The common open space includes the pool area and walks and landscaping throughout the site; the private open space includes balconies, patios, and side yard ground floor patios; and, the indoor amenity space includes a fitness, club room, and deck. Relative to landscaping, approximately 20% of the site is landscaped and over 300 trees are provided. As detailed in the "Supplemental Details of Request – Alexan Residential Development" the Project complies with the requirements for trees for the Project.

e. Parking:

Pursuant to the Article 39 (Off-Street Parking) of the Escondido Zoning Code, the Project requires a total of 494 off-street parking spaces to comply with the off-street parking requirements; however, Assembly Bill (AB) 2345 and Article 67, allow for developers to request utilization of state-mandated parking ratios for density bonus projects. The Applicant has requested the use of this reduced parking ratio, and consequently the City must apply those ratios since it is a qualifying project i.e. it is providing affordable units. The requirements of each respective code requirements are shown in the Table 6 and Table 7:

Table 6 – AB 2345 Parking Ratios

Unit Type	Maximum Parking Requirements	No. of Units	Stalls required
1 bedroom	1.0	112	112
2 bedrooms	1.5	122	183
3 bedrooms	1.5	24	36
		Total Parking Required	331

Table 7 – Escondido Zoning Code Requirement

Unit Type	Maximum Parking Requirements	No. of Units	Stalls required
1 bedroom	1.50	112	168
2 bedrooms	1.75	122	214
3 bedrooms	2.0	24	48
Guest	.25	258	65
		Total Parking Required	494

While the Applicant is only required to provide 331 off-street parking spaces (which is inclusive of guest spaces and American Disability Act [ADA] spaces) due to AB 2345, the Applicant will be providing 441 off-street parking (1.71 space per unit) consisting of unenclosed parking, carport stalls, garage stalls, and tandem stalls. Therefore, the Project complies with the off-street parking requirements.

5. Building Design:

    a. Building Height, Mass, and Scale:

As detailed in the "Supplemental Details of Request – Alexan Residential Development" the building height and massing varies from 37'-0" (3-story buildings) to 52'-11" (4-story buildings), including a 35'-6" tall community building. The taller 4-story buildings are sited within the interior of the site, and are located approximately 75'-7" away from the southern property line. In addition to the distance from the southern properties, extensive landscaping to the south further reduces the visual impact of the buildings mass and scale. The design of the large buildings is consistent with the design standards in Article 64 (Design Review) in that the elevation facing the southern properties is constructed with a consistent design, and avoids monotonous repetition through the use of

varying wall planes and roof design. The four-story buildings are further screened from Felicita Road due to placement of the three-story buildings which serve as a visual buffer to the four-story buildings in the background further reducing the overall massing of the four-story buildings from the public right-of-way.

b. Residential Floor Plans:

The residential floor plans consist of primarily one-, two-, and three-bedroom units with two-bedroom units comprising approximately 46% of the total units provided by the Project. All units comply with the minimum square footage requirements for the proposed R-5-30 zones, and all required amenities for each unit are provided (e.g. private storage, private open space, etc.)

c. Building Materials:

The building material is primarily comprised of stucco, but includes the following on the façade: vertical cementitious siding, stone veneer, and dark vinyl windows. The roofing of the all the structures is finished with a concrete "s" profile roof tile. Per Article 64, a limited number of materials shall be used on the exterior face of a building, and a total of three materials are proposed, in addition to the stucco finish. The use of varying colors also provides visual interest to the buildings.

SUPPLEMENTAL DETAILS OF REQUEST – BETHEL BAPTIST CHURCH

Standard		
1. Property Size:	6.68 acres	
2. Number of Units:	Not Applicable	
	Minimum/Maximum Allowed	**Proposed**
3. Unit Size:	Not Applicable	Not Applicable
4. Density:	Not Applicable	Not Applicable
5. Lot Coverage/Floor Are Ratio:	None/.90	.153
6. Building Height/Stories	75'-0"/4 stories	29'-11"new assembly hall/42'-5" tower feature
7. Motor Vehicle Parking:	168 off-street parking spaces	207 off-street parking spaces
8. Bicycle Parking:	Not Applicable	Not Applicable
9. Setbacks:		
a. Front Yard:	15'-0"	65'-0"
b. Rear Yard:	10'-0"	340'-9"
c. Side Yard:	5'-0"	186'-0"

10. Open Space / Landscaping:	N/A / Compliance with Article 62	Complies with Article 62
11. Trees:	13 trees for double row parking	13 provided
12. Signage:	Reviewed under separate building permit	Reviewed under separate building permit
13. Trash:	Trash Enclosure	Trash Enclosure
14. Lighting:	Comply with Article 35	Reviewed at building permit submittal
15. Heating and Ventilation:	Screened	Screened

PROJECT ANALYSIS – BETHEL BAPTIST CHURCH

6. Operational Characteristics

As discussed in the "Background" section of this staff report, on April 10, 1985, the Planning Commission adopted Resolution No. 3995 allowing establishment of a limited day care facility. The limited day care facility allowed for a total of 70 children and 10 staff members, with operational hours limited to Thursdays. The Project includes a modification to this allowance to allow for operation Monday through Friday (Attachment 7 – Statement of Operations). A summary of the proposed schedule is provided in Table 8 below:

Table 8 - Proposed Schedule for Daycare Operations (Monday through Friday)

Time	Activity	Additional Information
7:00 AM – 8:00 Am	Child Drop Off	
8:00 AM – 9:30 AM	Breakfast and Morning Meeting	
9:30 AM – 12:00 PM	Rotating Activities (based on age group)	• Outdoor recess • Story Time • Snack Break • Group Focus/Activities
12:00 PM – 1:00 PM	Lunch	
1:00 PM – 3:00 PM	Rotating Activities (based on age group)	• Group Activities • Quiet Reading Time

3:00 PM – 5:30 PM	Rotating Activities (based on age group)	• Outdoor Recess • Story Time • Snack Break • Group Focus/Activities
5:30 PM – 6:00 PM	Afternoon Learning and Parent Pick Up	

In addition to the Daycare operations, the church offers services throughout the week consisting of worship services (English and Russian services), bible study, and church administration. The details of the operations are provided in Table 9 below:

Table 9 - Schedule for Church Operations (Monday Through Friday)

Day	Time	Activity	Location
Sunday	9:00 AM – 12:00 PM	English Worship Service	Sanctuary Hall
Sunday	1:00 PM – 3:00 PM	Russian Congregation Worship Service	Sanctuary Hall
Wednesday	9:30 AM – 1:00 PM	Open Door Bible Study	Fellowship Hall/Classrooms
Wednesday	6:00 PM – 9:00 PM	GROW Bible Studies	Classrooms
Monday through Friday	9:00 AM – 5:00 PM	Church Administration	Church Office

The Project does not include modifications to the services provided by the church, and the modification to the Conditional Use Permit is limited to an expansion of the Daycare facilities.

7. General Plan Conformance:

   a. Land use and Community Element Form

Existing General Plan Land Use Designation: The Property is located within PO land use designation, and is specifically identified as being in the Felicita Corporate Office Target Area which is intended to promote opportunities and incentives for increasing employment densities, and attracting businesses with salaries that raise the City's median income. The character of development detailed in the 2012 General Plan consist of high quality,

unified design elements, and increased buildings heights closer to the freeway. As detailed in the 2012 General Plan Environmental Impact Report (EIR), the entirety of the Felicita Corporate Office Target Area covers approximately 87 acres, and if fully built out under the existing General Plan Land Use Designation, would introduce 3,042,218 sq. ft. of non-residential development at buildout. Given the description of land uses in the PO land use designation, and the Felicita Corporate Office Target Area, a General Plan Amendment is necessary to allow religious uses and a daycare facility on the Bethel Baptist Church site.

Proposed General Plan Land Use Designation: As discussed throughout this staff report, the Project would amend the underlying General Plan Land Use Designation from PO to U5 with the latter being considered a residential land use category. Religious uses are a permitted use in residential zoning districts, and therefore is allowed in residential land use designations such as the proposed U5. Furthermore, pursuant to Residential Development Policy 3.1 and 3.2 limited non-residential development e.g. religious uses, should be permitted in residential land use classifications subject to state and local ordinances. Religious Uses and Daycare Facilities are a conditionally permitted uses in residential zoning district, and given the site's historical use for the Bethel Baptist Church, the modification to the Conditional Use Permit is appropriate.

b. Housing Element and "No Net Loss"

The City is taking steps to encourage, promote, and facilitate the development of housing consistent with policies 1.1 and 2.1 of the Housing Element of the General Plan, while accommodating the City's share of regional housing needs, consistent with Government Code section 65584. No Net Loss Law (Government Code section 65863) ensures development opportunities remain available throughout the planning period to accommodate a jurisdiction's Regional Housing Needs Allocation ("RHNA"), especially for lower- and moderate-income households. In general, jurisdictions cannot approve new housing at significantly lower densities or at different income categories than was projected in the Housing Element without making specific findings and identifying other sites that could accommodate these units and affordability levels "lost" as a result of the approval. The so-called "no net loss" provisions apply 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 than shown in the Housing Element. (Gov't Code § 65863(b)).

The Bethel Baptist Church 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.

a. See Attachment 6 for further analysis of conformance with the City's adopted 2012 General Plan.

8. Zoning

Existing Zoning District: As discussed throughout this staff report, the Project includes an amendment to change the land use designation from PO to U5. The existing zoning district is Residential Estates (RE-20: 20,000 sq. ft. minimum lot sizes), and is not compatible with the PO land use designation. While the area is primarily surrounded by residential-estate like zoning districts to the west, and suburban development to the east, this area of the city was identified in the 2012 General Plan update as the Felicita Corporate Office Target Area. Any future development consistent with the goals and policies of this target area would require a Zone Map Amendment to rezone the subject property to Planned Development – Office (PD-O). Furthermore, as detailed in the Land Use Element of the

General Plan, development under the existing land use designation, and any subsequent Zone Map Amendment, would have introduced buildings up to 1 – 3 stories in height and approximately 1,291,995 sq. ft. based on the size of the Property.

Proposed Zoning District**:** The Project would rezone this portion of the site also to R-5-30 which would allow for continuation of the existing Religious Use and Daycare Facility, in addition to the proposed modifications to the operations and site designed. Religious uses are a conditionally permitted use in the R-5-30 zoning district. As detailed in the "Supplemental Details of Request – Bethel Baptist Church," the Project complies with the proposed zoning district requirements relative to setbacks, lot coverage, building height, and landscaping.

Furthermore, pursuant to Section 33-1106 of Article 56 (Miscellaneous Use Restrictions) of the Escondido Zoning Code, the Project's proposed expansion of the day school activities comply with the following:

(a) *An off-street area for the loading and unloading of children from vehicles should be provided and should be designed so as to provide for the forward movement of vehicles both upon entering and leaving the site;*

An off-street area has been incorporated on-site, and is shown on the site plan for the Bethel Baptist Church redevelopment. The off-street loading area is adjacent to the buildings, and could accommodate up to 22 loading and unloading vehicles. The location of the loading, and unloading, zones will avoid impacts to adjacent roadways due to their proximity away from the driveways. Vehicles will be able to utilize both driveway exits along Brotherton Road.

(b) *The use shall be conditioned upon there being off-street parking in conformance with Article 39 of this chapter;*

Further discussion regarding off-street parking is provided in Section 10.g (Parking) of this staff report; however, as it pertains to the childcare parking, a total of 47 off-street parking spaces are required, inclusive of 22 loading and unloading zones. The use complies with the requirements of Article 39.

9. Climate Action Plan Consistency:

As detailed in the DEIR prepared for the Project, a Climate Action Plan Consistency Checklist was prepared to demonstrate consistency with the City's adopted Climate Action Plan, and is included in Appendix B (Air Quality and Greenhouse Gas Emissions) to the DEIR. Based on the information presented in the checklist, the Project exceeds the screening thresholds. The next step in the checklist is to demonstrate consistency through the implementation of applicable measures outlined in the document. The completed checklist can be found within Appendix B of the DEIR, and applicable measures from the CAP. Implementation of these measures demonstrate consistency with the City's adopted CAP. Therefore, impacts related to the GHG emissions would be less than significant.

10. Site Design

    c. Grading, topography, retaining wall, and fencing:

The terrain of the Bethel Baptist Site is relatively flat; however, it does slope down in the general direction of the westerly property line adjacent to the proposed Alexan off-street parking areas. The existing development pad lies approximately 10'-0" to 15'-0" higher than the rest of the site. The grading design does include a mix of fill and cut slopes towards the southeastern portion of the development to accommodate the construction of a stormwater

basin. The grading design incorporates a mix of slope ratios ranging from 2:1 to 3:1, and contoured grading to follow the natural topography of the site. The Project does include a retaining wall ranging from 4'-0" to 5'-0" in height along the easterly property line, and fill slopes up to 12'-0" (inclusive of the retaining walls). As detailed in Article 55, fill slopes within 50 feet of a property line are limited to 5'-0" in height with discretion for those between 5'-0" to 10'-0" in height, unlike the Alexan slopes adjacent to the southerly property line, these slopes and retaining walls are beyond the allowable 10'-0" therefore the Project request does include a Grading Exemption request to exceed the allowable heights. Further justification of the requested Grading Exemptions is detailed in Exhibit "J" attached to Resolution 2026-08.

d. Project Access and Circulation:

The church site currently takes access via three driveways along Brotherton Road. The Project will demolish all three driveways, and construct two new driveways at the approximate existing locations. Internal circulation is provided throughout the site with both driveways operating as entrances and exits.

e. Building Orientation:

The tallest feature of the building is a tower-like feature akin to a steeple, and is approximately 42'-5" in height. The steeple is oriented towards Brotherton Road, and away from the properties to the south and east. The newly constructed sanctuary building will be oriented towards a courtyard located between the existing classroom buildings.

f. Open Space and Landscaping:

The Escondido Zoning Code does not have specific requirements for religious uses relative to open space or landscaping requirements; however, the requirement for street trees, and off-street parking areas is still applicable. The Project includes double row parking which is required to have terminal islands, and have plantings for every four opposing parking spaces. The only double row parking is to the south of the buildings, and would require 13 trees within the center island, and 13 are provided, therefore the Project complies with this requirement. Additionally, all rows of parking are provided terminal islands, and have at least one tree for each row that is served by the terminal island. Overall, the Project includes over 240 trees ranging from perimeter trees, interior parking lot landscaping, and landscaping near the building area.

g. Parking:

There are two components of the Bethel Baptist Church: the use of the religious facility and the provision of childcare, both of which are conditionally permitted uses in the proposed R-5-30 zone. The parking calculation was based on the independent requirements for these uses as required by Article 39 (Off-Street Parking) of the Escondido Zoning Code.

Article 39 identifies two different methods for calculating parking for religious facilities: one parking space for each five seats (*seats* is defined as: 22-inches of linear bench constitutes one seat) **or** 100 square feet of gross floor area for all assembly areas. Staff determines the applicable parking ratio through proposed operations. For some religious facilities, fixed seating is proposed, in which the seats standard is applied. However, in instances where fixed seating is not proposed to allow flexibility, the gross floor area standard is applied.

The Project does include fixed seating for the sanctuary area and based on the number of seats, a total of 121 off-street parking spaces are required for the reconstructed sanctuary building whereas 160 off-street parking is provided. As discussed in the Zoning section of this staff report, childcare uses also must provide their own parking to ensure there are no conflicts between the two uses. The parking requirements for each use are provided in Table 9 below for further clarity:

Table 9 – Bethel Baptist Church Parking

Church Parking Summary			
Type	Code Requirement	Required	Provided
Required Off-Street Parking Spaces	1 per 5 seats in sanctuary	121 (606 seats)	121
Childcare Parking Requirement			
Employees	1 spot per employee	15	15
Children	1 spot per 10 children	200/10 = 20	20
Youth Worship	1 spot per 100 sq. ft.	1,174 sq. ft./100 = 11.74	12
Parking Summary Total			
Use	**Required**		**Provided**
Church Parking	121		160
Childcare Parking	47 (including 22 for childcare drop off)		47
Total Spaces	168		207

This calculation is consistent with how parking demand is evaluated for religious facilities throughout the City. As detailed in Table 8, and Table 9, there is little overlap between the daycare operations, and the church operations; namely, drop-off for the daycare will occur between 7:00 AM – 8:00 AM Monday through Friday while those who work in the church administration will arrive at 9:00 AM. Furthermore, the busiest times for operation of the church are Sundays due to service which does not conflict with the daycare operations.

Based on the operational characteristics of the church and daycare, and the amount of provided parking, there is sufficient off-street parking to accommodate both uses on the site, and given the site design, it is unlikely that drop offs will negatively affect the driveway entrances.

11. Building Design:

    h. Building Height, Mass, and Scale:

The height of the building is approximately 29'-11", while the tower feature is approximately 42'-5". The proposed zoning of R-5-30 does allow for structures up to 75'-0," therefore the proposed building height is consistent with the requirements of the proposed zone. The newly constructed sanctuary will be approximately 186'-0" away from the easterly property line, and 340'-9" from the southerly property line therefore reducing the overall mass and scale for the adjacent properties. Additionally, the tallest feature is oriented away from the surrounding properties, and will face Brotherton Road. The increased setback, orientation of the newly constructed buildings, and overall landscaping design serve as visual buffers to surrounding properties, and would not be out of scale with the community.

i. Building Materials:

The new sanctuary hall will consist of the following building materials: stucco, wood-like ceramic tile, metal panels, and stone. The use of the varying materials is consistent with Article 64 (Design Review) standards in that the exterior is limited to only three to four materials, and is intended to replicate natural materials. The color scheme also includes soft and subtle hues such as brownish and gray colors.

ADJUSTMENT PLAT

In order to facilitate the development of the Alexan on the existing westerly parcel (APN: 236-333-41-00), an Adjustment Plat has been requested to adjust the boundaries of the existing parcels. Pursuant to Chapter 32 (Subdivisions), of the Escondido Municipal Code, an Adjustment Plat allows for adjustment of existing legal parcels as long as no new lots are created. The resulting parcels (see Exhibit "F" to Resolution No. 2026-08) would meet the minimum lot size standards under the proposed Zone Map Amendment. Prior to issuance of a building permit, the Applicant will be responsible for recording the Adjustment Plat to reflect the new locations of the property lines.

FISCAL ANALYSIS

The Applicant will be responsible for payment of Development Impact Fees to at the time of building permit issuance. The payment of the Development Impact Fees is intended to defray the cost of capital improvements related to the development project.

ENVIRONMENTIAL ANALYSIS

A Notice of Preparation (NOP) was issued for the Project on September 21, 2023 in compliance with section 15082 of the California Environmental Quality Act (CEQA) guidelines. A virtual public scoping meeting was conducted on October 11, 2023 for the project and members of the public participated in the meeting. Staff received responses from two responsible/trustee agencies (California Department of Transportation and Native American Heritage Commission) during the public NOP review process.

A draft Environmental Impact Report (State Clearing House Number #2023090610) was circulated for 45-day public review period from January 22, 2026 to March 9, 2026. Comments letters/emails were received during and after this review period from various state and local agencies and members of the public. Responses to all correspondence received have been incorporated into the Final Environmental Impact Report ("FEIR"). Mitigation measures required under CEQA were developed to reduce the potential for adverse impacts with respect to biology, cultural resources, hazards and hazardous materials, noise, transportation, and tribal cultural resources. A Final EIR has been prepared for the Project that includes project comments and response to comments,

mitigation measures, errata section noting any corrections/modifications to the final environmental document, along with CEQA findings.

The Draft and Final EIR, technical appendices, response to comments and CEQA findings can be viewed at the following link: Alexan Escondido and Bethel Baptist Church Project | Escondido, CA

As part of the environmental review process, Planning staff issued consultation invitations to a list of tribal groups maintained by the California Native American Heritage Commission, as required by state law (SB18 for all projects involving an amendment to the General Plan. Additionally, staff issued separate consultation invitations to a small subset of tribal groups, as required by another state law (AB52) for all projects subject to the California Environmental Quality Act. A total of 3 tribal groups (Rincon Band of Luiseno Indians, San Luis Rey Band of and San Pasqual) requested formal consultation pursuant to SB18 and/or AB52. Consultation activities with these 3 tribal groups took the form of virtual meetings, emails/letters and phone calls with City staff. During consultation activities, tribal representatives were given the opportunity to review the project plans, technical studies and ask questions, and discuss mitigation measures to address potential impacts to historic, cultural and tribal cultural resources. Their recommendations regarding the inclusion of mitigation measures to address inadvertent discoveries of tribal cultural resources during grading/construction operations have been incorporate into the final EIR and Mitigation Monitoring and Reporting Program (MMRP) to include Native American monitor(s) during ground-disturbing activities.

PUBLIC NOTICE/INPUT

Pursuant to Section 33-1300 of Division 6 (Public Hearings, Notices, Fees, and Appeals) in Article 61 (Administration and Enforcement) of the Escondido Zoning Code, public notice was provided through the following methods:

Times-Advocate: The Notice of Public Hearing was published in the Times-Advocate on July 16, 2026.

Mailings: The Notice of Public Hearing was mailed out to approximately 66 property owners within a 500-foot radius of the subject property with prepaid postage on July 15, 2026.

On-site posting: The Applicant posted a Notice of Public Hearing on July 22, 2026.

In addition to the Notice of Public Hearing required by the Escondido Zoning Code, advance notice of the Project was also provided in compliance with the CEQA as detailed in the “Environmental Analysis” section of the staff report.

To date, there has been a large amount of public correspondence received regarding the Project. The Final EIR includes a record of all comments receive during the circulation period of the DEIR; in addition to the City’s response to comments. A summary of the topics is provided below:

1. Traffic Congestion

A number of comments received during the public review raised concerns regarding traffic congestion within the Project area. A project-specific transportation study was completed that included a Local Mobility Analysis (LMA) for compliance with the City’s 2012 General Plan policies related to Level of Service (LOS), and a Vehicle Miles Traveled (VMT) analysis for analysis of environmental impacts under CEQA. The majority of comments were

related to traffic congestion which is not considered a significant impact on the environment pursuant to CEQA; however, residents and community members are concerned about conditions in their neighborhood. As detailed in the Local Mobility Analysis (see Appendix J to the EIR), four intersection and one street segment would exceed the General Plan standards for roadway operations of LOS D or better:

- Citracado Parkway/Felicita Road
- Citracado Parkway/I-15 Northbound Ramps
- Gamble Lane/I-15 Southbound Off-Ramp
- Citracado Parkway/Miller Avenue
- Felicita Road between Project Driveway #2 and Citracado Parkway

The Project has been conditioned to make physical improvements or a fair-share contribution to improve the efficiency of traffic flow and operations at the four intersections, and one street segment identified above. These design features provide compliance with the City's General Plan as it pertains to the Quality-of-Life standards. It is important to note that these are **not** mitigation measures since automobile delay (i.e. LOS) is not considered an impact on the environment.

In addition to concerns related to traffic congestion, a number of public comments raised concerns regarding the lack of sidewalks in the area. As detailed in the draft conditions of approval for the Alexan (see Exhibit K to Resolution No. 2026-08), the Applicant will construct sidewalk and pedestrian improvements near Miller Elementary school and the Project, including but not limited to: installation of high visibility crosswalks, construction of new sidewalks, and pedestrian ramps. These improvements are in addition to the improvements outlined in Exhibit K.

2. Community Character

A number of comments received during the public review of the DEIR expressed concerns regarding neighborhood combability, building scale, and community character. As it pertains to CEQA, CEQA requires an analysis of physical impacts on the environment, and generally excludes social and economic impacts, such as property values or neighborhood characteristics; however, CEQA does require an assessment of potential aesthetic impacts related to visual character. As detailed throughout this staff report, the Project would be consistent with applicable policies governing scenic equality, and the Escondido Municipal Code. While the proposed residential development would be at a greater scale compared to existing residential development, the mass and scale of the proposed buildings would not be out of character, or inconsistent with the urban form and characteristics of the U5 land use designation as described in the 2012 General Plan. Furthermore, as envisioned in the 2012 General Plan, this area of the City was identified for large scale office buildings ranging from 1 to 3 stories, and encompassing buildings up to 1,291,995 sq. ft on the Property.

3. Hydrology and Drainage

A number of comments were received regarding flooding on the project site and in the project vicinity. Hydrology studies and a stormwater quality management plan were prepared for both components of the Project. Site runoff from the residential development and church development would be directed to stormwater basins within each respective development area. Furthermore, the Project would be subject to the National Pollutant Discharge Elimination System (NPDES) and City requirements related to stormwater treatment and drainage, and would provide stormwater capture and treatment system on-site.

CITY of ESCONDIDO

STAFF REPORT

As of the date of publication, City staff have received public comments which are attached to the staff report (Attachment 8 – Public Comments).

CONCLUSION AND RECOMMENDATION

As detailed throughout this staff report, the Project includes several entitlements that are requested to facilitate development of the Alexan Residential Development and the Bethel Baptist Church Conditional Use Permit Modification and Redevelopment. The Project would revitalize an approximately 14.83-acre site by redeveloping it with uses that comply with several General Policies; specifically, the development would assist the City in achieving its Regional Housing Needs Allocation (RHNA) through the provision of 245 above-market rate units and 13 very-low-income units. Furthermore, as analyzed in the Draft Environmental Impact Report, environmental impacts caused by the Project can be reduced to a less than significant impact with mitigation incorporated, and would be less than impacts caused by a development consistent with the existing General Plan land use designation.

Based on the analysis provide in this staff report, and the findings detailed in Exhibit "J" of Resolution No. 2026-08, City staff recommends that the Planning Commission adopt Resolution No. 2026-08 recommending that the City Council certify the Final Environmental Impact Report, and approving the Project.

Motion as recommended by City staff: "*I move to adopt Resolution No. 2026-08"*

ATTACHMENTS

1. General Plan Amendment Authorization City Council Staff Report, dated May 24, 2026.
2. Aerial, General Plan and Zoning
3. Alexan Site Plan
4. Bethel Baptist Church Site Plan
5. Density Bonus Request
6. 2012 General Plan Consistency Analysis – The Alexan and Bethel Baptist Church
7. Statement of Operations – Bethel Baptist Church
8. Public Correspondences
9. ~~Draft Planning Commission Resolution No. 2026, including Exhibits "A" – "L"~~
    a. ~~Exhibit "A" – Legal Description~~
    b. ~~Exhibit "B" – The Alexan Complete Plan Set~~
    c. ~~Exhibit "C" – Bethel Baptist Church Complete Plan Set~~
    d. ~~Exhibit "D" – General Plan Map Amendment~~

CITY of ESCONDIDO

STAFF REPORT

e. Exhibit "E" – Zone Map Amendment

f. Exhibit "F" – Adjustment Plat

g. Exhibit "G" – Final Environmental Impact Report

h. Exhibit "H" – California Environmental Quality Act Findings of Fact

i. Exhibit "I" – Mitigation Monitoring and Reporting Program

j. Exhibit "J" – Finding of Fact/Factors to Be Considered

k. Exhibit "K" – The Alexan Conditions of Approval

l. Exhibit "L" – The Bethel Baptist Church Conditions of Approval

STAFF REPORT

May 24, 2023
File Number 0830-20

SUBJECT

REQUEST FOR AUTHORIZATION TO PROCESS A GENERAL PLAN AMENDMENT FOR A PLANNED OFFICE DESIGNATED PROPERTY ADDRESSED AT 855 BROTHERTON ROAD (PL23-0160)

DEPARTMENT

Development Services Department, Planning Division

STAFF RECOMMENDATION

Request that the City Council authorize City staff to accept and process an application for an amendment to the General Plan land-use designation from Planned Office (PO) to Urban V (U5) with a density of up to 30 dwelling units per acre (du/ac).

Staff Recommendation: Authorize the initiation of a General Plan Amendment (Development Services Department: Andrew Firestine, Director of Development Services)

Presenter: Jay Paul, Senior Planner

PROJECT DESCRIPTION

The Development Services Department received a request from Trammell Crow ("Applicant") to initiate a General Plan Amendment of the subject property from Planned Office (PO) to Urban V (U5). This proposed General Plan Amendment would facilitate the development of a multi-family residential project and density bonus for affordable units with an overall density of approximately 34 du/ac and potential yield of up to 270 units. The proposed project would also include demolition of an existing religious facility on the subject property, but would retain existing school buildings.

The City Council is being asked to determine whether or not to authorize an application to amend the General Plan land-use designation for the subject parcel. Authorizing this request does not have a legally binding effect on any possible future discretionary action. This direction does not reflect whether the City Council would ultimately approve the request or the proposed project. The City Council's formal action on the General Plan Amendment and project would be taken in the future at a public hearing with a recommendation from the Planning Commission.

CITY of ESCONDIDO

STAFF REPORT

LOCATION

The 14.5-acre parcel is located on the southeast corner of Felicita Avenue and Brotherton Road, addressed at 855 Brotherton Road (Assessor Parcel Numbers 236-333-41-00 and 236-333-53-00) and is depicted in Attachment "1" to this staff report.

FISCAL ANALYSIS

Authorization to process this General Plan Amendment would have no direct fiscal impact. The privately initiated request, if and when submitted, would be processed using existing staff resources with costs to be paid by the project applicant. Future redevelopment of the property would require on- and off-site improvements to conform to current design standards. The applicant would be responsible for constructing these improvements. As part of the overall decision-making process to move forward with a proposed development project, it is important to evaluate the contributions and demands that development will place upon a public agency's general fund and the city or county's ability to provide ongoing public services. To avoid the need for a city or county to subsidize new development, cities and counties can establish or require special funding mechanisms to ensure that new development pays for itself. At the time of this writing, an applicant is required to fully offset potential impacts to the General Fund created by their project. This can be accomplished through either formation of a Community Facilities District ("CFD"), annexation into CFD No. 2020-01, or establishment of another lawful funding mechanism reasonably acceptable to the City ("Public Services Funding Agreement"). It should be noted, however, that the City Council has directed staff to look at the current policy and bring back recommendations that may modify this requirement. Based on the current project description/density, the applicable CFD requirement is $840.25 per unit or $226,867.50 per year for a 270-unit multi-family development.

BACKGROUND AND ANALYSIS

In accordance with section 33-1261 of the Zoning Code, a property owner may petition for an amendment to the General Plan by filing a formal request/letter with the Planning Division and the planning staff schedules a review of the request at a City Council meeting. The City Council considers the request and determines whether to allow formal application for processing. If the request is authorized for processing, the interested parties will be advised to submit the required application(s) with the City's Planning Division, which will include initial environmental documentation, submittal of all fees/deposits, and project plans, etc. The proposed amendment to the General Plan and associated project will required consideration by the Planning Commission and City Council at noticed public hearings.

A letter of intent was submitted to be considered to initiate the amendment to the General Plan, and the letter provides additional information on the intent of the application (Attachment 2). Planning staff has met with the applicant to discuss some preliminary issues related to the feasibility of the request, possible environmental and design concerns, and the procedures to be followed through the process. It is

anticipated the application will include requests for a General Plan Amendment; a Zone Change from R-E-20 to R-5-30 (Multi-Family Residential, up to 30 du/ac); a Major Plot Plan, inclusive of a Density Bonus; an Adjustment Plat; and a Conditional Use Permit modification. (The modification to the Conditional Use Permit would address alterations to the existing religious facility/school to accommodate the proposed project.) The applicant will also be seeking certain concessions/incentives and other reductions in code requirements (e.g., parking, open space, building height/stories, landscaping, etc.) as permitted through the Density Bonus process. Details of the proposed project will be analyzed by city staff once a formal application is submitted. It is possible the initial project description may require changes as a result of issues identified during review of the project. Any changes will be reviewed to ensure they meet the strategic goals identified in the General Plan.

The current General Plan designation for the project site is Planned Office and is within the Felicita Corporate Office Target Area as shown in Attachment 3. The underlying zoning designation is Residential Estate 2 (RE-20) which is a single-family residential/estate designation. As such, the zoning designation for the project is currently inconsistent with the General Plan land use designation. While an amendment to the General Plan land use designation would change an office use to a residential use, the associated change in zoning would represent a significant increase in density compared to the current zoning and historic use of properties in the immediate vicinity. The subject site is currently developed with a religious facility, classroom buildings, associated parking and grass fields. The surrounding neighborhood generally consists of single-family/estate residential development, along with Miller Elementary School to the northeast and a residential-care facility further to the north. Interstate 15 and the Felicita Road on- and off-ramps are located to the south. Development to the south of the subject site include a mix of open fields, limited agriculture, single-family residential. Rady Children's Medical Office facility, Acacia Animal Hospital and New Life Presbyterian Church are located further to the southeast.

In accordance with State law, each General Plan Element may not be amended more than four times in a calendar year. One amendment to the Housing Element and one amendment to the Land Use Element (for the North Iris Project) have been approved thus far in 2023. The East Valley Specific Plan, which would include an amendment to the Land Use Element of the General Plan, is anticipated to be considered by the Planning Commission and City Council this summer, and would constitute a second amendment to that element. Additionally, in April of this year, the City Council authorized staff to process another amendment to the Land Use Element (for a property located at 240 S. Hickory Street) which, if approved this calendar year, would be the third amendment to that element. While it may seem that this proposal would constitute the fourth amendment to the Land Use Element, it should be noted that both the third and fourth requests (240 S. Hickory Street, and the subject project, respectively) have only been to initiate amendments, and do not constitute approval of an amendment. If another request to authorize an amendment to the Land Use Element is made this calendar year, and all requests were subsequently brought forward for consideration before the end of 2023, the requested amendments could be bundled into a single amendment. (At this time, staff has not received any other requests for authorization to process an amendment to the Land Use Element.)

CITY of ESCONDIDO

STAFF REPORT

ENVIRONMENTAL REVIEW

The request to initiate a General Plan Amendment is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15262, Feasibility and Planning Studies, which states that "*A Project involving only feasibility or planning studies for possible future actions which the agency, board, or commission has not approved, adopted, or funded does not require the preparation of an EIR of Negative Declaration*." Because the request involves only the consideration of whether to process an application for an amendment of the General Plan, and not the amendment itself, action taken by the City Council on this item provides only general direction and does not have a legally binding effect on any possible future discretionary action.

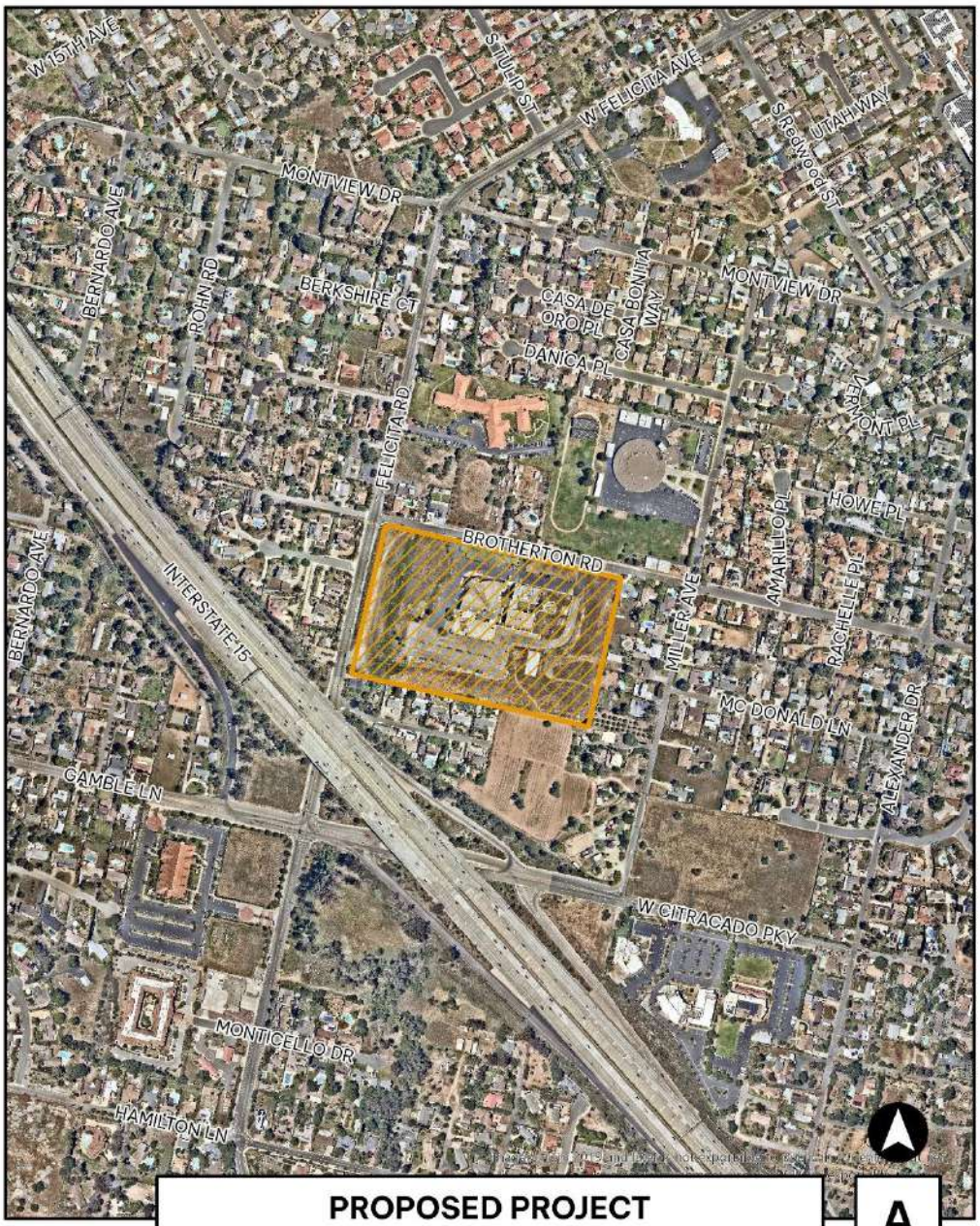
In accordance with CEQA, all Project requests are required to have an environmental assessment to determine potential environmental impact, if any. The proposed project, if submitted, will be subject to environmental assessment to determine potential environmental impacts in accordance with CEQA at that time.

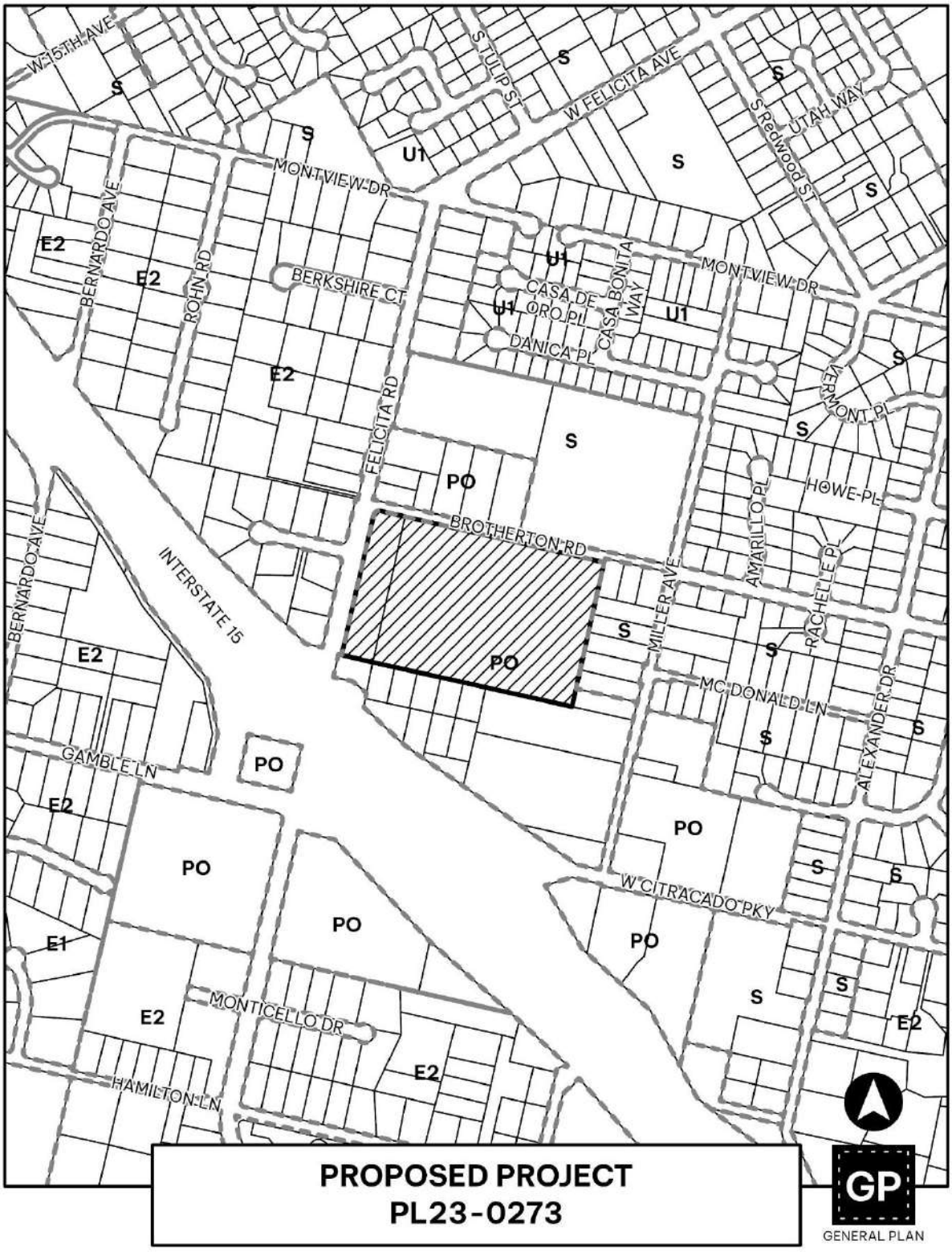
ATTACHMENTS

1. Attachment "1" – Location Map/Aerial
2. Attachment "2" – Request and Project Summary Letter
3. Attachment "3" – General Plan Designation Map

Attachment 2

Aerial, General Plan, and Zoning

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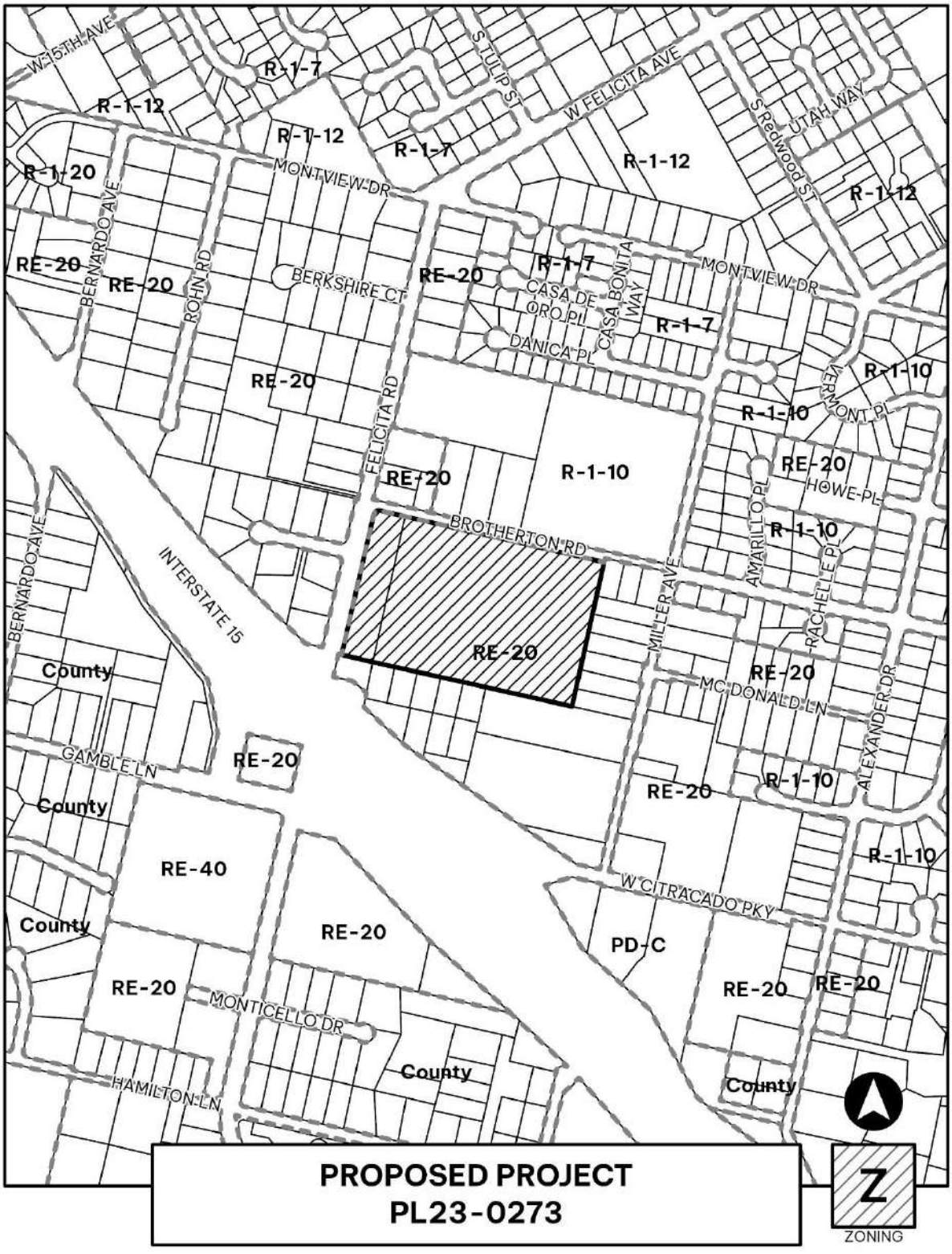
W FELICITA AVE
S Redwood ST
UTAH WAY
MONTVIEW DR
BERNARDO AVE
ROHN RD
BERKSHIRE CT
CASA DE ORO PL
CASA BONITA WAY
DANICA PL
VERMONT PL
FELICITA RD
HOWE PL
BROTHERTON RD
AMARILLO PL
RACHELLE PL
MILLER AVE
INTERSTATE 15
MC DONALD LN
ALEXANDER DR
GAMBLE LN
W CITRACADO PKY
MONTICELLO DR
HAMILTON LN
S
U1
E2
E1
PO
PROPOSED PROJECT
PL23-0273
GP
GENERAL PLAN


W 15TH AVE
R-1-7
R-1-12
S LUPIN ST
W FELICITA AVE
S Redwood ST
UTAH WAY
R-1-12
R-1-12
R-1-7
R-1-12
R-1-20
MONTVIEW DR
BERNARDO AVE
RE-20
RE-20
ROHN RD
BERKSHIRE CT
RE-20
R-1-7
CASA DE ORO PL
CASA BONITA WAY
MONTVIEW DR
R-1-7
DANICA PL
R-1-10
VERMONT PL
RE-20
R-1-10
R-1-10
FELICITA RD
RE-20
R-1-10
RE-20
HOWE PL
BROTHERTON RD
R-1-10
AMARILLO PL
BERNARDO AVE
INTERSTATE 15
RACHELLE PL
MILLER AVE
RE-20
County
RE-20
MCDONALD LN
ALEXANDER DR
GAMBLE LN
RE-20
R-1-10
County
RE-20
R-1-10
RE-40
W CITRACADO PKY
County
RE-20
PD-C
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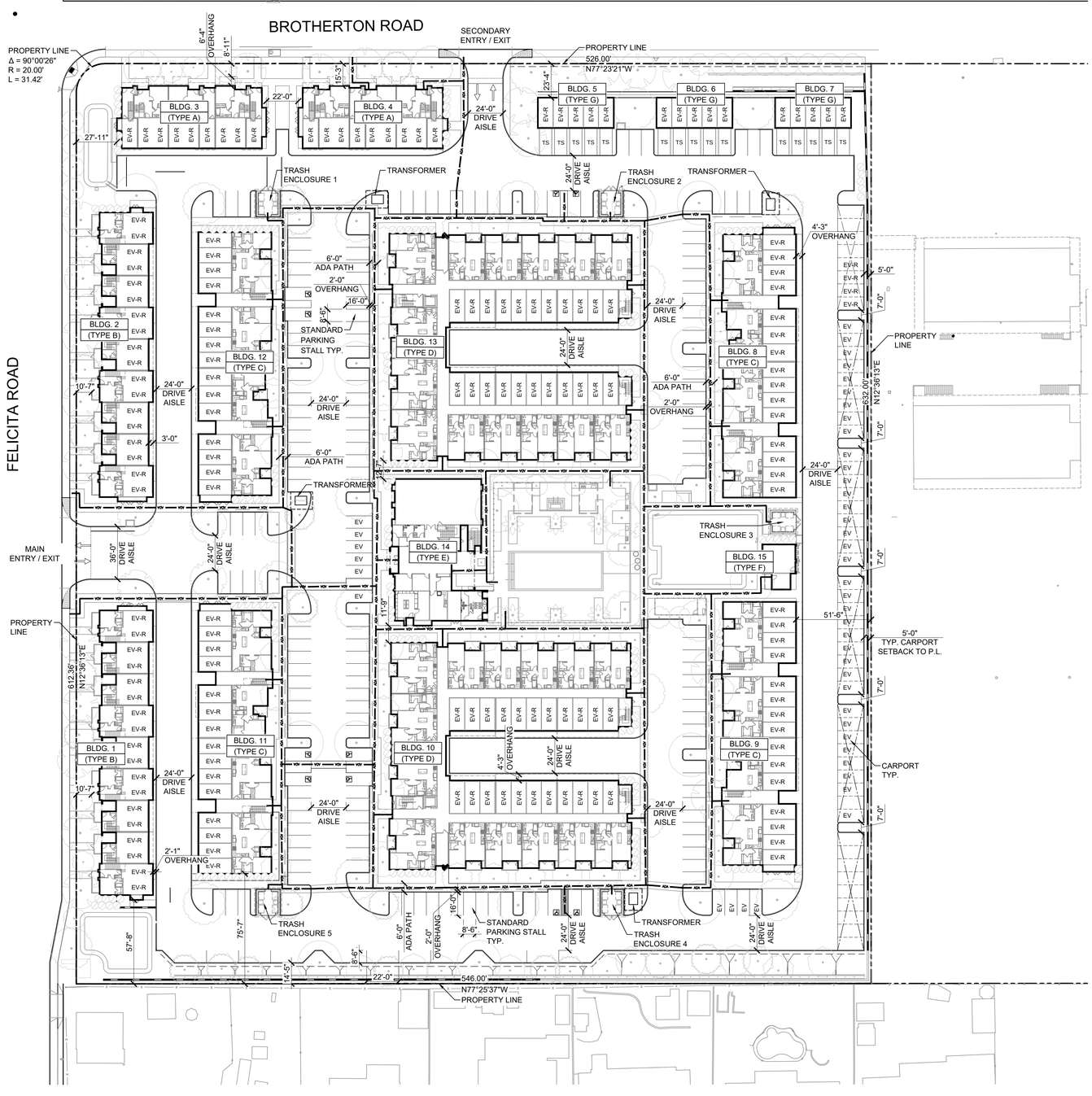
PROPOSED PROJECT
PL23-0273
Z
ZONING

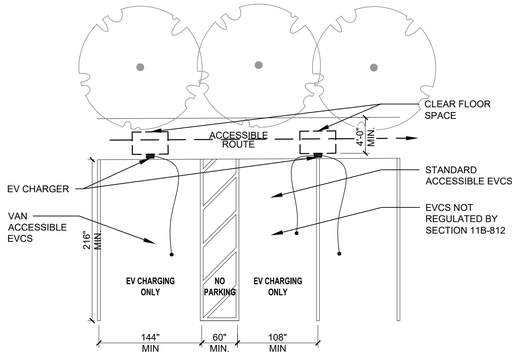


LEGEND

— - — - —	PROPERTY LINE
▬ ▪ ▬ ▪ ▬	ADA PATH OF TRAVEL
EV-R	EV READY STALLS
EV	EV CHARGER STALLS

NOTE :

1. EXISTING OVER HEAD UTILITIES AND POLES TO BE UNDERGROUNDED, REFER TO CIVIL DRAWINGS.
2. ADA PATHWAY WIDTH TYPICALLY 5'-0" TO 6'-0", MINIMUM WIDTH 4'-0".



TYP. EV. PARKING STATION 2

0 20' 40' 80'
SCALE: 1" = 40-0"

SITE PLAN 1

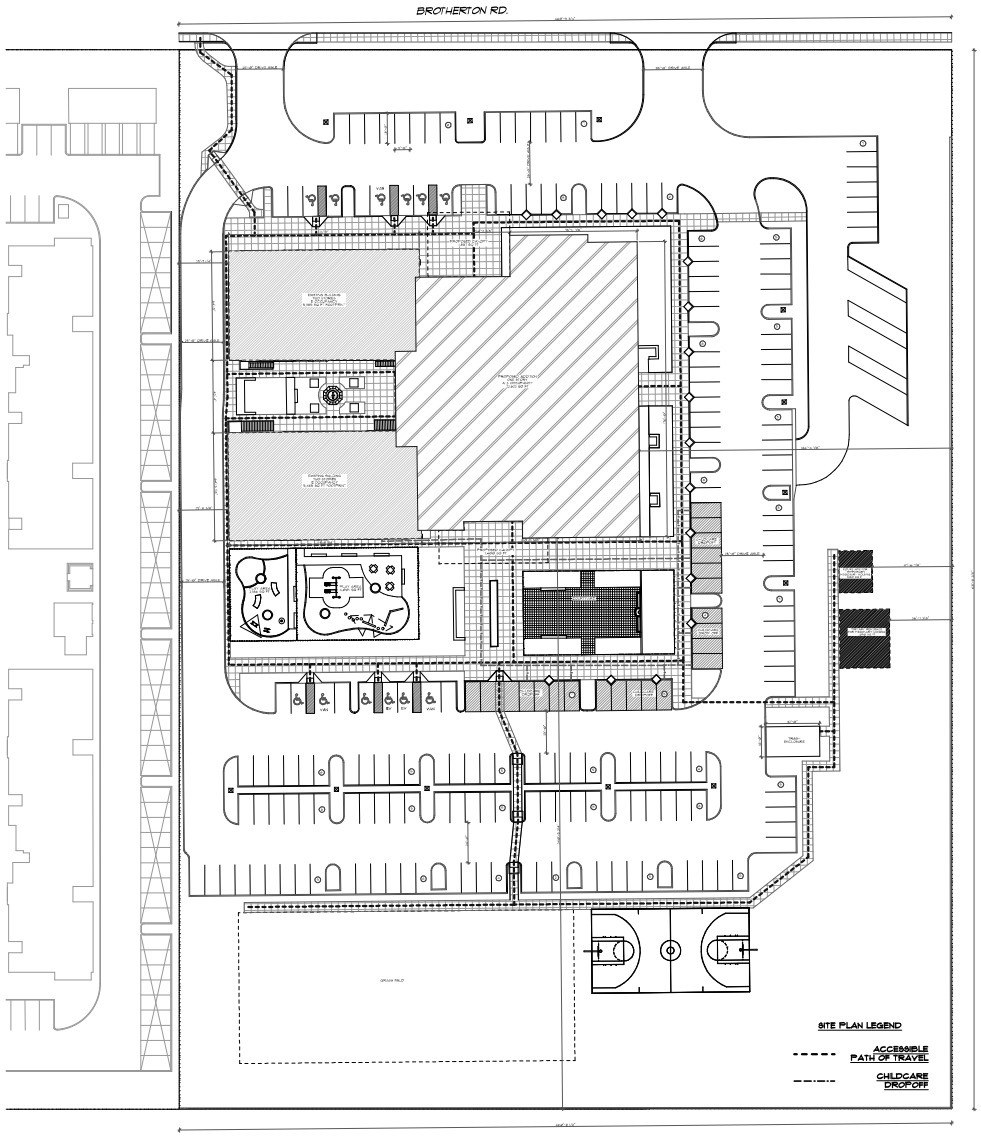
adc architecture design collaborative
23231 SOUTH POINTE DR.
LAGUNA HILLS, CA 92653
949.267.1660
CHRIS WEIMHOLT

TCR Trammell Crow Residential
TRAMMELL CROW RESIDENTIAL
5790 FLEET STREET, SUITE 140
CARLSBAD, CA 92008
760.444.5205

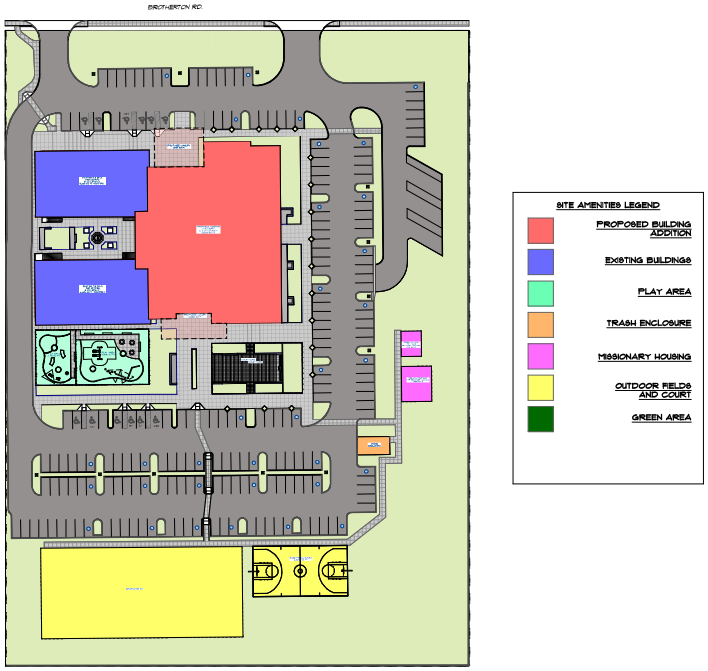
22049 # **ALEXAN ESCONDIDO**
ESCONDIDO, CA

1ST SUBMITTAL	07/20/2023
2ND SUBMITTAL	12/12/2023
3RD SUBMITTAL	04/19/2024
4TH SUBMITTAL	02/13/2025
5TH SUBMITTAL	05/27/2025

A1.0
SITE PLAN



1 SITE PLAN
SCALE: 1" = 30'



2 AMENITIES PLAN

BGW ARCHITECT
Innovative design. Stewardship driven.

REV	DATE	DESCRIPTION
0	9/30/25	PLANNING SUBMITTAL
	10/17/25	PLANNING RESUBMITTAL 1
	01/16/26	PLANNING RESUBMITTAL 2

PROJECT:
BETHEL BAPTIST CHURCH
NEW BUILDING ADDITION
895 BROTHERTON RD.
ESCONDIDO, CA 92025

BGW ARCHITECTS | 1231 GRAND AVE., STE. 202 | SAN MARCOS, CA 92078 | TEL: 760.510.1313 | WWW.BGWARCHITECT.COM

SEAL:

SHEET TITLE:
ARCHITECTURAL SITE PLAN

ORIGINAL ISSUE: PRELIMINARY

PROJECT NO.: 2025-19

SHEET NUMBER:
A001

CITY OF ESCONDIDO
Planning Division
Density Bonus Request

Pursuant to Escondido Municipal Code Sections 33-1412 and 33-1413, the applicant for a density bonus project shall submit a written proposal for the project including the information provided below.

A. General Information

PROJECT NO(S).:	**PL23-0273**
ADDRESS:	**Corner of Felicita Road and Brotherton Road**
APN(S):	**236-333-41 & 236-333-53**

PROJECT NARRATIVE (Attach additional sheet if necessary)	THE PROPOSED PROJECT CONSISTS OF 258 UNITS UTILIZING A COMBINATION OF 3 STORY TOWNHOMES, AND 3- AND 4-STORY ON GRADE WITH TUCK UNDER GARAGES. THERE IS A MIX OF UNITS RANGING FROM 1-BEDROOM TO 3-BEDROOMS. THERE IS A TOTAL OF 4 DIFFERENT RESIDENTIAL BUILDINGS AND A 2-STORY LEASING/AMENITY BUILDING.
SITE HISTORY (e.g., past entitlements, actions, CEQA review, existing development, site characteristics):	Existing improvements include a church and surface parking lot
GENERAL PLAN DESIGNATION:	Planned Office
BASE DENSITY CALCULATION & ALLOWANCE:	7.92 acres x 30 du/ac proposed density = 238 units

THE PROJECT INCLUDES A CHILD CARE FACILITY (check box) Yes ☒ No ☐

B. Existing Conditions

TOTAL NO. OF:	0
Existing units on site:	
Existing units proposed for removal:	IF UNITS ARE PROPOSED FOR REMOVAL FILL OUT **SECTION E.**

C. Proposed Density Bonus Request

TOTAL UNITS PROPOSED:	258
NO. AFFORDABLE UNITS & (AFFORDABILITY LEVELS):	13 units at Very Low Income level
PERCENTAGE OF AFFORDABLE UNITS:	5%
DENSITY INCREASE PERMITTED (%):	20%
DENSITY BONUS UNITS ALLOWED:	47

TOTAL LOTS PROPOSED:	1
TOTAL NO. OF:	
Studio Units	0
1-Bedroom Units	112
2-Bedroom Units	122
3-Bedroom Units	24
4-Bedroom Units	0

D. Incentives/Concessions[1] and Waivers[2]

NO. OF INCENTIVES/ CONCESSIONS PERMITTED:	1	NO. OF WAIVERS REQUESTED:	3
NO. INCENTIVES/ CONCESSIONS REQUESTED:	1		

Provide all proposed Incentives/Concessions and/or any Waivers requested in **Table 1** as a part of the Density Bonus Request. Requests should be clear and definitive in identifying the requested standard, code, or regulation waiving/modification.

Note: A proposed project must not have a specific, adverse impact upon health, safety, or the physical environment and no adverse impacts to any real property that is listed in the California Register of Historical Resources. Additional information may be required, as needed.

Table 1 – Requests

Incentives/Concessions			
Incentive / Concession	**Development Standard (citation)**	**Proposed**	**Justification**
Projections into setbacks	***FRONT/REAR SETBACK - 4FT MAX. PROJECTION SIDE SETBACK - 2FT MAX. PROJECTION (Ch. 33-104.c)***	***6'-1" PROJECTION INTO FRONT SETBACK***	***The requested setback projection concession would enable an extended building footprint, allowing for the addition of 12 townhome units. This increase is essential to achieving the minimum density required to support the project's financial feasibility.***
Waivers			
Waiver	**Development Standard (citation)**	**Proposed**	**Justification**
Open Space	200 S.F. / UNIT + 200 S.F. FOR EVERY ADDITIONAL BEDROOM 1BEDROOM (200 S.F.) = 22,400 S.F. 2BEDROOM (400 S.F.) = 48,800 S.F. 3BEDROOM (600 S.F.) = 14,400 S.F.	74,801 S.F.	*The project, as currently designed with 258 units, incorporates the maximum feasible amount of functional and usable open space within the site constraints. Requiring additional open space would necessitate a reduction in unit count, undermining the project's ability to meet its intended density and overall viability.*

* Per EMC If any residential units are proposed for demolition, additional verification information will be required to ensure compliance with replacement requirements pursuant to state law.

[1] Per EMC 33-1411 – an incentive/concession is an item(s) that would result in identifiable, financially sufficient, and actual costs reductions that contribute to the economic feasibility of the project.

[2] Per Gov. Code §65915(e)(1) and §65915(e)(2) – a waiver is a reduction or modification of any development standard (Gov. Code §65915(o)(1)) when those requirements potentially make the construction of the project physically infeasible, if not approved. An example of sufficient documentation is a written explanation of the requested waiver(s) and a waiver exhibit showing the developable envelope remaining once all development standards are

	TOTAL REQUIRED = 85,600 S.F. (Ch. 33-108.b)		
Storage	80 CU.FT. / UNIT (TOTAL 258 UNITS) = 20,640 CU.FT (Ch. 33-108.c)	16,256 CU. FT.	All apartment units include designated private storage areas, while the townhome units are designed without additional external storage. Adding external storage for townhomes would increase construction costs and impact project feasibility.
FAR	0.9 (Ch. 33-107)	323,775 Floor Area / 345,083 Site Area = 0.94 FAR	Granting the FAR waiver would increase project density, enabling an additional +13,000 square feet of net rentable area.
Notes:			

E. Existing unit information

- Restricted Affordable Lower Income Units: Indicate the number of units by bedroom size existing on the site in the **past five years** that were at any time subject to a recorded covenant, ordinance, or law that restricted rents or prices to be affordable to lower or very low-income households.

N/A

- Units Subject to Rent Control or Price Control: Indicate the number of units by bedroom size on the site that in the **past five years** have been subject to rent control (through either state law, a local rent control ordinance, or an inclusionary (BMR) ordinance) or price control (through an inclusionary (BMR) ordinance).

N/A

- Incomes of Existing Tenant Households: Provide documentation of the names, property address, and current incomes of any households now occupying units on the site, by bedroom size of units. If current incomes are unknown, please indicate.

N/A

- If Any Units Are Still Occupied, Incomes of Households Formerly Occupying Vacant Units: For any vacant units, provide documentation of the income of the last household occupying the unit, by bedroom size. If that household's income is unknown, please indicate.

N/A

- No Units Occupied; All Units Vacant or Demolished; Incomes of Former Tenants: If all units that existed on the site in the last five years are currently vacant or have been demolished, please indicate the maximum number of units, by bedroom size, that existed on the site in the past five years and the income of each household occupying a unit at the time when the maximum number of units existed on the site. If the income of those households is unknown, please indicate.

N/A

Attachment 6

Attachment 6 – General Plan Consistency Analysis – the Alexan and Bethel Baptist Church Project

Policy Number	Policy Text	Consistency Analysis
Chapter II	***Land Use and Community Form Element***	
Community Character Policy 1.6	Residential Categories are established for purposes of providing the City with a range of building intensities to address various site constraints and opportunities. Proposed development shall not exceed the densities shown on the Land Use Plan and outlined in Figure II-6.	**Consistent**. The applicant proposes a density of 32.6 du/ac where 30 du/ac is typically allowed based on the provision of affordable housing in accordance with the State Density Bonus Law. The project would provide a high-density housing development on a site along a major roadway and close to the I-15 freeway, improving the range of residential building intensities in the City.
Community Character Policy 1.8	Require development projects to locate and design buildings, construct energy and water efficient infrastructure, reduce GHG emissions, enhance community livability and economic vitality, and implement other practices contributing to sustainable resources.	**Consistent**. Both the residential and church development portions of the project would be constructed in accordance with current building codes requiring water-efficient appliances and landscaping and would meet Title 24 regulations related to energy efficiency. The project would also comply with the applicable CAP measures to reduce GHG emissions and would provide resident amenities enhancing the livability of the site.
Community Character Policy 1.10	Reduce light pollution and preserve views of the night sky through the design and siting of light fixtures to minimize light spill-over onto adjacent properties.	**Consistent**. Consistent with Article 35 of the zoning ordinance (Chapter 33 of the Escondido Municipal Code), all exterior lighting fixtures, with the exception of streetlamps, would be aimed or shielded so that nighttime lighting is reduced at adjacent properties.
Community Character Policy 1.11	Encourage new development to minimize the creation of incompatible glare through development design features (e.g., minimizing use of certain types of exterior building materials).	**Consistent**. The residential site building materials would include plaster exterior walls with stone and wood accents and terra cotta tile roofs, which are not sources of glare. Glass, which can be a source of glare, would be limited to windows typical of residential construction. The church site would include earth-toned stucco, gray metal paneling, wood-colored ceramic tile walls, stone steeple and entry columns, and dark bronze aluminum window frames. None of these materials would produce significant glare.

Policy Number	Policy Text	Consistency Analysis
Residential Development Policy 3.4	Require that properties in Urban III, IV, and V residential designations be developed at a minimum 70 percent of their permitted densities in order to promote transit ridership and walking, support nearby commercial establishments and take advantage of infrastructure improvements sized to accommodate their intended intensities.	**Consistent**. The applicant proposes a General Plan Amendment to change the land use designation of the site to Urban V. The Urban V land use designation allows a residential density of up to 30 du/ac. Based on the 7.92-acre residential site, up to 238 dwelling units could be constructed, and 70 percent of the allowable density would be 166 dwelling units for the site. The applicant proposes 258 dwelling units on the residential site (utilizing a density bonus for the provision of affordable housing allowed by the State Density Bonus law to exceed the allowable density), which exceeds the minimum 70 percent per this policy. The project would also construct or contribute its fair share to infrastructure improvements required to accommodate the proposed density.
Neighborhood Maintenance & Preservation Policy 4.3	Integrate pedestrian-friendly features, promote walkability, and work with residents to enhance existing neighborhood character and aesthetics.	**Consistent**. The project would construct pedestrian features enhancing the neighborhood and promoting walkability. A sidewalk would be constructed on the east side of Felicita Road along the project frontage and curb ramps would be installed at the corners of the Felicita Road intersections with Brotherton Road and Palm Terrace.
Environmental Review Policy 18.2	Require environmental review and mitigation of impacts, if necessary, consistent with City, state, and federal requirements for development projects the Planning Area.	**Consistent**. This EIR analyzes the potential environmental impacts of the proposed project in accordance with applicable City, state, and federal laws and thresholds. Mitigation measures are proposed where feasible to reduce potentially significant impacts below a level of significance.
Environmental Review Policy 18.4	Require all development to conform to the General Plan, Facilities Plans, Areas Plans, and Quality of Life Standards.	**Consistent**. The project would pay applicable development fees that contribute to the City's ability to achieve the Quality of Life standards for public facilities and services. The project would implement the bicycle lanes on Felicita Road identified in the Bicycle Master Plan and would not inhibit implementation of other plans for public facilities. The project is not subject to an Area Plan and would conform to the General Plan with approval of a General Plan Amendment, as described further above.
Chapter III	***Mobility and Infrastructure***	
Complete Streets Policy 2.6	Ensure that the entire right-of-way is designed to accommodate appropriate modes of transportation.	**Consistent**. The project's improvements to widen Felicita Road, restripe the bicycle lane, and provide a sidewalk would accommodate vehicles, bicycles, and pedestrians. Along the project frontage, Brotherton Road would also accommodate these modes.

Policy Number	Policy Text	Consistency Analysis
Pedestrian Network Policy 3.4	Preserve and enhance pedestrian connectivity within existing neighborhoods via the Escondido Creek trail, sidewalks, and trails, and require a pedestrian network in new developments that provides efficient and well-designed connections to adjacent land uses, commercial districts, schools, and parks.	**Consistent**. The applicant proposes the installation of sidewalks where they currently do not exist along the project frontage on Felicita Road, which would provide additional pedestrian connectivity within the community.
Pedestrian Network Policy 3.5	Promote walking and improve the pedestrian experience by requiring pedestrian facilities along all classified streets designated on the Circulation Plan; implementing streetscape improvements along pedestrian routes that incorporate such elements as shade trees, street furniture, and lighting; orienting development toward the street; employing traffic calming measures; and enforcing vehicle speeds on both residential and arterial streets.	**Consistent**. The project would improve Felicita Road consistent with its ultimate designation in the General Plan Circulation Element and would provide a sidewalk along the project frontage from Brotherton Road to Palm Terrace. Trees would also be incorporated along the edges of the project site adjacent to sidewalks on both Felicita Road and Brotherton Road to improve the pedestrian experience.
TDM Policy 6.1	Develop and implement Transportation Demand Management (TDM) and complete street programs to reduce automobile travel demand that may include, but shall not be limited to preparing site-specific peak-hour traffic-management plans; promoting ride-sharing and carpooling for residents and non-residents through preferential parking; providing park-and-ride facilities adjacent to the regional transit system; and supporting transit subsidies.	**Consistent**. Development and implementation of TDM and complete street programs is the responsibility of the City. However, the project would incorporate features to reduce automobile travel demand in support of this policy. In accordance with mitigation measure TRA-1, the project would reduce VMT by providing pedestrian improvements at nearby intersections and along nearby streets.
Street Network Policy 7.1	Plan, design, and regulate roadways in accordance with the street classification in the Circulation Element Diagram.	**Consistent**. Felicita Road along the project frontage is designated as a Collector Street. In accordance with the General Plan standard for Collector Streets, an 84-foot-wide ROW can accommodate four lanes of travel with no parking. The applicant proposes widening the pavement within the Felicita Road ROW an additional 17 feet on the east side for a total paved width of 64 feet, which would achieve the ultimate buildout condition for Collector Streets identified in the General Plan. In addition, a 5.5-foot-wide sidewalk and curb and gutter would be constructed on the east side of the widened pavement that would extend to Palm Terrace. Bicycle lanes would be restriped within the ROW. No roadway designation for Brotherton Road at the project frontage is included in the General Plan Mobility and Infrastructure Element and no roadway expansion would be required to achieve the buildout condition of Brotherton Road.

Policy Number	Policy Text	Consistency Analysis
Street Network Policy 7.3	Strive to maintain LOS C or better throughout the City except for within the urban core. Establish LOS D as the threshold for determining significant impacts and appropriate mitigation. Due to physical design characteristics, implementation of pedestrian-oriented "smart growth" and Complete Streets design improvements, high density infill areas, environmental resource considerations, existing development, freeway interchange impacts, and incomplete system improvements, alternative levels of service may be appropriate for isolated areas as determined by the City.	**Consistent**. As discussed further in Section 4.11, *Transportation*, the project would implement transportation design features and compliance measures to improve roadway operations to meet LOS requirements. The project would construct the required improvements at the intersection of Brotherton Road/Miller Avenue and would contribute fair-share fees towards improvements at the intersections of Citracado Parkway/Felicita Road, Citracado Parkway/I-15 Northbound Ramps, and Gamble Land/I-15 Southbound Offramps.
Street Network Policy 7.7	Require new development projects to analyze local traffic impacts, and construct and implement the improvements required for that development.	**Consistent**. See response to Street Network Policy 7.3. The results of the project's traffic impact analysis are described further in Section 4.11, *Transportation*, and the project would construct or contribute fair-share fees for required improvements.
Street Network Policy 7.8	Require new development projects to analyze traffic impacts on the regional transportation system and pay a fair-share contribution to regional transportation improvements.	**Consistent**. No specific improvement requirements for regional transportation systems were identified in the project's traffic analysis, as discussed further in Section 4.11, *Transportation*. The project would pay the applicable regional traffic fee to fund ongoing improvements to regional transportation systems.
Water System Policy 12.5	Require new development to provide adequate water facilities and/or finance the costs of improvements necessary to serve the demands created by the development and/or anticipated growth determined by the City, as appropriate. Establish a system for the reimbursement of construction costs for backbone water system improvements in master planned development projects involving multiple phases and developers.	**Consistent**. The project would include construction of a series of water pipelines within the site and would connect to an existing eight-inch water main in Felicita Road and an existing six-inch water main in Brotherton Road. The project applicant would finance these connections and would be required to pay applicable connection fees that contribute to ongoing costs to improve the City's water system.
Water System Policy 12.12	Require new development to incorporate water conservation techniques into building and site design incorporating such elements as water efficient fixtures (e.g., low flow shower heads); drought-tolerant landscape, permeable hardscapes, and on-site stormwater capture and re-use facilities.	**Consistent**. The project would comply with current statewide building regulations related to water-efficient fixtures and would install landscape/irrigation consistent with the City's Water Efficient Landscape Regulations (Municipal Code Chapter 33, Article 62).

Policy Number	Policy Text	Consistency Analysis
Wastewater System Policy 13.5	Require new development to provide adequate wastewater facilities and finance the costs of improvements necessary to serve the additional demands created by the development and/or anticipated growth determined by the City, as appropriate. Establish a system for the reimbursement of construction costs for backbone wastewater system improvements in master planned development projects involving multiple phases and developers.	**Consistent**. The project would include construction of sewer pipelines within the site and points of connection to an existing 8-inch sewer main in Felicita Road and an existing 8-inch sewer main in Brotherton Road. The project applicant would finance these connections and would be required to pay applicable connection fees that contribute to ongoing costs to improve the City's water system.
Storm Drainage Policy 14.4	Require new development to create a mechanism to finance and fund ongoing maintenance of stormwater facilities.	**Consistent**. The project applicant would be responsible for financing ongoing maintenance of proposed stormwater infrastructure in accordance with the Stormwater Quality Management Plan (SWQMP) prepared for the project (Nasland Engineering 2023 and Nasland Engineering 2025a; Appendices M and N, respectively).
Storm Drainage Policy 14.5	Require new development to prepare drainage studies and improvement plans that demonstrate no net increase in stormwater runoff and compliance with adopted stormwater plans.	**Consistent**. According to the Hydrology Study prepared for the project (Nasland Engineering 2024 and Nasland Engineering 2025b; Appendices K and L, respectively), the project would reduce the flow rate and velocity of runoff from the site via the proposed on-site BMPs and pipes to route off-site flows to existing storm drains. There would be no net increase in stormwater runoff.
Storm Drainage Policy 14.6	Require new development to minimize alterations to natural landforms and the amount of impervious surfaces to minimize erosion, while encouraging implementation of low impact development measures and the maximum use of natural drainage ways, consistent with sound engineering and best management practices.	**Consistent**. The project would increase the amount of impervious surface on the project site but would provide BMPs to accommodate site runoff and would maintain approximately 5,860 SF of impervious area.
Storm Drainage Policy 14.7	Require new development and redevelopment to minimize storm water runoff and contaminants entering drainage facilities by incorporating low impact development measures and other on-site design features such as bio-swales, retention ponds, and cisterns for storage and infiltration, treatment of flows, and appropriate BMPs consistent with the National Pollution Discharge Elimination System (NPDES).	**Consistent**. The project would implement BMPs identified in a project-specific SWPPP during construction and SWQMP during operation in accordance with NPDES requirements. Specifically, permanent BMPs would include three biofiltration basins within the project site to capture and treat runoff.
Storm Drainage Policy 14.8	Mitigate negative impacts to adjacent surrounding land uses from pertinent drainageway corridors by incorporating appropriate structural and non-structural best management practices BMPs. BMPs may include the use of screening, landscaping, or open space setbacks.	**Consistent**. The BMPs described above in response to Storm Drainage Policy 14.7 would prevent negative effects at surrounding properties given the project would capture and treat its own runoff. In addition, the project would provide pipes to route off-site runoff that currently flows onto the project site to an existing storm drain.

Policy Number	Policy Text	Consistency Analysis
Chapter IV	***Housing (Amended March 22, 2023)***	
Housing Policy 1.2	Housing projects shall fund all or a portion of public facilities and costs for providing municipal services directly related to the need created by the development. The amount must be proportional to the cost of the service or improvement to offset the impacts to public facilities, services, and operations.	**Consistent**. The project applicant would pay applicable development fees to provide funding for the City to achieve public facility standards for services such as fire, police, library, and parks. These fees are assessed on a per dwelling unit basis, thereby providing proportional funding to the additional needs created by the residential site.
Housing Policy 1.4	Channel residential growth to areas where the concurrent provision of services and facilities, including schools, parks, fire and police protection, and street improvements can be assured.	**Consistent**. The project site is surrounded by existing development and is located in an area where existing services and facilities are available for resident use.
Housing Policy 1.5	Encourage a compact, efficient urban form that conserves land and other natural and environmental resources, and that promotes transit, supports nearby commercial establishments, and takes advantage of infrastructure improvements installed to accommodate their intended intensities.	**Consistent**. The residential site proposes high-density, multi-family housing which is a compact use of land for the provision of residential units in the City. Infrastructure improvements on the site would be constructed to serve the proposed presidential project density.
Housing Policy 1.7	Incorporate smart growth principles in new residential subdivisions, multi-family projects, and Mixed-Use Overlay areas.	**Consistent**. The residential site would provide high-density, multi-family housing in a developed area where existing services and infrastructure are available to serve new housing.
Housing Policy 1.9	Improve affordability by promoting sustainable housing practices that incorporate 'whole system' approach to siting, designing, and constructing housing that is integrated into the building site, consumes less water, and improves water quality, reduces the use of energy and other resources, and minimizes its impact on the surrounding environment.	**Consistent**. The residential site would be constructed in accordance with applicable water efficiency standards and would meet current Title 24 requirements related to energy efficiency at the time of project approval, thereby reducing the use of energy at the site. As identified throughout this EIR, the project would implement mitigation measures when necessary to minimize environmental impacts.
Chapter V	***Community Health and Services***	
Parks and Recreation Policy 2.4	Require new residential development to contribute fees to finance acquisition and development of park and recreational facilities in compliance with the standards stipulated by Parks and Recreation Policy 2.3. Allow credit for the on-site dedication of land or facilities to be used for public park purposes, consistent with City standards.	**Consistent**. The project applicant would pay applicable development fees for the proposed dwelling units to provide funding for the City's acquisition and development of park facilities towards the 11.8 acres per dwelling unit goal established in Parks and Recreation Policy 2.3.
Chapter VI	***Community Protection***	
Emergency Services Policy 1.6	Require minimum road and driveway widths and clearances around structures consistent with local and State requirements to ensure emergency access.	**Consistent**. The project would provide drive aisles accessible via the full access driveways on Felicita Road and Brotherton Road. The driveway and drive aisle size is consistent with local requirements for emergency access.

Policy Number	Policy Text	Consistency Analysis
Fire Protection Policy 2.4	Require new residential and non-residential development to be constructed consistent with the California Fire Code and the requirements set by the State.	**Consistent**. The project would be designed and constructed in accordance with the California Fire Code, as adopted and amended by Chapter 11, Article 2 of the Escondido Municipal Code.
Fire Protection Policy 2.6	Require new development to contribute fees to maintain fire protection service levels without adversely affecting service levels for existing development.	**Consistent**. The project would contribute development fees established by Local Resolution No. 2019-152 to the public facility fee program to maintain fire protection service levels.
Fire Protection Policy 2.10	Establish and maintain an adequate fire flow in relation to structure, size, design, and requirements for construction and/or built-in fire protection.	**Consistent**. The project would relocate two fire hydrants within the project site and would construct appropriate water connections for fire flow at the site based on the proposed development.
Police Services Policy 3.5	Require new development to contribute fees to maintain police facilities and equipment that meet the needs of the community.	**Consistent**. The project would contribute development fees established by Local Resolution No. 2019-152 to the public facility fee program to maintain police services and facilities.
Noise Policy 5.1	Require development to meet acceptable exterior noise level standards as established in Figure VI-12 and use the future noise contour map (FigureVI-17) as a guide for evaluating the compatibility of new noise sensitive uses with projected noise levels.	**Consistent**. As discussed further in this section, project-specific exterior noise levels were calculated and are reported in the project's Noise Technical Report (Appendix I). The report states noise levels within the outdoor pool and amenity area associated with the residential development would be 44.1 CNEL, which is within the range of normally acceptable exterior noise levels for multi-family residential uses provided in General Plan Figure VI-12. Additionally, noise levels at the lawn and basketball court associated with the church development were modeled to be 67.3 CNEL and 67.9 CNEL, respectively. Noise levels at the play area south of the school building were modeled to be 66.8 CNEL. These noise levels are within the conditionally compatible range of noise levels for church and school land uses provided in General Plan Figure VI-12.
Noise Policy 5.2	Apply a CNEL of 60 dB or less for single family and 65 CNEL or less for multi-family as goals where outdoor use is a major consideration (back yards and single-family housing developments, and recreation areas in multifamily housing developments) as discussed in Figure VI-13, and recognize that such levels may not necessarily be achievable in all residential areas.	**Consistent**. See response to Noise Policy 5.1. Noise levels within the residential pool and amenity area would be below 65 CNEL.

Policy Number	Policy Text	Consistency Analysis
Noise Policy 5.4	Require noise attenuation for new noise-sensitive uses, which include residential, daycare facilities, schools, churches, transient lodging, hotels, motels, hospitals, health care facilities, and libraries if the projected interior noise standard of 45 CNEL is exceeded.	**Consistent**. Additional exterior-to-interior noise analyses would be conducted once final building plan information is available to ensure that interior noise levels at the project residential units, church building, and missionary residential units do not exceed 45 CNEL. As a condition of project approval, if predicted noise levels are found to be in excess of 45 CNEL, specific architectural materials or techniques that could be included to reduce noise levels to 45 CNEL in usable rooms would be incorporated. Refer to Section 3.6 for more details. The project would require noise attenuation, if necessary, consistent with this policy.
Noise Policy 5.5	Require construction projects and new development to ensure acceptable vibration levels at nearby noise-sensitive uses based on Federal Transit Administrator criteria.	**Consistent with Mitigation**. The Noise Technical Report (Appendix I) assessed potential vibration levels from construction activity at nearby land uses in accordance with Federal Transit Administration (FTA) criteria. The project would be required to implement mitigation measure NOI-1 to reduce vibration levels during construction below the applicable thresholds.
Noise Policy 5.6	Require the preparation of noise studies, as deemed necessary by the Planning Department, to analyze potential noise impacts associated with new development which could significantly alter existing noise levels in accordance with provisions outlined in Figure VI-14.	**Consistent**. A Noise Technical Report (Appendix I) was prepared for the project and determined the project would not increase traffic noise levels above the allowable increment provided in Figure VI-14 of the General Plan Community Protection Element.
Noise Policy 5.7	Encourage use of site and building design, noise barriers, and construction methods as outlined in Figure VI-15 to minimize impacts on and from new development.	**Consistent**. The proposed outdoor pool and amenity area associated with the residential development and the play area south of school buildings would be shielded from noise sources based on the siting of proposed and existing buildings, as suggested in Figure VI-15. The Noise Technical Report (Appendix I) states noise levels within the outdoor pool and amenity area would be 44.1 CNEL and 66.8 CNEL at the play area south of the school building, which would not exceed applicable noise standards. In addition, no barriers are required to reduce the effects of project-generated noise at surrounding land uses given the project would not increase noise levels at these uses above the allowable noise increment.
Noise Policy 5.8	Require that mixed use and multi-family residential developments demonstrate that the design of the structure will adequately isolate noise between adjacent uses (orientation, window insulation, separation of common walls, floors, and ceilings, etc.).	**Consistent**. In accordance with Title 24 of the CBC, the residential site would be required to demonstrate wall construction with a Sound Transmission Class rating of at least 50 for walls between dwelling units, which would adequately isolate noise between residences with shared walls.

Policy Number	Policy Text	Consistency Analysis
Noise Policy 5.10	Require development projects that are subject to discretionary approval to assess potential construction noise impacts on nearby sensitive uses and to minimize impacts on these uses, to the extent feasible.	**Consistent with Mitigation**. The Noise Technical Report (Appendix I) assessed potential noise impacts from construction activity in accordance with Escondido Municipal Code Section 17-234. As described further in Section 4.9, the project would not generate noise levels that exceed the 75 A-weighted decibel (dBA) 1-hour time-averaged noise limit (L_{EQ}) at nearby sensitive uses.
Hazardous Materials Policy 8.10	Require proponents of projects in known contamination areas to perform comprehensive soil and groundwater contamination assessments, in accordance with applicable regulations. If contamination exceeds regulatory levels, require the proponent to undertake remediation procedures consistent with county, regional, and state regulations prior to grading and development of the site.	**Consistent with Mitigation**. As described further in Section 4.7, *Hazards and Hazardous Materials*, the project site contains soils with dieldrin levels slightly exceeding the applicable concentration appropriate for residential uses (FREY Environmental Inc. 2022; FREY Environmental Inc. 2023). In accordance with applicable regulatory standards and mitigation measure HAZ-1, excavation, removal, and off-site disposal of the contaminated soil would be profiled and disposed of at an appropriate disposal facility.
Chapter VII	***Resource Conservation***	
Biological and Open Space Resources Policy 1.6	Preserve and protect significant wetlands, riparian, and woodland habitats as well as rare, threatened, or endangered plants and animals and their habitats through avoidance. If avoidance is not possible, require mitigation of resources either on- or off-site at ratios consistent with State and federal regulations, and in coordination with those agencies having jurisdiction over such resources.	**Consistent with Mitigation**. As described further in Section 4.3, *Biological Resources*, the project has the potential to result in significant impacts to nesting birds, sensitive natural communities, and potentially jurisdictional wetlands. Mitigation measures BIO-1 through BIO-3 would reduce these potential impacts to less than significant levels and would require the provision of habitat mitigation at ratios consistent with the draft Escondido MHCP Subarea Plan and/or final state and federal permit conditions.
Biological and Open Space Resources Policy 1.7	Require that a qualified professional conduct a survey for proposed development projects located in areas potentially containing significant biological resources to determine their presence and significance. This shall address any flora or fauna of rare and/or endangered status, declining species, species and habitat types of unique or limited distribution, and/or visually prominent vegetation.	**Consistent**. The biological resources report prepared for the project documents the results of multiple surveys of the project site, which were conducted to assess the presence of sensitive biological resources on the project site. The results of the surveys are described further in Chapter 4.3, *Biological Resources*, and the biological resources reports contained in Appendices C and D.
Biological and Open Space Resources Policy 1.8	Require that proposed development projects implement appropriate measures to minimize potential adverse impacts on sensitive habitat areas, such as buffering and setbacks. In the event that significant biological resources are adversely affected, consult with appropriate state and federal agencies to determine adequate mitigation or replacement of the resource.	**Consistent with Mitigation**. Areas surrounding the project site are developed and do not contain sensitive resources requiring additional buffering or setbacks. Sensitive biological resources within the project site may be impacted by the project. The proposed mitigation measures (BIO1 through BIO-3) would reduce potential impacts to these resources to a less than significant level through avoidance measures or compensatory mitigation where avoidance is not possible.

Policy Number	Policy Text	Consistency Analysis
Biological and Open Space Resources Policy 1.9	Encourage proposed development projects to minimize the removal of significant stands of trees unless needed to protect public safety and to limit tree removal to the minimum amount necessary to assure continuity and functionality of building spaces.	**Consistent**. The project would remove the palm trees currently on the project site to create a functional layout for the proposed buildings. However, the project would plant 682 new trees on the site, far exceeding the number of trees that would be removed.
Biological and Open Space Resources Policy 1.10	Prohibit any activities in riparian areas other than those permitted by appropriate agencies to protect those resources.	**Consistent with Mitigation**. Due to the presence of emergent wetland on the project site, the project applicant would be required to obtain permits from USACE, CDFW, and/RWQCB prior to impacts to riparian habitat. In accordance with mitigation measure BIO-3, the project applicant would mitigate direct impacts to emergent wetland through off-site restoration or purchase of mitigation credits at an approved mitigation bank.
Biological and Open Space Resources Policy 1.12	Promote the use of native plants for public and private landscaping purposes within the City.	**Consistent**. Project landscaping would comply with the standards contained in Escondido Municipal Code Section 33-1339, which discourage the use of non-native vegetation especially of species requiring large amounts of water.
Visual Resources Policy 3.1	Preserve significant visual resources that include unique landforms (e.g., skyline ridges, intermediate ridges, hilltops, and rock outcroppings), creeks, lakes, and open space areas in a natural state, to the extent possible.	**Consistent**. As described further in Section 4.1, *Aesthetics*, the project would not result in significant impacts related to visual resources given the project site does not contain scenic visual resources and would not obstruct views of such resources. The project would be consistent with this policy.
Visual Resources Policy 3.2	Require new development to avoid obstructing views of, and to minimize impacts to, significant visual resources through the following: creative site planning; integration of natural features into the project; appropriate scale, materials, and design to complement the surrounding natural landscape; clustering of development to preserve open space vistas and natural features; minimal disturbance of topography; and creation of contiguous open space networks.	As described in response to Visual Resources Policy 3.1, the project would not obstruct views of scenic resources.

Policy Number	Policy Text	Consistency Analysis
Visual Resources Policy 3.6	Require that development within the I-15 corridor be located and designed in consideration of its potential visual impacts and preservation of prominent views along the corridor that include outstanding continuous, panoramic views of the valley floor, surrounding ridges and Lake Hodges, and focal views where the eye is channeled toward a visually dominant feature such as an undisturbed hillside or steep slopes with rock outcroppings. Require development proposals within the I-15 scenic corridor (defined as the area within 1,750 feet of the freeway) to include a visual assessment and conform to the community design policies which address: a) The siting of new structures outside of significant viewshed corridors; b) The protection of hillsides and ridgelines; and c) The need to blend developments with their setting in terms of height and scale.	**Consistent**. Section 4.1, *Aesthetics* conducts a visual assessment for the project. The project is within the I-15 corridor but would not obstruct significant views given that continuous panoramic views of distant peaks and ridgelines are not available from the project site or surrounding roadways. In addition, while the applicant proposes higher density development than nearby existing residences, the General Plan envisions this area of the City with more intense development.
Cultural Resources Policy 5.2	Preserve significant cultural and paleontological resources listed on the national, State, or local registers through maintenance or development of appropriate ordinances that protect, enhance, and perpetuate resources; incentive programs; and/or the development review process.	**Consistent with Mitigation**. As described in Section 4.4, *Cultural Resources*, the existing building proposed for demolition and the two existing education buildings to remain are not eligible for listing as historic resources (Appendix F) and the project site does not contain known listed cultural resources (Appendix E). However, based on the potential for unknown cultural resources to be unearthed during project construction, mitigation measures CUL-1 through CUL-10 would require implementation of a monitoring program. No paleontological resources would be uncovered at the project site, as it is underlain by fill and granitic bedrock, which have no potential to contain fossils (City 2012c).
Water Resources and Quality Policy 6.6	Control encroachments into wetlands and designated floodways to protect the community's water resources.	**Consistent with Mitigation**. The on-site drainage swale contains emergent wetlands that would be impacted by the project. Mitigation measure BIO-3 would require the provision of compensatory habitat mitigation or the purchase of mitigation credits at an approved mitigation bank and adherence to permit conditions for wetland encroachment.
Water Resources and Quality Policy 6.12	Regulate construction and operational activities through the use of stormwater protection measures in accordance with the City's NPDES permit.	**Consistent**. The project would implement BMPs identified in a project-specific SWPPP during construction and SWQMP during operation in accordance with NPDES requirements.
Water Resources and Quality Policy 6.14	Require new development to protect the quality of water resources and natural drainage systems through site design and use of source controls, stormwater treatment, runoff reduction measures, best management practices, and Low Impact Development measures.	**Consistent**. The project would implement stormwater BMPs during construction and operation to protect water quality, as described in responses to Storm Drainage Policy 14.7 and Water Resources and Quality Policy 6.12.

Policy Number	Policy Text	Consistency Analysis
Air Quality and Climate Protection Policy 7.3	Require that new development projects incorporate feasible measures that reduce construction and operational emissions.	**Consistent**. The residential project would meet current Title 24 standards at the time of project approval and implement CAP measures to reduce GHG emissions. In addition, no electric or natural gas fireplaces, wood fireplaces, or wood stoves would be installed, which greatly reduces the amount of on-site pollutant emissions generated during project operation. During construction, dust control measures would be implemented and VOC content in paints would be limited in accordance with SDAPCD Rules 50, 55, 67.0.1.

CUP NARRATIVE

Daycare Operations

The City Council, through Resolution No. 3395, approved a minor modification to the Conditional Use Permit (CUP) for the Church's daycare facility. The modifications allow for a maximum of 10 staff members and 70 children, operating only on Thursdays. However, the Church is currently interviewing daycare operators and estimates that the facility will ultimately accommodate approximately 150-200 children and 10-15 staff members. The daycare (which includes both daycare and Pre-K programs) will commence operations only after the completion of the new church building construction.

Daycare operations are scheduled to run Monday through Friday from 7 AM to 6 PM. Typical daycare schedule will look like the following:

7:00 AM – 8:00 AM: Child Drop-Off

8:00 AM – 9:30 AM: Breakfast & Morning Meeting

9:30 AM – 12:00 PM: Rotating Activities (based on age group)

- Outdoor Recess
- Story Time
- Snack Break
- Group Focus/Activities

12:00 PM – 1:00 PM: Lunch

1:00 PM – 3:00 PM: Rotating Activities (based on age group)

- Group Activities
- Quiet Reading Time

3:00 PM – 5:30 PM: Rotating Activities (based on age group)

- Outdoor Recess
- Story Time
- Snack Break
- Group Focus/Activities

5:30 PM – 6:00 PM: Afternoon Learning & Parent Pickup

Daycare Parking

Per code requirements with the estimated number of children and employees stated above the daycare is required to provide a total of 47 stalls. Below is a parking summary that depicts required and provided parking.

Childcare Parking Summary

Type	Code	Required	Provided
Employees	1 Stall per Employee	15	15
Children	1 Stall per 10 Children	200/10 = 20	20
Youth Worship	1 Stall per 100SF	1,174SF/100 = 11.74	12
Total		47	47

Daycare Pickup & Dropoff

Drop-off for the daycare will begin at 7:00AM and end at 8:00am Monday through Friday which means there will be no overlap with the church operations during drop-off. Parents will be instructed to park in the stalls fronting the church and school facilities and use the sidewalks to walk their children into the classrooms. There will be staff on site to help parents drop off their children. A representation of the drop off plan can be seen on sheet A001 on the architectural set provided. The gray dashed line represents the walking path for parents and stall to the classroom. The black dotted line represents the ADA path of travel.

Pick-up will operate in the same manner as drop-off.

Church Operations

The church is required to provide 121 parking spaces based on current parking regulations for their proposed design. The current site plan accommodates 160 parking spaces not including the daycare parking provided. The extra 39 spaces can be utilized for daycare pick-up and drop-off or as overflow parking for church events.

Church Parking Summary

Type	Code	Required	Provided
Required Parking	1 Stall per 5 Seats	121	121
EV Capable Stall	20% of total spaces	207*20%=41	44
EV Ready Stall	25% of EV Capable Stalls	41*25%= 10	10
ADA Accessible		7	12
Sub Total		121	121
Additional Stalls Over Code			39
Total			160

As part of the proposed design, a new trash enclosure will be installed to accommodate three 3-yard bins for trash and recycling, along with containers for organic waste. The design also includes a new sanctuary, a playground, a private sports field, one primary residence and one ADU for traveling missionaries. The sports fields will be for the use of the church only. They will not be rented out to local leagues.

Operations During Construction

During the construction of the new facility, the church plans to use the existing school buildings for services, which are expected to attract 70-90 attendees. To support these limited services, the church will reserve 20 parking spaces through the duration of services or construction.

Operations Post Construction

Day	Time	Activity	Location
Sunday	9:00 AM – 12:00 PM	English Worship Service	Church
Sunday	1:00 PM – 3:00 PM	Russian Congregation Worship Service	Church
Wednesday	9:30 AM – 1:00 PM	Open Door Bible Study	Fellowship Hall/Classrooms
Wednesday	6:00 PM – 9:00 PM	GROW Bible Studies	Classrooms
Mon–Fri	9:00 AM – 5:00 PM	Church Administration	Church Office

To: City of Escondido Planning Commission

Re: Alexan Escondido and Bethel Baptist Church Project — PL23-0273, PL23-0274, PL23-0275, PL23-0276, PL25-0275, PL26-0010

From: Lawrence Werner, 838 Montview Dr. Escondido, CA 92025

I am writing regarding the parking and traffic impacts of the above-referenced project on Brotherton Road, and to request conditions of approval addressing gaps I believe exist in the current record.

1. The "required" parking minimum reflects a state density-bonus parking cap, not the City's standard multifamily parking requirement — and this comparison is not a demand analysis. The Final EIR's Response to Comments states that the project will provide 441 parking spaces for the 258-unit residential development, exceeding the required minimum of 331 spaces (EIR Section 3.3.1.2), and 207 spaces for the church, exceeding the required 168 (EIR Section 3.3.1.2 / 3.3.2.1). It is important to note that the 331-space minimum is not derived from the City's standard multifamily parking requirement, which is four off-street spaces per unit under the base zoning code. Because the project includes 13 units (5%) reserved for very-low-income households, it qualifies for a density bonus under California Government Code Section 65915, which the City has implemented locally in Zoning Code Article 67. Under Government Code Section 65915(p)(1) and Escondido's own ordinance, upon the developer's request the City may not require more than one on-site parking space for studio/one-bedroom units and two spaces for two- and three-bedroom units — a substantially lower ratio than the standard code would otherwise apply. This is a state-mandated exception applicable specifically because of the affordable-housing component, not a general reduction in the City's parking standards for apartment development.

This distinction matters because multiple public comments on the Draft EIR raised the same concern I am raising now — that apartment parking supply is often insufficient in practice and results in spillover onto adjacent streets. In each case, the City's response was that "parking is not a CEQA issue" and that the code-minimum comparison above demonstrates adequacy. That comparison does not constitute a parking demand or utilization study, and none appears anywhere in the certified record, including the project's Local Mobility Analysis (Appendix J), which analyzes only Vehicle Miles Traveled and Level of Service — not on-site or on-street parking supply and demand. I recognize that, because the reduced ratio is a state-law mandate, the Commission likely cannot require additional on-site parking as a condition of approval. My requested actions below are accordingly directed at management of the adjacent public street, not at increasing the on-site parking count.

2. Brotherton Road is physically substandard for absorbing any overflow. Per the project's own Local Mobility Analysis, Brotherton Road — which fronts the residential driveway — has a curb-to-curb width of only 24 to 28 feet in the project vicinity, narrower than the City's standard cross-section, with sidewalk gaps totaling roughly 1,130 feet on the north side and 820 feet on the south side within the study area, and no bike lane.

3. No street improvement, curb restriction, or parking-management measure is proposed for Brotherton Road. I reviewed both the Final EIR and the Local Mobility Analysis for any planned widening, curb parking restriction, or "no parking" designation along Brotherton Road. None exists. All roadway widening, new sidewalk, new bike lane, and curb/striping improvements identified in the traffic

study are located on Felicita Road, not Brotherton Road. The only operational change proposed for Brotherton Road anywhere in the record is an all-way stop-control at Brotherton Road/Miller Avenue, and that measure is triggered only under the Long-Term (Year 2035) traffic scenario to address Level of Service — it is unrelated to parking and does not apply at the project frontage itself.

4. The proposed four-way stop at Brotherton Road/Miller Avenue was never evaluated for school dismissal impacts. The project's Local Mobility Analysis includes an all-way stop-control at Brotherton Road/Miller Avenue as a mitigation measure, but only under the Long-Term (Year 2035) scenario — it is not proposed at project opening. More importantly, a commenter on the Draft EIR specifically requested that the traffic study include peak-hour counts during school drop-off and pickup times at Miller Elementary School. The Final EIR's Response to Comments (Comment I3-8) confirms that traffic counts were conducted only during standard commuter peak hours — 7:00–9:00 AM and 4:00–6:00 PM — and states directly: "It is not warranted for the project to analyze the school afternoon peak since this time is in the 2PM time frame... The standard of practice is to analyze the commuter peak periods, not the school peak periods." As a result, the specific traffic pattern of concern to residents — congestion on Miller Avenue, particularly southbound, during Miller Elementary dismissal — has never been counted or modeled anywhere in this record, let alone evaluated for how a future four-way stop at this intersection would interact with it.

5. Brotherton Road is not wide enough to safely support two-way traffic and parking on both sides. Standard street design practice calls for roughly 20–22 feet of clear travel width for two-way traffic, plus approximately 8 feet per side for parking — a combined width of roughly 36 feet or more to support parking on both sides without compromising two-way travel. Brotherton Road is only 24 to 28 feet curb-to-curb along the project frontage per the Local Mobility Analysis. If overflow parking occurs on both sides of the street, as raised in comment 1 above, the remaining travel width would be inadequate for two vehicles to pass safely, and could obstruct emergency vehicle access. Notably, the Local Mobility Analysis itself states that Brotherton Road "was widened to the City standard cross-section on the south side only" during construction of the existing church in the 1970s — indicating the current width is itself an acknowledged partial build-out, not a completed standard cross-section.

Requested action:

I ask that the Commission add the following conditions of approval:

1. Red-curb (no parking) designation along the south side of Brotherton Road at the project frontage, paired with a time-limited (e.g., 15-minute) passenger-loading zone on the north side during Miller Elementary School drop-off and pickup hours, to preserve safe two-way travel width while still accommodating school-related traffic; and

2. A requirement for a supplemental traffic count and analysis during Miller Elementary School's actual dismissal window, prior to installation of any all-way stop-control at Brotherton Road/Miller Avenue, to confirm the change would not worsen school-hour congestion on Miller Avenue.

3. As a secondary request: that the Commission require a professional parking demand study — rather than relying solely on the code-minimum comparison discussed in comment 1 above — before finalizing approval of the project's reduced, density-bonus parking ratio. I recognize the

Commission's discretion to deny or modify a density-bonus parking concession is narrow under Government Code Section 65915, and I am not asking the Commission to deny that concession outright. I am asking that the adequacy of the reduced ratio be verified with an actual demand study rather than a code-minimum comparison alone, given the physical constraints of Brotherton Road documented above.

I understand the City's position that parking and traffic congestion adequacy are not independently required to be studied under CEQA, and that the reduced parking ratio reflects a state-law entitlement rather than a City policy choice. These requests are not a CEQA challenge and do not seek to alter the on-site parking count — they are requests for land-use conditions of approval within the Commission's discretion over the adjacent public street, intended to address documented gaps between the project's findings and the physical and operational realities of the streets most affected.

Respectfully submitted,
Lawrence G. Werner
838 Montview Dr. Escondido, CA 92025
760-271-5532
August 6, 2026

Angel Estrada

From: Garrett Smith
Sent: Monday, August 3, 2026 11:34 AM
To: Ivan Flores
Subject: Fw: Form submission from: Request to Speak

Categories: Flagged Follow-Up

Ivan - Just forwarding to you as a FYI.

From: MunicodeEmails
Sent: Monday, August 3, 2026 8:58 AM
To: Garrett Smith ; Angel Estrada ; Dare DeLano
Subject: FW: Form submission from: Request to Speak

From: Escondido Meetings Portal via Municode Portal
Sent: Monday, August 3, 2026 8:58:36 AM (UTC-08:00) Pacific Time (US & Canada)
To: MunicodeEmails
Subject: Form submission from: Request to Speak

Submitted on Monday, August 3, 2026 - 8:58am

Submitted by user: Visitor

Submitted values are:

Board or Commission to Request to Speak before:
Planning Commission
First Name:
Nancee
Last Name:
Hanson
Date:
August 11, 2026
Agenda item Number:
Subject:
Construction at Felicita Rd and Brotherton Rd 251 apartments
Position:
In Opposition

Angel Estrada

From: Suzanne Brandt <sznnbrandt@gmail.com>
Sent: Tuesday, August 4, 2026 3:54 PM
To: Ivan Flores
Subject: Proposed dense multi-family residential housing at Brotherton/Felicita location

[You don't often get email from sznnbrandt@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

As a resident of South Escondido, I am very much opposed to this high density building plan for the lot presently owned by Bethel Baptist church.

This location is zoned for single family residences and should not be changed. The impact of 30 units per acre will very much congest the area and change the neighborhood residential feel of the community.

South Escondido has erected upward of 6 of these high density multi-family residences (so-called luxury condos) along the Centre City corridor and Escondido Blvd within the last few years. Construction is presently on-going.

In my opinion, South Escondido is becoming a very dense and unattractive place to live.

Please decline any further proposals for high density building in South Escondido and specifically at the Felicita/Brotherton site.

Suzanne Brandt
Resident of South Escondido

Sent from my iPhone

Angel Estrada

From: Leslie Brunolli <lbrunolli@yahoo.com>
Sent: Thursday, August 6, 2026 5:31 PM
To: Ivan Flores
Subject: Alexan Project

You don't often get email from lbrunolli@yahoo.com. Learn why this is important

I am writing to express my opposition to the proposed apartment development in our neighborhood.

My primary concern is the additional traffic this development would create. Our area already experiences significant traffic, and adding a large number of new residents and vehicles would make congestion worse. I am also concerned about the impact this increased traffic could have on safety, especially on residential streets.

I respectfully ask that you consider the effect this development would have on existing residents and our neighborhood before approving the project.

Thank you for considering my concerns.

Michael and Leslie Brunolli

Sent from my iPhone

Angel Estrada

From: Zack Beck
Sent: Friday, August 7, 2026 8:42 AM
To: Angel Estrada
Subject: FW: Form submission from: Public Comment

FYI

Best Regards,

Zack Beck

Zack Beck, CMC, CPMC

City Clerk

City Clerk's Office | City of Escondido

Direct: 760-839-4560 | Main: 760-839-4617

www.escondido.gov

From: Escondido Meetings Portal via Municode Portal <no-reply-portal@municodeweb.com>
Sent: Wednesday, August 5, 2026 8:11 AM
To: MunicodeEmails <MunicodeEmails@escondido.gov>
Subject: Form submission from: Public Comment

Submitted on Wednesday, August 5, 2026 - 8:11am

Submitted by user: Visitor

Submitted values are:

Board or Commission for Public Comment City Council
Email elisa4dobies@gmail.com
Council Meeting Date August 11th, 2026 at 7:00 p.m.
Item # PL23-0273/PL23-0274/PL3-0275/PL23-0276-0010
Subject Rezoning
Position In Opposition
First and Last Name Elisa B Creighton
Are you an Escondido Resident? Yes
Comments
My husband and are 40 year residents of the City of Escondido, we strongly oppose the re-zoning of the area surrounding the current Bethel Baptist Church. VERY HIGH DENSITY HOUSING is not conducive to the area, the safety of current residence and will only have a huge negative impact of the current traffic in

the area which has already become a major factor. Please do not change the scope of the neighbor
apartments and multi-story buildings are not conducive to the surrounding neighborhood and
environment. Thank you

Angel Estrada

From: Pamela Dobson <pamiam3333@hotmail.com>
Sent: Thursday, August 6, 2026 10:02 AM
To: Ivan Flores; Zack Beck
Subject: Proposed zoning changes to Southwest Escondido

You don't often get email from pamiam3333@hotmail.com. Learn why this is important

Please include in upcoming Board Meeting

Hello Escondido Planning Authority,

I am writing regarding the proposed apartment complex planned for the corner of Brotherton and Felicita. I have lived in this neighborhood for 25 years and deeply value its quaint, residential character. Our area is made up of single-family homes, many owned by long-term residents who take pride in maintaining a peaceful community. A large, high-density structure would be completely out of place and would significantly alter the look and feel of our neighborhood.

Escondido has already added substantial housing in the southwest part of town over the past several years. The development near Felicita Park removed the long-standing pond, and multiple high-density complexes have gone up along South Centre City Parkway and the frontage road on the opposite side. I do not know the exact number of units added, but it is clear that our population density has increased dramatically—likely ten-fold. Construction continues, and more units are still being built, further increasing density in this same concentrated area.

I respectfully ask that you leave our neighborhood some room to breathe so we can continue to enjoy the homes we work so hard for. We do not need to turn this part of town into a parking lot. Traffic issues already affect us daily.

We rely on you to make thoughtful, balanced decisions about future development. This area has already absorbed more than its fair share of change. The mere presence of open land does not mean zoning must be altered to allow high-density construction. Please listen to the voices of the residents who live here. This is our town too.

Respectfully,

Pamela Dobson
561 W Vermont Avenue
Escondido, CA 92025
760-580-6784

Angel Estrada

From: MunicodeEmails
Sent: Monday, August 3, 2026 8:59 AM
To: Garrett Smith; Angel Estrada; Dare DeLano
Subject: FW: Form submission from: Request to Speak

Follow Up Flag: Follow up
Flag Status: Flagged

From: Escondido Meetings Portal via Municode Portal <no-reply-portal@municodeweb.com>
Sent: Monday, August 3, 2026 8:59:10 AM (UTC-08:00) Pacific Time (US & Canada)
To: MunicodeEmails <MunicodeEmails@escondido.gov>
Subject: Form submission from: Request to Speak

Submitted on Monday, August 3, 2026 - 8:59am

Submitted by user: Visitor

Submitted values are:

Board or Commission to Request to Speak before: Planning Commission
First Name: Nancee
Last Name: Hanson
Date: August 11, 2026
Agenda item Number:
Subject: Construction at Felicita Rd and Brotherton Rd 251 apartments
Position: In Opposition

Angel Estrada

From: Nancee Hanson <nancee.hanson@gmail.com>
Sent: Monday, August 3, 2026 5:19 PM
To: Ivan Flores
Subject: Re: Bethel project

You are right

On Mon, Aug 3, 2026 at 12:15 PM Ivan Flores <Ivan.Flores@escondido.gov> wrote:

> Nancee – the sign is made by the City's graphics department and meets the size parameters of the code, and is consistent with all signage made for public hearings. Thank you.
>
> Sincerely,
>
> Ivan Flores, AICP
>
> Principal Planner
>
> City Cell: (760) 607-2246 | Office: (760) 839 – 4529
>
> For capital project information, click here.
> For private development project information, click here.

From: Nancee Hanson <nancee.hanson@gmail.com>
Sent: Monday, August 3, 2026 12:04 PM
To: Ivan Flores <Ivan.Flores@escondido.gov>
Subject: Re: Bethel project

Hmmm your little sign is definitely not 6 sq ft

On Mon, Aug 3, 2026 at 11:59 AM Ivan Flores <Ivan.Flores@escondido.gov> wrote:

> Nancee – please see information at this link: https://ecode360.com/43268330
>
> Sincerely,
>
> Ivan Flores, AICP
>
> Principal Planner
>
> City Cell: (760) 607-2246 | Office: (760) 839 – 4529
>
> For capital project information, click here.
> For private development project information, click here.

From: Nancee Hanson <nancee.hanson@gmail.com>
Sent: Monday, August 3, 2026 11:57 AM
To: Ivan Flores <Ivan.Flores@escondido.gov>
Subject: Re: Bethel project

May I ask who the Municipal code requires notices to be sent? Thank you, Nancee

On Mon, Aug 3, 2026 at 8:29 AM Ivan Flores <Ivan.Flores@escondido.gov> wrote:

> Nancee – please let this email serve as a response to your email also sent on July 31st. The notices post on-site are done in compliance with the requirements of the City's Municipal Code. Additionally, mailers were sent out and posting in the Times-Advocate was done 20 plus days in advance of the public hearing. All those who are required to receive a public hearing notice by the Municipal Code received one.
>
> You may submit comments via email before the hearing, or you can speak at the public hearing. All speakers receive 3 minutes, and instructions will be provided by the clerk during the hearing.
>
> Sincerely,
>
> Ivan Flores, AICP
>
> Principal Planner
>
> City Cell: (760) 607-2246 | Office: (760) 839 – 4529
>
> For capital project information, click here.
> For private development project information, click here.
>
> **From:** Nancee Hanson <nancee.hanson@gmail.com>
> **Sent:** Sunday, August 2, 2026 6:18 PM
> **To:** Ivan Flores <Ivan.Flores@escondido.gov>
> **Subject:** Bethel project
>
> What is the process for being able to speak on August 11 regarding the project? Do I need to sign up ahead of time or that evening? Thanks for your help. Nancee Hanson

Angel Estrada

From: Ron Hanson <ronhanson12251945@gmail.com>
Sent: Tuesday, August 4, 2026 4:17 PM
To: Ivan Flores
Subject: Re: Next Tuesday

You don't often get email from ronhanson12251945@gmail.com. Learn why this is important

The 500 feet appears to be from the center of the property, not from “the property.”
If you go from a point on the church property, you could almost omit notifying most neighbors.

Regards,
Ron Hanson

On Aug 4, 2026, at 4:08 PM, Ivan Flores wrote:

Hi Ron - thank you for reaching out. I forwarded the Escondido Zoning Code to Nancee yesterday, and it states that properties within a 500 ft. radius are to be notified of a public hearing. Your property is not within that 500 ft. radius required by the code. The project has been noticed in accordance with all applicable state or local laws. For your convenience, I have attached the radius map produced by the City's Graphic Information System team, and as you can see your property falls just outside the requirement. Have a good evening.
Sincerely,
Ivan Flores, AICP
Principal Planner
City Cell: (760) 607-2246 | Office: (760) 839 – 4529
For capital project information, click
here.
For private development project information, click
here.
-----Original Message-----
From: Ron Hanson
Sent: Tuesday, August 4, 2026 3:45 PM
To: Ivan Flores
Subject: Next Tuesday
[You don't often get email from ronhanson12251945@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]
Nancee and I live at 2001 Felicita Rd and according to my calculations of and aerial map are well within the limits of those who should have been notified of next Tuesdays meeting. I wonder how many other neighbors were not notified. This is an awful thing for our neighborhood .
Regards,
Ron Hanson

Angel Estrada

From: Nancy Johnson <nancyj3041@gmail.com>
Sent: Wednesday, August 5, 2026 11:09 AM
To: Ivan Flores
Subject: Don't Allow the Bethel Baptist project to happen!

You don't often get email from nancyj3041@gmail.com. Learn why this is important

Hi,

Please listen to the residents and don't allow this apartment complex to happen. Traffic will be horrendous and these types of projects are taking over what once was a beautiful city.

Greed has surpassed common sense..Vote NO!

Angel Estrada

From: Meg Powers <meg.powers@gmail.com>
Sent: Tuesday, August 4, 2026 4:24 PM
To: Ivan Flores
Subject: Re: Alexan project

[You don't often get email from meg.powers@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Hi Mr. Flores,

It will not let us submit without an item Number. Any idea how to bypass?

Sent from my iPhone

> On Aug 4, 2026, at 11:57 AM, Ivan Flores <Ivan.Flores@escondido.gov> wrote:
>
> Hello Meg - the item number won't be known until the agenda is published; however, you are able to still submit the public comment via the link (see here: https://escondido-ca.municodemeetings.com/bc-citycouncil/webform/public-comment) included in the notice of public hearing. The meeting type is "Planning Commission" which was also included in the Notice of Public Hearing.
>
> Alternatively, you can always just email me your stated opposition, and it will be included in the staff report.
>
> Sincerely,
>
>
> Ivan Flores, AICP
> Principal Planner
> City Cell: (760) 607-2246 | Office: (760) 839 – 4529
>
> For capital project information, click
>
> here.
>
> For private development project information, click here.
>
>
>
> -----Original Message-----
> From: Meg Powers <meg.powers@gmail.com>
> Sent: Monday, August 3, 2026 6:52 PM
> To: Ivan Flores <Ivan.Flores@escondido.gov>
> Subject: Alexan project
>
> [You don't often get email from meg.powers@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]
>

> Mr. Flores,
>
> I've recently been made aware of the project at Bethel Baptist that will destroy our end of town due to Density Bonus Laws of the planning commission votes to allow changing the zoning from residential estates to very high multi family. I went online to submit a comment but it asks for an item number and date of meeting. I found the attached notice with a random search, but on the city website I can't find the meeting to correspond with it. Please advise.
>
> Sincerely,
> A concerned lifelong resident and homeowner in Escondido.
>
>
> Sent from my iPhone

Angel Estrada

From: J Peter Randolph <peter.randolph@cox.net>
Sent: Wednesday, August 5, 2026 3:40 PM
To: Ivan Flores
Subject: Meeting August 8th Concerning Bethel Baptist Residential Development

[You don't often get email from peter.randolph@cox.net. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Where will the 7:00 meeting be held?

Peter Randolph
peter.randolph@cox.net

Angel Estrada

From: gnlrose@gmail.com
Sent: Wednesday, August 5, 2026 5:38 AM
To: Ivan Flores
Subject: Zoning change for pending multifamily project on Felicita near Brotherton

Importance: High

You don't often get email from gnlrose@gmail.com. Learn why this is important

Please do not allow this project to be approved.

This project will negatively affect the entire area with increased traffic on Felicita, Miller, Brotherton, the freeway, and surrounding streets, minimal street parking, no sidewalks in the area causing a danger to Miller Elementary School students who walk to/from school.

Felicita is a small street and traffic already builds up during the daily commute. Adding 500 new residents would then make it impossible to get out to Felicita from the surrounding streets where it is already sometimes difficult to exit.

Thank you
Alisa Rose
1966 Rohn Rd
92025

Angel Estrada

From: Garrett Smith
Sent: Friday, July 31, 2026 7:52 AM
To: Ivan Flores
Cc: Angel Estrada
Subject: Fw: Form submission from: Public Comment

Categories: Flagged Follow-Up

Ivan - FYI on recently submitted testimony.

From: MunicodeEmails
Sent: Friday, July 31, 2026 5:44 AM
To: Garrett Smith ; Angel Estrada ; Dare DeLano
Subject: FW: Form submission from: Public Comment

From: Escondido Meetings Portal via Municode Portal
Sent: Friday, July 31, 2026 5:44:18 AM (UTC-08:00) Pacific Time (US & Canada)
To: MunicodeEmails
Subject: Form submission from: Public Comment

Submitted on Friday, July 31, 2026 - 5:44am
Submitted by user: Visitor
Submitted values are:
Board or Commission for Public Comment Planning Commission
Email szemfamily@hotmail.com
Council Meeting Date 08/11/2026 7pm
Item # SCH #2023090610
Subject THE ALEXAN ESCONDIDO AND BETHEL BAPTIST CHURCH PROJECT — PL23-0273, PL23-0274, PL23-0275, PL23-0276, PL25-0275, PL26-0010
Position In Opposition
First and Last Name DENNIS SZEM
Are you an Escondido Resident? Yes
Comments My family and community are 100% opposing this construction of the Alexan/Church project and the re-zoning from RE-20 to R-5. The complete environmental impact report (Appendix A-O) on the City's website has a tremendous amount of concerns for this project not to mention our own experiences living here locally for over 20 years. Please see attached and comments in opposition to this project.
1. Concerns over the magnitude and size of the project. Scale of the project is enormous for the neighborhood.
a. The existing infrastructure is not in place to add a 12 bldg, 260 apartments, over 800 individuals, over 500 additional vehicles, in a small 12 acre area.
b. It will cost the City and tax payers millions of dollars to upgrade the existing roads and utilities.
c. The increase of apartments will decrease property values and quality of life.
d. 4 story apartments will impact the existing visual presence to the single-story houses in the surrounding areas. Put yourself in everyone's shoes, would you want to see this high rise go up in front of your house or back yard, in some case 25'-50' away? Probably not, especially as this is not how the lively hood was originally implemented. There are plenty of open sites in Escondido not surrounded by homes

that you can build this monstrous project on.
e. After reviewing the Construction plans, this project has no mention to upgrade existing, construct, and expand to City utilities, storm drains, etc except on the property itself.
f. Limit on the number of units, the City currently has existing apartment projects in construction that are 22-33 units max. Not he 270 units proposed here.
g. Cultural, the environmental impact report stated concerns as it found evidence of contemporary Native Americans ancestral human remains, associated funerary objects, and items of cultural patrimony. In addition, the Sacred Lands File search was positive for cultural resources in the vicinity. The San Luis Rey Band of Mission Indians stated that the area is culturally sensitive, as did the Campo Band of Mission Indians and the San Pasqual Band of Mission Indians.
h. Wildlife, for centuries this has been there home. The environmental impact report stated legitimate concern as currently major wildlife exists and uses the proposed Alexan Project for food, water, shelter, etc. Coyote, deer, mountain lion, rabbit, various rodents, gophers, squirrels, eagles, and hawks just to name a few. Building this project would eliminate these species due to lack of food resources.
i. Soil contamination, the environmental impact report stated concerns over soil contamination. The City nor the Church has any plans where to transport contaminated soil not the health and air quality implications when disturbed.

2. 855 Brotherton Road.
a. Prone to flooding, Brotherton Road only has 1 curb/gutter and sidewalk. No drainage or storm water system in place.
b. Properties on Brotherton Road have flooded over the years particularly waters coming down from the Church property (proposed Alexan project), see attached pictures.
c. 855 Brotherton Road has caved in the past and is actively happening right now. There are numerous past City repair work orders due to the storm water damage every year. Adding additional vehicles will only put drivers, residents, and Emergency vehicles at risk. Recently we had an incident where a fire truck swerved a sink hole at 855 Brotherton Road and almost hit another vehicle.
d. Overhead power lines are located on the Alexan Project site and pose a safety hazard as there are not enough setbacks per the existing Project blue prints.
e. Not enough off street parking, 855 Brotherton Road only has parking on one side of the street. Adding additional 500 vehicles will pose another safety risk.
f. There is no side walk, curb or gutter on the north side causing an unsafe pedestrian crossing from Miller school to the Alexan Project apartments.
g. There are no streets in the plan, Brotherton Road is extremely dark and adding more people and cars will be a safety issue.
h. There are no bike lanes in the plan, with the road being 2 lanes, 1 sidewalk, bikers will be in extreme danger by the additional cars from the Alexan apartments.
i. Miller school traffic, students attending Miller school use Brotherton Road for access to Felicita. This backs up the traffic from Miller Road to Felicita and adding an additional 500 cars to the area won't allow safe access for emergency vehicles, or evacuations for local existing residences.
j. Kids are in serious danger walking from Miller school to the proposed Alexan project apartments. The road has a large drop (hill) traveling West from Miller school. Speeders are frequent and there is not enough room or anywhere to swerve when kids are crossing the street. Major safety concern for students and pedestrians. Adding an additional 500 cars from the apartments will only add to the problem.

3. Felicita Road.
a. From the 15 freeway to Center City Parkway, Felicita Road is prone to flooding. It has no sidewalks, curb/gutters, or an effective storm water system in place. When it rains especially in front of the Senior

home on 1980 Felicita, that entire area is a swimming pool which cars are swerving onto on coming traffic to avoid. The Proposed project has no mention to upgrade or build an adequate storm water system in efforts to handle the Alexan project. Adding an additional 500 cars from the apartment project will only increase the safety hazard.
b. Traffic congestion, Felicita from Center City Parkway to the 15 Freeway is a 2-lane road with heavy bumper to bumper traffic especially during peak times. Felicita is the main corridor to the 15 freeway from residents living in the eastern part of Escondido and Ramona areas; the proposed Alexan project would only add to that congestion and further back that traffic up on Felicita Road to the 78 highway.
c. Emergency vehicles, there is only one Fire Station on Felicita Road (2319 Felicita) on the south side of the 15 freeway. 90% of the calls are in the Center City Parkway area and the Fire trucks and ambulances have to travel on Felicita in order to get there, the additional vehicular traffic from the Alexan project would restrict emergency services and increase vehicle accidents.
d. Overhead power lines are located on the Alexan Project site and pose a safety hazard as there are not enough setbacks per the existing Project blue prints. Felicita road is a 2 lane road that poses a safety risk and additional vehicular traffic from the proposed Alexan project would cause vehicles to swerve and crash as the speeds are high.
e. The proposed Alexan project nor the City has any mention of buss stops or other public services to accommodate low income people without vehicles, no bike lanes, sidewalks, street lights for safety, etc.

4. Mismanaged funds.
a. We are missing the point as to why this proposed Alexan and Church project is actually being pushed. The church has mismanaged funds for decades and with the low attendance they are desperate. This proposed project will not be a fix for the church as they will only repeat what they have been doing for years. It has been suggested in the past for another parish to take over and make good use of the land and work with the neighbors. For years the local neighbors have volunteered their time for landscaping services, repairs, security, fundraisers, etc.
b. The church doesn't have to sell to a developer; this area could be used for a park, playground, recreational areas, dog park, swimming pools, etc. If the church would only reach out to the neighborhood and City they would help a great deal. This is not the way. It will only cause further community separation.

5. Community and City support against the Alexan/Church project:
a. The surrounding community has spoken, over 100 letters, phone calls, protests, dating back 2023 when this started.
b. In addition to fellow neighbors, many City employees that live in Escondido have also objected to this project. From the City of Escondido, San Marcos, Palomar Hospital, Fire/Police departments, Caltrans, Indian Tribes, Archaeologists, the list goes on.

Angel Estrada

From: Angel Estrada
Sent: Wednesday, August 5, 2026 1:06 PM
To: Ivan Flores
Cc: Garrett Smith
Subject: FW: Form submission from: Public Comment

Here you go.

From: MunicodeEmails
Sent: Wednesday, August 5, 2026 12:43 PM
To: Garrett Smith ; Angel Estrada ; Dare DeLano
Subject: FW: Form submission from: Public Comment

From: Escondido Meetings Portal via Municode Portal <no-reply-portal@municodeweb.com>
Sent: Wednesday, August 5, 2026 12:42:54 PM (UTC-08:00) Pacific Time (US & Canada)
To: MunicodeEmails <MunicodeEmails@escondido.gov>
Subject: Form submission from: Public Comment

Submitted on Wednesday, August 5, 2026 - 12:42pm

Submitted by user: Visitor

Submitted values are:

Board or Commission for Public Comment Planning Commission
Email jon.430@proton.me
Council Meeting Date 11 Aug
Item # PL23-0273
Subject Bethel Baptist Church
Position In Favor
First and Last Name Jonathan Takagi
Are you an Escondido Resident? Yes
Comments
As a renter in Escondido, I am in favor of increasing the number of high density apartments available in the area. This sites proximity to the freeway makes it an excellent choice for more housing, and I am glad that the church is not being removed.

Angel Estrada

From: Zack Beck
Sent: Friday, August 7, 2026 8:42 AM
To: Angel Estrada
Subject: FW: Form submission from: Public Comment

FYI

Best Regards,

Zack Beck

Zack Beck, CMC, CPMC

City Clerk

City Clerk's Office | City of Escondido

Direct: 760-839-4560 | Main: 760-839-4617

www.escondido.gov

From: Escondido Meetings Portal via Municode Portal <no-reply-portal@municodeweb.com>
Sent: Wednesday, August 5, 2026 3:10 AM
To: MunicodeEmails <MunicodeEmails@escondido.gov>
Subject: Form submission from: Public Comment

Submitted on Wednesday, August 5, 2026 - 3:10am

Submitted by user: Visitor

Submitted values are:

Board or Commission for Public Comment City Council
Email reely3@gmail.com
Council Meeting Date Aug. 11, 2026
Item # Proposed zoning change on Felicita Rd and Brotherton
Subject Proposed zoning change on Felicita and Brotherton
Position In Opposition
First and Last Name Ruth HERTZ WEBER
Are you an Escondido Resident? Yes
Comments
Dear City Council Members,
On August 11th you will be discussing a proposed zoning change for the area located on the currect Beth El Baptist church lot on Brotherton and Felicita. The zoning is currently for single family estates but this

zoning change would bring 270 dwelling units to the area that has no sidewalks and is right across t street from an elementary school, not to mention down the road from the hazard waste site! This could cause grave safety issues for children who walk to school with increased trafic on these two lane streets, and lack of parking areas. It would also cause a huge bottle neck on the freeway where there is just one little turn-around at the entrance on Citracado and Felicita Rd. The toxic waste site has not been dealt with and a rush to expand this area could potentially sicken hundreds of people. Please do not do this to the entire Escondido community! This entire area is on Luiseño indian sacred land. Have they been notified of this? Now is the time to stop this!

Sincerely,

Ruth Weber (Escondido Resident zone 4)

Angel Estrada

From: R. Weber <reely3@gmail.com>
Sent: Wednesday, August 5, 2026 3:27 AM
To: Ivan Flores
Subject: Please do not change zoning on Felicita and Brotherton

You don't often get email from reely3@gmail.com. Learn why this is important

Ivan Flores
Principal Planner

Dear Ivan Flores,

I am writing this letter to you to urge you and the other Planning Commission members NOT to change the zoning laws proposed for the residential estate area located at Felicita Rd and Brotherton.
The area has no sidewalks, a simple 2 lane street and is right actress the street from an elementary school! This is an accident waiting to happen with all the children there that walk to school. Not to mention that it is directly across the street from the Chatum Bros. hazardous dump site which has not been dealt with! Putting in high density housing across from this site could result in serious health issues for hundreds of people!

Felicita's two-lane road has just a small turn-around going onto the freeway. The increased traffic here would cause a giant freeway bottleneck, not to mention the vast land value decrease for all the estate homes built in the area.
This is Luiseño Indian tribe sacred land, have they been notified of this? It is right down the street from their Felicita Park which has their native artifacts on it!

We are trusting in you and your committee to do what is best for the health and safety of Escondido residents, not for the Developer's pockets! Please keep the zoning as it is!
Sincerely,
Ruth Weber- (Escondido District 4 resident)

Angel Estrada

From: MunicodeEmails
Sent: Thursday, August 6, 2026 3:59 PM
To: Garrett Smith; Angel Estrada; Dare DeLano
Subject: FW: Form submission from: Public Comment

From: Escondido Meetings Portal via Municode Portal <no-reply-portal@municodeweb.com>
Sent: Thursday, August 6, 2026 3:59:03 PM (UTC-08:00) Pacific Time (US & Canada)
To: MunicodeEmails <MunicodeEmails@escondido.gov>
Subject: Form submission from: Public Comment

Submitted on Thursday, August 6, 2026 - 3:59pm

Submitted by user: Visitor

Submitted values are:

Board or Commission for Public Comment Planning Commission
Email wintercsa@gmail.com
Council Meeting Date 8/11/2026
Item # Alexan Project
Subject
Position In Opposition
First and Last Name Carolyn Winter
Are you an Escondido Resident? Yes
Comments
I am writing to express my strong opposition to the proposed high-density housing development in our neighborhood. This project represents a significant threat to the character, safety, and livability of our community, particularly regarding the severe impacts on local infrastructure and public safety.

Traffic and Congestion The introduction of high-density housing will drastically increase traffic congestion on streets that are already strained. Residents are deeply concerned that the additional vehicles will overwhelm local roadways, creating unsafe conditions for pedestrians and cyclists. This surge in traffic is incompatible with the current residential nature of our area and will degrade the quality of life for all neighbors.

Danger to Elementary School Students Most critically, this project poses a direct threat to the safety of children attending nearby elementary schools. The combination of increased traffic and the loss of safe walking routes creates a dangerous environment for students who walk or bike to school. Parents are rightfully concerned that the proposed development will compromise the safety of our youngest residents, who are already vulnerable to the existing traffic challenges in the area.

I urge the Commission and Council to reject this proposal to protect our community’s safety, preserve our open spaces, and maintain the integrity of our neighborhood.

Angel Estrada

From: Angel Estrada
Sent: Wednesday, August 5, 2026 1:04 PM
To: Ivan Flores
Subject: FW: Form submission from: Public Comment

Categories: Flagged Follow-Up

Here is the public comment.

From: MunicodeEmails
Sent: Tuesday, August 4, 2026 8:52 PM
To: Garrett Smith ; Angel Estrada ; Dare DeLano
Subject: FW: Form submission from: Public Comment

From: Escondido Meetings Portal via Municode Portal <no-reply-portal@municodeweb.com>
Sent: Tuesday, August 4, 2026 8:51:44 PM (UTC-08:00) Pacific Time (US & Canada)
To: MunicodeEmails <MunicodeEmails@escondido.gov>
Subject: Form submission from: Public Comment

Submitted on Tuesday, August 4, 2026 - 8:51pm

Submitted by user: Visitor

Submitted values are:

Board or Commission for Public Comment Planning Commission
Email Maw8808@gmail.com
Council Meeting Date August 11
Item # Alexan Project
Subject Zoning change
Position In Opposition
First and Last Name Maria Wong
Are you an Escondido Resident? Yes
Comments
Do not destroy the single family home neighborhood and rural feel of the area by changing the zoning to allow a huge apartment complex to be built. There is a 2 lane road there so there will be major traffic issues. We already have enough new high density units in Escondido. Please do not destroy one of the last rural areas close to the city center. Maintain the character of our city. We do not need to turn into San Diego.

Ivan Flores

From: Garrett Smith
Sent: Thursday, November 12, 2026 8:14 AM
To: Ivan Flores
Cc: Angel Estrada
Subject: Fw: Form submission from: Public Comment

Categories: Brotherton EIR

Ivan -

Please see submitted public testimony below for Brotherton.

G.

From: MunicodeEmails <MunicodeEmails@escondido.gov>
Sent: Thursday, November 12, 2026 5:49 AM
To: Garrett Smith <Garrett.Smith@escondido.gov>; Angel Estrada <Angel.Estrada@escondido.gov>; Dare DeLano <Dare.DeLano@escondido.gov>
Subject: FW: Form submission from: Public Comment

From: Escondido Meetings Portal via Municode Portal <no-reply-portal@municodeweb.com>
Sent: Thursday, November 12, 2026 5:49:00 AM (UTC-08:00) Pacific Time (US & Canada)
To: MunicodeEmails <MunicodeEmails@escondido.gov>
Subject: Form submission from: Public Comment

Submitted on Thursday, November 12, 2026 - 5:48am

Submitted by user: Visitor

Submitted values are:

Board or Commission for Public Comment Planning Commission
Email catherinepla@gmail.com
Council Meeting Date 12/2/2026
Item # PL23-0273
Subject Brotherton project
Position In Opposition
First and Last Name Catherine Pla
Are you an Escondido Resident? Yes
Comments
Unless road widening and improvements are part of this project, it should not be considered. No

Ivan Flores

From: us@ultrasecurityusa.com
Sent: Saturday, November 14, 2026 6:25 PM
To: Zack Beck
Cc: Ivan Flores
Subject: getting photos into the council members packet
Attachments: Flow of traffic map.jpg; Bus needs to drive in the middle of the road - Brotherton.jpg; East side of Miller.jpg; West side of Miller.jpg; Additional West side of Miller.jpg; Current average view of Felicita Rd from Bethel lot.jpg

Categories: Brotherton EIR

You don't often get email from us@ultrasecurityusa.com. Learn why this is important

Hi Zack,

I am a long-time resident living on Rockwell Springs Ct across the street from the proposed PL23-0273/PL23-0274 Alexan and Bethel Church. I plan to speak at the December 2nd Council Meeting. I would like to get these photos on the screen while I speak if that is at all possible. It was also suggested to me that I ask you to put them into the council member's packet, so they have time to review before the meeting.

(see Flow of traffic map)
One of my largest concerns for this project is that there are 7 streets whose ONLY egress from their home is onto Felicita Road. These 7 streets or alleyways have approximately 100 homes on them. There are no lights or stop signs on Felicita to allow safe passage. These streets are all condensed within a half mile span of Felicita, DIRECTLY across the street from the main exit of the proposed Alexan complex. These streets are too close together to add stop signs or streetlights later. It is your responsibility to keep our communities safe with good planning. Knowingly boxing people in without a plan for safe exits from their neighborhood could leave the city open to future lawsuits. Our safety is literally in the councils' hands!

Another large issue is the narrow roadways without sidewalks on Brotherton and Miller. There are many residents who regularly walk the neighborhood between 6-7AM, because there are no sidewalks, we are forced to walk in the street or the ditch if there is too much traffic. The added traffic on these roads is going to force the city into a plan of widening the roads, adding sidewalks, and mitigating the water removal. I imagine adding proper storm drains to the entire area along Brotherton and Miller would be quite costly.

Lastly, this project is only allowing 1.4 parking spaces per home. I attended the first meeting at Bethel when Alexan was proposed, they were described as LUXURY apartments. It is extremely unrealistic to assume the residents of these apartment homes will have only one car. The more likely scenario is that for each family there will be 2 to 3 cars, more once their children start driving. Forcing these tenants to drive around the neighborhood to search for parking and placing the burden onto the exiting community is irresponsible. This could be considered poor planning on the part of the builders, but frankly it appears more like greed to me.

Thank you in advance for your time considering how THIS project would be bad in this location!

Sincerely,

Renee Ulaszek
Ultra Security

858-485-0698
us@UltraSecurityUSA.com

Ivan Flores

From: Garrett Smith
Sent: Saturday, November 14, 2026 11:19 AM
To: Ivan Flores
Cc: Angel Estrada
Subject: Fw: Form submission from: Public Comment

Categories: Brotherton EIR

Ivan -

Below is opposition testimony received concerning Brotherton.

G.

From: MunicodeEmails <MunicodeEmails@escondido.gov>
Sent: Thursday, November 12, 2026 11:06 PM
To: Garrett Smith <Garrett.Smith@escondido.gov>; Angel Estrada <Angel.Estrada@escondido.gov>; Dare DeLano <Dare.DeLano@escondido.gov>
Subject: FW: Form submission from: Public Comment

From: Escondido Meetings Portal via Municode Portal <no-reply-portal@municodeweb.com>
Sent: Thursday, November 12, 2026 10:43:45 PM (UTC-08:00) Pacific Time (US & Canada)
To: MunicodeEmails <MunicodeEmails@escondido.gov>
Subject: Form submission from: Public Comment

Submitted on Thursday, November 12, 2026 - 10:43pm

Submitted by user: Visitor

Submitted values are:

Board or Commission for Public Comment Planning Commission
Email heidiflies@hotmail.com
Council Meeting Date Dec 2, 2026
Item # PL23-0273
Subject Apartment complex
Position In Opposition
First and Last Name Heidi Huffman
Are you an Escondido Resident? Yes
Comments Traffic is already horrendous! No more!!

Ivan Flores

From: Doris Fisk <dafh1@aol.com>
Sent: Monday, November 16, 2026 8:54 PM
To: Ivan Flores
Subject: Alexan Bethel Project

Categories: Brotherton EIR

[You don't often get email from dafh1@aol.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Good Afternoon,

I am writing to find out where I can see the actual surface road improvements that are recommended for this project. I have noted a reference to some remediation efforts for traffic flow, but there doesn't appear to be any widening or adding of lanes, only a suggestion of lights and stop signs?
I'm specifically interested in Felicita east of the I15 towards Centre City, Citracado east of I15 to Centre City and west towards Gamble, and Gamble west of I15 to Bernardo Avenue. This project seems to assume that all the traffic generated from this development will utilize I15.

I would like more detail for the roads surrounding the project. I live in this area and frequently traffic diverts to the surrounding surface roads when there is congestion on the highway.

Additionally Bernardo Ave, south of Gamble is very heavily traveled and there is inadequate traffic control through this area with another new development being planned at Hamilton and Bernardo Ave.

Any maps or additional details would be welcomed to understand how the Escondido is planning for these issues.

Sincerely

Doris Fisk
Escondido Resident
dafh1@aol.com

Ivan Flores

From: Garrett Smith
Sent: Wednesday, November 18, 2026 3:17 PM
To: Ivan Flores
Cc: Dare DeLano; Angel Estrada
Subject: Fw: Form submission from: Public Comment

Ivan -

Please see testimony below concerning Brotherton.

G.

From: MunicodeEmails <MunicodeEmails@escondido.gov>
Sent: Wednesday, November 18, 2026 1:30 PM
To: Garrett Smith <Garrett.Smith@escondido.gov>; Angel Estrada <Angel.Estrada@escondido.gov>; Dare DeLano <Dare.DeLano@escondido.gov>
Subject: FW: Form submission from: Public Comment

From: Escondido Meetings Portal via Municode Portal <no-reply-portal@municodeweb.com>
Sent: Wednesday, November 18, 2026 1:30:04 PM (UTC-08:00) Pacific Time (US & Canada)
To: MunicodeEmails <MunicodeEmails@escondido.gov>
Subject: Form submission from: Public Comment

Submitted on Wednesday, November 18, 2026 - 1:30pm

Submitted by user: Visitor

Submitted values are:

Board or Commission for Public Comment Planning Commission
Email dewoodys1222@gmail.com
Council Meeting Date 12/2/26
Item # PL23-0273
Subject
Position In Opposition
First and Last Name Sandra DeWoody
Are you an Escondido Resident? Yes
Comments

RESOLUTION NO. 2026-185

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, CERTIFYING A FINAL ENVIRONMENTAL IMPACT REPORT AND ADOPTING FINDINGS OF FACT AND A MITIGATION MONITORING AND REPORTING PROGRAM PREPARED FOR THE ALEXAN AND BETHEL BAPTIST CHURCH PROJECT LOCATED AT 855 BROTHERTON ROAD

APPLICANT: TRAMMELL CROW RESIDENTIAL (C/O GREG MOSIEVE)

CASE NO: PL23-0273/PL23-0274/PL23-0275/PL23-0276/PL25 0275/PL26-0010/PL26-0219

WHEREAS, Trammell Crow Residential ("Applicant"), filed a land use development application, Planning Case Nos. PL23-0273/PL23-0274/PL23-0275/PL23-0276/PL25-0275/PL26-0010 ("Application") constituting a request for a General Plan Amendment to amend the land use for the property from Planned Office (PO) to Urban V (U5); a Zone Map Amendment to change zoning from Residential Estates (RE-20) to Very High Multiple Family District (R-5-30); a Major Plot Plan and Design Review Permit for construction of 258 multi-family units, inclusive of a Density Bonus Request ("Alexan"); a Conditional use Permit modification and Design Review Permit to modify an existing Conditional Use Permit and to demolish and reconstruct a sanctuary hall for approximately 600 individuals ("Bethel Baptist Church"); and a Grading Exemption to permit fill slopes and retaining walls up to 12'-0" in height, and an Adjustment Plat to adjust property boundaries to facilitate construction ("Project") on a 14.83-acre site located at 855 Brotherton Road, Escondido, CA (APN: 236-333-41-00/236-333-53-00), in the Residential Estates (RE-20) zone; and

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

WHEREAS, the Application was submitted to, and processed by, Planning Services 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, 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, pursuant to CEQA Guidelines Section 15063, the City opted to forgo the preparation of an Initial Study, and determined that an Environmental Impact Report ("EIR") would be prepared to address potential direct impacts associated with biology, cultural resources, hazards and hazardous materials, noise, transportation, and tribal cultural resources; and

WHEREAS, in accordance with the CEQA Guidelines Section 15082, the City issued and distributed a Notice of Preparation ("NOP") of the EIR to the State Clearinghouse, local and regional responsible agencies, and other interested parties on September 21, 2023, for a 30-day comment period, which ended on October 30, 2023. In addition to distribution of the NOP, a virtual public scoping meeting was held on October 11, 2023; and

WHEREAS, the City prepared and circulated a Draft Environmental Impact Report ("DEIR") for the Project for review and comment by the public agencies, and organizations pursuant to the CEQA Guidelines by filing of a Notice of Availability ("NOA") of the DEIR for review with the County Clerk of the County of San Diego. The NOA was also mailed to organizations and parties expressing interested in the Project on January 20, 2026, notifying the general public, public agencies, and interested individuals and

organizations that a 45-day public review period would be begin on January 22, 2026 and end on March 9, 2026. The NOA was also published in the Escondido Times-Advocate, and posted on the City's website; and

WHEREAS, on January 22, 2026, pursuant to the CEQA Guidelines Section 15085, the City filed a Notice of Completion ("NOC") of the DEIR with the Governor's Office of Land Use and Climate Innovation (Stateclearinghouse #2023090610), circulating the DEIR to State Agencies for review; and

WHEREAS, during the 45-day public comment period of the DEIR, the City consulted with and requested comments from all responsible and trustee agencies, other regulatory agencies and others pursuant to CEQA Guidelines Section 15086 and 15087; and

WHEREAS, the City has determined that the comments received on the DEIR did not contain any significant new information within the meaning of the CEQA Guidelines Section 15088.5, and therefore, recirculation of the DEIR is not required; and

WHEREAS, the City prepared a Final Environmental Impact ("FEIR") that contains the information required by CEQA Guidelines Section 15132, including the DEIR, the technical appendices and referenced documents; revisions and additions to those documents; public and agency comments on the DEIR; a list of persons, organizations, and agencies who comments on the DEIR, and the City's responses to said comments; and

WHEREAS, the FEIR concludes that all potentially significant environmental impacts would be mitigated to less-that-significant levels; and

WHEREAS, the Planning Commission did hold a duly noticed public hearing as prescribed by law to consider the certification of the FEIR on August 11, 2026, during which it considered all factors relating

to the FEIR and the Project, including additional evidence and public testimony from those wishing to be heard regarding certification of the FEIR; and

WHEREAS, at that meeting, the Planning Commission motioned to adopt Resolution No. 2026-08 recommending that the City Council certify the FEIR, adopt the CEQA Findings of Fact, and adopt the Mitigation Monitoring and Reporting Program ("MMRP"); and,

WHEREAS, the motion was tied with two in favor and two opposed; and

WHEREAS, pursuant to Public Resource Code Section 21092.5, the City provided a Notice of City Council Public Hearing to all organizations and individuals who had previously requested such notice, and published the Notice of Public Hearing in the Escondido Times-Advocate; and

WHEREAS, on December 2, 2026, the City Council held a duly noticed public hearing as prescribed by the law to the consider the Planning Commission's meeting, and City staff's recommendation, to certify the FEIR and approve the Project, during which it considered all factors related to the FEIR and the Project, including additional evidence and public testimony from those wishing to be heard regarding certification of the FEIR; and

WHEREAS, the City Council has carefully reviewed and considered all environmental documentation comprising the FEIR, including the DEIR and the revisions and additions thereto, the technical appendices and referenced documents, and the public comments and the responses thereto, contained in Exhibit "B" on file in the Office of the City Clerk and incorporated herein by this reference as though fully set forth herein, and has found that the Final EIR considers all potentially significant environmental impacts of the Project and is complete and adequate, and fully complies with all requirements of CEQA and the CEQA Guidelines; and

WHEREAS, at the December 2, 2026 public hearing, City Council members independently and jointly reviewed and analyzed the Draft and Final EIR, and these documents reflect the independent judgment of the City Council and the City as the Lead Agency for the Project. The City Council considered all significant impacts, mitigation measures, Project alternatives identified in the FEIR, and considered all written and oral communications from the public regarding the environmental analysis, and found that all potentially significant impacts of the Project have been reduced to a less-than-significant level; and

WHEREAS, CEQA and the CEQA Guidelines provide that no public agency shall approve or carry out a project for which an EIR has been completed that identifies one or more significant effects of the project unless the public agency makes certain written findings for each of the significant effects, accompanied by a statement of facts supporting each finding; and

WHEREAS, pursuant to CEQA Guidelines sections 15091 and 15097, the City of Escondido has prepared CEQA Findings of Fact, attached as Exhibit "C," and an MMRP, attached as Exhibit "D," which are incorporated herein by this reference as though fully set forth herein.

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. In determining whether the proposed Project has a significant impact on the environment, and in adopting these Findings pursuant to Public Resources Code section 21081, the City has based its decision on substantial evidence and has complied with Public Resources Code sections 21081.5 and 21082.2 and CEQA Guidelines section 15091(b). In addition, the City has analyzed the potential for adverse secondary impacts that could result from the mitigation measures proposed as part of the Project pursuant

to CEQA Guidelines section 15126.4(a)(1)(D), and finds that no additional significant adverse impacts would result from implementation of Project mitigation measures.

3. The Record of Proceedings upon which the City Council bases its decision includes, but is not limited to: (1) the FEIR and the appendices and technical reports cited in and/or relied upon in preparing the FEIR; (2) the staff reports, City files and records and other documents, prepared for and/or submitted to the City relating to the FEIR and the Project itself; (3) the evidence, facts, findings and other determinations set forth herein; (4) the General Plan and the Escondido Municipal Code; (5) all designs, plans, studies, data and correspondence submitted to the City in connection with the FEIR and the Project itself; (6) all documentary and oral evidence received at public workshops, meetings, and hearings or submitted to the City during the comment period relating to the FEIR and/or elsewhere during the course of the review of the Project itself; (7) the record of the Planning Commission meeting and City staff's recommendation; and (8) all other matters of common knowledge to the City, including, but not limited to, City, state, and federal laws, policies, rules, regulations, reports, records and projections related to development within the City and its surrounding areas.

4. The FEIR was published on the City's web site, made available for public review on July 22, 2026, and response to comments were forwarded to public agencies and others that provided comments on the DEIR. The FEIR also has been made available to the City Council to enable ample opportunity for individual review in advance of the public hearing.

5. The FEIR is adequate and provides good-faith disclosure of available information on the Project and all reasonable and feasible alternatives thereto.

6. The information provided in the various reports submitted in connection with the Project and in the responses to comments on the DEIR, the information added to the FEIR, and the evidence

presented in written and oral testimony at public hearings on the Project, do not constitute significant new information that would require recirculation of the EIR pursuant to Public Resources Code section 21092.1 and CEQA Guidelines section 15088.5.

7. The City has made no decisions that constitute an irretrievable commitment of resources toward the proposed Project prior to certification of the FEIR, nor has the City previously committed to a definite course of action with respect to the proposed Project.

8. The City Council finds and determines that the applicable provisions of CEQA and the State CEQA Guidelines have been duly observed in conjunction with said hearing and the considerations of this matter and all of the previous proceedings related thereto. The City Council finds and determines that (a) the FEIR is complete and adequate in scope and has been completed in compliance with CEQA and the State CEQA Guidelines for implementation thereof; (b) the FEIR was presented to the City Council, and the City Council has fully reviewed and considered the information in FEIR prior to approving the Project; and (c) the FEIR reflects the City Council' s independent judgment and analysis; and, therefore, the FEIR is hereby declared to be certified in relation to the subject of this Resolution. The FEIR and CEQA Findings of Fact are attached hereto as Exhibit “B” and Exhibit “C,” respectively, and are incorporated herein by reference as though fully set forth herein.

9. Pursuant to Public Resources Code section 21081.6 and CEQA Guidelines section 15091(d), the City Council hereby adopts and approves the MMRP with respect to the significant environmental effects identified in the FEIR, and hereby makes and adopts the provisions of the MMRP as conditions of approval for the Project. The MMRP is attached hereto as Exhibit “D,” which is incorporated herein by reference as through fully set forth herein.

10. This action is final on the date this Resolution is adopted by the City Council. Time limits for judicial review, as governed by Code of Civil Procedure section 1094.6, shall apply.

11. Pursuant to Public Resources Code section 21081.6(a)(2) and CEQA Guidelines section 15091(e), all documents and other materials which constitute the record of proceedings are located at the City of Escondido, City Hall. The City Clerk, whose office is located at 201 North Broadway, Escondido CA 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the City Council' s decision is based, which documents and materials shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

Exhibit "A"

Legal Description

PARCEL 1:

THE WESTERLY 150.00 FEET OF LOT 1 IN BLOCK 3 OF HOMELAND ACRES ADDITION TO ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 1205, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 1, 1909.

PARCEL 2:

ALL OF LOTS 1 AND 4 IN BLOCK 3 OF HOMELAND ACRES ADDITION TO ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1205, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 1, 1909.

EXCEPTING FROM SAID LOT 1, THE WESTERLY 150.00 FEET THEREOF.

ALSO EXCEPTING FROM SAID LOT 4, THE EASTERLY 264.00 FEET THEREOF.

ALSO EXCEPTING THAT PORTION LYING WITHIN THE NORTHERLY 13.00 FEET OF SAID LOTS 1 AND 4.

APN: 236-333-41-00 (Affects Parcel 1)
APN: 236-333-53-00 (Affects Parcel 2)

Exhibit "B"

Final Environmental Impact Report (SCH #2023090610)

Due to the number of pages of Exhibit "B," the following link has been provided to review the documents electronically on the City's website: Alexan Escondido and Bethel Baptist Church Project | Escondido, CA

OR

A physical copy of the Final Environmental Impact Report may also be viewed at the Planning Counter located at 201 N. Broadway, Escondido, CA 92025 during normal business hours Monday through Friday from 8:00 AM – 5:00 PM. Please contact the case planner ivan.flores@escondido.gov or via phone at 760-839-4529 for further information.

The Draft and Final Environmental Report ("EIR) files available at the link include the following:

- The full text of the Draft EIR
- All technical appendices included with the Draft EIR
- Final EIR
- Final EIR Introduction, Errata, Comments, and Response to Comments
- California Environmental Quality Act Findings
- Mitigation Monitoring and Reporting Program

Exhibit "C"

California Environmental Quality Act Findings of Fact for Alexan and Bethel Baptist Church Final Environmental Impact Report (SCH #2023090610)

Due to the number of pages of Exhibit "C," the following link has been provided to review the documents electronically on the City's website: Alexan Escondido and Bethel Baptist Church Project | Escondido, CA

OR

A physical copy of the California Environmental Quality Act Findings of Fact may also be viewed at the Planning Counter located at 201 N. Broadway, Escondido, CA 92025 during normal business hours Monday through Friday from 8:00 AM – 5:00 PM. Please contact the case planner ivan.flores@escondido.gov or via phone at 760-839-4529 for further information.

Table 4-1
MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
Biological Resources								
BIO-1	**Avoidance of Nesting Birds.** Prior to the issuance of grading or demolition permits, the City of Escondido shall verify that the following measure is shown on the grading and demolition plans: If trimming, grubbing, or vegetation clearing occurs within the nesting season (January 15 to August 31), nesting bird surveys for migratory birds and raptors shall be performed for the proposed impact area and a 300-foot buffer, where accessible, by a qualified biologist no more than 72 hours before the start of vegetation removal. If active nests are found, no-work buffers of no less than 50 feet and no more than 300 feet (for raptor species) shall be established around active nests identified within and adjacent to the project site. The qualified biologist shall determine the appropriate buffer size and level of nest monitoring necessary based on agency protocols or the species' life history, the species' sensitivity to disturbances, individual behavior, status of nest, location of nest and site conditions, presence of screening vegetation, anticipated project construction activities, ambient noise levels compared to project-related noise levels, existing non- project-related disturbances in vicinity, and existing levels of human activity. The no-work buffer shall be flagged and mapped on the construction plans and maintained until the nesting cycle is determined by the qualified biologist to	Applicant/ Contractor	Prior to Grading or Demolition Permit Issuance and During Construction between January 15 and August 31	City Planning Division	Prior to Grading or Demolition Permit Issuance and During Construction between January 15 and August 31			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	be complete. Construction shall be allowed to continue outside of the no-work buffers. Periodic monitoring, at intervals determined to be necessary by the qualified biologist, of active nests shall occur to ensure the Project does not result in the failure of the nest. At the discretion of the qualified biologist, additional minimization measures may be implemented if a nesting bird appears to be stressed as a result of project activities and the no-work buffer does not appear to provide adequate protection. Buffer sizes may also be reduced, or the extent of nest monitoring may be reduced, at the discretion of the qualified biologist. Any changes to buffer sizes and/or nest monitoring frequency shall be documented and provided to the City of Escondido.							
BIO-2	**Sensitive Vegetation Communities: Non-native Grassland**. Prior to the issuance of a grading permit, direct impacts to 7.18 acres of non-native grassland shall be mitigated at a 0.5:1 ratio through purchase of mitigation credits at an approved mitigation bank.	Applicant	Prior to Grading Permit Issuance	City Planning Division	Prior to Grading Permit Issuance			
BIO-3	**BIO-3**: **Sensitive Vegetation Communities: Emergent Wetland.** Prior to the issuance of a grading permit, direct impacts to 0.31 acre of emergent wetland shall be mitigated at a 3:1 ratio through off-site restoration, enhancement, and/or establishment/re-establishment or purchase of mitigation credits at a mitigation bank holding a Bank Instrument executed with the California Department of Fish and Wildlife (CDFW). Final mitigation requirements for impacts to emergent wetland shall be determined in consultation with the resource agencies (U.S. Army Corps of Engineers, CDFW, and Regional Water Quality Control Board) during the wetland permitting process.	Applicant	Prior to Grading Permit Issuance	City Planning Division, Resource Agencies (U.S. Army Corps of Engineers, CDFW, and Regional Water Quality Control Board)	Prior to Grading Permit Issuance			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
Cultural Resources								
CUL-1	**Tribal Cultural Resource Treatment and Monitoring Agreement**. If requested by one or more participating tribes, the applicant shall enter into a Tribal Cultural Resource Treatment and Monitoring Agreement (also known as a pre-excavation agreement) with a tribe that is traditionally and culturally affiliated with the project area ("TCA Tribe") prior to issuance of a grading permit to be submitted to the City. The purposes of the agreement are: (1) to provide the applicant with clear expectations regarding tribal cultural resources; and (2) to formalize protocols and procedures between the City, applicant, and the TCA Tribe(s) per the measures in this document for the protection and treatment of, including but not limited to, Native American human remains; funerary objects; cultural and religious landscapes; ceremonial items; traditional gathering areas; and cultural items located and/or discovered through a monitoring program in conjunction with the construction of the proposed project, including additional archaeological surveys and/or studies, excavations, geotechnical investigations, grading, and all other ground disturbing activities. A fully executed copy of the agreement and a wet-signed copy of the monitoring plan shall be provided to the City's Planning Department to ensure compliance with the conditions of approval.	Applicant/ Contractor, TCA Tribe	Prior to Grading Permit Issuance	City Planning Division	Prior to Grading Permit Issuance			
CUL-2	**Cultural Resources Monitoring Program**. Prior to issuance of a grading permit, the applicant shall retain an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for archaeology ("qualified archaeologist") to prepare a Cultural Resources Monitoring Program (CRMP) in coordination with participating tribe(s). The CRMP shall include any additional information that can be	Applicant/ Contractor, Archaeologist, TCA Tribe	Prior to Grading Permit Issuance	City Planning Division	Prior to Grading Permit Issuance			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	utilized to determine the appropriate monitoring program. The qualified archeologist and Native American monitor(s) associated with TCA Tribe(s) shall implement the monitoring program, as described in the CRMP. The archaeologist shall be responsible for coordinating with the Native American monitor(s). Verification shall be presented to the City in a letter from the qualified archaeologist that confirms that Native American monitor(s) representing requesting TCA Tribes have been retained. The City, prior to any pre-construction meeting, shall approve all persons involved in the monitoring program.							
CUL-3	**Pre-construction Meeting.** The qualified archaeologist and Native American monitor(s) shall attend the pre-grading meeting with the construction contractor to explain and coordinate the requirements of the CRMP.	Applicant/ Contractor, Archaeologist, TCA Tribe	Pre-grading Meeting	City Planning Division	Prior to Commencement of Grading			
CUL-4	**Archaeological and Native American Monitoring.** The qualified archaeologist and the Native American monitor(s) shall be on site as required by the CRMP during the initial grubbing, site grading, excavation or disturbance of the ground surface. The CRMP shall include protocols for monitoring and, if applicable, shall include any additional information and related monitoring procedures for specific areas of the project site that have been previously disturbed. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of tribal cultural resources as defined in California Public Resources Code Section 21074. Archaeological and Native American monitoring shall be discontinued when the depth of grading and soil conditions no longer retain the potential to contain cultural deposits. The qualified archaeologist, in consultation with the Native American monitor(s),	Applicant/ Contractor, Archaeologist, TCA Tribe	During Construction	City Planning Division	During Construction			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	shall be responsible for determining the duration and frequency of monitoring.							
CUL-5	**Cultural Resources Discovery.** In the event that previously unidentified cultural resources that qualify as historical, unique archaeological, and/or tribal cultural resources are discovered, the qualified archaeologist and the Native American monitor(s), shall have the authority to temporarily divert or temporarily halt ground disturbance in the area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so the monitored activity can proceed.	Applicant/ Contractor, Archaeologist, TCA Tribe	During Construction	City Planning Division	P During Construction			
CUL-6	**Assessment of Cultural Resources Discovery**. If a potentially significant historical, unique archaeological, and/or tribal cultural resource is discovered, the qualified archaeologist shall notify the City of said discovery. The qualified archaeologist, in consultation with the City, the affiliated Tribes identified through state-mandated consultation, and the Native American monitor(s), shall determine the significance of the discovered resource. A recommendation for the tribal cultural resource's treatment and disposition shall be made by the qualified archaeologist in consultation with the TCA Tribe(s) and the Native American monitor(s) and be submitted to the City for review and approval.	Applicant/ Contractor, Archaeologist, TCA Tribe	During Construction	City Planning Division	During Construction			
CUL-7	**Cultural Material Recovery.** The avoidance and/or preservation of the significant cultural resource (historical, unique archaeological and/or tribal cultural resource) or Native American remains must first be considered and evaluated as required by CEQA. Where any significant cultural resources have been	Applicant/ Contractor, Archaeologist, TCA Tribe	During Construction	City Planning Division	During Construction			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	discovered and avoidance and/or preservation measures are deemed to be infeasible by the City, then consultation with the affiliated Tribes must be conducted to determine methods to mitigate impacts. Should data recovery be determined as appropriate, the qualified archaeologist (using professional archaeological methods), in consultation with the TCA Tribe(s) and the Native American monitor(s), shall prepare a research design and data recovery program, subject to approval by the City. The archaeological monitor, in consultation with the Native American monitor(s), shall determine the amount of material to be recovered for an adequate artifact sample for analysis. Before construction activities are allowed to resume in the affected area, the research design and data recovery program activities must be concluded to the satisfaction of the City.							
CUL-8	**Discovery of Human Remains.** As specified by California Health and Safety Code Section 7050.5, if human remains are found on the project site during construction or during archaeological work, the person responsible for the excavation, or their authorized representative, shall immediately notify the San Diego County Coroner's office. Determination of whether the remains are human shall be conducted on-site and in situ where they were discovered by a forensic anthropologist, unless the forensic anthropologist and the Native American monitor(s) agree to remove the remains to an off-site location for examination. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the Coroner has made the necessary findings as to origin and disposition. A temporary construction exclusion zone shall be established surrounding the area of the discovery so	Applicant/ Contractor, Archaeologist, TCA Tribe, San Diego County Coroner's Office, Native American Heritage Commission	During Construction	City Planning Division	During Construction			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	that the area is protected, and consultation and treatment can occur as prescribed by law. In the event that the remains are determined to be of Native American origin, the Most Likely Descendant, as identified by the Native American Heritage Commission, shall be contacted in order to determine proper treatment and disposition of the remains in accordance with California Public Resources Code Section 5097.98. The Native American remains shall be kept in-situ, or in a secure location in close proximity to where they were found, and the analysis of the remains shall only occur on-site in the presence of a Native American monitor.							
CUL-9	**Tribal Cultural Resources.** If the qualified archaeologist elects to collect any archaeological materials that qualify as tribal cultural resources, the Native American monitor(s) must be present during any testing or cataloging of those resources. Moreover, if the qualified archaeologist does not collect the unearthed archaeological materials that qualify as tribal cultural resources, a Native American monitor may, at their discretion, collect the materials. All materials are to be kept on the project site in a secured location as agreed upon by the TCA Tribe(s) for later reburial on-site. Invasive or non-invasive testing is prohibited unless prior written permission from the affiliated Tribes has been received. Should the affiliated Tribes decline the collection, the collection shall be curated at a San Diego curation facility or a culturally-affiliated Tribal curation facility that meets federal standards per 36 CFR Part 79. All other resources determined by the qualified archaeologist, in consultation with the Native American monitor(s), to not be tribal cultural resources, shall be curated at the San Diego Archaeological Center. The project	Applicant/ Contractor, Archaeologist, TCA Tribe, Curation Facility or San Diego Archaeological Center	During and After Construction	City Planning Division	During and After Construction			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	archaeologist must provide written proof to the City's Planning Division that the San Diego Archaeological Center accepted and received the collections within 6 weeks upon completion of the Final Monitoring Report.							
CUL-10	**Monitoring/Evaluation Report.** Prior to the release of the grading bond, a monitoring report and/or evaluation report, if appropriate, which describes the results, analysis, and conclusion of the archaeological monitoring program and any data recovery program on the project site shall be submitted by the qualified archaeologist to the City. The Native American monitor(s) shall be responsible for providing any notes or comments to the qualified archaeologist in a timely manner to be submitted with the report. The report shall include California Department of Parks and Recreation Primary and Archaeological Site Forms for any newly discovered resources.	Applicant/ Contractor, Archaeologist, and TCA Tribe	Prior to Release of Grading Bond	City Planning Division	Prior to Release of Grading Bond			
Hazards and Hazardous Materials								
HAZ-1	**HAZ-1: Soil Sampling, Removal, and Disposal**. Prior to the issuance of a grading permit, the project applicant shall conduct near surface soil sampling and analysis in the southeastern portion of the site, limited to the area identified as Grid E6 on Figure 4.7-1[1], to define the limits of on-site soils impacted by dieldrin under the guidance of a qualified environmental consultant that is a State of California licensed professional engineer or geologist with environmental assessment and remediation experience. A soil sampling and removal report that delineates the limits of impacted soils and identifies recommendations regarding excavation, removal, and disposal of impacted soils shall be prepared and submitted for approval to the City's	Applicant/ Contractor	Prior to Grading Permit Issuance	City Development Services Department; DEHQ and DTSC or RWQCB	Prior to Grading Permit Issuance			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	Development Services Department. The site-specific recommendations identified in the soil sampling and removal report shall be implemented by the construction contractor during grading activities, and impacted soils shall be disposed of at an appropriate disposal facility. Following completion of grading activities and soil removal and disposal, the project applicant's qualified environmental consultant shall provide a letter to the City's Development Services Department documenting that impacted soils were removed and disposed of in accordance with the recommendations in the soil sampling and removal report and at a disposal facility permitted to receive the impacted soils.							
HAZ-2	**Asbestos-Containing Materials and Lead-Based Paint Survey and Disposal**. Prior to issuance of a demolition or grading permit, an asbestos and lead survey shall be conducted on the project site by a licensed asbestos/lead contractor. If the survey identifies hazardous building materials, the project applicant shall complete the necessary remediation identified in the survey prior to commencement of demolition activities in accordance with applicable laws, including Occupational Safety and Health Administration (OSHA) guidelines, to ensure that no hazards to the demolition crew, adjacent residents, or others are created by exposure to hazardous building materials. The project applicant shall provide a letter to the City's Development Services Department stating that a licensed asbestos/lead contractor has been retained at the project applicant's expense to conduct the asbestos and lead survey, and a letter report summarizing the conclusions and recommendations of the asbestos and lead survey shall be prepared and	Applicant/ Contractor	Prior to Demolition or Grading Permit Issuance	City Development Services Department	Prior to Demolition or Grading Permit Issuance			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	submitted to the City's Development Services Department.							
Noise								
NOI-1	**Vibratory Roller Usage Limits.** Vibratory rollers shall be used in static mode only (no vibrations) when operating within 80 feet of an occupied residential building, as shown in Figure 4.9-2, *Vibratory Roller Static Mode Usage Area*[2], of this EIR. The contractor shall specify vibratory roller model, size, or operating mode restrictions on all demolition, grading, and construction permits.	Applicant/ Contractor	During Construction	City Planning Division	Prior to Demolition or Grading Permit Issuance and During Construction			
Transportation								
TRA-1	**Vehicle Miles Traveled.** Prior to issuance of certificate of occupancy, the applicant shall install the following pedestrian and network infrastructure improvements, pursuant to the City's VMT Exchange Program as well as Safe Routes to Schools assessments that identify improvements applicable to the VMT Exchange Program, to reduce the VMT generated by the proposed project. The following improvements are listed with their total projected reduction in project VMT, as calculated by the VMT Exchange Program: • Near Miller Elementary School and the project site o Miller Avenue/Montview Drive – install high visibility crosswalks on the south and west legs (reduction of 30 VMT) o Brotherton Road/Felicita Road – install a high visibility crosswalk on the east leg, and a Rapid Rectangular Flashing Beacon system to the south leg (reduction of 45 VMT) o Brotherton Road/mid-block Miller Elementary School crossing - install high visibility crosswalk, 2 pedestrian ramps, and a	Applicant	Prior to the Issuance of a Certificate of Occupancy	City Planning Division	Prior to the Issuance of a Certificate of Occupancy			

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	Rapid Rectangular Flashing Beacon system. (reduction of 62 VMT) o Brotherton Road/Miller Avenue – install high visibility crosswalks on the north and east legs (reduction of 30 VMT) o Brotherton Road/Centre City Parkway – install a high visibility crosswalk on the west leg, and pedestrian curb ramps on the northwest and southwest corner (reduction of 31 VMT) o Citracado Parkway/Felicita Road – install a high visibility crosswalk on all four legs (reduction of 60 VMT) o Citracado Parkway/Miller Avenue – construct 112 feet of new sidewalk along the north side of Citracado Parkway from the end of the Caltrans R/W to the northwest corner of its intersection with Miller Avenue, and install a pedestrian ramp on the northwest corner (reduction of 15 VMT) o Citracado Parkway/Centre City Parkway – install high visibility crosswalks on the north leg and on the north leg of Centre City Parkway Frontage Road (reduction of 30 VMT) o Felicita Road/Palm Terrace - install a high visibility crosswalk and new pedestrian ramp on northeast corner (reduction of 23 VMT). o New sidewalk – new sidewalk on the east side of Felicita Road between Brotherton Road and the current sidewalk about 320 feet to the north and from the project's south boundary to Palm Terrace (reduction of 24 VMT).							

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	• Near Bernardo Elementary School o Bernardo Avenue/Hamilton Lane – install high visibility crosswalks on the north and west legs (reduction of 30 VMT) o Bernardo Avenue/Dexter Place – install a high visibility crosswalk on the west leg (reduction of 15 VMT) o Mountain Heights Drive/Sunrise Way – install a high visibility crosswalk on the north leg (reduction of 15 VMT) • Near Del Dios Academy of Arts and Sciences School o 9th Avenue/Valley Parkway - install high visibility crosswalks on all four legs (reduction of 60 VMT) o 9th Avenue/Auto Park Way – install high visibility crosswalks on the north, south, and west legs (reduction of 45 VMT) • Near Del Lago Academy High School o Crescent Knolls Glen/Scenic Trail Way – install high visibility crosswalks on the north and west legs (reduction of 30 VMT) o Citracado Parkway/Scenic Trail Way – install high visibility crosswalk on all four legs (reduction of 60 VMT) • Near Juniper Elementary School o Juniper Street/Felicita Avenue – install high visibility crosswalk on all four legs (reduction of 60 VMT) o Juniper Street/Green Avenue – install a high visibility crosswalk at the west leg (reduction of 15 VMT)							

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	○ Juniper Street/El Dorado Avenue - install a high visibility crosswalk at the east leg (reduction of 15 VMT) ○ Juniper Street/Vermont Avenue - install a high visibility crosswalk at the west leg (reduction of 15 VMT) ○ Juniper Street/Cyprus Crest Terrace - install a high visibility crosswalk at the east leg (reduction of 15 VMT) • Near L.R. Green Elementary School ○ Bear Valley Parkway/Canyon Road – install high visibility crosswalks on the west, south, and east legs (reduction of 45 VMT) ○ Casteneda Drive/L.R. Green Elementary School south entrance – install a high visibility crosswalk (reduction of 15 VMT) • Near Orange Glen Elementary School ○ East Valley Parkway/James Street – install high visibility crosswalks on the north and east legs (reduction of 30 VMT) ○ Falconer Road/Walnut Glen - install a high visibility crosswalk on the west leg (reduction of 15 VMT) ○ Falconer Road/Hypoint Avenue - install a high visibility crosswalk on the east leg (reduction of 15 VMT) ○ East Valley Parkway/Bear Valley Parkway - install high visibility crosswalks on the west and south legs (reduction of 30 VMT) ○ Bear Valley parkway/Belfast Glen - install a high visibility crosswalk on the east leg (reduction of 15 VMT)							

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	• Near Orange Glen High School o Bear Valley Parkway/Midway Drive/Patriot Place - install high visibility crosswalks on all four legs (reduction of 60 VMT) o Glenridge Road/High School Driveway - add advance yield markings to existing mid-block high visibility crosswalk (reduction of 30 VMT) o Glenridge Road/Mountain View Drive - add advance yield markings to existing high visibility crosswalks (reduction of 30 VMT) o Bear Valley Parkway/Glenridge Road - install high visibility crosswalks on the east and north legs (reduction of 30 VMT) • Near Central Elementary School o Third Avenue/South Broadway - install high visibility crosswalks on all four legs (reduction of 60 VMT) o Third Avenue/South Broadway - install advance yield markings to north and south intersection approaches (reduction of 30 VMT) o Third Avenue/Maple Street - install high visibility crosswalks on all four legs (reduction of 60 VMT) o Fourth Avenue/Maple Street - install a high visibility crosswalk on the west leg (reduction of 15 VMT) o Fourth Avenue/South Broadway - install high visibility crosswalks on the north, east, and south legs (reduction of 45 VMT)							

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
	• Other City intersections o Citracado Parkway/South Escondido Boulevard – install high visibility crosswalks on the north and east leg (reduction of 30 VMT)Auto Park Way/Hale Avenue – install high visibility crosswalks on all four legs (reduction of 60 VMT) o Valley Parkway/Home Depot Center – install high visibility crosswalks on the south and west legs (reduction of 30 VMT) o Valley Parkway/11th Avenue – install high visibility crosswalks on the north, east, and west legs (reduction of 45 VMT) o La Terraza Boulevard/9th Avenue – install high visibility crosswalks on all four legs (reduction of 60 VMT) o 9th Avenue/Tulip Street – install high visibility crosswalks on all four legs (reduction of 60 VMT) o Centre City Parkway/9th Avenue – install high visibility crosswalks on the west, east, and south legs (reduction of 45 VMT) o Pine Street/9th Avenue – install high visibility crosswalks on the north and south legs (reduction of 30 VMT) o Valley Parkway/Juniper Street – install high visibility crosswalks on all four legs (reduction of 60 VMT) o Via Rancho Parkway/Quiet Hills Drive – install high visibility crosswalks on all four legs (reduction of 60 VMT) o Via Rancho Parkway/Beethoven Drive – install high visibility crosswalks on the west, east, and north legs (reduction of 45 VMT)							

Mitigation Number	Mitigation Measure	Implementation Responsibility	Implementation Timing	Monitoring Responsibility	Monitoring Timing	Verification Of Compliance		
						Initials	Date	Remarks
Tribal Cultural Resources								
	Refer to mitigation measures CUL-1 through CUL-10 under Cultural Resources, above.							

[1] Draft EIR Figure 4.7-1 is included at the end of this MMRP for ease of reference.

[2] Draft EIR Figure 4.9-2 is included at the end of this MMRP for ease of reference.

RESOLUTION NO. 2026-186

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING AMENDMENTS TO THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATION OF THE PROJECT SITE FROM PLANNED OFFICE TO URBAN V AND TO APPROVE OTHER ANCILLARY GENERAL PLAN AMENDMENTS TO SUPPORT THE ALEXAN AND BETHEL BAPTIST PROJECT

APPLICANT: TRAMMELL CROW RESIDENTIAL (C/O GREG MOSIEVE)

CASE NO: PL23-0273/PL23-0274/PL23-0275/PL23-0276/PL25 0275/PL26-0010/PL26-0219

WHEREAS, Trammell Crow Residential ("Applicant"), filed a land use development application, Planning Case Nos. PL23-0273/PL23-0274/PL23-0275/PL23-0276/PL25-0275/PL26-0010 ("Application") constituting a request for a General Plan Amendment to amend the land use for the property from Planned Office (PO) to Urban V (U5); a Zone Map Amendment to change zoning from Residential Estates (RE-20) to Very High Multiple Family District (R-5-30); a Major Plot Plan and Design Review Permit for construction of 258 multi-family units, inclusive of a Density Bonus Request ("Alexan"); a Conditional use Permit modification and Design Review Permit to modify an existing Conditional Use Permit and to demolish and reconstruct a sanctuary hall for approximately 600 individuals ("Bethel Baptist Church"); and a Grading Exemption to permit fill slopes and retaining walls up to 12'-0" in height, and an Adjustment Plat to adjust property boundaries to facilitate construction ("Project") on a 14.83-acre site located at 855 Brotherton Road, Escondido, CA (APN: 236-333-41-00/236-333-53-00), in the Residential Estates (RE-20) zone; and

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

WHEREAS, the Application was submitted to, and processed by, Planning Services 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, 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, on December` 2, 2026, in furtherance of the Project, the City Council adopted Resolution No. 2026-185, certifying the Final Environmental Impact Report, adopting CEQA Findings of Fact and a Mitigation Monitoring and Reporting Program, prepared for the Project; and

WHEREAS, the Planning Services of the Development Services Department completed its review and scheduled a public hearing the Project before the Planning Commission for August 11, 2026, at which interested persons were given the opportunity to appear and present their views with respect to said Project. Following the public hearing, the Planning Commission's motion to adopt Resolution No. 2026-08 failed to pass; however, staff's recommendation to approve remains unchanged; and

WHEREAS, the City Council of the City of Escondido is authorized by State Law to adopt and, from time to time, amend the General Plan governing the physical development of the City of Escondido; and

WHEREAS, the City Council held a duly noticed public hearing on December 2, 2026, as prescribed by law, at which time the City Council received and considered the staff report, dated December 2, 2026 with attachments, and recommendation of the Planning Service Area, and gave all persons full

opportunity to be heard and to present evidence and testimony regarding the Project. Evidence was submitted to and considered by the City Council, including, without limitation:

a) Written information including all application materials and other written and graphical information posted on the project website.
b) Oral testimony from City staff, interested parties, and the public.
c) The City Council staff report, dated December 2, 2026, which along with its attachments, is incorporated herein by this reference as though fully set forth herein.
d) Additional information submitted during the public hearing; and

WHEREAS, during the duly noticed public hearing on December 2, 2026, the City Council found that the General Plan Amendment request was consistent with the City's adopted General Plan as detailed in the Planning Commission staff report, dated August 11, 2026; and

WHEREAS, the General Plan Amendment for the Project constitutes the second amendment in the 2026 calendar year to the City's adopted Chapter II: Land Use and Community Form which serves as the City's Land Use Element, and is therefore compliant with Government Code section 65358(b); and

WHEREAS, pursuant to the California Environmental Quality Act, a Final Environmental Impact Report (Stateclearinghouse No. 2023090610) relative to the Project was prepared and the City Council has certified it, along with adopting the CEQA Findings of Fact and the Mitigation Monitoring and Reporting Program, through adoption of Resolution No. 2026-185 and

WHEREAS, the Project is a permitted use within the Very High Multiple Family Residential District (R-5-30), subject to the approval of the General Plan Amendment, Zone Map Amendment, a Major Plot Plan and Design Review Permit for construction of 258 multi-family units, inclusive of a Density Bonus Request ("Alexan"); and, a Conditional use Permit modification and Design Review Permit to modify an

existing Conditional Use Permit and to demolish and reconstruct a sanctuary hall for approximately 600 individuals ("Bethel Baptist Church"); and a Grading Exemption to permit fill slopes and retaining walls up to 12'-0" in height, and an Adjustment Plat to adjust property boundaries, in accordance with the applicable provisions of Chapter 33 (Escondido Zoning Code) of the Escondido Municipal Code; and

WHEREAS, the City Council reviewed all aspects comprising the Project, and, concurrently with the consideration of City Council Resolution No. 2026-186 (**GPA Resolution)**, the City Council considered City Council Ordinance No. 2026-21 **(ZMA Ordinance)**, which would approve a Zone Map Amendment to be consistent with the proposed General Plan Amendment, and Resolution No. 2026-187 (consisting of a Major Plot Plan, Adjustment Plat, Density Bonus Request, and Design Review Permit) and Resolution No. 2026-188 (consisting of a Modification to a Conditional Use Permit and Design Review Permit). The actions contemplated by City Council Resolution No. 2026-186 and Ordinance No. 2026-21, together, would govern the physical development of the Property; and

WHEREAS, the City Council finds and approves the General Plan Amendment to amend Chapter II: Land Use and Community Form to amend the General Plan Land Use Designation from Planned Office (PO)to Urban V (U5), as depicted and set forth in Exhibit "B", and incorporated herein by reference as though fully set forth herein; and

WHEREAS, the City Clerk, whose office is located at 201 North Broadway, Escondido, California 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the City Council's decision is based, which documents and material shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

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

1. The above recitations are true and correct.

2. That the Factors to be Considered/ Findings of Fact, attached as Exhibit "C" hereto and incorporated by this reference, were made by the City Council, and upon their consideration along with the staff reports, public testimony presented at the hearing, and all other oral and written evidence of the Project, the City Council approves the General Plan Amendment, in furtherance of the Project generally described in the City Council Staff Report, dated December 2, 2026.

3. The development plans for the Project are on file in the Planning Service Area 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 General Plan Amendment as set forth is **approved**.

4. That concurrently with this Resolution, the City Council is taking a number of actions in furtherance of the Project, as generally described in the December 2, 2026, City Council staff report. No single component of the series of actions made in connection with the Project shall be effective unless and until it is approved by an Ordinance or Resolution and is procedurally effective in the manner provided by state law.

BE IT FURTHER RESOLVED that, pursuant to Government Code Section 66020 (d)(1):

1. NOTICE IS HEREBY GIVEN that the Project is subject to dedications, reservations, and exactions, as specified in the Conditions of Approval. The Project is subject to certain fees described in the City of Escondido's Development Fee Inventory on file in the Development Services Department. The

Applicant shall be required to pay all development fees of the City then in effect at the time, and in such amounts as may prevail when the building permits are issued. It is the City's intent that the cost representing future development's share of public facilities and capital improvements be imposed to ensure that new development pays the capital cost associated with growth. The Applicant is advised to review the Planned Fee Updates portion of the webpages, www.escondido.gov, and regularly monitor and/or review fee-related information to plan for the cost associated with the undertaking of the Project.

2. NOTICE IS FURTHER GIVEN that the 90-day period during which to protest the imposition of any fee, dedication, reservation, or other exaction described in this Resolution begins on the effective date of this Resolution, and any such protest must be in a manner that complies with Government Code Section 660020.

Exhibit "A"

Legal Description

PARCEL 1:

THE WESTERLY 150.00 FEET OF LOT 1 IN BLOCK 3 OF HOMELAND ACRES ADDITION TO ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 1205, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 1, 1909.

PARCEL 2:

ALL OF LOTS 1 AND 4 IN BLOCK 3 OF HOMELAND ACRES ADDITION TO ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1205, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 1, 1909.

EXCEPTING FROM SAID LOT 1, THE WESTERLY 150.00 FEET THEREOF.

ALSO EXCEPTING FROM SAID LOT 4, THE EASTERLY 264.00 FEET THEREOF.

ALSO EXCEPTING THAT PORTION LYING WITHIN THE NORTHERLY 13.00 FEET OF SAID LOTS 1 AND 4.

APN: 236-333-41-00 (Affects Parcel 1)
APN: 236-333-53-00 (Affects Parcel 2)

Exhibit "B"

General Plan Amendment at 855 Brotherton Road, Escondido, CA

I. Land Use Element – Land Use Designation Map

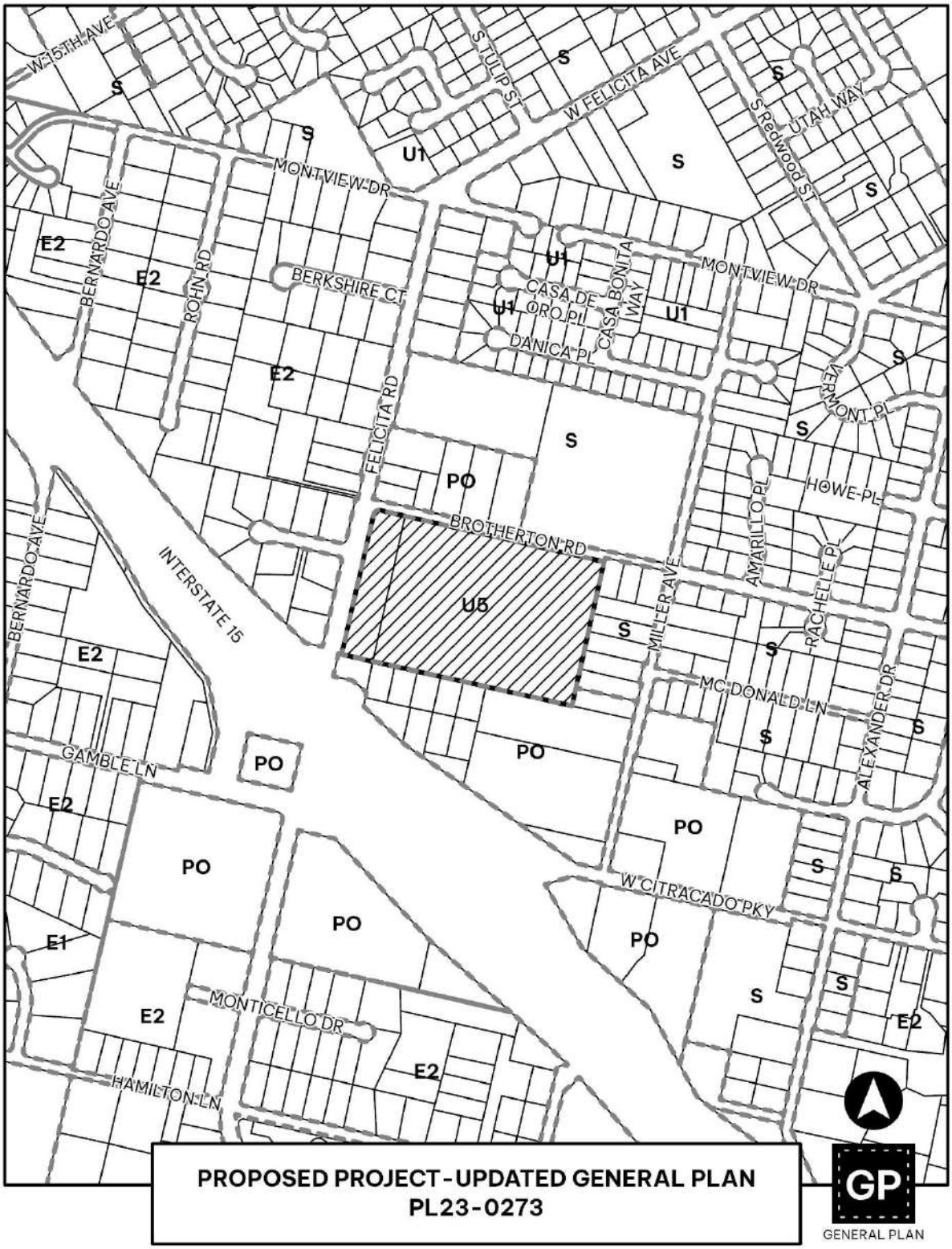
The Escondido General Plan Land Use Map, as identified in the City's 2012 adopted General Plan, and as attached hereto and made a part hereof, is amended for the parcel referenced above. The subject parcel will carry the General Plan land use designation of Urban V as depicted in the image below.

The parcels associated with the proposed General Plan Amendment (PL24-0157) is as follows:

APN	Existing General Plan Land Use Designation	Proposed Land Use Designation
236-333-41-00	Planned Office (PO)	Urban V (U5)
236-333-53-00	Planned Office (PO)	Urban V (U5)

The map amends the following in the General Plan Land Use Element:

- Page II-3 (Figure 11-1): Project site to be changed from Planned Office (PO) to Urban V (U5).


W 15TH AVE
S TULIP ST
W FELICITA AVE
S Redwood ST
UTAH WAY
MONTVIEW DR
BERNARDO AVE
ROHN RD
BERKSHIRE CT
CASA DE ORO PL
CASA BONITA WAY
DANICA PL
VERMONT PL
FELICITA RD
HOWE PL
AMARILLO PL
BROTHERTON RD
INTERSTATE 15
MILLER AVE
RACHELLE PL
MCDONALD LN
ALEXANDER DR
GAMBLE LN
W CITRACADO PKY
MONTICELLO DR
HAMILTON LN
S
E2
E1
U1
U5
PO
PROPOSED PROJECT - UPDATED GENERAL PLAN
PL23-0273
GP
GENERAL PLAN

II. Land Use Element – Target Area

Amendments to the Land Use Element (strikeout is used to denote existing text being deleted; underline Is used to denote next being added):

Page II-85: Graphic (Figure II-29) and text to be inserted for Felicita Corporate Office Target Area, and revised figure as follows:

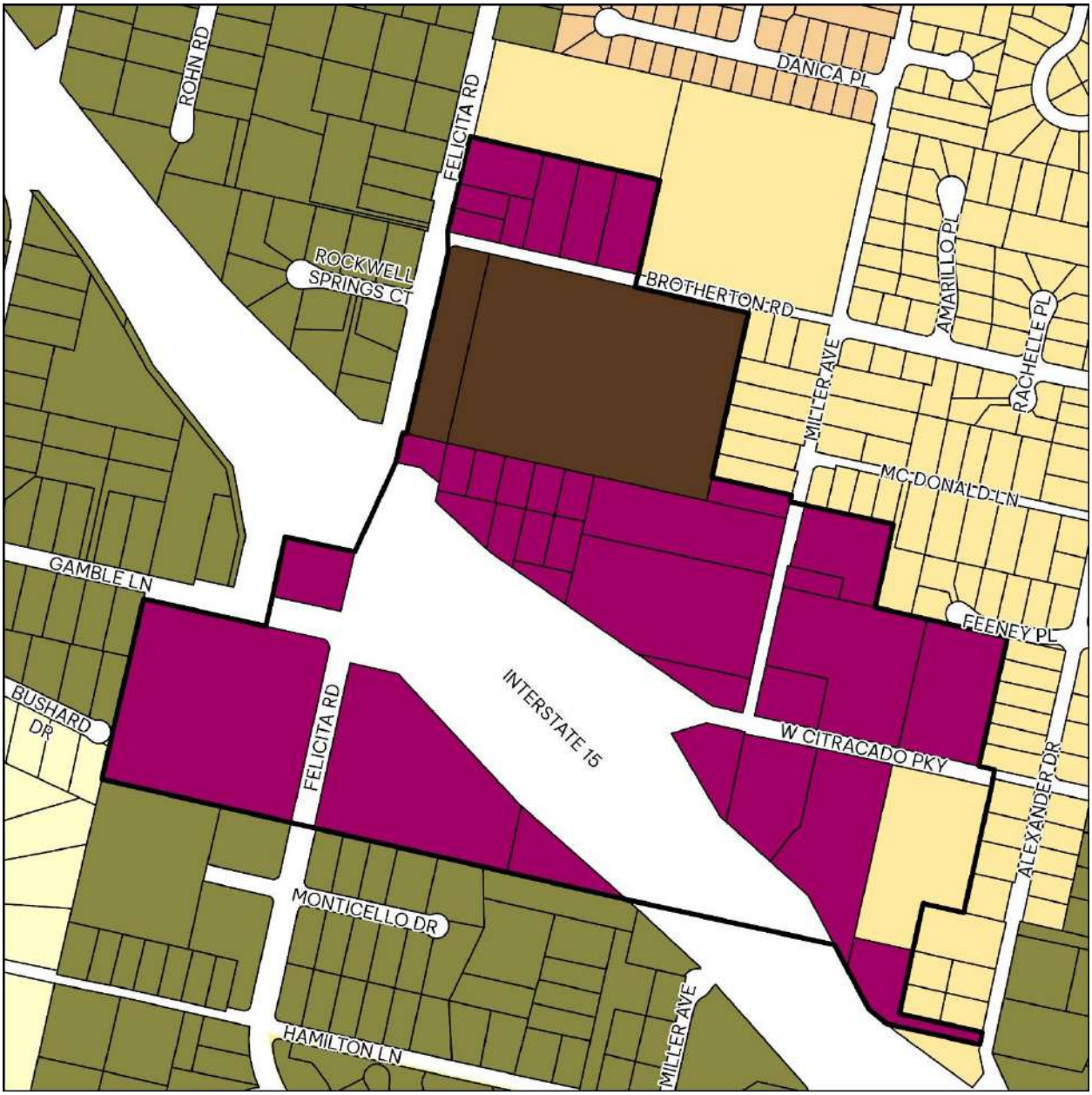


Figure II-29

Location: Interstate 15 and Felicita Road Interchange area.

Size: ~~87 acres~~ 72 acres (Figure II-29).

General Plan Designations: Planned Office

Current Status: Low intensity medical offices, single family units, churches, agriculture, vacant.

Target Area 10 Principles:

1) Promote opportunities and incentives for increasing employment densities and attracting businesses with salaries that raise the city's median income and improving the jobs/housing balance.

2) Land uses shall be consistent with the Planned Office designation with a focus on attracting high paying, high employee density employment opportunities.

3) Development shall include high quality, unified design elements that provide for superior architecture and features such as building height, mass, colors, materials, signage, landscaping, lighting, parking and circulation that are sensitive to adjacent single-family zoning. Increased building heights and intensities shall be located closer to the freeway in areas that are more distanced from lower density residential with compatible buffers provided

EXHIBIT "C"

PROJECT NOS. PL23-0273/PL23-0274/PL23-0275/PL23-0276/PL25-0275/PL26-0010/PL26-0219

FACTORS TO BE CONSIDERED / FINDINGS OF FACT

General Plan Amendment Findings (PL23-0273) (General Plan Amendment Policy 17.5)

The City Council has reviewed the record, including applicable CEQA findings, and makes the following findings in approving the General Plan Amendment:

As discussed throughout the Planning Commission staff report dated August 11, 2026, the Project would amend the City's adopted land use map to facilitate the development of a 258 multi-family apartment project, inclusive of affordable units; and the modification and redevelopment of the Bethel Baptist Church. The Property was identified as being within the Felicita Corporate Office Center – Target Area 10 (Figure II-29 of the Land Use and Community Form Chapter of the General Plan), and was designated as Planned Office (PO) in the City's Land Use Map.

The key principles of the Target Area 10 are to promote employment opportunities and to raise the City's median income and improving the jobs/housing balances. Target Area 10 is approximately 87-acres in size, and is currently developed with low-intensity medical offices, single family units, churches, agriculture, and vacant land ues. The current Application reflects a broader trend of the conversion of non-residential land uses to residential land uses, especially for office land use designations. The City has processed, and is processing, similar request related to residential development occurring in areas previously not identified for residential development.

The Project as proposed is consistent with several general plan policies as outlined in Attachment 6 of the Planning Commission staff report. Furthermore, as detailed in the Draft Enviromental Impact Report, an alternative buildout under the existing General Plan ("Planned Office Land Use Alternative") would construct a building of approximately 1,291,995 square-feet of office space, and due to the increase in building area and vehicle trips that would be generated under this alternative would increase the severity of less than significant impcats related to air quality, energy, and GHG Emissions. The Project as proposed can mitigate all impacts to less than significant, and would be less impactful then the Planned Office Land Use Alternative.

Given the current housing crisis, the Project would fulfill several Housing Element Policies (Housing Policy 1.2, 1.4, 1.5, 1.7. and 1.9) and would assist the City's in meeting its Regional Housing Needs Allocation through the construction of market rate and very low income units. It would also revitalize an underutilize parcel, and allow for an expansion of an existing religious facility and improvement of the site through new stormwater control measures, and landscaping. The

identifying social and city-wide economic factors related to housing, and the decline in office development, has made the existing General Plan Designation inappropriate from the standpoint of the general public welfare, and would introduce office developments in a primarily residential area, and as detailed in the DEIR would introduce greater environmental impacts. The proposed General Plan Amendment would introduce new residential development, and more housing stock, in an area developed primarily with residential uses, and conveniently adjacent to Interstate-15.

RESOLUTION NO. 2026-187

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A MAJOR PLOT, DENSITY BONUS REQUEST, ADJUSTMENT PLAT, AND DESIGN REVIEW PERMIT FOR CONSTRUCTION OF A 258 UNIT MULTIFAMILY PROJECT LOCATED AT 855 BROTHERTON ROAD

APPLICANT: TRAMMELL CROW RESIDENTIAL (C/O GREG MOSIEVE)

CASE NO: PL23-0273/PL23-0274/PL23-0275/PL23-0276/PL25 0275/PL26-0010/PL26-0219

WHEREAS, Trammell Crow Residential ("Applicant"), filed a land use development application, Planning Case Nos. PL23-0273/PL23-0274/PL23-0275/PL23-0276/PL25-0275/PL26-0010 ("Application") constituting a request for a General Plan Amendment to amend the land use for the property from Planned Office (PO) to Urban V (U5); a Zone Map Amendment to change zoning from Residential Estates (RE-20) to Very High Multiple Family District (R-5-30); a Major Plot Plan and Design Review Permit for construction of 258 multi-family units, inclusive of a Density Bonus Request ("Alexan"); a Conditional use Permit modification and Design Review Permit to modify an existing Conditional Use Permit and to demolish and reconstruct a sanctuary hall for approximately 600 individuals ("Bethel Baptist Church"); and a Grading Exemption to permit fill slopes and retaining walls up to 12'-0" in height, and an Adjustment Plat to adjust property boundaries to facilitate construction ("Project") on a 14.83-acre site located at 855 Brotherton Road, Escondido, CA (APN: 236-333-41-00/236-333-53-00), in the Residential Estates (RE-20) zone; and

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

WHEREAS, the Application was submitted to, and processed by, Planning Services 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, 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, on December 2, 2026, in furtherance of the Project, the City Council adopted Resolution No. 2026-185, certifying the Final Environmental Impact Report, adopting CEQA Findings of Fact and a Mitigation Monitoring and Reporting Program, prepared for the Project; and

WHEREAS, approval of the Major Plot Plan, Density Bonus Request, and Design Review Permit would allow for the construction of the Project as detailed in the City Council staff report December 2, 2026 incorporated herein as though fully set forth herein; and

WHEREAS, a General Plan Amendment is required to allow for residential uses and Resolution No. 2026-186 places into effect a change in land use designation for the subject property from Planned Office (PO) to Urban V (U5); and

WHEREAS, a Zone Map Amendment, as set forth in Ordinance 2026-21, is required for consistency purposes with the General Plan Amendment (Government Code 65860), to align the subject property's zone to an allowable use as designated within the Land Use and Community Form chapter of the City's adopted 2012 General Plan; and

WHEREAS, multifamily residential uses are permitted within the proposed R-5 zoning district, subject to the approval of a Major Plot Plan Permit, in accordance with Section 33-1314 of the Escondido Zoning Code; and

WHEREAS, the Project includes a Density Bonus Request to allow for twenty bonus units and deed restriction of 13 units for very-low-income households, in accordance with State Density Bonus Law, and Article 67 (Density Bonus and Residential Incentives), in order to exceed the maximum allowable number of units, and to utilize incentive/concessions and waivers; and

WHEREAS, based on the administrative record, the requested incentives/concessions and waivers would not impact the public health and safety, nor would it impact any real property within that site that is listed within the California Register of Historical Resources; and

WHEREAS, a Design Review Permit is required for new construction of multifamily projects, in accordance with Section 33-1354 of the Escondido Zoning Code; and

WHEREAS, an Adjustment Plat is requested to adjust the boundaries of two existing legal lots, and will not result in the creation of any new lots; and

WHEREAS, Planning Service Area 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" and the Adjustment Plat as depicted on Exhibit "C"; and

WHEREAS, the Planning Commission of the City of Escondido held a duly noticed public hearing on August 11, 2026, as prescribed by law, at which time the Planning Commission received and considered the reports and recommendation of the Planning Service Area and all interested persons were given the opportunity to appear and present their views with respect to the Application. Evidence was submitted

to and considered by the Planning Commission, including written and oral testimony from City staff, interested parties, and the public. Following the public hearing, the Planning Commission's motion to adopt Resolution No. 2026-08 failed to pass; however, staff's recommendation to approve remains unchanged; and

WHEREAS, the City Council held a duly noticed public hearing on December 2, 2026, as prescribed by law, at which time the City Council received and considered the staff report, dated December 2, 2026 with attachments, and recommendation of the Planning Service Area, and gave all persons full opportunity to be heard and to present evidence and testimony regarding the Project. Evidence was submitted to and considered by the City Council, including, without limitation:

a) Written information including plans, studies, written and graphical information, and other material, submitted by the Applicant;
b) Oral testimony from City staff, interested parties, and the public;
c) The City Council staff report, dated December 2, 2026 with its attachments as well as City staff's recommendation on the Project, which is incorporated herein as though fully set forth herein;
d) The record of the Planning Commission meeting, and staff report dated August 11, 2026 which incorporated herein as though fully set forth herein; and
e) Additional information submitted during the public hearing.

WHEREAS, the City Clerk, whose office is located at 201 North Broadway, Escondido CA 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the City Council's decision is based, which documents and material shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

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

1. The above recitations are true and correct.

2. That the Factors to be Considered/ Findings of Fact, attached as Exhibit "D" hereto and incorporated by this reference, were made by the City Council, and upon their consideration along with the staff reports, public testimony presented at the hearing, and all other oral and written evidence of the Project, the City Council approves Project, subject to the Conditions of Approval set forth in Exhibit "E" hereto and incorporated by this reference. The City Council expressly declares that it would not have made the decision except upon and subject to each and all of said conditions, each and all of which shall run with the land and be binding upon the Applicant, the owner, and all subsequent owners of the Property, and all persons who use the Property for the uses permitted hereby.

3. The development plans for the Project are on file in the Planning Service Area of the Development Services Department and are available for inspection by anyone interested herein, and the development plans are incorporated herein by this reference as if they were fully set forth herein. The Project is **conditionally approved** as set forth on the Application and Project drawings, all designated as approved by the City Council, and which shall not be altered without the express authorization by the Planning Service Area. 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.

4. That concurrently with this Resolution, the City Council is taking a number of actions in furtherance of the Project, as generally described by December 2, 2026 City Council staff report. No single component of the series of actions made in connection with the Project shall be effective unless and until it is approved by an Ordinance or Resolution and is procedurally effective in the manner provided by state law.

BE IT FURTHER RESOLVED that, pursuant to Government Code Section 66020 (d)(1):

1. NOTICE IS HEREBY GIVEN that the Project is subject to dedications, reservations, and exactions, as specified in the Conditions of Approval. The Project is subject to certain fees described in the City of Escondido's Development Fee Inventory on file in the Development Services Department. The Applicant shall be required to pay all development fees of the City then in effect at the time, and in such amounts as may prevail when the building permits are issued. It is the City's intent that the cost representing future development's share of public facilities and capital improvements be imposed to ensure that new development pays the capital cost associated with growth. The Applicant is advised to review the Planned Fee Updates portion of the webpages, www.escondido.gov, and regularly monitor and/or review fee-related information to plan for the cost associated with the undertaking of the Project.

2. NOTICE IS FURTHER GIVEN that the 90-day period during which to protest the imposition of any fee, dedication, reservation, or other exaction described in this Resolution begins on the effective date of this Resolution, and any such protest must be in a manner that complies with Government Code Section 660020.

Exhibit "A"

Legal Description

PARCEL 1:

THE WESTERLY 150.00 FEET OF LOT 1 IN BLOCK 3 OF HOMELAND ACRES ADDITION TO ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 1205, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 1, 1909.

PARCEL 2:

ALL OF LOTS 1 AND 4 IN BLOCK 3 OF HOMELAND ACRES ADDITION TO ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1205, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 1, 1909.

EXCEPTING FROM SAID LOT 1, THE WESTERLY 150.00 FEET THEREOF.

ALSO EXCEPTING FROM SAID LOT 4, THE EASTERLY 264.00 FEET THEREOF.

ALSO EXCEPTING THAT PORTION LYING WITHIN THE NORTHERLY 13.00 FEET OF SAID LOTS 1 AND 4.

APN: 236-333-41-00 (Affects Parcel 1)
APN: 236-333-53-00 (Affects Parcel 2)



ALEXAN ESCONDIDO

ESCONDIDO, CA

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22049 # ALEXAN ESCONDIDO
ESCONDIDO, CA

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2ND SUBMITTAL	12/12/2023
3RD SUBMITTAL	04/19/2024
4TH SUBMITTAL	02/13/2025
5TH SUBMITTAL	05/27/2025

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TITLE SHEET

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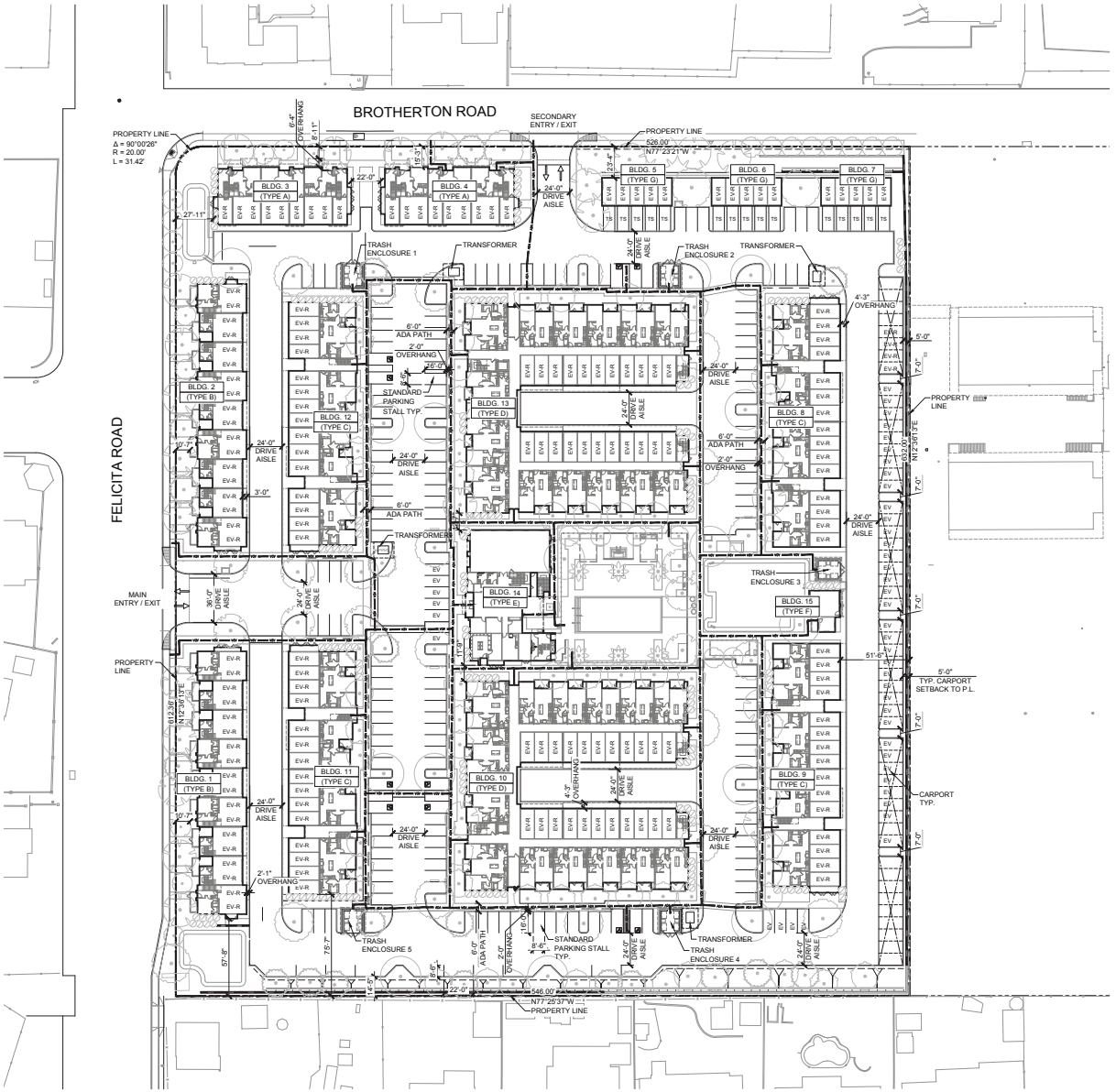
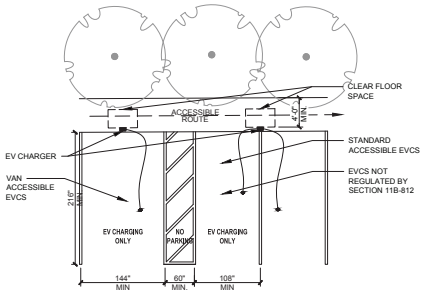


LEGEND

———	PROPERTY LINE
- - - -	ADA PATH OF TRAVEL
EV-R	EV READY STALLS
EV	EV CHARGER STALLS

NOTE :

1. EXISTING OVER HEAD UTILITIES AND POLES TO BE UNDERGROUNDED, REFER TO CIVIL DRAWINGS.
2. ADA PATHWAY WIDTH TYPICALLY 5'-0" TO 6'-0", MINIMUM WIDTH 4'-0".



TYP. EV. PARKING STATION 2

SITE PLAN 1

SCALE: 1" = 40-0"

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SITE PLAN

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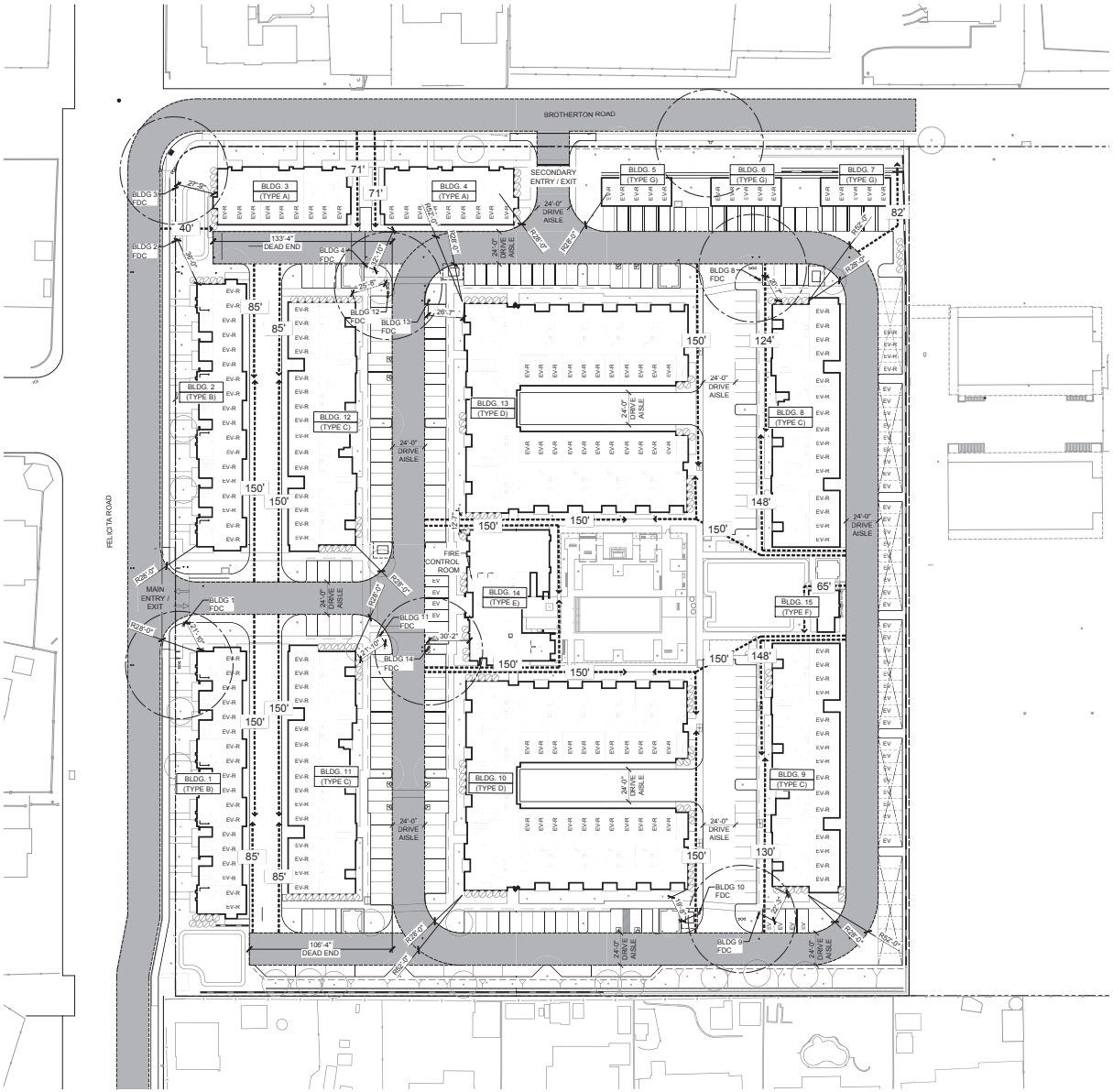

SYMBOL LEGEND

- PROPERTY LINE
- 24'-0" FIRE ACCESS LANE
- HOSE PULL FROM FIRE ACCESS LANE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION (FDC)
- 40FT DISTANCE FROM HYDRANT

N

0 20' 40' 80'

SCALE: 1" = 40-0"

FIRE MASTER PLAN 1

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FIRE MASTER PLAN

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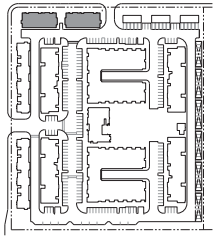
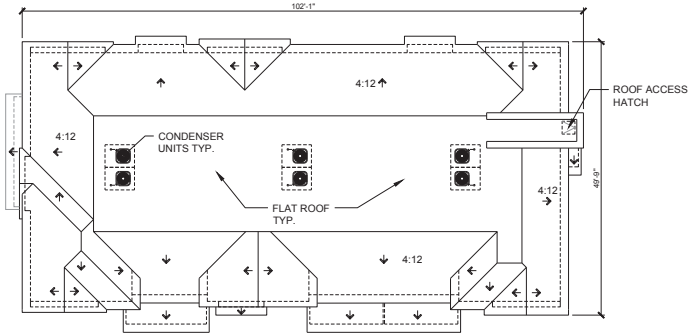
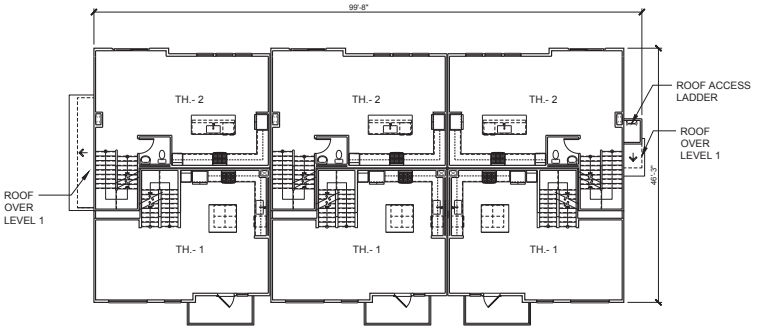
KEY PLAN

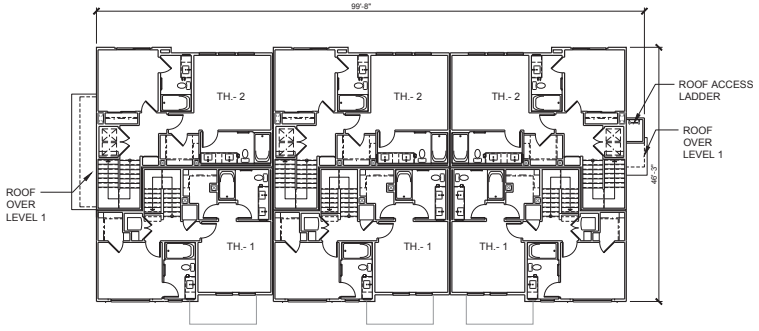




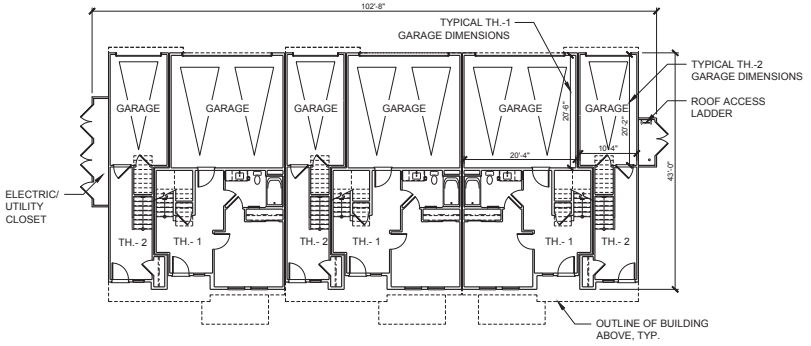
ROOF PLAN 4



SECOND FLOOR PLAN 2



THIRD FLOOR PLAN 3



FIRST FLOOR PLAN 1

SCALE: 3/32" = 1'-0"

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REAR ELEVATION 3



LEFT ELEVATION 4

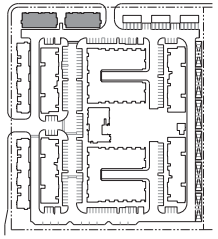


RIGHT ELEVATION 2

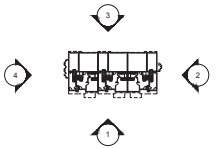


FRONT ELEVATION 1

KEY PLAN



BLDG. PLAN



MATERIAL LEGEND:

1	EXTERIOR PLASTER
2	PLASTER SCREEDS
3	CONCRETE "S" PROFILE ROOF TILE
4	PAINTED FASCIA
5	STONE VENEER
6	VERTICAL CEMENTITIOUS SIDING
7	DARK VINYL WINDOW
8	FOAM TRIM
9	DECORATIVE CLAY VENT
10	WOOD CORBEL DETAIL
11	PAINTED WOOD TRELLIS
12	PAINTED METAL GUARDRAIL
13	SECTIONAL GARAGE DOOR
14	DECORATIVE TILE
15	STOREFRONT GLAZING SYSTEM
16	PAINTED WOOD POST
17	PAINTED METAL AWNING

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BUILDING A ELEVATIONS

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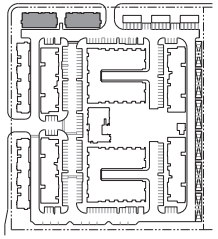
KEY PLAN



BLDG. PLAN



REAR ELEVATION 3



LEFT ELEVATION 4



RIGHT ELEVATION 2



FRONT ELEVATION 1

SCALE: 3/32" = 1'-0"

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BUILDING A COLORED ELEVATIONS

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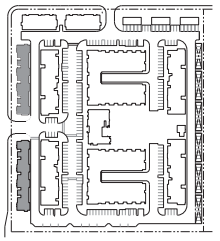
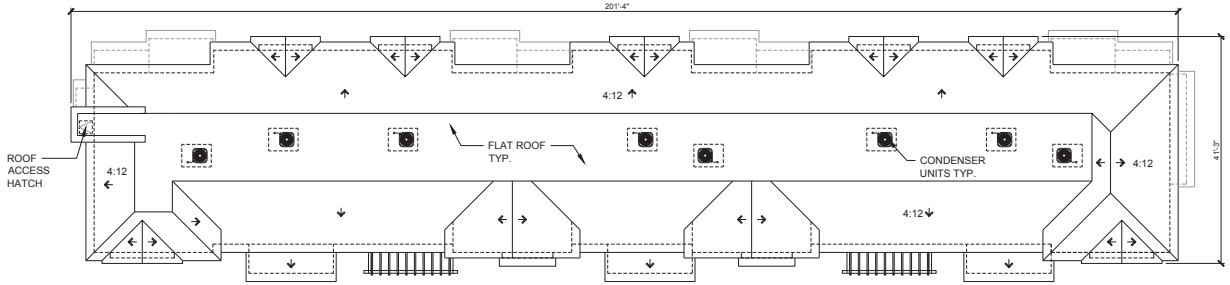
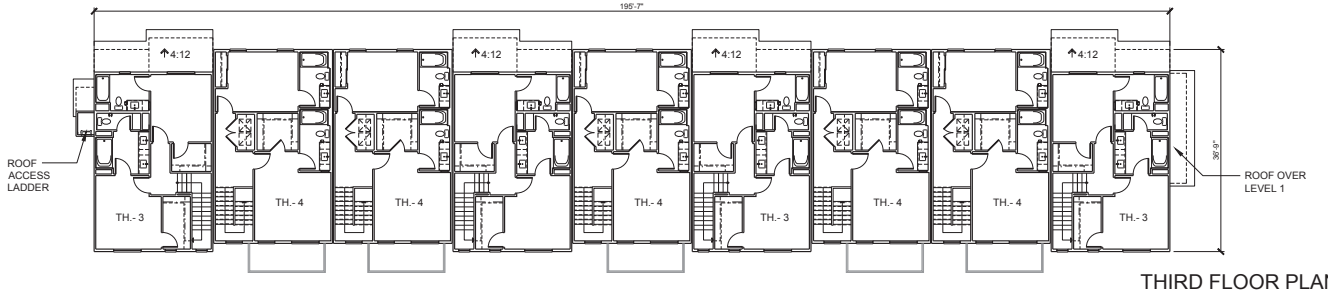
KEY PLAN

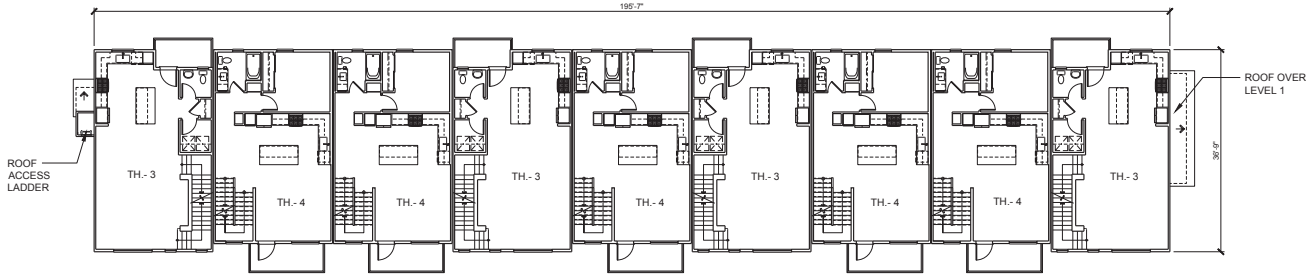




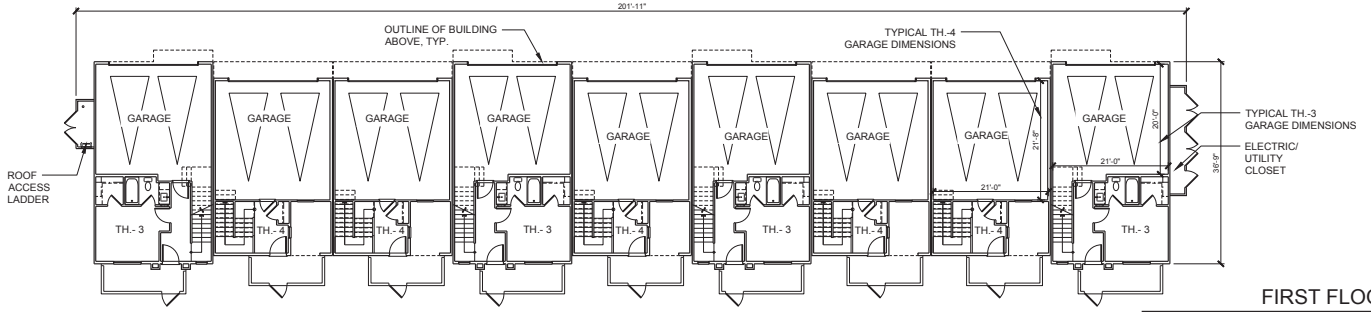
ROOF PLAN 4



THIRD FLOOR PLAN 3



SECOND FLOOR PLAN 2



FIRST FLOOR PLAN 1

SCALE: 3/32" = 1'-0"

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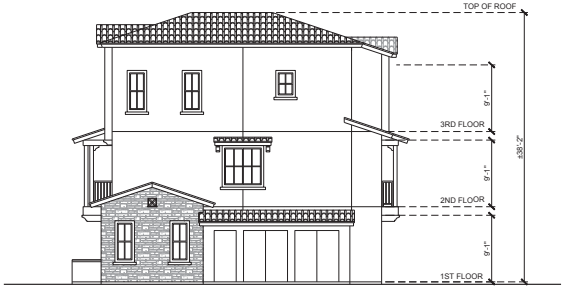
REAR ELEVATION 3



LEFT ELEVATION 4

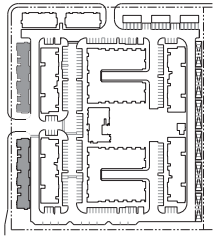


RIGHT ELEVATION 2

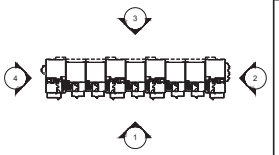


FRONT ELEVATION 1

KEY PLAN



BLDG. PLAN



MATERIAL LEGEND:

1	EXTERIOR PLASTER
2	PLASTER SCREEDS
3	CONCRETE "S" PROFILE ROOF TILE
4	PAINTED FASCIA
5	STONE VENEER
6	VERTICAL CEMENTITIOUS SIDING
7	DARK VINYL WINDOW
8	FOAM TRIM
9	DECORATIVE CLAY VENT
10	WOOD CORBEL DETAIL
11	PAINTED WOOD TRELLIS
12	PAINTED METAL GUARDRAIL
13	SECTIONAL GARAGE DOOR
14	DECORATIVE TILE
15	STOREFRONT GLAZING SYSTEM
16	PAINTED WOOD POST
17	PAINTED METAL AWNING

0 4' 8' 16'
SCALE: 3/32" = 1'-0"

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CHRIS WEIMHOLT

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760.444.5205

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2ND SUBMITTAL	12/12/2023
3RD SUBMITTAL	04/19/2024
4TH SUBMITTAL	02/13/2025
5TH SUBMITTAL	05/27/2025

A3.1
BUILDING B ELEVATIONS

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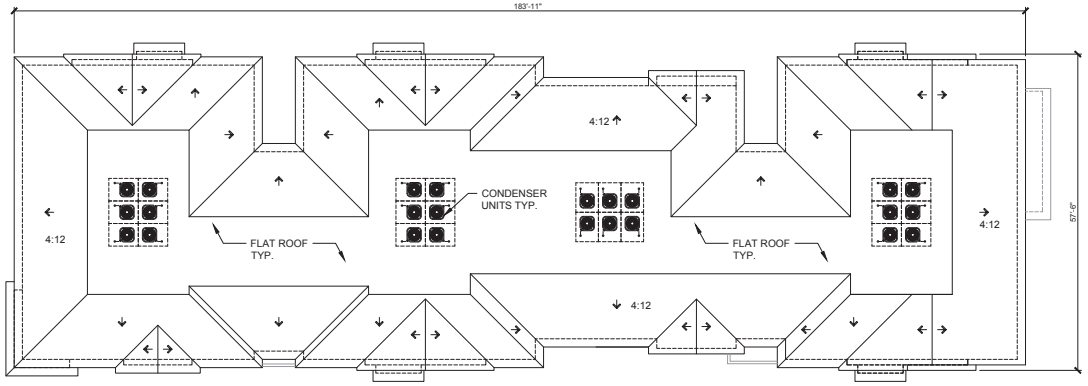

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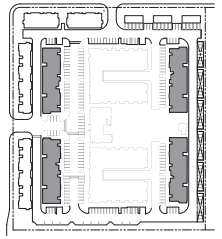
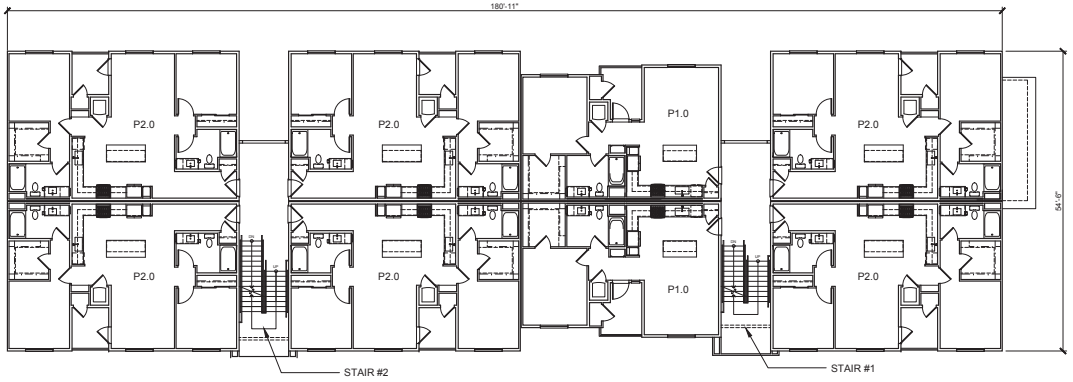
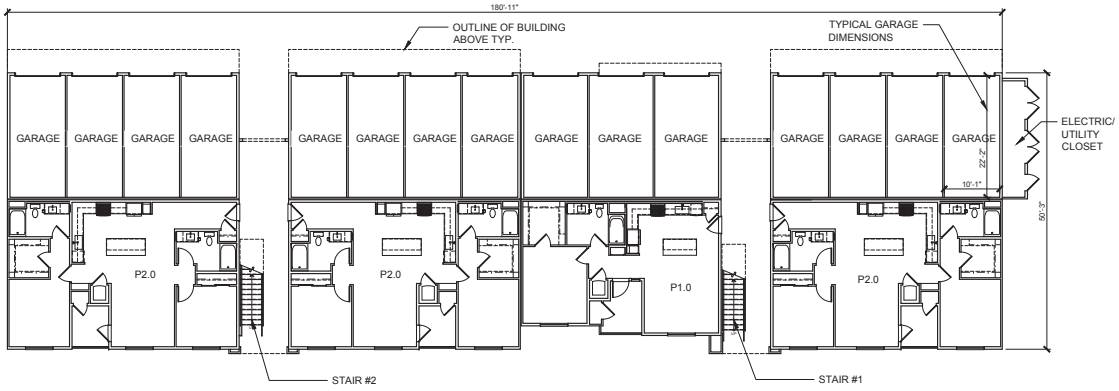


ROOF PLAN 3



SECOND AND THIRD FLOOR PLAN 2



FIRST FLOOR PLAN 1

SCALE: 3/32" = 1'-0"

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5TH SUBMITTAL	05/27/2025

A4.0
BUILDING C FLOOR PLANS AND ROOF PLAN

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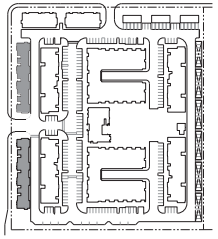
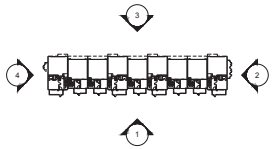
REAR ELEVATION 3

KEY PLAN



BLDG. PLAN





LEFT ELEVATION 4



RIGHT ELEVATION 2



FRONT ELEVATION 1

SCALE: 3/32" = 1'-0"

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5TH SUBMITTAL	05/27/2025

A3.2
BUILDING B COLORED ELEVATIONS

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REAR ELEVATION 3



LEFT ELEVATION 4

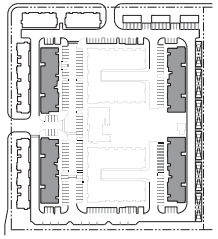


RIGHT ELEVATION 2



FRONT ELEVATION 1

KEY PLAN



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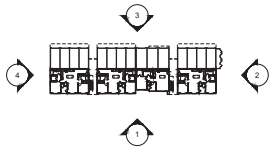

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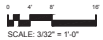
14	DECORATIVE TILE
15	STOREFRONT GLAZING SYSTEM
16	PAINTED WOOD POST
17	PAINTED METAL AWNING



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5TH SUBMITTAL	05/27/2025

A4.2
BUILDING C COLORED ELEVATIONS

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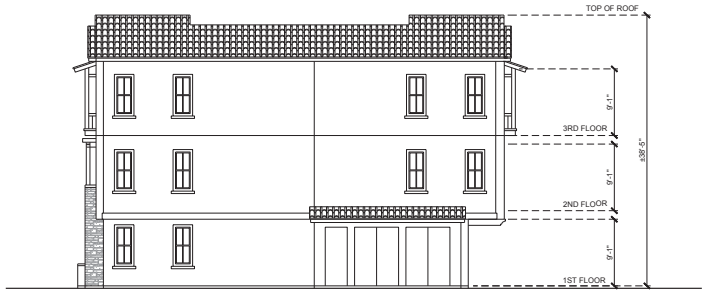
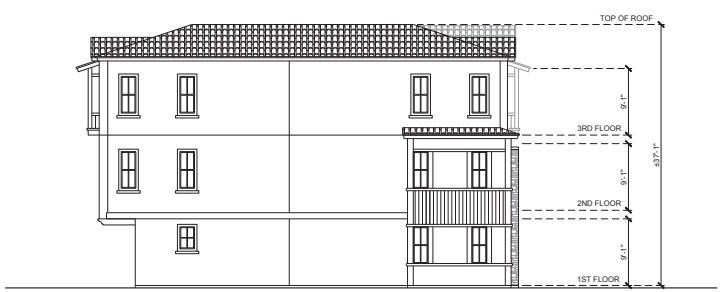
REAR ELEVATION 3



LEFT ELEVATION 4

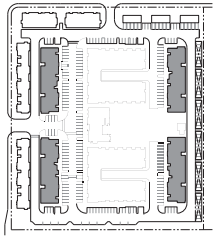


RIGHT ELEVATION 2



FRONT ELEVATION 1

KEY PLAN



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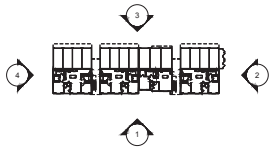

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5TH SUBMITTAL	05/27/2025

A4.1
BUILDING C ELEVATIONS

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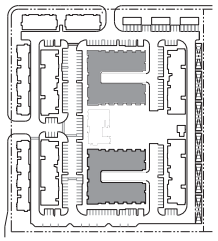
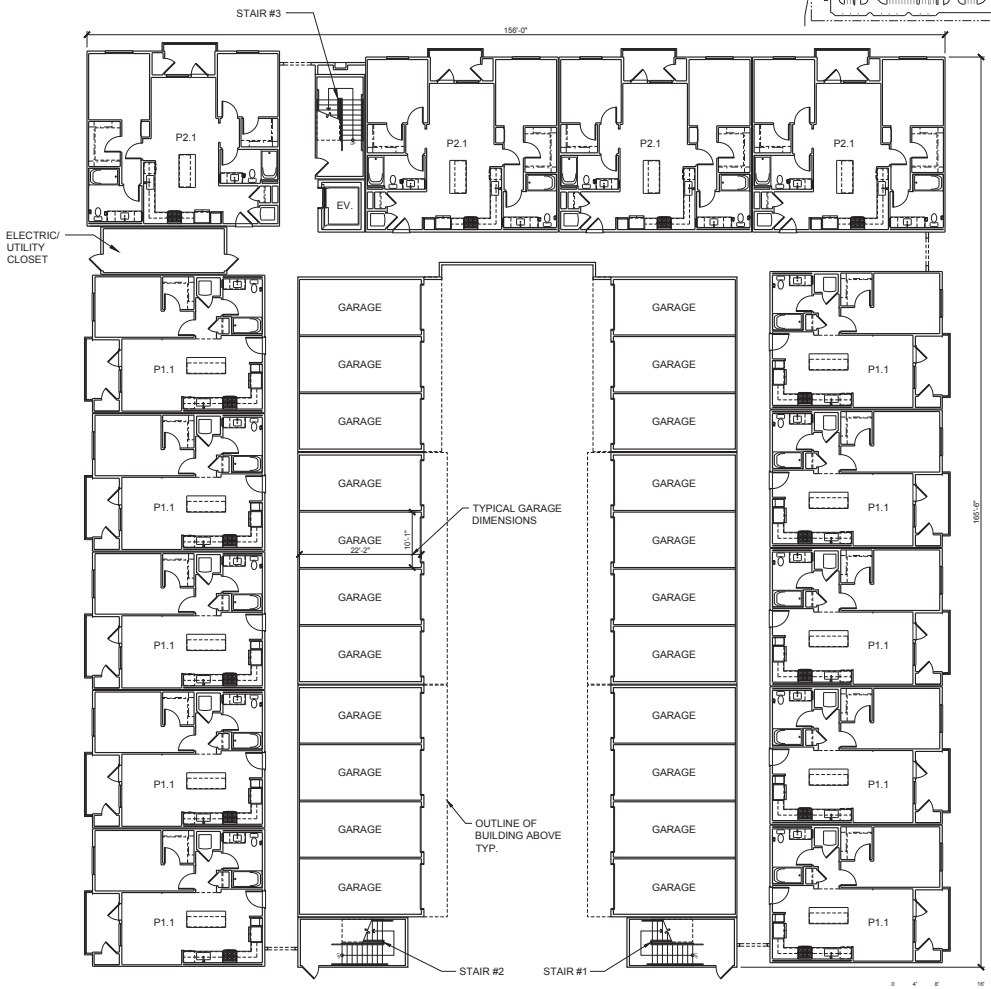
KEY PLAN





SECOND TO FOURTH FLOOR PLAN 2



FIRST FLOOR PLAN 1

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5TH SUBMITTAL	05/27/2025

A5.0
BUILDING D FLOOR PLANS

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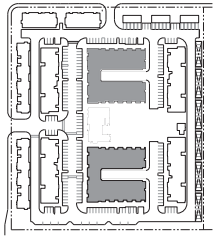
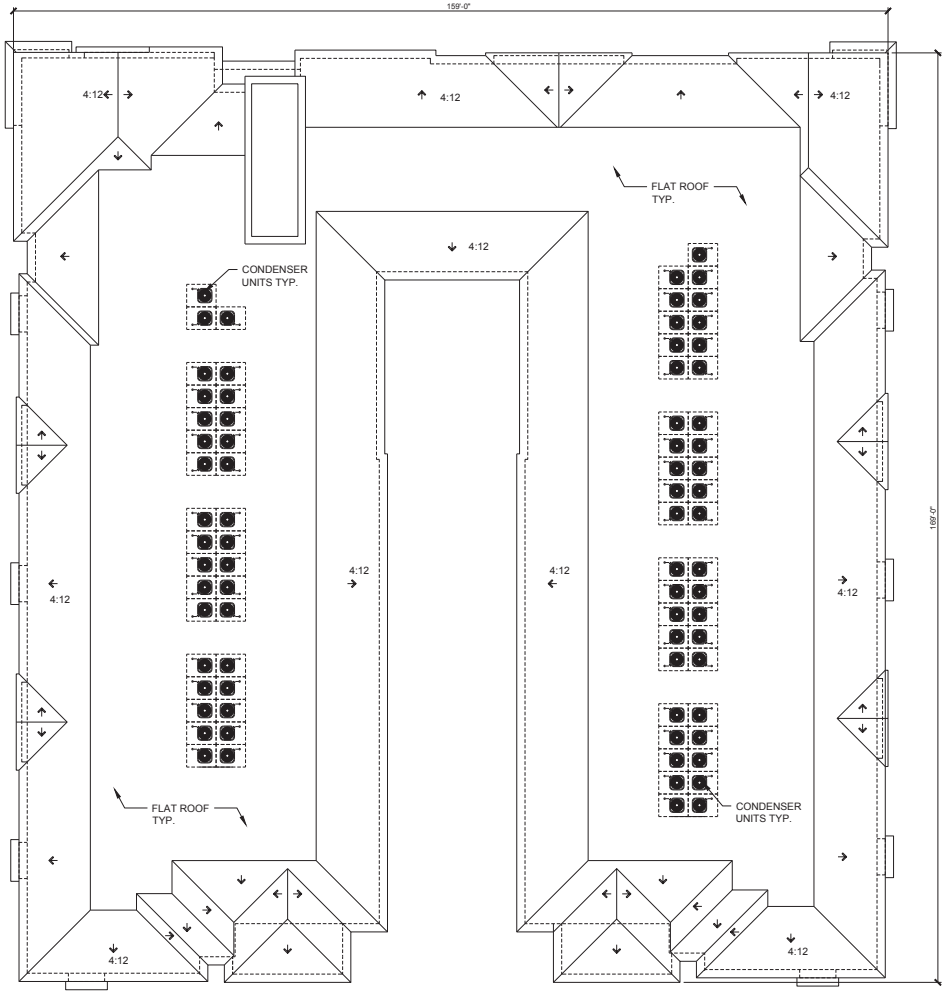
KEY PLAN





ROOF PLAN 1

SCALE: 3/32" = 1'-0"

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5TH SUBMITTAL	05/27/2025

A5.1
BUILDING D ROOF PLAN

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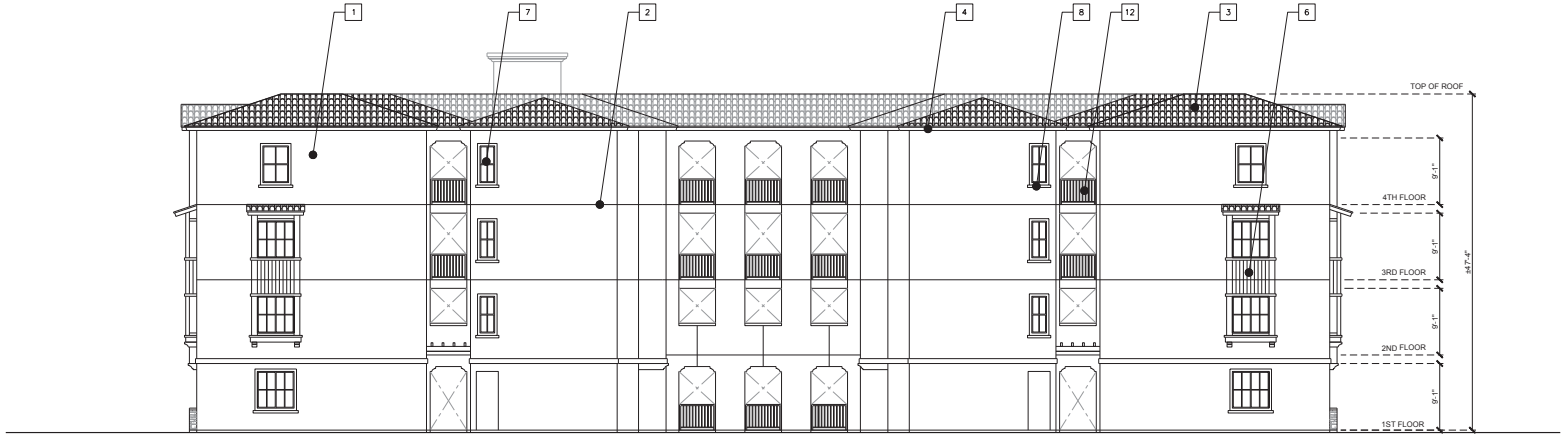
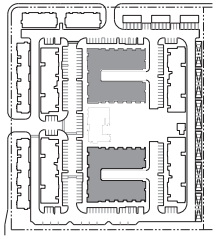
LEFT ELEVATION 2

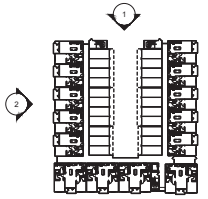


REAR ELEVATION 1

KEY PLAN



BLDG. PLAN



MATERIAL LEGEND:

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15	STOREFRONT GLAZING SYSTEM
16	PAINTED WOOD POST
17	PAINTED METAL AWNING

0 4' 8' 16'
SCALE: 3/32" = 1'-0"

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5TH SUBMITTAL	05/27/2025

A5.3
BUILDING D ELEVATIONS

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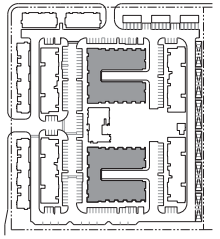
KEY PLAN



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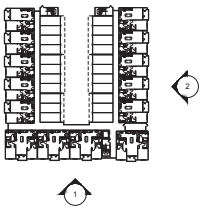



RIGHT ELEVATION 2



FRONT ELEVATION 1

SCALE: 3/32" = 1'-0"

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5TH SUBMITTAL	05/27/2025

A5.4
BUILDING D COLORED ELEVATIONS

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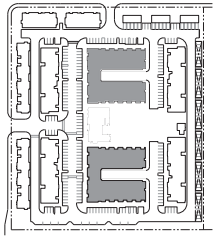
KEY PLAN



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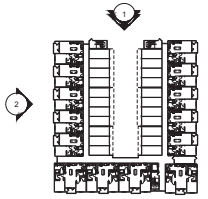



LEFT ELEVATION 2



REAR ELEVATION 1

SCALE: 3/32" = 1'-0"

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5TH SUBMITTAL	05/27/2025

A5.5
BUILDING D COLORED ELEVATIONS

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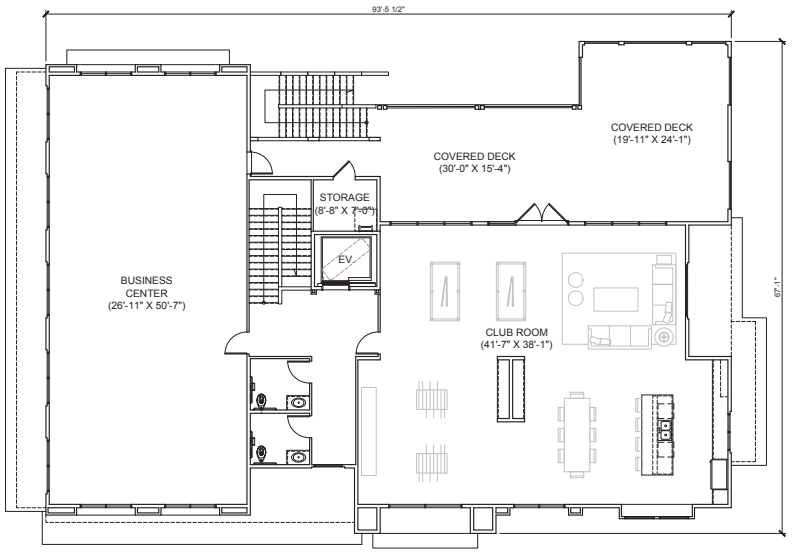

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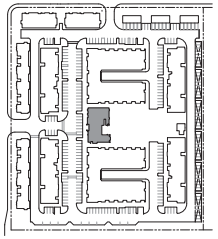
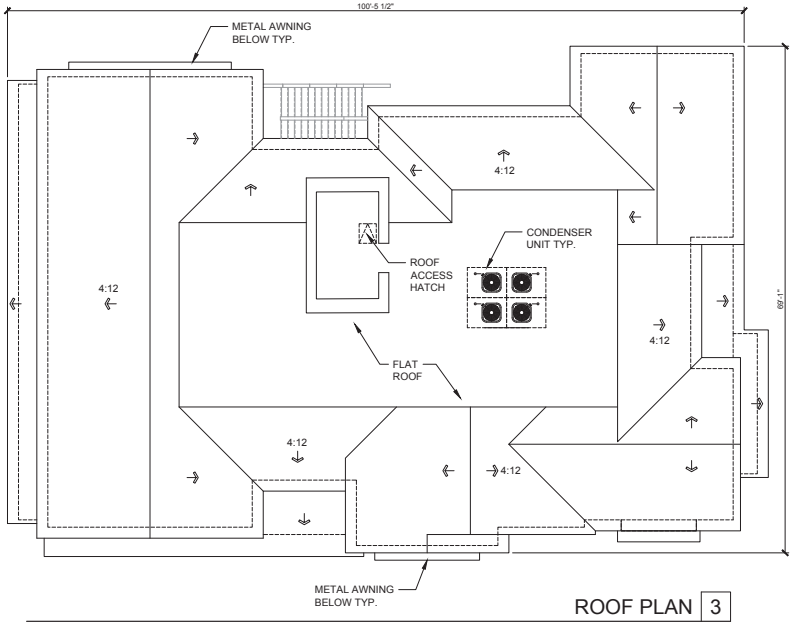
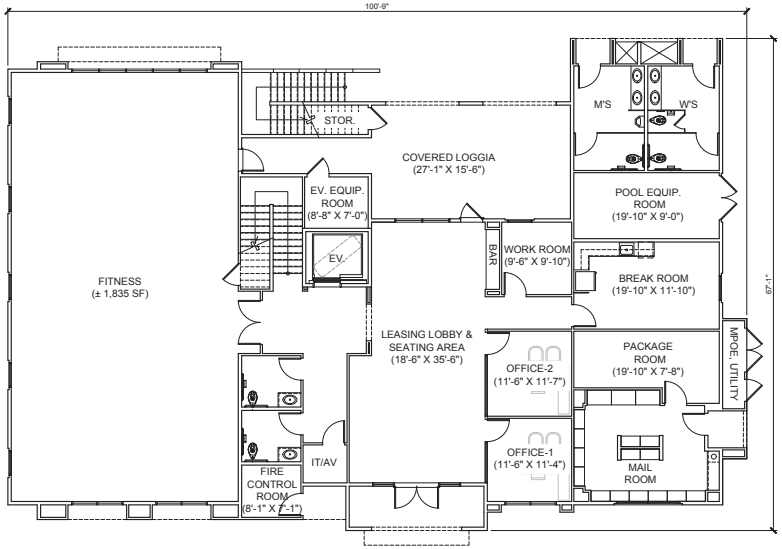


SECOND FLOOR PLAN 2



ROOF PLAN 3



FIRST FLOOR PLAN 1

0 4' 8' 16'
SCALE: 1/8" = 1'-0"

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5TH SUBMITTAL	05/27/2025

A6.0
BUILDING E FLOOR PLANS AND ROOF PLAN

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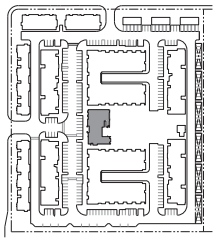
KEY PLAN



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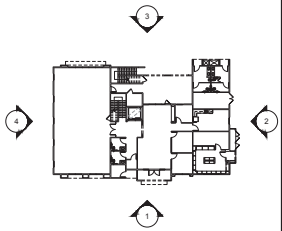
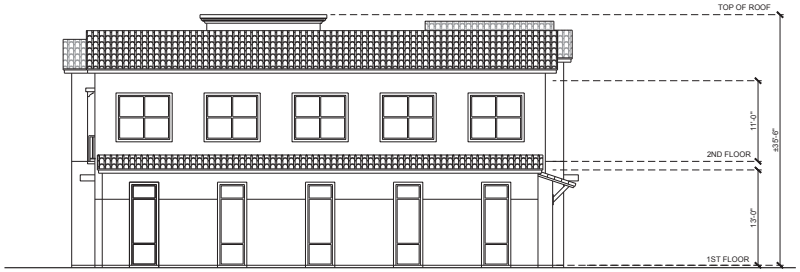




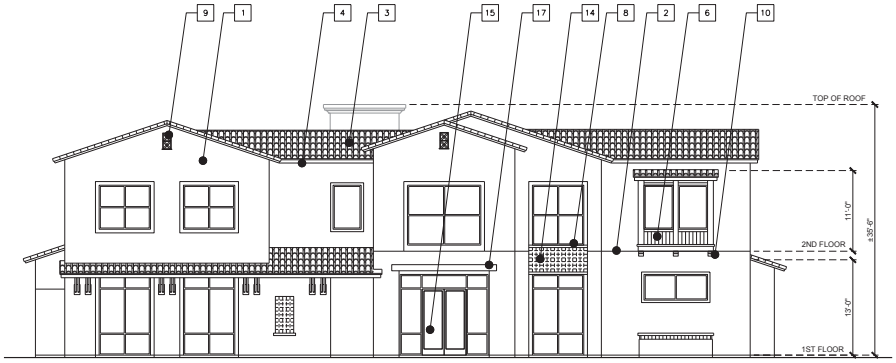
LEFT ELEVATION 4



RIGHT ELEVATION 2



REAR ELEVATION 3



FRONT ELEVATION 1

MATERIAL LEGEND:

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4	PAINTED FASCIA
5	STONE VENEER
6	VERTICAL CEMENTITIOUS SIDING
7	DARK VINYL WINDOW
8	FOAM TRIM
9	DECORATIVE CLAY VENT
10	WOOD CORBEL DETAIL
11	PAINTED WOOD TRELLIS
12	PAINTED METAL GUARDRAIL
13	SECTIONAL GARAGE DOOR
14	DECORATIVE TILE
15	STOREFRONT GLAZING SYSTEM
16	PAINTED WOOD POST
17	PAINTED METAL AWNING

0 4' 8' 16'
SCALE: 1/8" = 1'-0"

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949.267.1660
CHRIS WEIMHOLT

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CARLSBAD, CA 92008
760.444.5205

22049 # **ALEXAN ESCONDIDO**
ESCONDIDO, CA

1ST SUBMITTAL	07/20/2023
2ND SUBMITTAL	12/12/2023
3RD SUBMITTAL	04/19/2024
4TH SUBMITTAL	02/13/2025
5TH SUBMITTAL	05/27/2025

A6.1
BUILDING E ELEVATIONS

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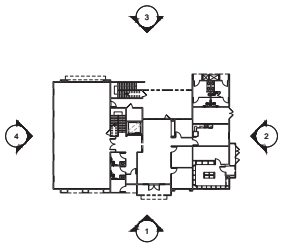
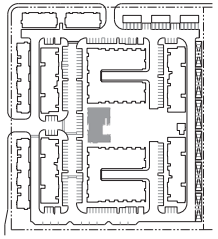
BLDG. PLAN



KEY PLAN





LEFT ELEVATION 4



RIGHT ELEVATION 2



REAR ELEVATION 3



FRONT ELEVATION 1

0 4' 8' 16'
SCALE: 1/8" = 1'-0"

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22049 # **ALEXAN ESCONDIDO**
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4TH SUBMITTAL	02/13/2025
5TH SUBMITTAL	05/27/2025

A6.2
BUILDING E COLORED ELEVATIONS

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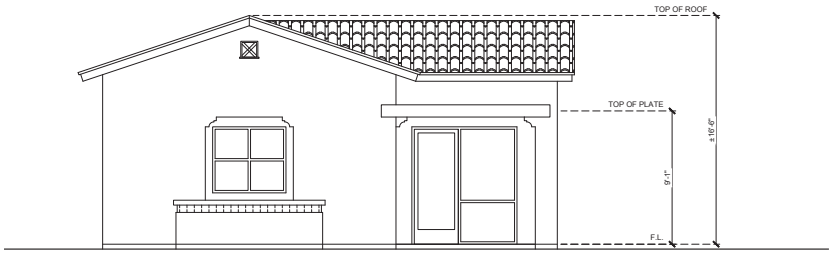
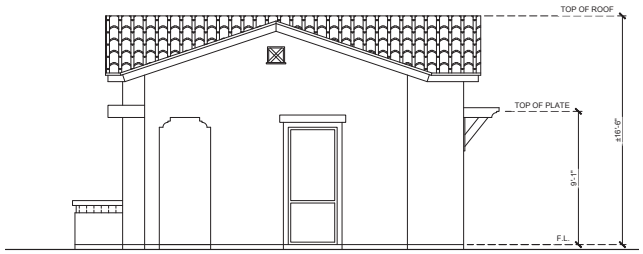
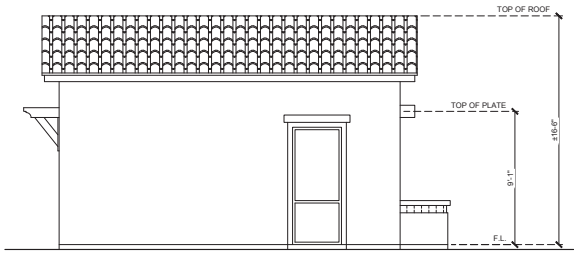


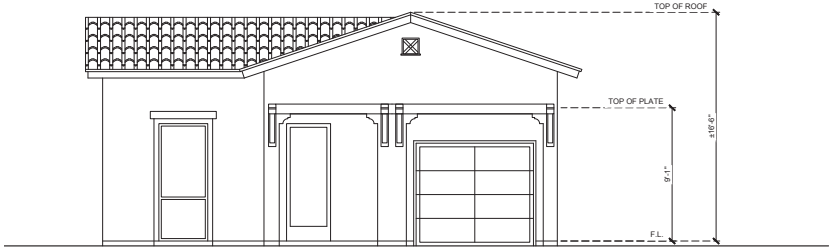
REAR ELEVATION 5



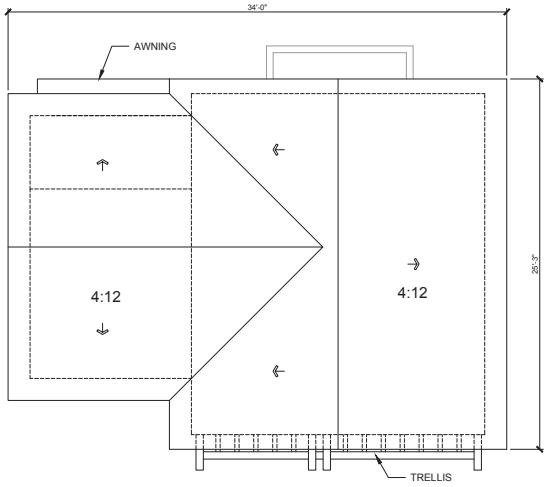
LEFT ELEVATION 6



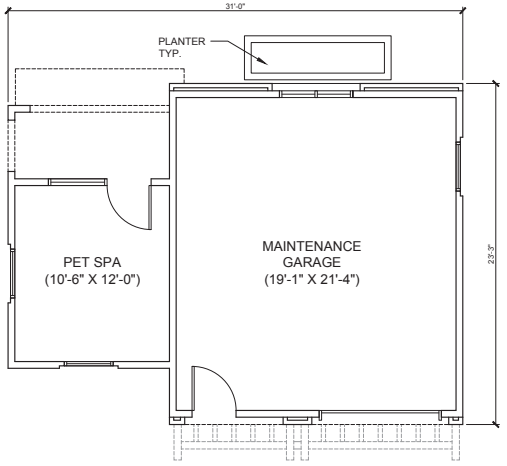
RIGHT ELEVATION 4



FRONT ELEVATION 3

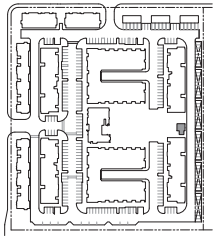


ROOF PLAN 2

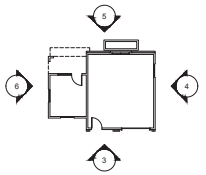


FLOOR PLAN 1

KEY PLAN



BLDG. PLAN



MATERIAL LEGEND:

1	EXTERIOR PLASTER
2	PLASTER SCREEDS
3	CONCRETE "S" PROFILE ROOF TILE
4	PAINTED FASCIA
5	STONE VENEER
6	VERTICAL CEMENTITIOUS SIDING
7	DARK VINYL WINDOW
8	FOAM TRIM
9	DECORATIVE CLAY VENT
10	WOOD CORBEL DETAIL
11	PAINTED WOOD TRELLIS
12	PAINTED METAL GUARDRAIL
13	SECTIONAL GARAGE DOOR
14	DECORATIVE TILE
15	STOREFRONT GLAZING SYSTEM
16	PAINTED WOOD POST
17	PAINTED METAL AWNING



SCALE: 1/4" = 1'-0"

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22049 # **ALEXAN ESCONDIDO**
ESCONDIDO, CA

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BUILDING F FLOOR PLAN, ROOF PLAN AND ELEVATIONS **A7.0**

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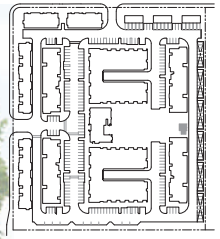
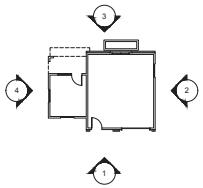
KEY PLAN



BLDG. PLAN





LEFT ELEVATION 4



RIGHT ELEVATION 2



REAR ELEVATION 3



FRONT ELEVATION 1

10 WOOD CORBEL DETAIL
11 PAINTED WOOD TRELLIS
12 PAINTED METAL GUARDRAIL
13 SECTIONAL GARAGE DOOR
14 DECORATIVE TILE
15 STOREFRONT GLAZING SYSTEM
16 PAINTED WOOD POST
17 PAINTED METAL AWNING

0 2' 4' 8'
SCALE: 1/4" = 1'-0"

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5TH SUBMITTAL	05/27/2025

A7.1
BUILDING F COLORED ELEVATIONS

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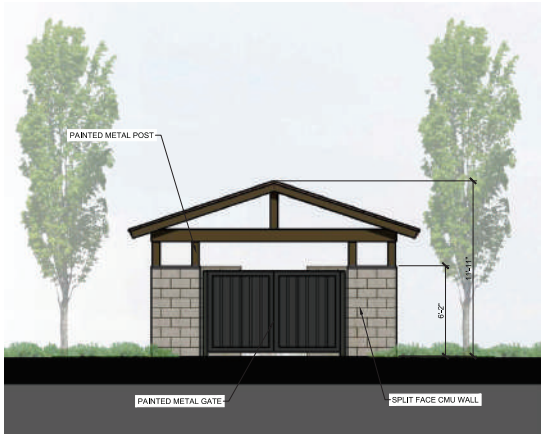
ELEVATION C



ELEVATION B



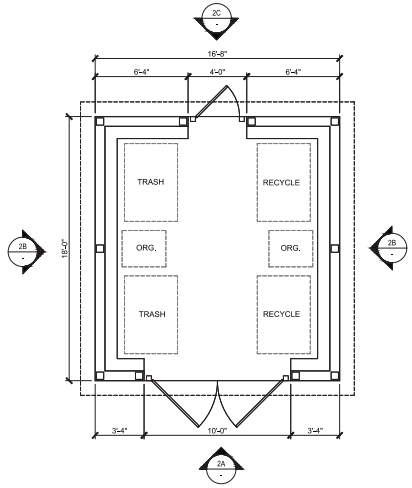
ELEVATION A

NOTES:
1. TRASH ENCLOSURE COLORS WILL MATCH CLOSELY WITH THE BUILDING DESIGN COLORS.

0 2' 4' 8'

SCALE: 1/4" = 1'-0"

TRASH ENCLOSURE ELEVATIONS 2



0 2' 4' 8'

SCALE: 1/4" = 1'-0"

TRASH ENCLOSURE PLAN 1

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ALEXAN ESCONDIDO
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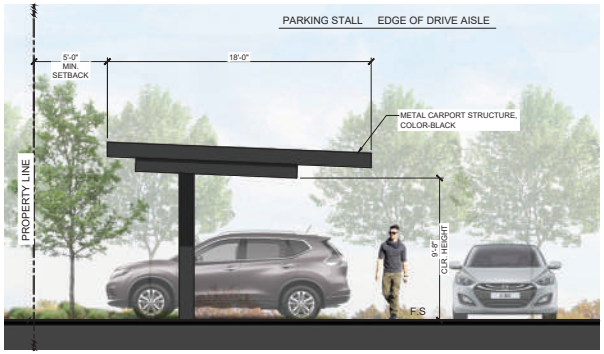
4TH SUBMITTAL	02/13/2025
5TH SUBMITTAL	05/27/2025

A8.0
TRASH ENCLOSURE EXHIBIT



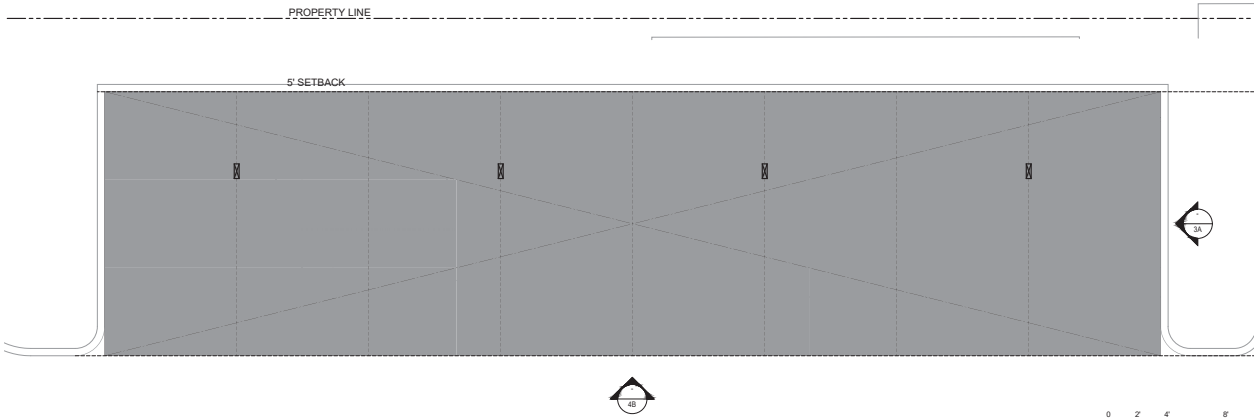
ELEVATION B



ELEVATION A

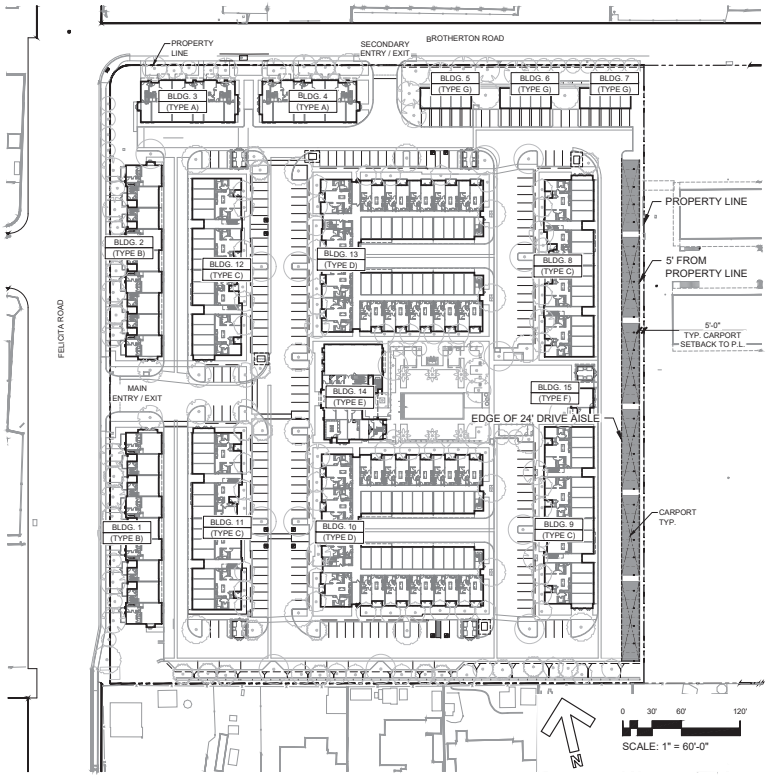
CARPORT ELEVATIONS 3

SCALE: 1/4" = 1'-0"



SCALE: 1/4" = 1'-0"

CARPORT PLAN 2



SCALE: 1" = 60'-0"

SITE PLAN - CARPORT LOCATIONS 1

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22049 # **ALEXAN ESCONDIDO**
ESCONDIDO, CA

2ND SUBMITTAL	12/12/2023
3RD SUBMITTAL	04/19/2024
4TH SUBMITTAL	02/13/2025
5TH SUBMITTAL	05/27/2025
5TH SUBMITTAL REV	06/30/2026

A8.1
CARPORT EXHIBIT

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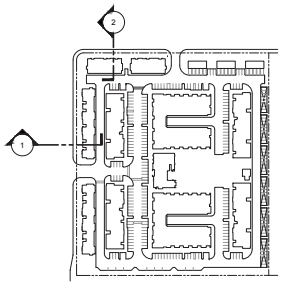
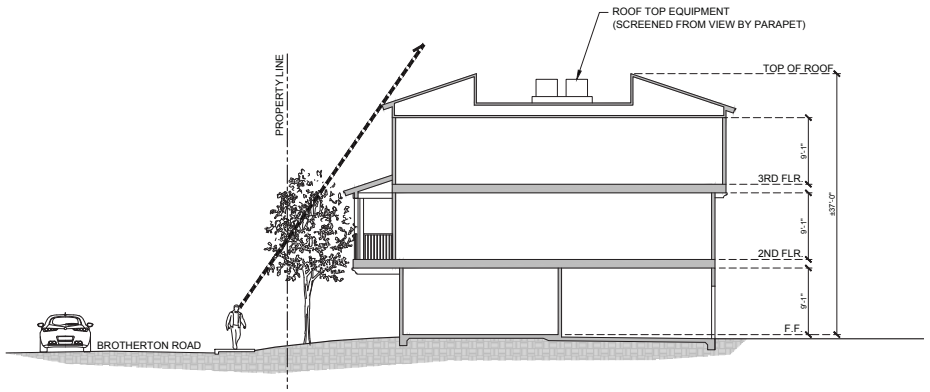
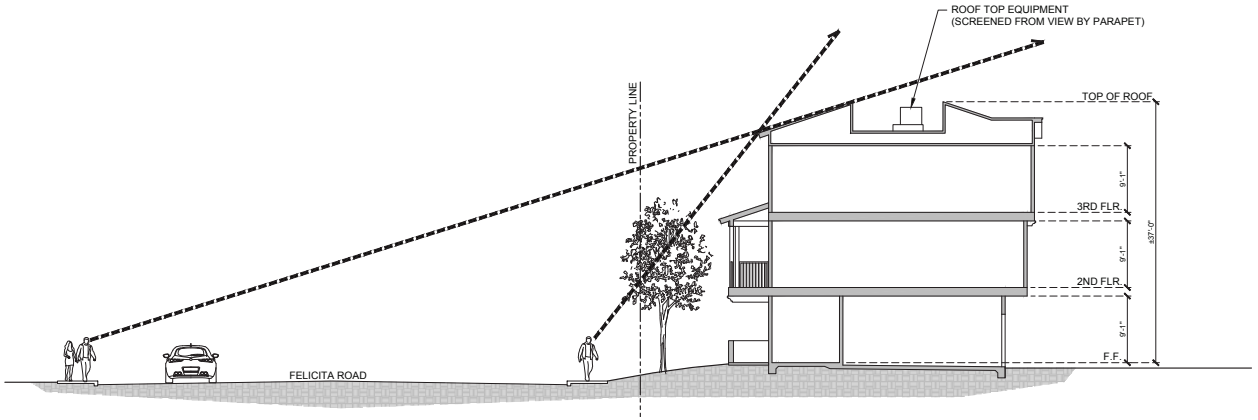




SITE SECTION B 2



SITE SECTION A 1

0 4' 8' 16'
SCALE: 1/8" = 1'-0"

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4TH SUBMITTAL	02/13/2025
5TH SUBMITTAL	05/27/2025

A8.2
LINE OF SIGHT EXHIBIT

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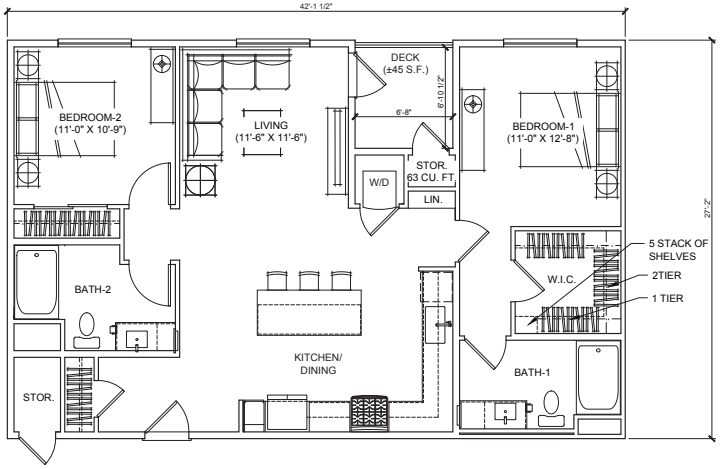
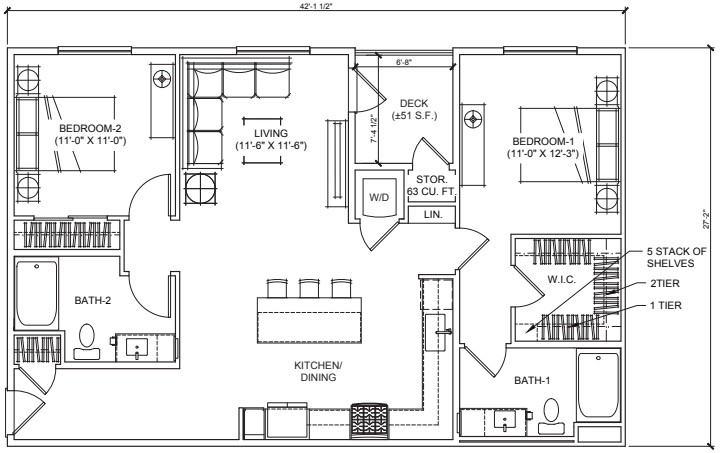


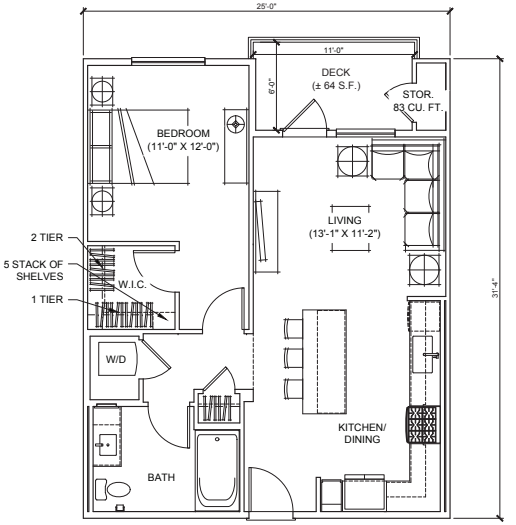
UNIT P2.2 | 6

2 BED / 2 BATH - 1087 S.F. (24 TOTAL)



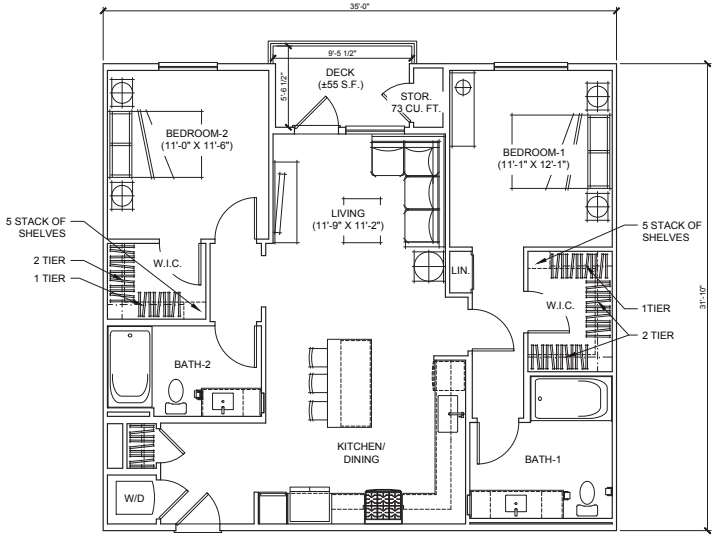
UNIT P2.0 | 4

2 BED / 2 BATH - 1084 S.F. (60 TOTAL)



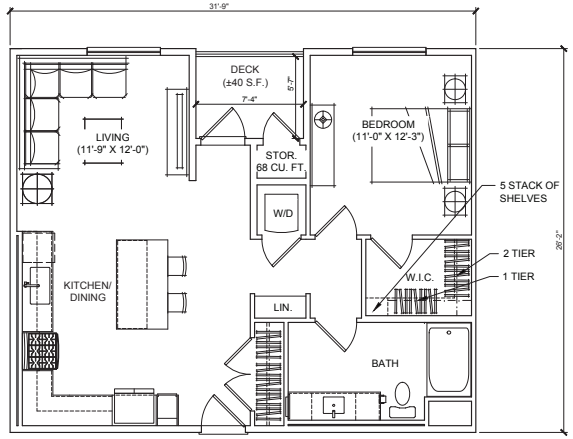
UNIT P1.1 | 2

1BED / 1 BATH - 719 S.F. (80 TOTAL)



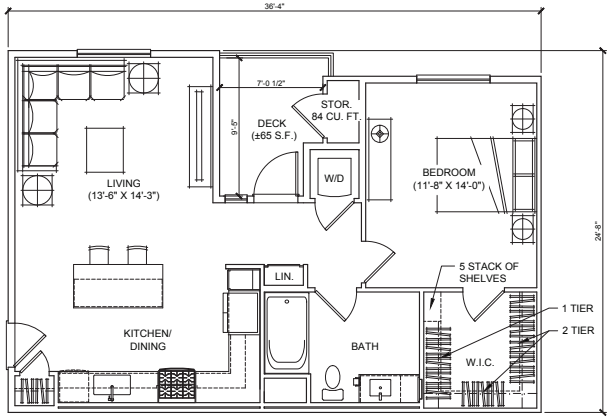
UNIT P2.1 | 5

2 BED / 2 BATH - 1064 S.F. (32 TOTAL)



UNIT P1.2 | 3

1BED / 1 BATH - 777 S.F. (12 TOTAL)



UNIT P1.0 | 1

1BED / 1 BATH - 794 S.F. (20 TOTAL)

0 2' 4' 8'
SCALE: 1/4" = 1'-0"

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CHRIS WEIMHOLT

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5TH SUBMITTAL	05/27/2025

A9.0
UNIT PLANS

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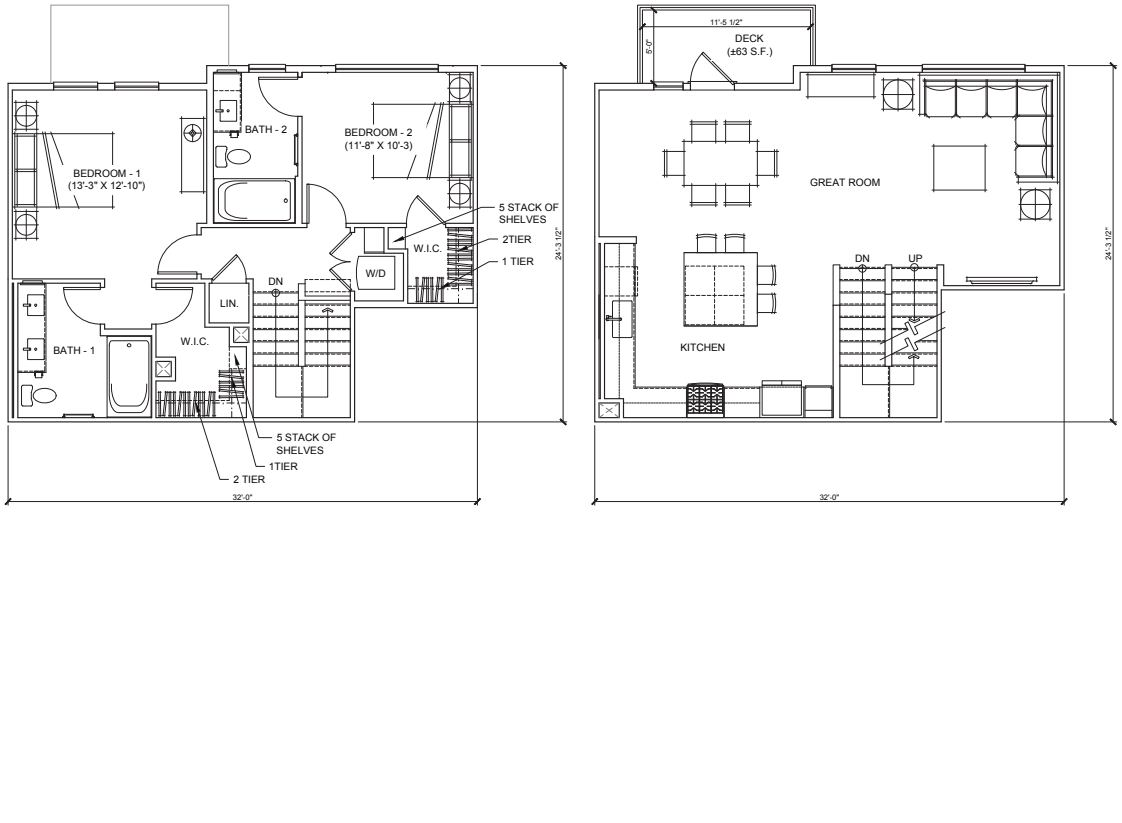

THIRD FLOOR

SECOND FLOOR

FIRST FLOOR

TH.- 1 | 1

3 BR / 3 BATH - ±1,806 S.F. (6 TOTAL)

SCALE: 1/4" = 1'-0"

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5TH SUBMITTAL	05/27/2025

A9.1
UNIT PLANS

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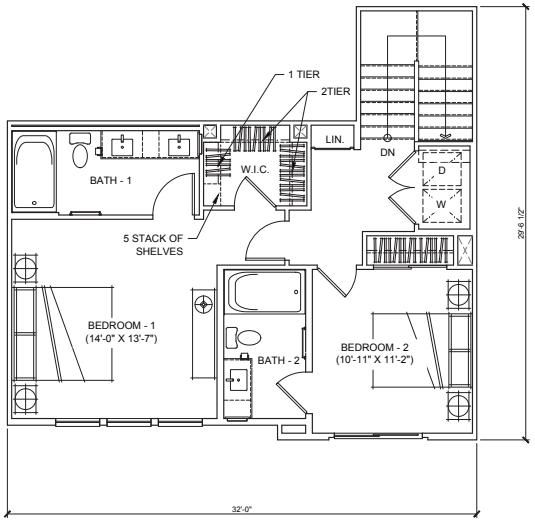
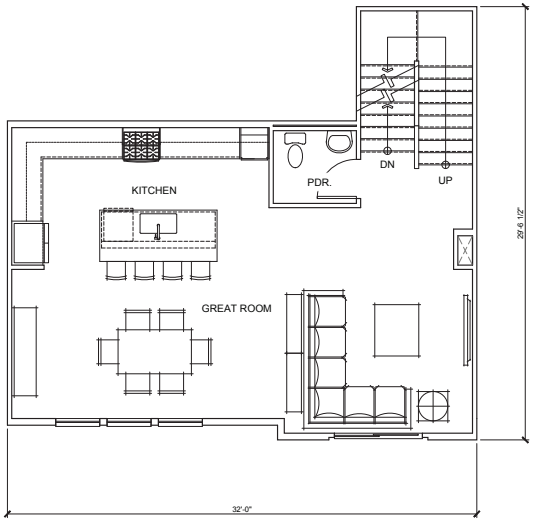
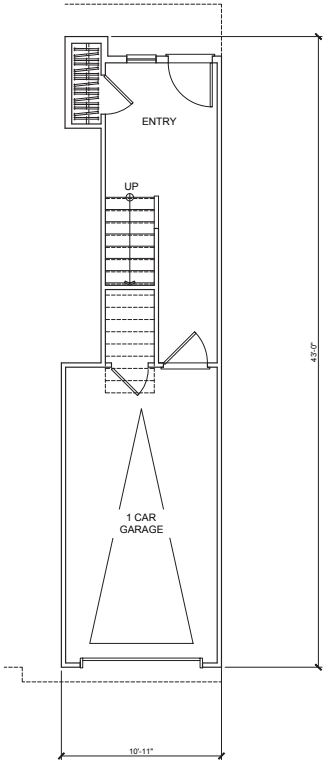


THIRD FLOOR



SECOND FLOOR



FIRST FLOOR

TH.- 2 | 1

2 BR / 2.5 BATH - ±1,577 S.F.(6 TOTAL)

SCALE: 1/4" = 1'-0"

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5TH SUBMITTAL	05/27/2025

A9.2
UNIT PLANS

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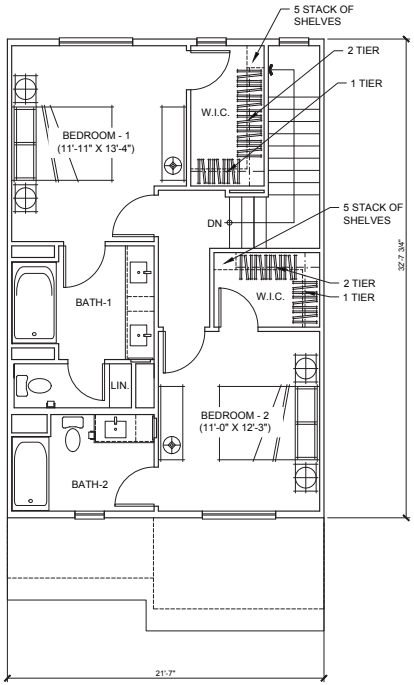
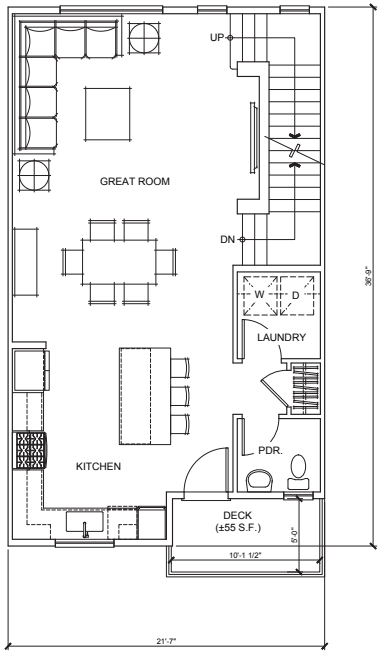
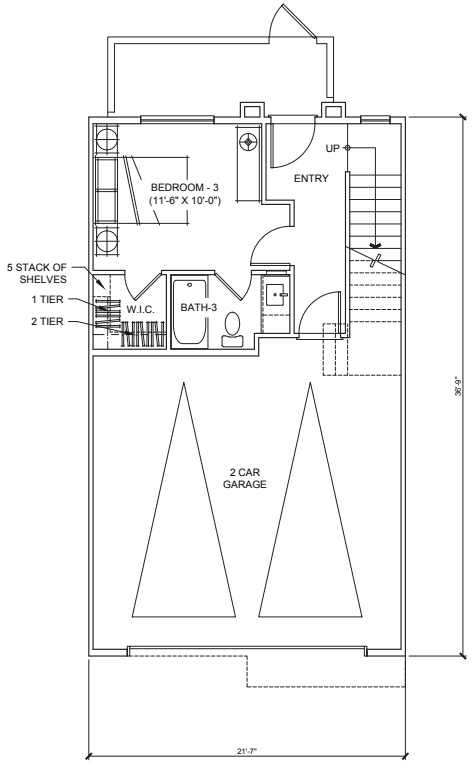


THIRD FLOOR



SECOND FLOOR



FIRST FLOOR

TH.- 3 1

3 BR / 3.5 BATH - ±1,746 S.F.(8 TOTAL)

0 2' 4' 8'

SCALE: 1/4" = 1'-0"

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22049 ALEXAN ESCONDIDO
ESCONDIDO, CA

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5TH SUBMITTAL	05/27/2025

A9.3
UNIT PLANS

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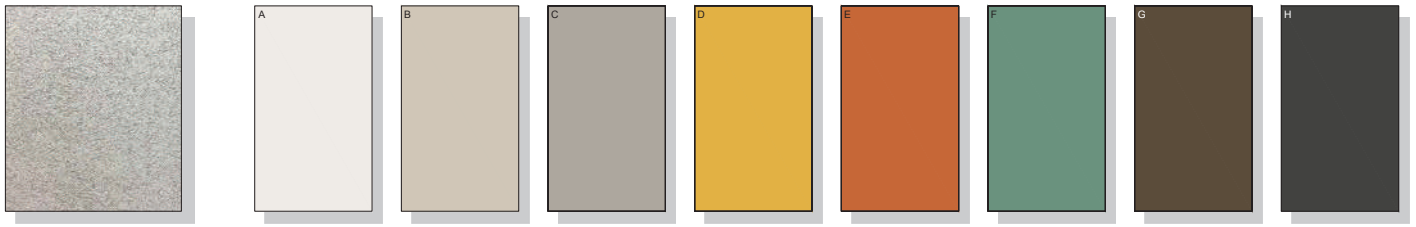
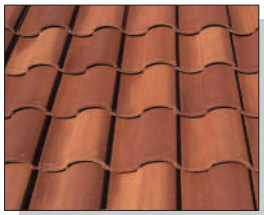
1 EXTERIOR PLASTER
LIGHT SAND FINISH

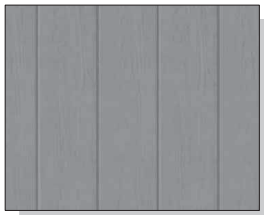
2 PAINT COLORS



3 CONCRETE "S" PROFILE ROOF TILE



4 VERTICAL CEMENTITIOUS SIDING



5 STONE VENEER



6 DARK VINYL WINDOWS





BUILDING TYPE B - FRONT ELEVATION

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CHRIS WEIMHOLT

TRAMMELL CROW RESIDENTIAL
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CARLSBAD, CA 92008
760.444.5205

22049 ALEXAN ESCONDIDO
ESCONDIDO, CA

1ST SUBMITTAL	07/20/2023
2ND SUBMITTAL	12/12/2023
3RD SUBMITTAL	04/19/2024
4TH SUBMITTAL	02/13/2025
5TH SUBMITTAL	05/27/2025

A10.0
MATERIAL BOARD

PARKING SUMMARY

PARKING REQUIRED PER AB2345			
UNIT TYPE	PARKING REQ. PER DWELLING UNIT	NO OF UNITS	STALLS REQUIRED
1 BEDROOM	1.0	112	112
2 BEDROOM	1.5	122	183
3 BEDROOM	1.5	24	36
		TOTAL PARKING REQUIRED	331

PARKING REQUIRED PER ZONING CODE			
UNIT TYPE	PARKING REQ. PER DWELLING UNIT	NO OF UNITS	STALLS REQUIRED
1 BEDROOM	1.5	112	168
2 BEDROOM	1.75	122	214
3 BEDROOM	2.0	24	48
GUEST	0.25	258	65
		TOTAL PARKING REQUIRED	494

PARKING PROVIDED	
OPEN STANDARD STALLS	194
OPEN TANDEM STALLS*	15
OPEN PARALLEL STALLS	11
CARPORT STALLS	52
GARAGE STALLS	169
TOTAL PARKING PROVIDED	441
PARKING RATIO (PER UNIT)	1.71
EV READY STALLS (40% OF TOTAL PARKING)	177
EV CHARGER STALLS (10% OF TOTAL PARKING)	45
ADA EV CHARGER STALLS (1/25 EV CHARGER MIN)	2

* TANDEM STALLS ARE COUNTED IN ADDITION TO THE ATTACHED GARAGE STALL

PROJECT INFO

SITE ADDRESS:	CORNER OF FELICITA RD. AND BROTHERTON RD., ESCONDIDO, CA
PROJECT DESCRIPTION:	THE PROPOSED PROJECT CONSISTS OF 258 UNITS UTILIZING A COMBINATION OF 3 STORY TOWNHOMES, AND 3- AND 4-STORY ON GRADE WITH TUCK UNDER GARAGES. THERE IS A MIX OF UNITS RANGING FROM 1-BEDROOM TO 3-BEDROOMS. THERE IS A TOTAL OF 4 DIFFERENT RESIDENTIAL BUILDINGS AND A 2-STORY LEASING/AMENITY BUILDING.
ARCHITECTURAL DESCRIPTION:	THIS SPANISH ECLECTIC-STYLE MULTI-FAMILY DEVELOPMENT BLENDS SPANISH AND COLONIAL INFLUENCES WITH 3- AND 4-STORY BUILDINGS FEATURING WHITE OR LIGHT-COLORED STUCCO WALLS, LOW-PITCHED GABLE ROOFS, AND SECOND-STORY CANTILEVERED BALCONIES. THE DESIGN EMPHASIZES HORIZONTAL LINES, OVERHANGING EAVES, AND CONTRASTING WOOD DETAILING TO CREATE A DISTINCTIVE, HISTORIC CALIFORNIA CHARACTER. THE ARCHITECTURE CONVEYS A TIMELESS AESTHETIC WHILE PROVIDING MODERN RESIDENTIAL DENSITY.
APN:	236-333-41-00 / 236-333-53-00
SITE AREA:	±7.92 ACRES (NET) (345,083 S.F.)
UNITS:	258 UNITS
NET DENSITY:	32.6 DU / ACRE
CONSTRUCTION TYPE:	TYPE VA
SPRINKLERS:	YES
ZONING:	EXISTING: RE-20 PROPOSED: R-5-30
GENERAL PLAN DESIGNATION:	EXISTING: PLANNED OFFICE PROPOSED: URBAN V
FAR:	(365,859 S.F.TOTAL BLDG AREA - 42,084 S.F. TOTAL GARAGE AREA) = 323,775 S.F. FLOOR AREA/ 345,083 S.F. SITE AREA = 0.94 FAR

PROJECT TEAM

CLIENT:	TRAMMELL CROW RESIDENTIAL 5790 FLEET STREET, SUITE 140 CARLSBAD, CA 92008 CONTACT: GREG MOISEVE PHONE: 760.444.5205
ARCHITECT:	ARCHITECTURE DESIGN COLLABORATIVE 23231 SOUTH POINTE DRIVE LAGUNA HILLS, CA 92653 CONTACT: CHRIS WEIMHOLT PHONE: 949.267.1660 EXT. 202
CIVIL ENGINEER:	NASLAND ENGINEERING 4740 RUFFNER STREET SAN DIEGO, CA 92111 CONTACT: DANIEL QUINONES PHONE: 858.292.7770
LANDSCAPE ARCHITECT:	EPT DESIGN 532 W 1ST STREET, SUITE 218 CLAREMONT, CA 91711 CONTACT: STEPHEN CARROLL PHONE: 626.795.2008

UTILITY PROVIDERS

GAS:	SDG&E
ELECTRIC:	SDG&E
WATER:	RINCON WATER DISTRICT
SEWER:	CITY OF ESCONDIDO
TRASH:	ESCONDIDO DISPOSAL, INC.

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G0.2	OPEN SPACE EXHIBIT
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A1.1	FIRE MASTER PLAN
A2.0	BUILDING A FLOOR PLANS AND ROOF PLAN
A2.1	BUILDING A EXTERIOR ELEVATIONS
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A3.0	BUILDING B FLOOR PLANS AND ROOF PLAN
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A9.2	UNIT PLANS
A9.3	UNIT PLANS
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A10.0	MATERIAL BOARD

UNIT SUMMARY

PLAN	BED/BATH	UNIT S.F.	NO. OF UNITS	UNIT S.F. TOTAL	UNIT MIX
P1.0	1 BED / 1 BA	±794	20	15,880	8%
P1.1	1 BED / 1 BA	±719	80	57,520	31%
P1.2	1BED / 1 BA	±777	12	9,324	5%
	1 BEDROOM SUBTOTAL		112	82,724	
P2.0	2 BED / 2 BA	±1084	60	65,040	23%
P2.1	2 BED / 2 BA	±1064	32	34,048	12%
P2.2	2 BED / 2 BA	±1087	24	26,088	9%
TH-2	2BED / 2.5 BA	±1577	6	9,462	2%
	2 BEDROOM SUBTOTAL		122	134,638	
TH-1	3 BED / 3 BA	±1806	6	10,836	2%
TH-3	3 BED / 3.5 BA	±1746	8	13,968	3%
TH-4	3BED / 3 BA	±1587	10	15,870	4%
	3 BEDROOM SUBTOTAL		24	40,674	
TOTAL			258	258,036	100%

CONCESSION AND WAIVER TABLE

SUBJECT	REQUIREMENT	PROVIDED	CONCESSIONS	WAIVERS
OPEN SPACE	200 S.F. / UNIT + 200 S.F. FOR EVERY ADDITIONAL BEDROOM 1BEDROOM (200 S.F.) = 22,400 S.F. 2BEDROOM (400 S.F.) = 48,800 S.F. 3BEDROOM (600 S.F.) = 14,400 S.F. TOTAL REQUIRED = 85,600 S.F.	74,801 S.F.		YES
PROJECTIONS INTO SETBACKS	FRONT/REAR SETBACK - 4FT MAX. PROJECTION SIDE SETBACK - 2FT MAX. PROJECTION	6'-1" PROJECTION INTO FRONT SETBACK	YES	
STORAGE	80 CU.FT. / UNIT (TOTAL 258 UNITS) = 20,640 CU.FT.	16,256 CU. FT.		YES
FAR	0.9	0.94		YES

BUILDING AREA SUMMARY

BLDG. TYPE A	RESIDENTIAL (S.F.)	CIRC. / UTILITY (S.F.)	GARAGE (S.F.)	TOTAL (S.F.)
1ST FLOOR	2,043	60	2,010	4,113
2ND FLOOR	4,535	0	0	4,535
3RD FLOOR	4,341	0	0	4,341
TOTAL (S.F.)	10,919	60	2,010	12,989
TOTAL AREA ON SITE (2 TOTAL BUILDINGS)				
x2	21,838	120	4,020	25,978

BLDG. TYPE B	RESIDENTIAL (S.F.)	CIRC. / UTILITY (S.F.)	GARAGE (S.F.)	TOTAL (S.F.)
1ST FLOOR	2,040	60	4,313	6,413
2ND FLOOR	7,480	0	0	7,480
3RD FLOOR	6,667	0	0	6,667
TOTAL (S.F.)	16,187	60	4,313	20,560
TOTAL AREA ON SITE (2 TOTAL BUILDINGS)				
x2	32,374	120	8,626	41,120

BLDG. TYPE C	RESIDENTIAL (S.F.)	CIRC. / UTILITY (S.F.)	GARAGE (S.F.)	TOTAL (S.F.)
1ST FLOOR	4,240	800	3,759	8,799
2ND FLOOR	8,509	693	0	9,202
3RD FLOOR	8,509	693	0	9,202
TOTAL (S.F.)	21,258	2,186	3,759	27,203
TOTAL AREA ON SITE (4 TOTAL BUILDINGS)				
x4	85,032	8,744	15,036	108,812

BLDG. TYPE D	RESIDENTIAL (S.F.)	CIRC. / UTILITY (S.F.)	GARAGE (S.F.)	TOTAL (S.F.)
1ST FLOOR	12,575	3,436	5,332	21,343
2ND FLOOR	18,740	3,224	0	21,964
3RD FLOOR	18,740	3,224	0	21,964
4TH FLOOR	18,740	3,224	0	21,964
TOTAL (S.F.)	68,795	13,108	5,332	87,235
TOTAL AREA ON SITE (2 TOTAL BUILDINGS)				
x2	137,590	26,216	10,664	174,470

BLDG. TYPE E	CIRC. / UTILITY (S.F.)	AMENITY / LEASING (S.F.)	TOTAL (S.F.)
1ST FLOOR	676	5,297	5,973
2ND FLOOR	534	5,047	5,581
TOTAL (S.F.)	1,210	10,344	11,554
TOTAL AREA ON SITE (1 TOTAL BUILDING)			
x1	1,210	10,344	11,554

BLDG. TYPE F	AMENITY (S.F.)	GARAGE (S.F.)	TOTAL (S.F.)
1ST FLOOR	197	465	662
TOTAL (S.F.)	197	465	662
TOTAL AREA ON SITE (1 TOTAL BUILDING)			
x1	197	465	662

BLDG. TYPE G	AMENITY (S.F.)	GARAGE (S.F.)	TOTAL (S.F.)
1ST FLOOR	0	1,091	1,091
TOTAL (S.F.)	0	1,091	1,091
TOTAL AREA ON SITE (3 TOTAL BUILDINGS)			
x3	0	3,273	3,273

TOTAL PROJECT BUILDING AREA						
	OCCURANCE ON SITE	RESIDENTIAL (S.F.)	CIRC. / UTILITY (S.F.)	GARAGE (S.F.)	AMENITY (S.F.)	TOTAL (S.F.)
BLDG. TYPE A	2	21,838	120	4,020	0	25,978
BLDG. TYPE B	2	32,374	120	8,626	0	41,120
BLDG. TYPE C	4	85,032	8,744	15,036	0	108,812
BLDG. TYPE D	2	137,590	26,216	10,664	0	174,470
BLDG. TYPE E	1	0	1,210	0	10,334	11,544
BLDG. TYPE F	1	0	0	465	197	662
BLDG. TYPE G	3	0	0	3,273	0	3,273
TOTAL	15	276,834	36,410	42,084	10,531	365,859

VICINITY MAP



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22049 # **ALEXAN ESCONDIDO**
ESCONDIDO, CA

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4TH SUBMITTAL	02/13/2025
5TH SUBMITTAL	05/27/2025
5TH SUBMITTAL REV	06/30/2026

G0.0
GENERAL INFORMATION



VIEW LOOKING WEST FROM PALM TERRACE (10)



VIEW LOOKING EAST ON FELICITA RD. (06)



VIEW LOOKING WEST FROM MILLER AVE. (04)



VIEW LOOKING EAST FROM INTERSECTION OF W. CITRACADO PKWY AND FELICITA RD. (09)



VICINITY MAP



VIEW LOOKING NORTH ON BROTHERTON RD. (03)



VIEW LOOKING NORTH FROM FREEWAY 15. (08)



VIEW LOOKING NORTHWEST FROM MILLER AVE. (02)



VIEW LOOKING EAST FROM BROTHERTON RD. (07)



VIEW LOOKING SOUTH ON BROTHERTON RD. (05)



VIEW LOOKING SOUTHWEST FROM W. CITRACADO PKWY. (01)

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5TH SUBMITTAL	05/27/2025

G0.1
SITE PHOTO CONTEXT

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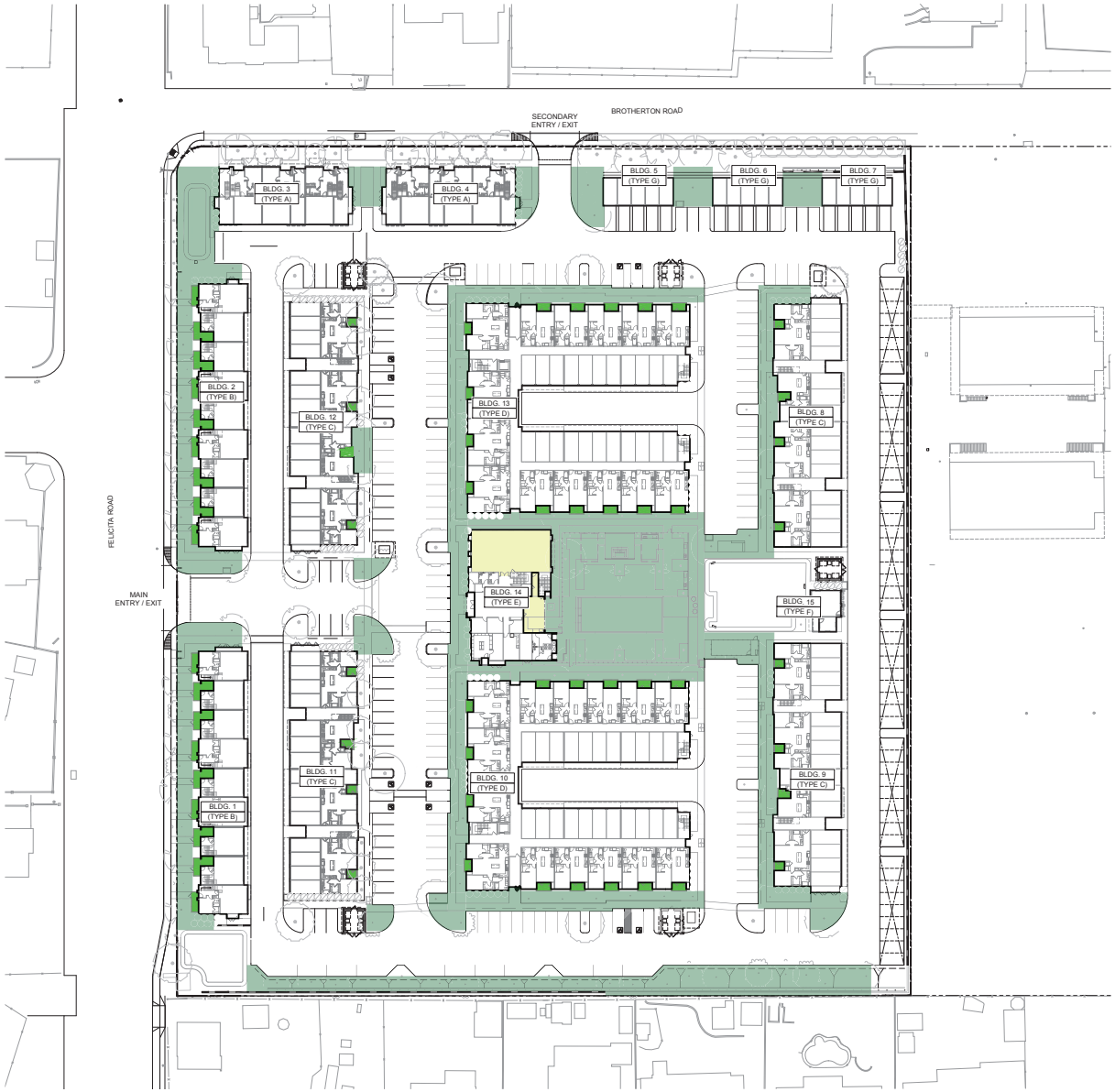

LEGEND

PROPERTY LINE

COLOR LEGEND

- COMMON OPEN SPACE
- PRIVATE OPEN SPACE
- INDOOR AMENITY SPACE

OPEN SPACE CALCULATION

OPEN SPACE REQUIRED		
200 S.F. PER UNIT + 200 S.F. FOR ADDITIONAL BEDROOM		
1 BEDROOM (200 S.F.)	112 UNITS	22,400 SF
2 BEDROOM (400 S.F.)	122 UNITS	48,800 SF
3 BEDROOM (600 S.F.)	24 UNITS	14,400 SF
TOTAL OPEN SPACE REQUIRED		85,600 SF

PROVIDED OPEN SPACE		
COMMON OPEN SPACE	POOL AREA	15,935 SF
	WALKS & LANDSCAPE	37,521 SF
COMMON OPEN SPACE SUBTOTAL		*53,456 SF*
INDOOR AMENITY SPACE	FITNESS	1,836 SF
	CLUB ROOM	1,759 SF
	LOGGIA	507 SF
	DECK	987 SF
INDOOR AMENITY SPACE SUBTOTAL		*5,089 SF*
PRIVATE - BALCONY & PATIO		
P1.0	20 DU @ 65 S.F.	1,300 SF
P1.1	80 DU @ 64 S.F.	5,120 SF
P2.0	60 DU @ 51 S.F.	3,060 SF
P2.1	32 DU @ 55 S.F.	1,925 SF
TH-1	6 DU @ 63 S.F.	378 SF
TH-3	8 DU @ 55 S.F.	440 SF
TH-4	10 DU @ 69 S.F.	690 SF
SIDE YARD GROUND FLOOR PATIOS		2,113 SF
PRIVATE - BALCONY & PATIO SUBTOTAL		*15,026 SF*
TOTAL OPEN SPACE PROVIDED		73,571 SF

N

0 20' 40' 80'
SCALE: 1" = 40-0"

SITE PLAN - OPEN SPACE 1

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G0.2
OPEN SPACE EXHIBIT

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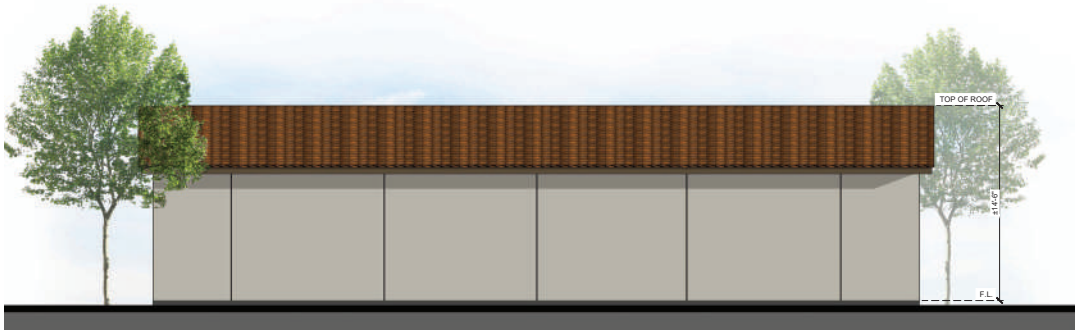
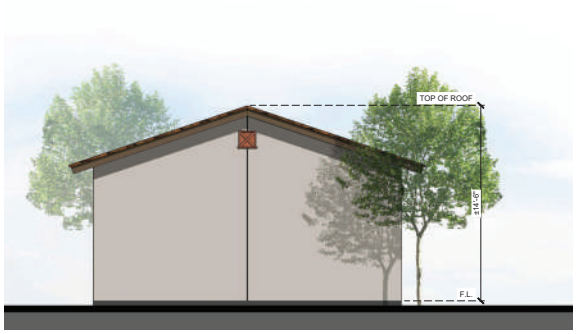
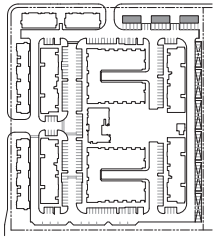


REAR ELEVATION 5

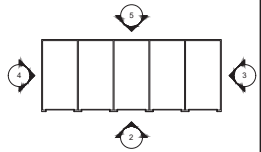


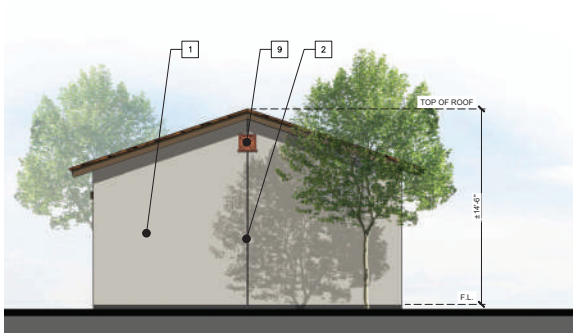
RIGHT ELEVATION 3

KEY PLAN

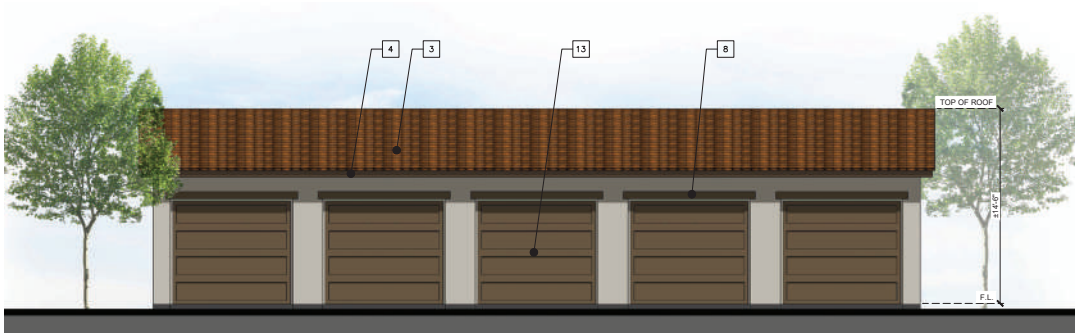


BLDG. PLAN

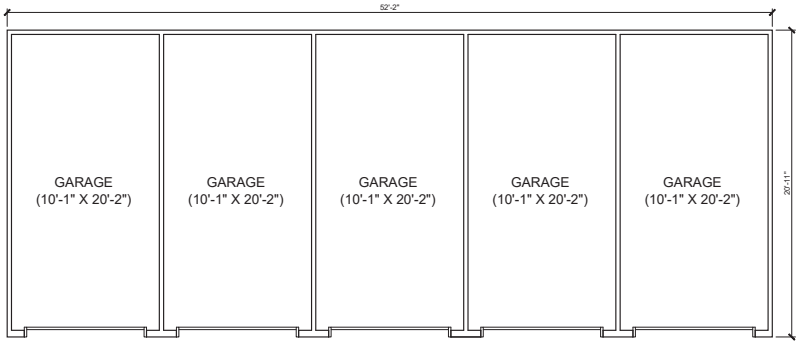




LEFT ELEVATION 4



FRONT ELEVATION 2



FLOOR PLAN 1

MATERIAL LEGEND:

1	EXTERIOR PLASTER
2	PLASTER SCREEDS
3	CONCRETE "S" PROFILE ROOF TILE
4	PAINTED FASCIA
5	STONE VENEER
6	VERTICAL CEMENTITIOUS SIDING
7	DARK VINYL WINDOW
8	FOAM TRIM
9	DECORATIVE CLAY VENT
10	WOOD CORBEL DETAIL
11	PAINTED WOOD TRELLIS
12	PAINTED METAL GUARDRAIL
13	SECTIONAL GARAGE DOOR
14	DECORATIVE TILE
15	STOREFRONT GLAZING SYSTEM
16	PAINTED WOOD POST
17	PAINTED METAL AWNING

0 2' 4' 8'
SCALE: 1/4" = 1'-0"

architecture design collaborative
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5TH SUBMITTAL REV	06/30/2026

BUILDING G FLOOR PLAN AND ELEVATIONS **A8.3**

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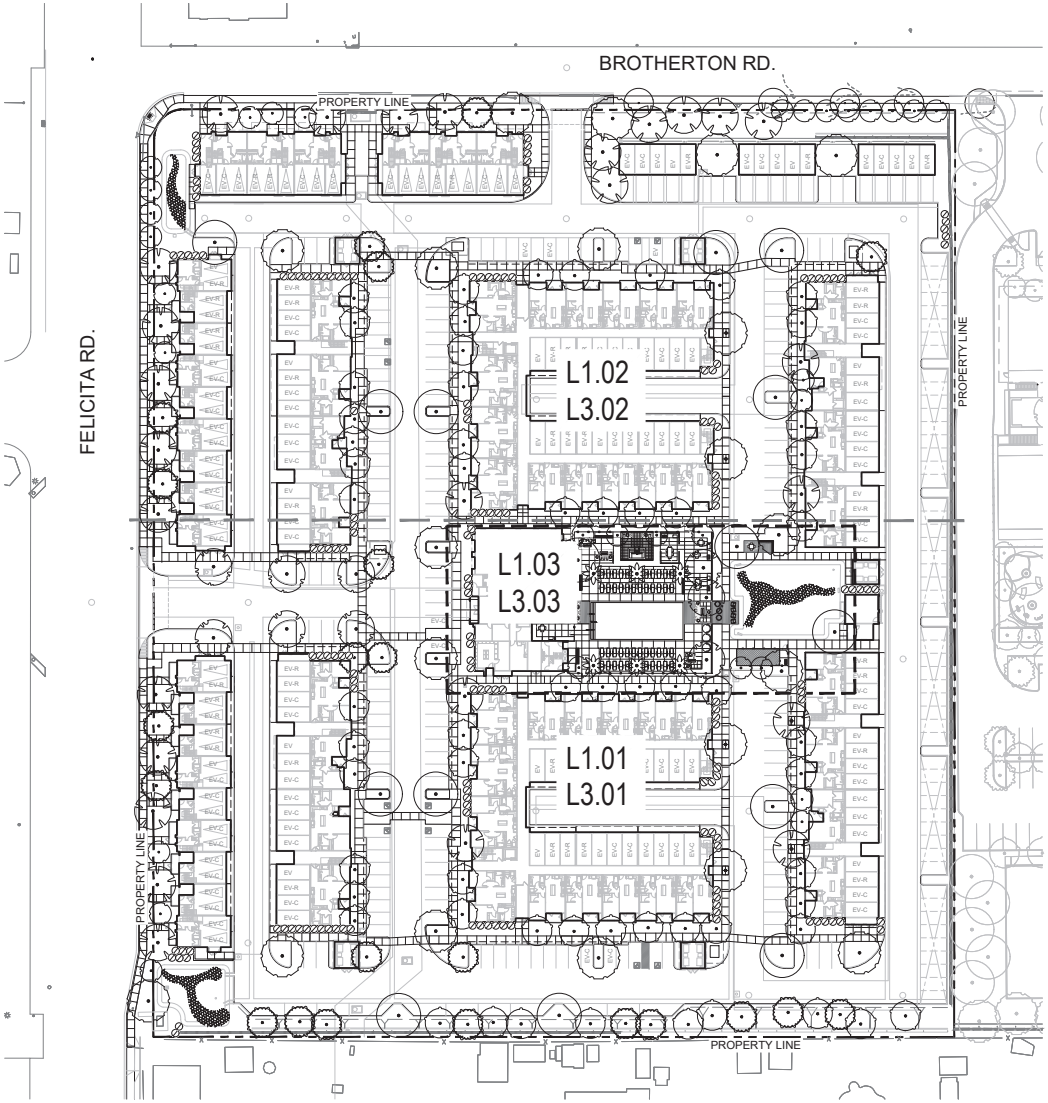

0 10 20 40 80 Feet
Scale: 1" = 40'

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L0.00
OVERALL PLAN



0 5 15 30 60 Feet
Scale: 1" = 30'

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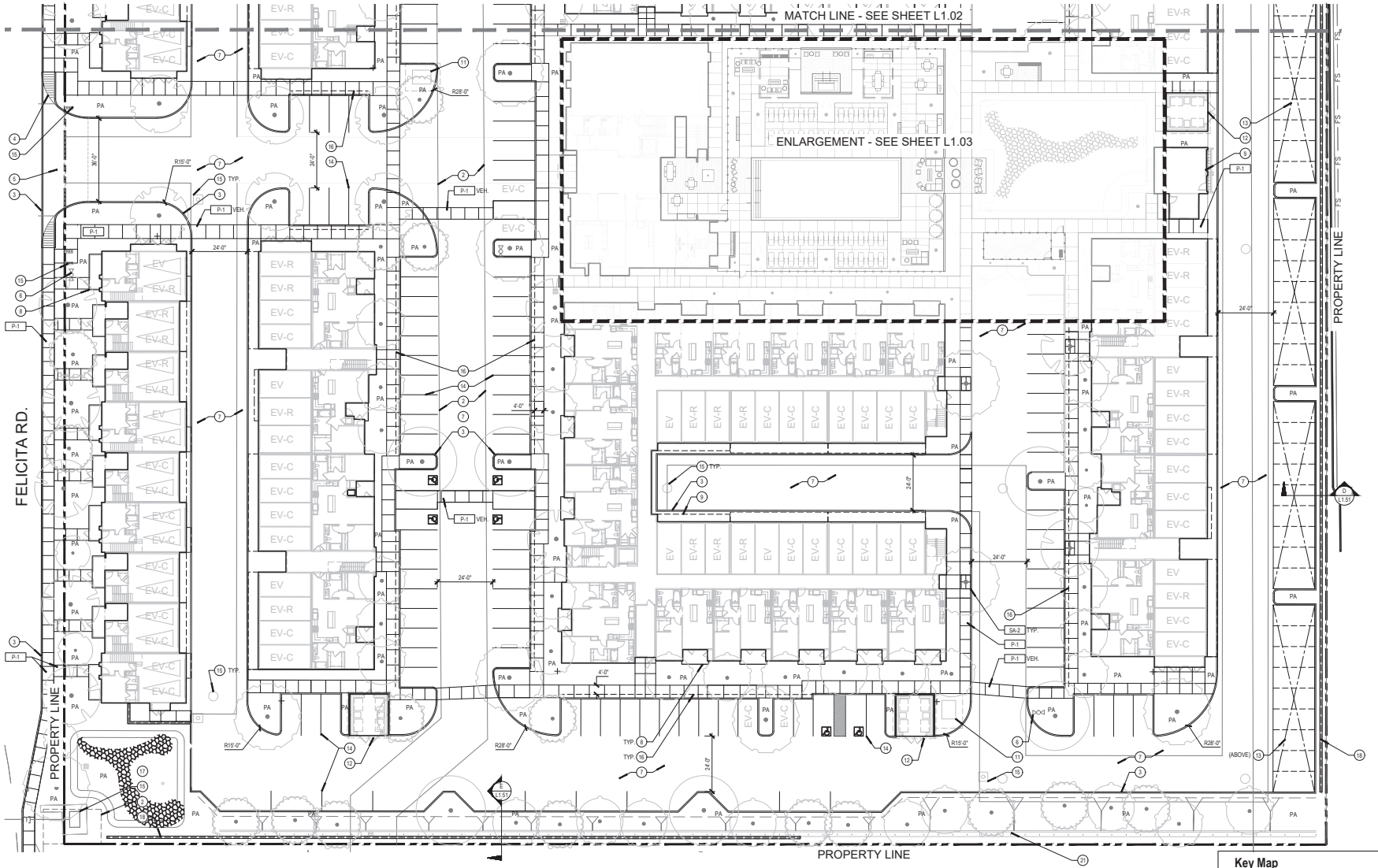
L0.01
OVERALL ILLUSTRATIVE PLAN



PAVING LEGEND	
ITEM	DESCRIPTION
P-1	NATURAL CONCRETE
P-2	WOOD DECK PAVERS
P-3	ENHANCED CONCRETE @ POOL AREA
P-4	SYNTHETIC TURF AT DOG RUN
P-5	CONCRETE STEPS
P-6	CONCRETE MOW CURB
P-7	POOL AND SPA COPING

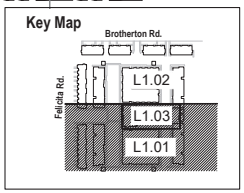
WALL LEGEND	
W-1	SCREEN WALL
W-2	POOL ENCLOSURE WALL
W-3	CONCRETE SEATWALL

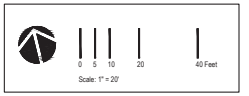
FENCE LEGEND	
F-1	POOL ENCLOSURE FENCE
F-2	FENCE AT DOG PARK

GATE LEGEND	
G-1	POOL ENCLOSURE GATE
G-2	GATE AT DOG PARK

SITE AMENITIES LEGEND	
SA-1	OUTDOOR KITCHEN COUNTER
SA-2	TREE GRATE
SA-3	OVERHEAD TRELLIS
SA-4	FESTOON LIGHTING / SUPPORT POLES
SA-5	FIRE PIT
SA-6	BIKE RACK
SA-7	LIGHTPOST
SA-8	BOLLARD LIGHT
SA-9	OVERHEAD HEATER

CONSTRUCTION REFERENCE LEGEND	
ITEM	DESCRIPTION
1	EXISTING SIDEWALK - PROTECT IN PLACE
2	UTILITY EASEMENT - PROTECT IN PLACE
3	CURB AND GUTTER - PER CIVIL
4	CURB RAMP - PER CIVIL
5	NEW DRIVEWAY - PER CIVIL
6	FIRE HYDRANT - PER CIVIL
7	ASPHALT PAVING - PER CIVIL
8	RESIDENTIAL PATIO - PER ARCHITECT
9	BUILDING OVERHANG - PER ARCHITECT
10	BUILDING COLUMN - PER ARCHITECT
11	TRANSFORMER PAD - PER ELECTRICAL
12	TRASH ENCLOSURE - PER ARCHITECT
13	CARPORT WITH POTENTIAL SOLAR - BY OTHERS
14	STRIPING - BY OTHERS
15	UTILITY - BY OTHERS
16	VEHICLE 2'-0" OVERHANG
17	STORMWATER TREATMENT - BY CIVIL
18	PERIMETER RETAINING WALL - BY CIVIL
19	DINING FURNISHINGS - BY OTHERS
20	LOUNGE FURNISHINGS - BY OTHERS
21	V-DITCH BY CIVIL
22	GARAGE AND STRIPING BY ARCHITECT





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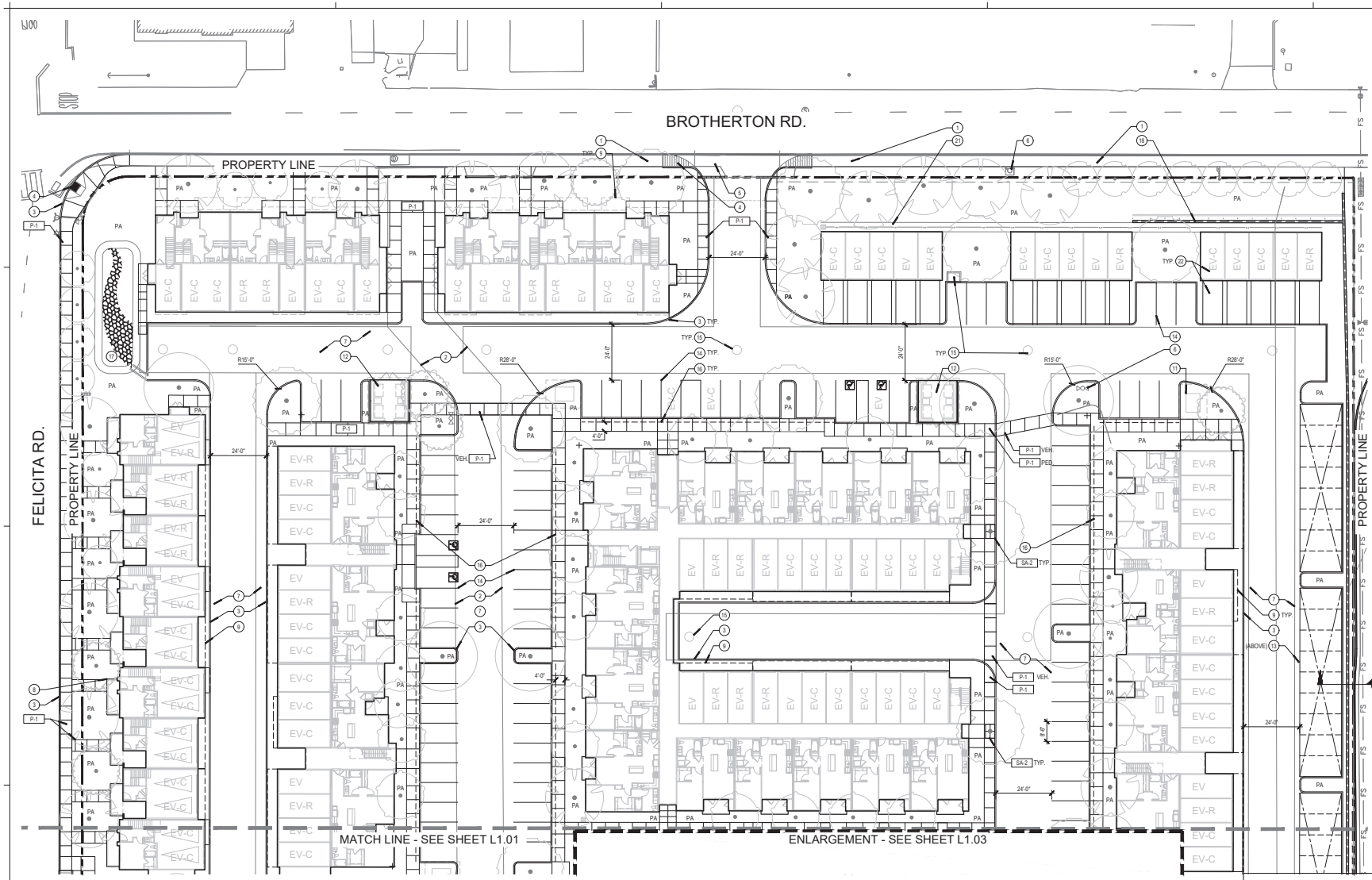
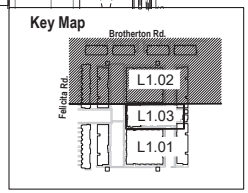
L1.01
CONSTRUCTION PLAN





PAVING LEGEND	
ITEM	DESCRIPTION
P-1	NATURAL CONCRETE
P-2	WOOD DECK PAVERS
P-3	ENHANCED CONCRETE @ POOL AREA
P-4	SYNTHETIC TURF AT DOG RUN
P-5	CONCRETE STEPS
P-6	CONCRETE MOW CURB
P-7	POOL AND SPA COPING

WALL LEGEND	
W-1	SCREEN WALL
W-2	POOL ENCLOSURE WALL
W-3	CONCRETE SEATWALL

FENCE LEGEND	
F-1	POOL ENCLOSURE FENCE
F-2	FENCE AT DOG PARK

GATE LEGEND	
G-1	POOL ENCLOSURE GATE
G-2	GATE AT DOG PARK

SITE AMENITIES LEGEND	
SA-1	OUTDOOR KITCHEN COUNTER
SA-2	TREE GRATE
SA-3	OVERHEAD TRELLIS
SA-4	FESTOON LIGHTING / SUPPORT POLES
SA-5	FIRE PIT
SA-6	BIKE RACK
SA-7	LIGHTPOST
SA-8	BOLLARD LIGHT
SA-9	OVERHEAD HEATER

CONSTRUCTION REFERENCE LEGEND	
ITEM	DESCRIPTION
1	EXISTING SIDEWALK - PROTECT IN PLACE
2	UTILITY EASEMENT - PROTECT IN PLACE
3	CURB AND GUTTER - PER CIVIL
4	CURB RAMP - PER CIVIL
5	NEW DRIVEWAY - PER CIVIL
6	FIRE HYDRANT - PER CIVIL
7	ASPHALT PAVING - PER CIVIL
8	RESIDENTIAL PATIO - PER ARCHITECT
9	BUILDING OVERHANG - PER ARCHITECT
10	BUILDING COLUMN - PER ARCHITECT
11	TRANSFORMER PAD - PER ELECTRICAL
12	TRASH ENCLOSURE - PER ARCHITECT
13	CARPORT WITH POTENTIAL SOLAR - BY OTHERS
14	STRIPING - BY OTHERS
15	UTILITY - BY OTHERS
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17	STORMWATER TREATMENT - BY CIVIL
18	PERIMETER RETAINING WALL - BY CIVIL
19	DINING FURNISHINGS - BY OTHERS
20	LOUNGE FURNISHINGS - BY OTHERS
21	V-DITCH BY CIVIL
22	GARAGE AND STRIPING BY ARCHITECT

0 5 10 20 40 Feet
Scale: 1" = 20'

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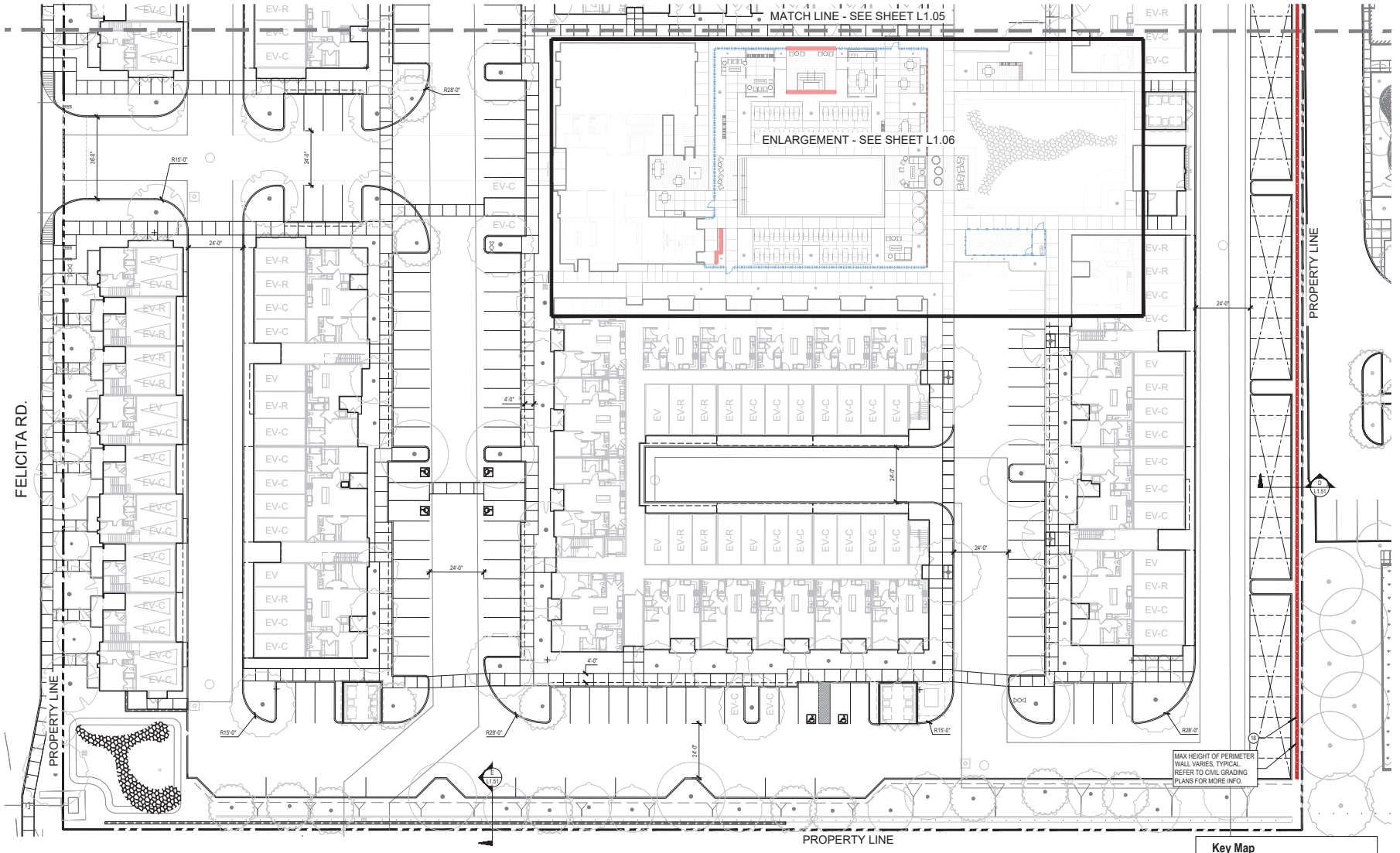
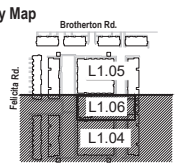
L1.02
CONSTRUCTION PLAN



LEGEND#	SYMBOL	DESCRIPTION	MATERIAL/MODEL	FINISH	DETAIL
WALLS AND FENCE LEGEND					
W-1		SCREEN WALL +6' FROM F.S.	CMU	BURNISHED BLOCK & DECORATIVE TILE	DETAIL G SHEET L1.52
18		PERIMETER RETAINING WALL - HT. VARIES	PER CIVIL PLANS / WITH TUBE STEEL GUARDRAIL	PAINTED GUARDRAIL (BLACK)	DETAIL D & E SHEET L1.51
W-2		POOL ENCLOSURE WALL	CMU	BURNISHED	DETAIL B SHEET L1.51
W-3		SEAT WALL +1.5' FROM F.S.	CMU / WOOD	BURNISHED / SEALED	DETAIL J SHEET L1.51

LEGEND#	SYMBOL	DESCRIPTION	MATERIAL/MODEL	FINISH	DETAIL
F-1		POOL FENCING +5' FROM F.S.	GLASS	TEMPERED	DETAIL I SHEET L1.51
F-2		PET RELIEF FENCING +3.5' FROM F.S.	TUBE STEEL W/ WIRE MESH	PAINTED (BLACK)	DETAIL I SHEET L1.51
GATE LEGEND					
G-1		POOL GATE +5' FROM F.S.	GLASS	-	DETAIL F SHEET L1.52
G-2		PET RELIEF GATE +3.5' FROM F.S.	TUBE STEEL W/ WIRE MESH	PAINTED (BLACK)	DETAIL I SHEET L1.51

Key Map



0 5 10 20 40 Feet
Scale: 1" = 20'

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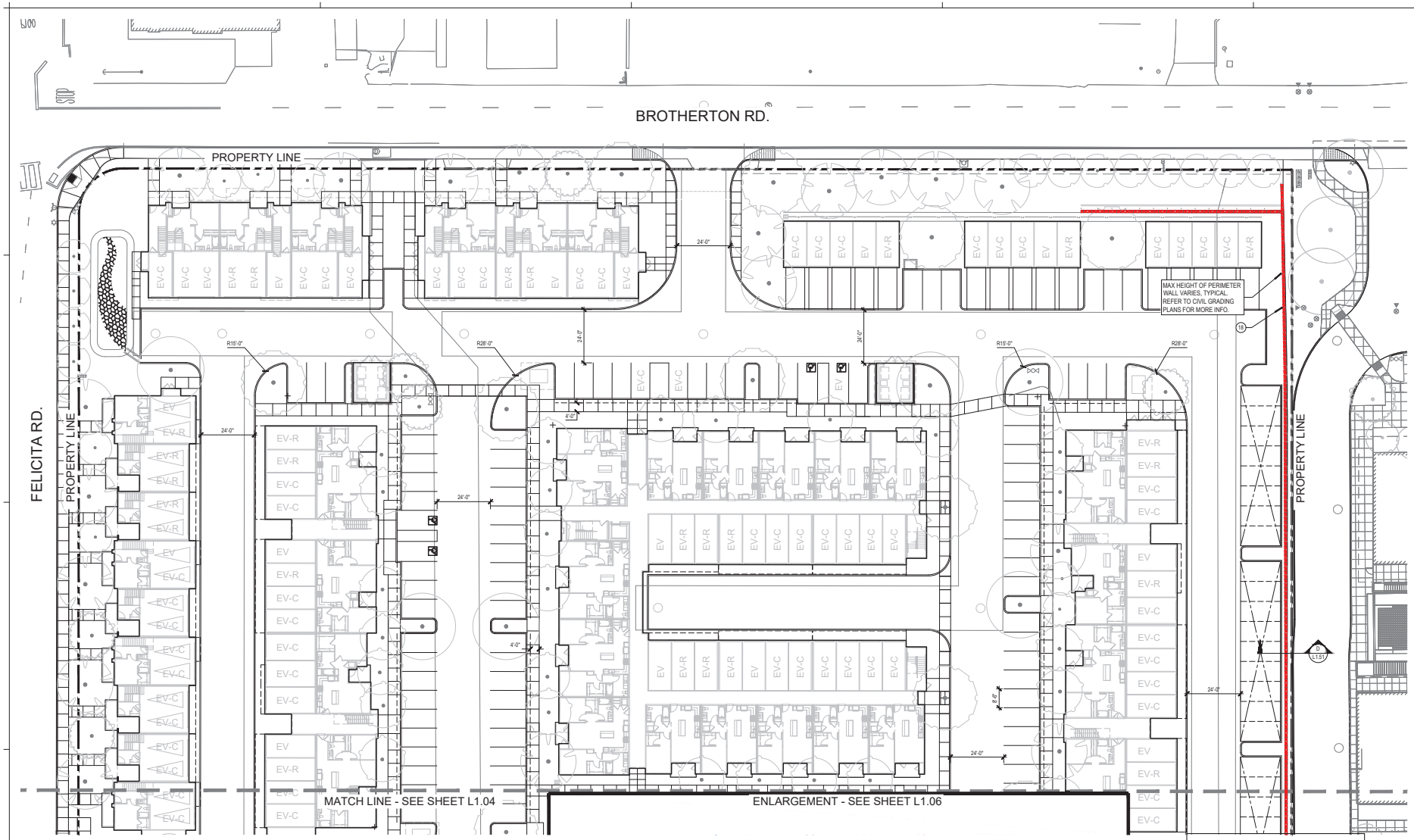
L1.04
WALL & FENCE PLAN



LEGEND#	SYMBOL	DESCRIPTION	MATERIAL/MODEL	FINISH	DETAIL
WALLS AND FENCE LEGEND					
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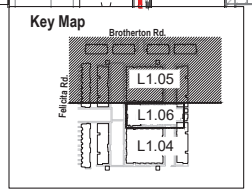
W-2		POOL ENCLOSURE WALL	CMU	BURNISHED	DETAIL B SHEET L1.51
W-3		SEAT WALL +1.5' FROM F.S.	CMU / WOOD	BURNISHED / SEALED	DETAIL J SHEET L1.51

LEGEND#	SYMBOL	DESCRIPTION	MATERIAL/MODEL	FINISH	DETAIL
F-1		POOL FENCING +5' FROM F.S.	GLASS	TEMPERED	DETAIL I SHEET L1.51
F-2		PET RELIEF FENCING +3.5' FROM F.S.	TUBE STEEL W/ WIRE MESH	PAINTED (BLACK)	DETAIL I SHEET L1.51
GATE LEGEND					
G-1		POOL GATE +5' FROM F.S.	GLASS	-	DETAIL F SHEET L1.52
G-2		PET RELIEF GATE +3.5' FROM F.S.	TUBE STEEL W/ WIRE MESH	PAINTED (BLACK)	DETAIL I SHEET L1.51





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L1.05
WALL & FENCE PLAN

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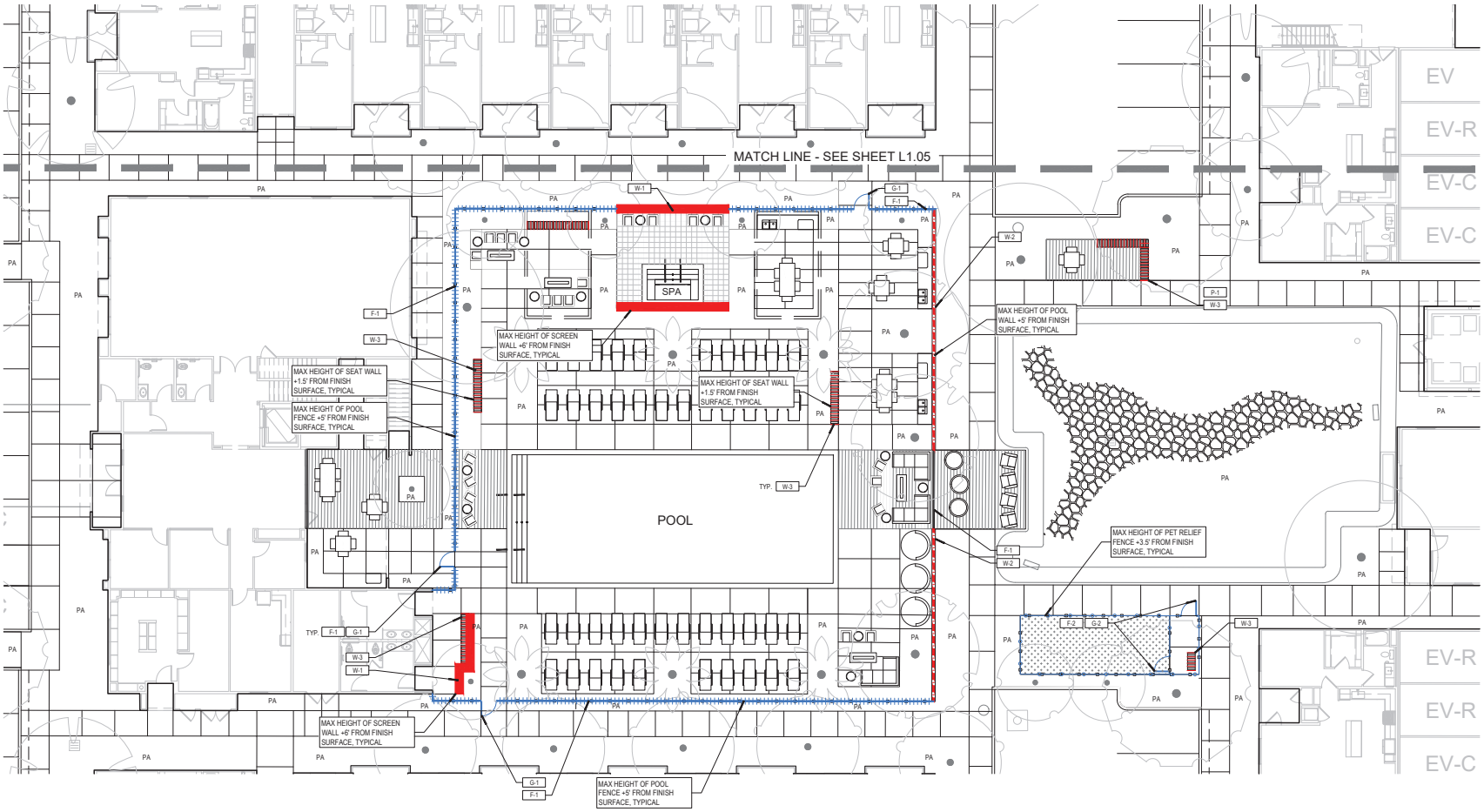

LEGEND#	SYMBOL	DESCRIPTION	MATERIAL/MODEL	FINISH	DETAIL
WALLS AND FENCE LEGEND					
W-1		SCREEN WALL +6' FROM F.S.	CMU	BURNISHED BLOCK & DECORATIVE TILE	DETAIL G SHEET L1.52
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W-3		SEAT WALL +1.5' FROM F.S.	CMU / WOOD	BURNISHED / SEALED	DETAIL J SHEET L1.51

LEGEND#	SYMBOL	DESCRIPTION	MATERIAL/MODEL	FINISH	DETAIL
F-1		POOL FENCING +5' FROM F.S.	GLASS	TEMPERED	DETAIL I SHEET L1.51
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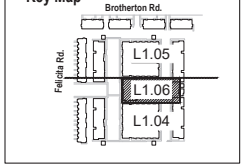
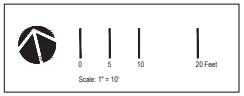
GATE LEGEND					
G-1		POOL GATE +5' FROM F.S.	GLASS	-	DETAIL F SHEET L1.52
G-2		PET RELIEF GATE +3.5' FROM F.S.	TUBE STEEL W/ WIRE MESH	PAINTED (BLACK)	DETAIL I SHEET L1.51

Key Map





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L1.06

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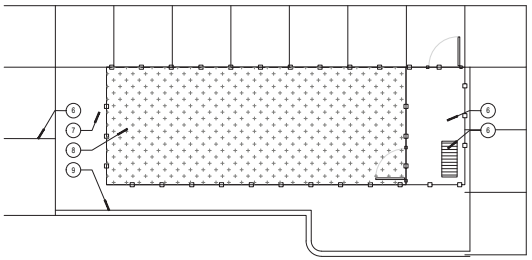
1. 4" SQ TUBE STEEL POSTS
2. DOUBLE WIRE, 8 GAUGE MESH PANELS WITH 1/2" x3" OPENING
3. HEAVY DUTY, SELF CLOSING HINGES
4. GATE HANDLE AND HARDWARE
5. PANIC BAR AND HARDWARE ON BACKSIDE OF GATE
6. PAVING PER PLAN
7. ADJACENT PLANTING PER PLAN
8. SYNTHETIC TURF PER PLAN
9. CURB PER CIVIL
10. CONCRETE FOOTING - REFER TO STRUCTURAL DRAWINGS
11. COMPACTED SUBGRADE PER GEOTECHNICAL REPORT
12. ADA SMOOTH KICKPLATE - 10" HT.
13. SEAT WALL PER PLAN

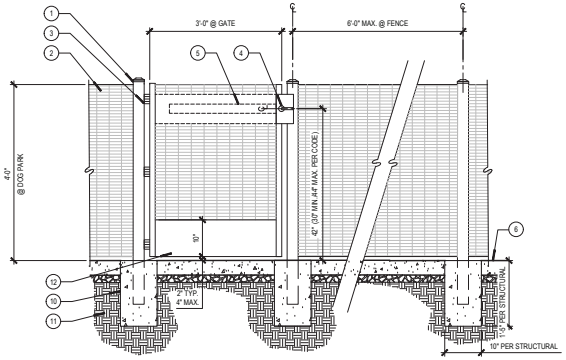
NOTES:

A. REFER TO MASTER CONSTRUCTION LEGEND FOR PRODUCT INFORMATION AND COLOR.
B. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR FINAL APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. SHOP DRAWING TO INCLUDE ALL GATE AND FENCING HARDWARE.
C. OPERABLE PARTS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE 5 POUNDS.

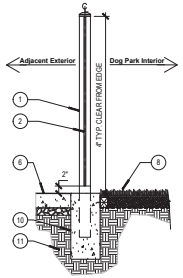
REFER TO CORRESPONDING STRUCTURAL DETAIL FOR STRUCTURAL INFORMATION



PLAN - DOG PARK
SCALE: NTS

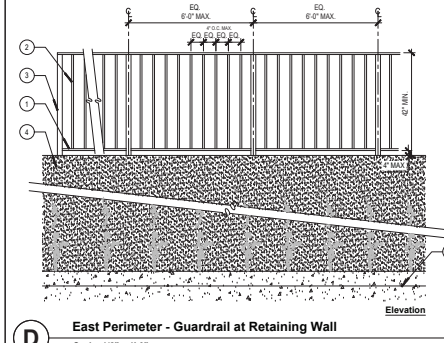


Elevation



Typical Section B

K Fence and Gate at Dog Park
Scale: 3/4" = 1'-0"



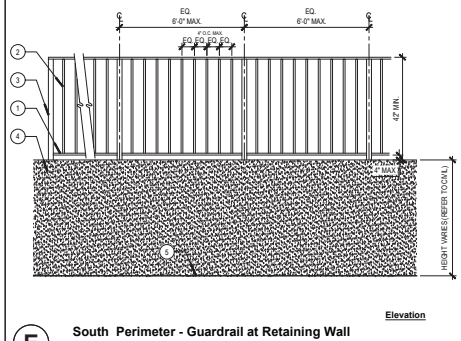
Elevation

1. 3/4" x 2" .065 GAUGE HSS STEEL TOP AND BOTTOM RAIL
2. 3/4 " SQ .065 GAUGE HSS STEEL PICKETS
3. 2" SQ .25 GAUGE HSS STEEL POST
4. RETAINING WALL BY CIVIL
5. VINE PLANTING POCKET
6. PARKING STALL, BY OTHERS
7. FINISH GRADE AT ADJ. PROPERTY

NOTES:

A. REFER TO CONSTRUCTION LEGEND FOR MATERIALS, COLOR, AND FINISH INFORMATION.
B. REFER TO CIVIL GRADING AND DRAINAGE PLANS FOR FURTHER INFORMATION.
C. RETAINING WALL REINFORCEMENT AND FOOTING BY OTHERS, TO BE CONTAINED WITHIN PROPERTY LINE.
D. GUARDRAIL TO BE CENTERED AND EMBEDDED WITHIN RETAINING WALL. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR LANDSCAPE ARCHITECT REVIEW AND APPROVAL PRIOR TO FABRICATION.
E. ALL RAIL COMPONENTS TO BE TUBULAR STEEL STOCK. ALL CONNECTIONS SHALL BE WELDED AND GRINDED SMOOTH.

D East Perimeter - Guardrail at Retaining Wall
Scale: 1/2" = 1'-0"



Elevation

1. 3/4" x 2" .065 GAUGE HSS STEEL TOP AND BOTTOM RAIL
2. 3/4 " SQ .065 GAUGE HSS STEEL PICKETS
3. 2" SQ .25 GAUGE HSS STEEL POST
4. RETAINING WALL BY CIVIL
5. FINISH GRADE BELOW AT ADJACENT PROPERTY
6. V-DITCH AND DRAINAGE PER CIVIL ENGINEER
7. FINISH GRADE AT SLOPE ABOVE
8. RETAINING WALL FOOTING - BY OTHERS
9. FALL PROTECTION GUARDRAIL

NOTES:

A. REFER TO CONSTRUCTION LEGEND FOR MATERIALS, COLOR, AND FINISH INFORMATION.
B. REFER TO CIVIL GRADING AND DRAINAGE PLANS FOR FURTHER INFORMATION.
C. RETAINING WALL REINFORCEMENT AND FOOTING BY OTHERS, TO BE CONTAINED WITHIN PROPERTY LINE.
D. GUARDRAIL TO BE CENTERED AND EMBEDDED WITHIN THE RETAINING WALL FOR FALL PROTECTION - CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR LANDSCAPE ARCHITECT REVIEW AND APPROVAL PRIOR TO FABRICATION. ALL RAIL COMPONENTS TO BE TUBULAR STEEL STOCK. ALL CONNECTIONS SHALL BE WELDED AND GRINDED SMOOTH.

E South Perimeter - Guardrail at Retaining Wall
Scale: 1/2" = 1'-0"

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L1.51
CONSTRUCTION DETAILS

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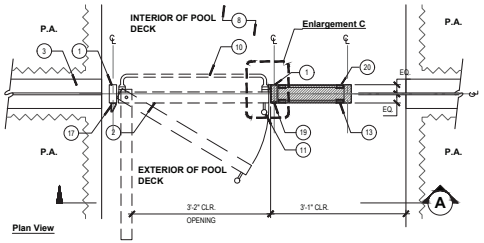
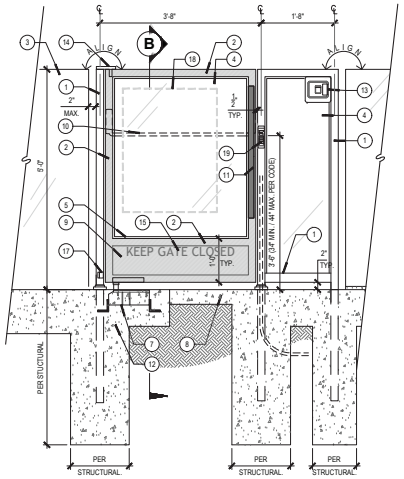


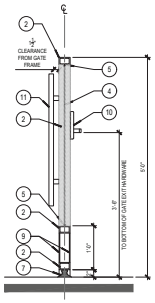
Plan View



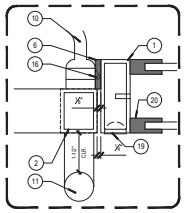
Elevation View - A

1. 2" x 5" HSS TUBE STEEL POST/FRAME
2. 2" x 3" HSS TUBE STEEL GATE FRAME
3. ADJACENT POOL ENCLOSURE FENCE - REFER TO CONSTRUCTION PLAN
4. ¼" THICK TEMPERED GLASS, TYP.
5. CUSTOM ¼" THICK STEEL "U" CHANNEL FRAME FOR TEMPERED GLASS PANEL
6. 3/8" W x 2" SOLID STOCK STEEL GATE STOP - MOUNT TO ADJACENT TUBE STEEL POST AND SPAN THE ENTIRE LENGTH OF DOOR FRAME
7. FLOOR CLOSING DEVICE -SECURE TO CONCRETE FOOTING
8. PAVING - REFER TO CONSTRUCTION PLAN
9. 3/16" STEEL KICK PLATE
10. EXIT DEVICE PANIC HARDWARE (POOL SIDE
11. CUSTOM DOOR PULL
12. CONCRETE FOOTING - REFER TO STRUCTURAL DRAWINGS
13. KNOX BOX - SHALL BE RECESSED INTO SIGN PANEL - REFER TO SIGNAGE PACKAGE
14. TOP PIVOT - TO BE ANCHORED TO 2" x 3" TUBE STEEL FRAME
15. KEEP CLOSED SIGN - REFER TO SIGNAGE PACKAGE
16. GATE STRIKE
17. POST MOUNTED GATE STOP -(GATE SWING SIDE)
18. POOL AND SPA GATE SIGN - REFER TO SIGNAGE PACKAGE
19. KEY FOB ACCESS SENSOR - PROVIDE 120V POWER, RUN ELECTRICAL CONDUIT IN TUBE STEEL POST
20. GLASS MOUNTING CLAMP WITH FLAT BOTTOM - ATTACH TO POST WITH BOLT PER MANUFACTURER RECOMMENDATIONS

NOTES:
A. ALL GATES HAVE BEEN DESIGNED AS EMERGENCY EXIT GATES FOR THE POOL.
B. GATES SHALL BE EQUIPPED WITH FREE EXIT/PANIC HARDWARE ON INTERIOR (POOL SIDE) OF GATE AND BE ABLE TO SELF-CLOSE FROM A DISTANCE OF 10" OPEN AND BE SELF LATCHING.
C. HARDWARE SHALL BE MODIFIED BY THE PROPERTY MANAGEMENT COMPANY UPON ACCEPTANCE.
D. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS OF GATE AND FENCING TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO FABRICATION
E. ALL WELDS SHALL BE CONTINUOUS ⅛" FILLET, GROUND SMOOTH
F. REFER TO STRUCTURAL DRAWINGS FOR ALL STRUCTURAL ELEMENTS
G. CONTRACTOR SHALL ENSURE SELF-CLOSING MOTION PRIOR TO ACCEPTANCE BY LOS ANGELES COUNTY HEALTH DEPARTMENT.
L. MAXIMUM EFFORT TO OPERATE EXTERIOR GATES SHALL NOT EXCEED 8.5 POUNDS (38 N) FOR EXTERIOR GATES. IF THE GATE HAS A CLOSER, THE SWEEP PERIOD OF THE CLOSER SHALL BE ADJUSTED SO THAT FROM AN OPEN POSITION OF 90 DEGREES, THE GATE WILL TAKE 5 SECONDS MINIMUM TO MOVE TO A POSITION OF 12 DEGREES FROM THE LATCH. SPRING HINGES SHALL BE ADJUSTED SO THAT FROM THE OPEN POSITION OF 70 DEGREES, THE GATE SHALL MOVE TO THE CLOSED POSITION IN 1.5 SECONDS MINIMUM. CLOSER FORCE AND SPEED FOR ALL GATES SHALL CONFORM TO CBC 1126A.4.
M. REFER TO STRUCTURAL DRAWINGS FOR CONNECTION TO STRUCTURAL SLAB



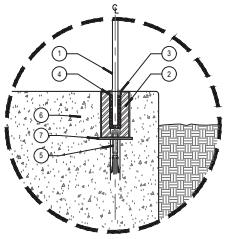
Section B



Enlargement View - C

K Glass Pool Enclosure Gate

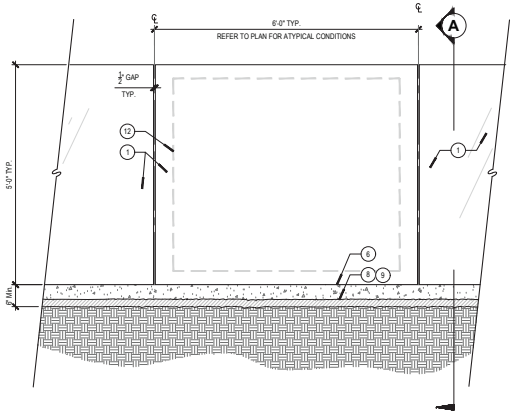
Scale: 3/4" = 1'-0"



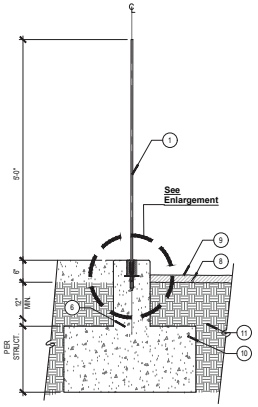
Enlargement - Section
Glass Railing Base Shoe
Not To Scale

NOTES:
A. REFER TO MASTER CONSTRUCTION LEGEND FOR ALL MODEL NUMBERS, COLORS AND FINISHES.
B. REFER TO STRUCTURAL PLANS FOR ALL FOOTING, REINFORCING AND CONNECTION SPECIFICATIONS
C. REFER TO CIVIL PLANS FOR DRAINAGE
D. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR APPROVAL BY LANDSCAPE ARCHITECT AND CLIENT PRIOR TO CONSTRUCTION
E. CONTRACTOR TO SUBMIT GROUT SAMPLE FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION

1. 3/8" THICK TEMPERED MONOLITHIC GLASS PANEL.
2. C.R.LAURENCE BSS SERIES SURFACE MOUNT BASE SHOE WITH CLADDING
3. C.R.LAURENCE BSG100 ROLL IN VINYL
4. C.R.LAURENCE DRY GLAZED TAPERLOC
5. C.R.LAURENCE EBA334 HILTI HSL3 ANCHOR BOLT. INSTALLED 12" O.C., TYP. -REFER TO STRUCTURAL PLANS FOR ADDITIONAL ANCHORING INFORMATION
6. POURED IN PLACE CONCRETE CURB
7. STEEL ANCHOR PLATE PER STRUCTURAL PLANS -COAT WITH BITUMINOUS PAINT BY C.R. LAURENCE #BC5GL
8. ADJACENT PLANTING AREA FINISHED GRADE - REFER TO CONSTRUCTION PLANS
9. 2" MULCH COVER
10. CONCRETE FOOTING AND REBAR REINFORCEMENT -REFER TO STRUCTURAL PLANS
11. COMPACTED SUB-GRADE PER GEOTECHNICAL REPORT
12. POOL AND SPA RULES SIGN (WHERE APPLIES) REFER TO SHEET X.XXX FOR LOCATIONS AND FURTHER INFORMATION



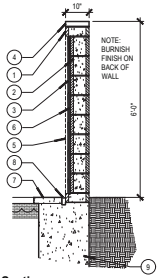
Elevation



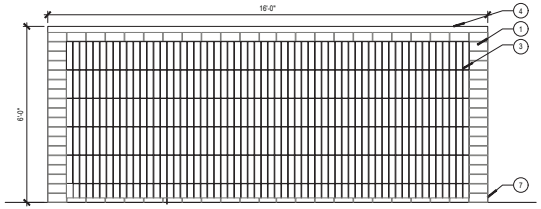
Section A

E Glass Pool Enclosure Fence on Concrete Header

Scale: 3/4" = 1'-0"



Section



Elevation: Interior

1. 10x4x16 BURNISHED BLOCK WALL, FINISH ALL EXPOSED EDGES
2. 8x8x16 BURNISHED BLOCK BEHIND TILE
3. RECESSED TILE INLAY
4. 2" BURNISHED BLOCK CAP
5. LINE OF WALL BEYOND
6. MORTAR TILE TO WALL
7. CONCRETE SPA SHELL AND COPING PER POOL CONTRACTOR
8. 1.5" x 3" MICRO DRAIN PER POOL CONTRACTOR DRAWINGS
9. CONCRETE FOOTING AND WALL REINFORCEMENT PER POOL CONTRACTOR DRAWINGS

NOTES:
A. FOR ALL COLORS, FINISHES, AND FURTHER SPECIFICATION INFO - REFER TO MASTER CONSTRUCTION LEGEND

F Screen Wall

Scale: 1/2" = 1'-0"

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CARLSBAD, CA 92008
760.444.5205

22049 # ALEXAN ESCONDIDO
ESCONDIDO, CA

1ST SUBMITTAL	07/20/2023
2ND SUBMITTAL	12/12/2023
3RD SUBMITTAL	04/19/2024
4TH SUBMITTAL	02/13/2025
5TH SUBMITTAL	05/27/2025

L1.52
CONSTRUCTION DETAILS

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HYDROZONE LEGEND	
	LOW WATER USE PLANTS
	MEDIUM WATER USE PLANTS
	LOW WATER USE TREES
	MEDIUM WATER USE TREES

CITY OF ESCONDIDO
I AGREE TO COMPLY WITH THE REQUIREMENTS OF THE PRESCRIPTIVE COMPLIANCE OPTION TO THE MWELO.

Signature 05/27/2025 Date

WATER EFFICIENT LANDSCAPE WORKSHEET

Reference Evapotranspiration (ETo)	Reference Site	Eto	Project ETAF	0.45
	Escondido	54.2		

Valve #	Hydrozone # /Planting Descriptions[a]	Plant Factor (PF)	Irrigation Method[b]	Irrigation Efficiency (IE)[c]	ETAF (PF/IE)	Landscape Area (sq. ft.)	ETAF x Area	Estimated Total Water Use (ETWU)[d]
	Regular Landscape Areas							
A1	Low Water Use Shrub	0.2	Drip	0.81	0.25	51,435	12700.00	426,770.80
A2	Med Water Use Shrub	0.5	Rotors	0.75	0.67	10630	7086.67	238,140.35
A3	Low Water Use Tree	0.2	Bubbler	0.81	0.25	950	234.57	7,882.42
A4	Med Water Use Tree	0.5	Bubbler	0.81	0.62	8025	4953.70	166,464.26
					Subtotals	71040	24974.94	839,257.83
	Special Landscape Areas							
	Recreational Turf				1	0	0	0.00
					1		0	0.00
					1		0	0.00
					1		0	0.00
					1		0	0.00
					Subtotals	0	0	0.00

Total Landscape Area	71,040.00
ETWU Total	**839,257.83**
ETWU (in acre-feet)	2.58
Maximum Allowed Water Allowance (MAWA)[e]	**1,074,252.67**
MAWA (in acre-feet)	3.30

[a] *Hydrozone/Planting Description*
E.g.
1) Front Lawn
2) Low water use plantings
3) Medium water use planting

[b] *Irrigation Method*
Overhead spray or drip

[c] *Irrigation Efficiency*
.75 for spray head
.81 for drip

[d] *ETWU (Annual Gallons Required) =*
ETo x 0.62 x ETAF x Area
where 0.62 is conversion factor that converts acre-inches per acre per year to per square foot per year.

[e] ***MAWA (Annual Gallons Allowed)*** *= (ETo) (0.62)((ETAF x LA) + ((1-ETAF) x SLA))*

where 0.62 is conversion factor that converts acre-inches per acre per year to gallon per square foot per year. LA is the total landscape area in square feet, SLA is the total special landscape area in square feet, and ETAF is 0.55 for residential areas and 0.45 for non-residential areas.

ETAF Calculations

Regular Landscape Areas	
Total ETAF x Area	24,974.94
Total Area	71040
Average ETAF	**0.35**

All Landscape Areas	
Total ETAF x Area	24,974.94
Total Area	71040
Sitewide ETAF	**0.35**

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential

0 10 20 40 80 Feet
Scale: 1" = 40'

cdc civil landscape design collaborative
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22049 # **ALEXAN ESCONDIDO**
ESCONDIDO, CA

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L2.00
OVERALL IRRIGATION PLAN

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PLANTING NOTES - CONTINUED

27. MAINTENANCE PERIOD: CONTRACTOR SHALL MAINTAIN GUARANTEED PLANTS FOR 90 DAYS FROM SUBSTANTIAL COMPLETION AS DEEMED BY THE LANDSCAPE ARCHITECT.
28. REPLACE OR REPAIR EXISTING MATERIALS THAT ARE DAMAGED BY CONTRACTOR DURING PLANTING OPERATIONS.
29. UPON FINAL ACCEPTANCE OF THE WORK, THE CONTRACTOR SHALL SUBMIT TO THE OWNER SIGNED ORIGINALS OF ALL MATERIALS AND LABOR RELEASES.
30. PLANT QUANTITIES IN LEGEND ARE FOR REFERENCE ONLY, CONTRACTOR TO PROVIDE AND INSTALL ALL PLANT MATERIAL SHOWN ON PLANS.

SOIL MANAGEMENT REPORT NOTES

1. AFTER MASS GRADING IS COMPLETE, CONTRACTOR SHALL SUBMIT SOIL SAMPLES TO A CERTIFIED LABORATORY FOR ANALYSIS AND RECOMMENDATIONS.
2. SOIL ANALYSIS SHALL INCLUDE:
   A. SOIL TEXTURE
   B. INDICATE INFILTRATION RATE
   C. INDICATE pH
   D. TOTAL SOLUBLE SALTS
   E. SODIUM
   F. PERCENT ORGANIC MATTER
   G. RECOMMENDATIONS
3. SUBMIT ANALYSIS REPORT TO LANDSCAPE ARCHITECT FOR REVIEW OF PLANTING AND IRRIGATION PLANS.
4. CONTRACTOR SHALL PROVIDE DOCUMENTATION VERIFYING IMPLEMENTATION OF SOIL ANALYSIS REPORT RECOMMENDATION TO THE PROJECT APPLICANT TO SUBMIT TO THE LOCAL AGENCY AS PART OF THE CERTIFICATE OF COMPLETION.

PLANTING NOTES

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO START OF WORK. COSTS INCURRED DUE TO DAMAGE OF UTILITIES IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR IF VERIFICATION WAS NOT PERFORMED.
2. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH PLANTING OPERATIONS WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS AND GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN PROCESS. BRING SUCH CONDITIONS IMMEDIATELY TO ATTENTION TO OWNER FOR RESOLUTION. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR COSTS INCURRED AND REQUIRED MODIFICATIONS DUE TO LACK OF PROVIDING SUCH NOTIFICATION.
3. CONTRACTOR SHALL APPLY A CONTACT HERBICIDE WHERE WEEDS ARE PRESENT PER MANUFACTURERS SPECIFICATIONS A MINIMUM OF TEN (10) DAYS PRIOR TO COMMENCEMENT OF ANY PLANTING OR IRRIGATION WORK. WEEDS SHALL BE ALLOWED TO COMPLETELY DIE BACK, INCLUDING THE ROOTS BEFORE PROCEEDING WITH WORK. REMOVE WEEDS AND GRASSES AND PROPERLY DISPOSE OF WASTE.
4. CONTRACTOR SHALL ARRANGE FOR SOILS TESTS PER MWELO REQUIREMENT. SEE SOILS MANAGEMENT REPORT NOTE BELOW. ASSUME (1) TEST SITE PER 5,000 S.F. OF LANDSCAPE AREA FOR BIDING PURPOSES. LANDSCAPE ARCHITECT SHALL SELECT LOCATION OF TEST SITES
5. SOILS TEST AND ASSOCIATED REPORT SHALL BE SUBMITTED TO LANDSCAPE ARCHITECT FOR REVIEW.
6. BID PURPOSES ONLY ASSUME THE FOLLOWING SOIL PREPARATION AND BACKFILL:
   INCORPORATE THE FOLLOWING MATERIALS INTO ALL LAWN AND PLANTER AREAS PER 1,000 S.F. - MECHANICALLY ROTOTILL MATERIALS INTO AREA AT A DEPTH OF 6". HAND TILLING IS NOT ACCEPTABLE. WATER THOROUGHLY AFTER ROTOTILLING IS COMPLETE.

   3 C.Y. NITROLIZED WOOD SHAVINGS
   15 LB. COMMERCIAL FERTILIZER 15-15-15
   50 LB. AGRICULTURE GYPSUM
   10 LBS. IRON SULFATE

   BACKFILL MIX FOR ALL TREES AND SHRUBS:

   2 PARTS NATIVE ON-SITE SOIL
   1 PART NITROLIZED WOOD SHAVINGS
   1.5 LB./C.Y. COMMERCIAL FERTILIZER 15-15-15
   5 LB. /C.Y. AGRICULTURAL GYPSUM
   1 LB./C.Y. IRON SULFATE
   PLANTING TABLETS AT RATES PER MANUF. SPEC.

   ACTUAL SOILS AMENDMENTS AND BACKFILL SHALL COMPLY WITH THE SOILS MANAGEMENT REPORT.
7. SWEEP DOWN ALL WALKS AFTER AMENDMENTS AND BACKFILL PRIOR TO WATERING TO PREVENT STAINING OF PAVING.
8. ALL CLEARANCE DATA PER LOCAL JURISDICTION'S TREE PLANTING STANDARDS AND GUIDELINES.
9. INSTALL 'DEEP ROOT' (OR APPROVED EQUAL) TREE ROOT BARRIERS ON ALL TREES WITHIN 5'-0" OF SIDEWALKS OR HARD SURFACES. CHECK MANUFACTURERS CALCULATOR CHART FOR NUMBER OF PANELS FOR EACH SIZE TREE. AVAILABLE FROM: DEEP ROOT PARTNERS, LP, 345 LORTON AVENUE, SUITE 305 BURLINGAME, CA, 94010 (800)LV-ROOTS, (415) 344-1464.
10. PROVIDE PHOTOGRAPHS OF PLANT MATERIAL FOR LANDSCAPE ARCHITECT FOR INITIAL APPROVAL.
11. NO SUBSTITUTIONS FOR PLANT MATERIAL SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL BY THE LANDSCAPE ARCHITECT. DELIVERY SLIPS FOR PLANT MATERIAL SHALL BE SUBMITTED TO LANDSCAPE ARCHITECT FOR REVIEW.
12. LANDSCAPE ARCHITECT SHALL HAVE THE OPPORTUNITY TO INSPECT AND APPROVE ALL SPECIMEN AND BOX MATERIALS AT JOB SITE PRIOR TO PLANTING. ALL UNACCEPTABLE MATERIAL SHALL BE REMOVED FROM JOB SITE AND REPLACED WITH ACCEPTABLE MATERIAL AT CONTRACTOR'S EXPENSE.
13. PLANTS SHALL NOT BE PLACED WITHIN TWELVE (12) INCHES OF SPRINKLER HEADS.
14. LANDSCAPE ARCHITECT SHALL APPROVE FINAL PLACEMENT OF TREES AND SHRUBS PRIOR TO PLANTING. PERFORM THE FOLLOWING PROCEDURES BEFORE PLANTING PIT EXCAVATION:
   A. SHRUBS - PLACE ACTUAL PLANT CONTAINERS ON SITE IN PRELIMINARY LOCATIONS.
   B. TREES - FIELD MARK LOCATIONS WITH WOOD STAKES BEFORE DIGGING HOLES.CONTRACTOR SHALL
   C. GIVE AT LEAST THREE (3) BUSINESS DAYS NOTICE FOR PLANT LAYOUT APPROVAL.
15. PLANTING OF GROUNDCOVER SHALL BE CONTINUOUS UNDER ALL SHRUBS IN ALL PLANTER AREAS THROUGHOUT THE SITE UNLESS OTHERWISE INDICATED.
16. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL THEFT OR DAMAGE TO PLANT MATERIAL ONCE PLANT MATERIAL IS DELIVERED TO THE JOB SITE.
17. A REPRESENTATIVE OF THE BOTANICAL NAME TAGS, FURNISHED BY THE NURSERY STOCK SUPPLIER, SHALL REMAIN ATTACHED TO THE PLANTS UNTIL FINAL INSPECTION.
18. PROVIDE SAMPLES OF DECOMPOSED GRANITE, GRAVEL, PEBBLE, OR ROCK INSTALLED PER DETAILS FOR APPROVAL BY LANDSCAPE ARCHITECT.
19. AFTER PLANTING IS COMPLETE BUT PRIOR TO INSTALLING MULCH, APPLY GRANULAR PRE-EMERGENT AT MANUFACTURER SUGGESTED RATE, RONSTAR OR SNAPSHOT OR EQUAL.
20. IN ALL SHRUB AND GROUNDCOVER AREAS APPLY 3" MIN. LAYER OF FOREST FLOOR BARK MULCH. AGUINAGA GREEN, INC. OR EQUAL. CONTRACTOR SHALL SUBMIT SAMPLE TO LANDSCAPE ARCHITECT FOR APPROVAL. DO NOT INSTALL MULCH IN AREAS OF GROUNDCOVERS THAT ARE LESS THAN 3" TALL AT MATURITY.
21. ALL AREAS SHALL BE GRADED TO SLOPE TO CATCH BASINS OR FLOW LINES AS INDICATED ON THE PLANS OR AS DIRECTED BY THE LANDSCAPE ARCHITECT. SOIL SHALL BE 1 1/2" BELOW ADJACENT HEADERS AND PAVING IN GROUNDCOVER AREAS AND 1/2" IN TURF, AND AREAS OF GROUNDCOVERS THAT ARE LESS THAN 3" TALL AT MATURITY.
22. INSTALL JUTE NETTING ON SLOPES OF 2:1 OR STEEPER, UNLESS OTHERWISE INDICATED.
23. UPON COMPLETION OF ALL PLANTING OPERATIONS, THE PORTION OF THE PROJECT USED FOR THE APPARATUS OF THIS WORK SHALL BE CLEANED OF ALL DEBRIS, SUPERFLUOUS MATERIAL AND EQUIPMENT. ALL SUCH MATERIALS AND EQUIPMENT SHALL BE ENTIRELY REMOVED FROM THE PROJECT SITE. PAVING SHALL BE WASHED CLEAN AT THE COMPLETION OF WORK.
24. UPON COMPLETION OF PLANTING, THE CONTRACTOR SHALL ARRANGE FOR A SUBSTANTIAL COMPLETION INSPECTION BY LANDSCAPE ARCHITECT. CONTRACTOR SHALL CORRECT ANY DISCREPANCIES FOUND PRIOR TO FINAL INSPECTION AND ACCEPTANCE OF THE PROJECT.
25. UPON COMPLETION OF PROJECT, CONTRACTOR SHALL PROVIDE DOCUMENTATION VERIFYING IMPLEMENTATION OF RECOMMENDATIONS FROM SOILS MANAGEMENT REPORT.
26. GUARANTEE: ALL PLANT MATERIAL SHALL BE GUARANTEED FOR REPLACEMENT AFTER FINAL INSPECTION AS FOLLOWS:
   5 GAL. AND SMALLER-90 DAYS
   15 GAL. AND LARGER-ONE YEAR

PLANTING LEGEND: Trees

SYMBOL	NAME	SIZE	QTY	WUCOLS WATER REQ.*
	CERCIS 'FOREST PANSY' FOREST PANSY REDBUD	36" BOX	33	MOD
	GELIERA PARVIFLORA AUSTRALIAN WILLOW	36" BOX	28	MOD
	LAGERSTROEMIA INDICA X FAURIER 'NATCHEZ' NATCHEZ CRAPE MYRTLE	36" BOX	23	MOD
	LOPHOSTEMON CONFERTUS BRISBANE BOX	**36" BOX**	62	MOD
	MAGNOLIA GRANDIFLORA 'LITTLE GEM' MAGNOLIA 'LITTLE GEM'	24" BOX	159	MOD
	OLEA EUROPAEA 'WILSONII' WILSON OLIVE DESERT	48" BOX	10	LOW
	PHOENIX DACTYLIFERA DATE PALM	15' BTH	7	LOW
	PLATANUS MEXICANA MEXICAN SYCAMORE	36" BOX	16	MOD
	QUERCUS AGRIFOLIA COAST LIVE OAK	48" BOX	21	LOW

PLANTING LEGEND: Shrubs, Vines & Groundcover

SYMBOL	NAME	SIZE	QTY	WATER REQ.*
	ACHILLEA 'MOONSHINE' YARROW	35% 15 GAL @ 48" OC 50% 5 GAL 30" OC 15% 1 GAL @ 18" OC	51,435 SQ.FT.	LOW
	ARCTOSTAPHYLOS 'PACIFIC MIST' PACIFIC MIST MANZANITA			LOW
	ARCTOSTAPHYLOS H. 'MONTEREY CARPET' MONTEREY CARPET MANZANITA			LOW
	BACCHARIS 'CENTENNIAL' COYOTE BRUSH			LOW
	DIANELLA 'LITTLE REV' LITTLE REV FLAX LILY			LOW
	ERIOGONUM GRANDE 'RUBESCENS' BUCKWHEAT			LOW
	FESTUCA GLAUCA 'ELIJAH BLUE' BLUE FESCUE			MED
	GREVILLEA 'MOONLIGHT' GREVILLEA			LOW
	GREVILLEA 'WATTLEBIRD YELLOW' GREVILLEA			LOW
	HESPERALOE PARVIFOLIA 'YELLOW' YELLOW YUCCA			LOW
	JUNCUS PATENS 'ELK BLUE' CALIFORNIA GRAY RUSH			LOW
	LOMANDRA LONGIFOLIA 'BREEZE' DWARF MAT RUSH			MED
	MUHLENBERGIA C. 'WHITE CLOUD' WHITE MUHLY			LOW
	PHLOMIS FRUTICOSA 'GRANDE VERDE' JERUSALEM SAGE			LOW
	PITTOSPORUM C. 'COMPACTUM' COMPACT MOCK ORANGE			MED
	SESLERIA AUTUMNALIS AUTUMN MOOR GRASS			MED

PLANTING LEGEND: Bio-Filtration Area

SYMBOL	NAME	SIZE	QTY	WATER REQ.*
	CAREX PANSA DUNE SEDGE	50% 15 GAL @ 48" OC 35% 5 GAL 30" OC 15% 1 GAL @ 18" OC	10,630 SQ.FT.	MED
	CAREX PRAEGRACILIS SLENDER SEDGE			MED
	JUNCUS PATENS SPREADING RUSH			LOW
	JUNCUS TEXTILIS BASKET RUSH			MED
	SALVIA LEUCANTHA MEXICAN SAGE BUSH			LOW

*WATER REQUIREMENT PLANT FACTOR IS BASED ON WUCOLS DATABASE AND CAN BE FOUND ONLINE AT: http://ucanr.edu/edu/sites/WUCOLS/

PLANTING LEGEND: Decorative Cobble

SYMBOL	NAME	SIZE	QTY	WATER REQ.*
	DECORATIVE ROCK - TBS	-	-	-

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L3.00
PLANTING LEGEND AND NOTES

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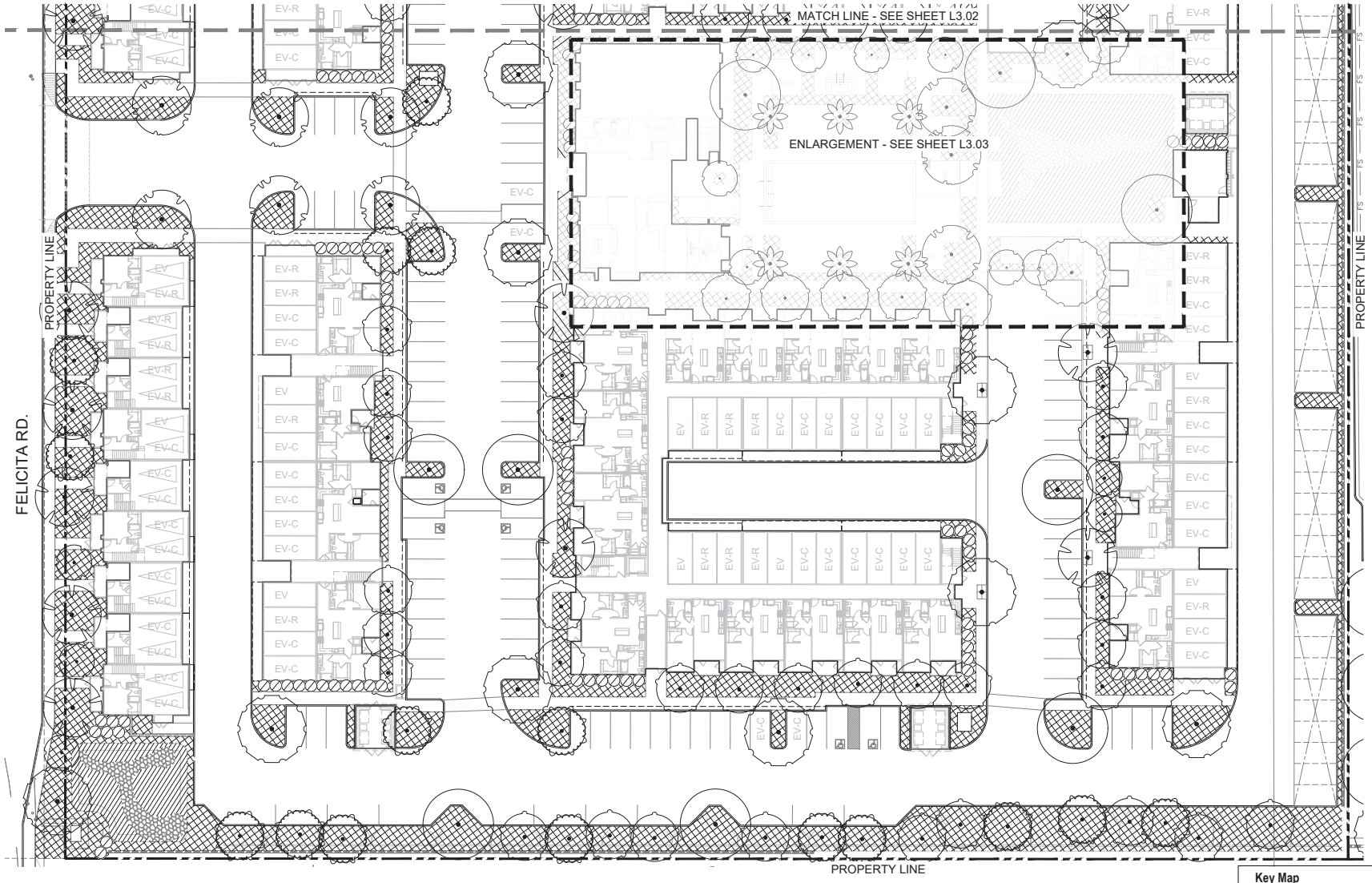


PLANTING LEGEND: Trees

SYMBOL	NAME	SIZE	QTY	WUCOLS WATER REQ.*
	CERCIS 'FOREST PANSY' FOREST PANSY REDBUD	36" BOX	33	MOD
	GELIERA PARVIFLORA AUSTRALIAN WILLOW	36" BOX	28	MOD
	LAGERSTROEMIA INDICA X FAURIER 'NATCHEZ' NATCHEZ CRAPE MYRTLE	36" BOX	23	MOD
	LOPHOSTEMON CONFERTUS BRISBANE BOX	**36" BOX**	62	MOD
	MAGNOLIA GRANDIFLORA 'LITTLE GEM' MAGNOLIA 'LITTLE GEM'	24" BOX	159	MOD
	OLEA EUROPAEA 'WILSONII' WILSON OLIVE DESERT	48" BOX	10	LOW
	PHOENIX DACTYLIFERA DATE PALM	15' BTH	7	LOW
	PLATANUS MEXICANA MEXICAN SYCAMORE	36" BOX	16	MOD
	QUERCUS AGRIFOLIA COAST LIVE OAK	48" BOX	21	LOW

PLANTING LEGEND: Shrubs, Vines & Groundcover

SYMBOL	NAME	SIZE	QTY	WATER REQ.*
	ACHILLEA 'MOONSHINE' YARROW	35% 15 GAL. @ 48" OC 50% 5 GAL. 30" OC 15% 1 GAL. @ 18" OC	51,435 SQ.FT.	LOW
	ARCTOSTAPHYLOS 'PACIFIC MIST' PACIFIC MIST MANZANITA			LOW
	ARCTOSTAPHYLOS H. 'MONTEREY CARPET' MONTEREY CARPET MANZANITA			LOW
	BACCHARIS 'CENTENNIAL' COYOTE BRUSH			LOW
	DIANELLA 'LITTLE REV' LITTLE REV FLAX LILY			LOW
	ERIOGONUM GRANDE 'RUBESCENS' BUCKWHEAT			LOW
	FESTUCA GLAUCA 'ELIJAH BLUE' BLUE FESCUE			MED
	GREVILLEA 'MOONLIGHT' GREVILLEA			LOW
	GREVILLEA 'WATTLEBIRD YELLOW' GREVILLEA			LOW
	HESPERALOE PARVIFOLIA 'YELLOW' YELLOW YUCCA			LOW
	JUNCUS PATENS 'ELK BLUE' CALIFORNIA GRAY RUSH			LOW
	LOMANDRA LONGIFOLIA 'BREEZE' DWARF MAT RUSH			MED
	MUHLENBERGIA C. 'WHITE CLOUD' WHITE MUHLY			LOW
	PHLOMIS FRUTICOSA 'GRANDE VERDE' JERUSALEM SAGE			LOW
	PITTOSPORUM C. 'COMPACTUM' COMPACT MOCK ORANGE			MED
	SESLERIA AUTUMNALIS AUTUMN MOOR GRASS			MED

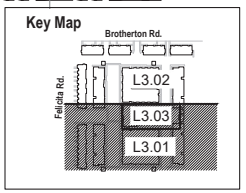
PLANTING LEGEND: Bio-Filtration Area

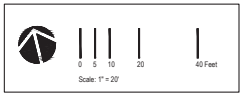
SYMBOL	NAME	SIZE	QTY	WATER REQ.*
	CAREX PANSA DUNE SEDGE	50% 15 GAL. @ 48" OC 35% 5 GAL. 30" OC 15% 1 GAL. @ 18" OC	10,630 SQ.FT.	MED
	CAREX PRAEGRACILIS SLENDER SEDGE			MED
	JUNCUS PATENS SPREADING RUSH			LOW
	JUNCUS TEXTILIS BASKET RUSH			MED
	SALVIA LEUCANTHA MEXICAN SAGE BUSH			LOW

*WATER REQUIREMENT PLANT FACTOR IS BASED ON WUCOLS DATABASE AND CAN BE FOUND ONLINE AT: http://ucanr.edu/sites/WUCOLS/

PLANTING LEGEND: Decorative Cobble

SYMBOL	NAME	SIZE	QTY	WATER REQ.*
	DECORATIVE ROCK - TBS	-	-	-





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22049 # **ALEXAN ESCONDIDO**
ESCONDIDO, CA

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3RD SUBMITTAL	04/19/2024
4TH SUBMITTAL	02/13/2025
5TH SUBMITTAL	05/27/2025

L3.01
PLANTING PLAN

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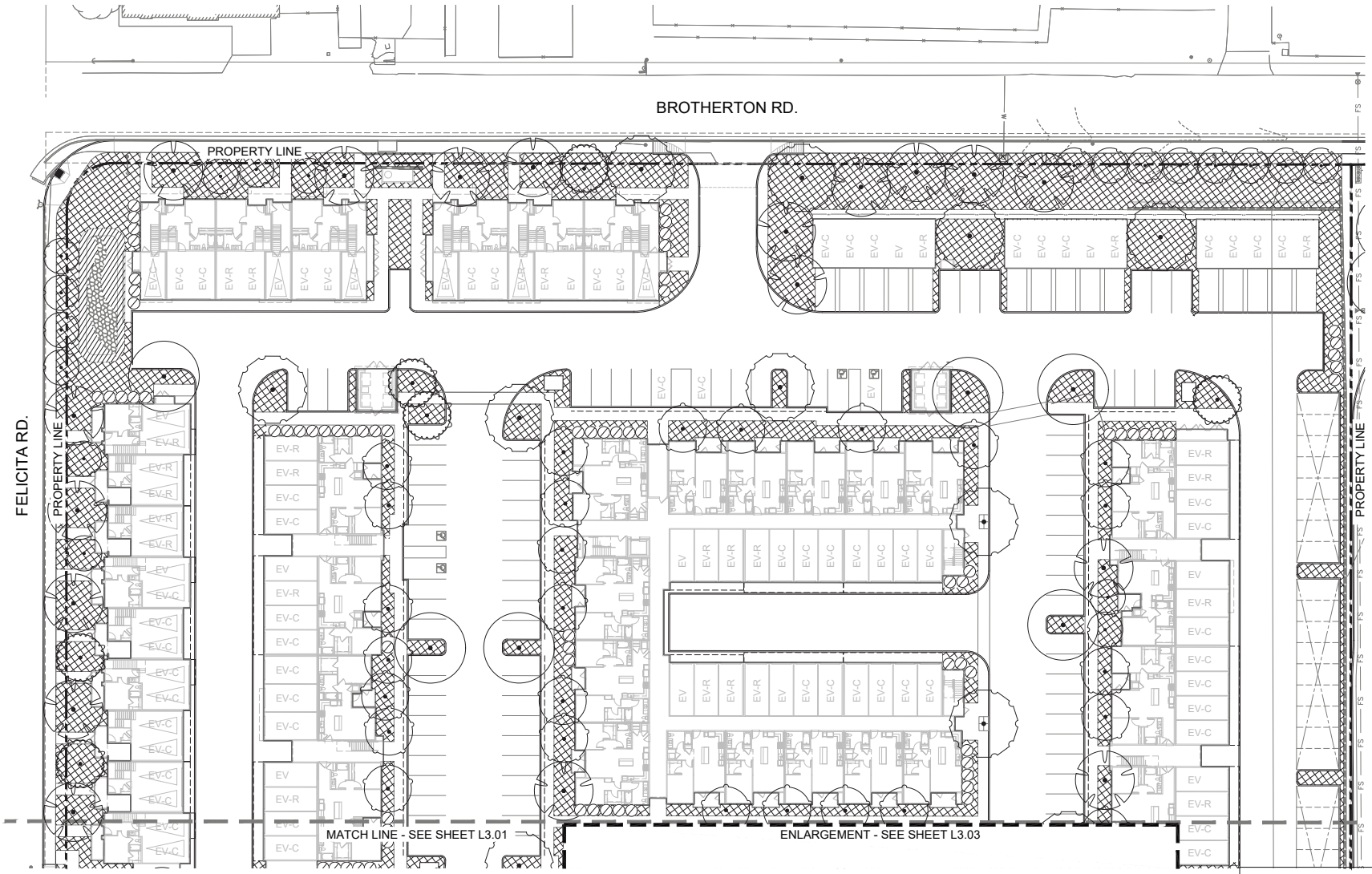


PLANTING LEGEND: Trees

SYMBOL	NAME	SIZE	QTY	WUCOLS WATER REQ.*
	CERCIS 'FOREST PANSY' FOREST PANSY REDBUD	36" BOX	33	MOD
	GEIJERA PARVIFLORA AUSTRALIAN WILLOW	36" BOX	28	MOD
	LAGERSTROEMIA INDICA X FAURIER 'NATCHEZ' NATCHEZ CRAPE MYRTLE	36" BOX	23	MOD
	LOPHOSTEMON CONFERTUS BRISBANE BOX	**36" BOX**	62	MOD
	MAGNOLIA GRANDIFLORA 'LITTLE GEM' MAGNOLIA 'LITTLE GEM'	24" BOX	159	MOD
	OLEA EUROPAEA 'WILSONII' WILSON OLIVE DESERT	48" BOX	10	LOW
	PHOENIX DACTYLIFERA DATE PALM	15' BTH	7	LOW
	PLATANUS MEXICANA MEXICAN SYCAMORE	36" BOX	16	MOD
	QUERCUS AGRIFOLIA COAST LIVE OAK	48" BOX	21	LOW

PLANTING LEGEND: Shrubs, Vines & Groundcover

SYMBOL	NAME	SIZE	QTY	WATER REQ.*
	ACHILLEA 'MOONSHINE' YARROW	35% 15 GAL. @ 48" OC 50% 5 GAL. 30" OC 15% 1 GAL. @ 18" OC	51,435 SQ.FT.	LOW
	ARCTOSTAPHYLOS 'PACIFIC MIST' PACIFIC MIST MANZANITA			LOW
	ARCTOSTAPHYLOS H. 'MONTEREY CARPET' MONTEREY CARPET MANZANITA			LOW
	BACCHARIS 'CENTENNIAL' COYOTE BRUSH			LOW
	DIANELLA 'LITTLE REV' LITTLE REV FLAX LILY			LOW
	ERIOGONUM GRANDE 'RUBESCENS' BUCKWHEAT			LOW
	FESTUCA GLAUCA 'ELIJAH BLUE' BLUE FESCUE			MED
	GREVILLEA 'MOONLIGHT' GREVILLEA			LOW
	GREVILLEA 'WATTLEBIRD YELLOW' GREVILLEA			LOW
	HESPERALOE PARVIFOLIA 'YELLOW' YELLOW YUCCA			LOW
	JUNCUS PATENS 'ELK BLUE' CALIFORNIA GRAY RUSH			LOW
	LOMANDRA LONGIFOLIA 'BREEZE' DWARF MAT RUSH			MED
	MUHLENBERGIA C. 'WHITE CLOUD' WHITE MUHLY			LOW
	PHLOMIS FRUTICOSA 'GRANDE VERDE' JERUSALEM SAGE			LOW
	PITTOSPORUM C. 'COMPACTUM' COMPACT MOCK ORANGE			MED
	SESLERIA AUTUMNALIS AUTUMN MOOR GRASS			MED

PLANTING LEGEND: Bio-Filtration Area

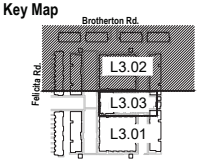
SYMBOL	NAME	SIZE	QTY	WATER REQ.*
	CAREX PANSA DUNE SEDGE	50% 15 GAL. @ 48" OC 35% 5 GAL. 30" OC 15% 1 GAL. @ 18" OC	10,630 SQ.FT.	MED
	CAREX PRAEGRACILIS SLENDER SEDGE			MED
	JUNCUS PATENS SPREADING RUSH			LOW
	JUNCUS TEXTILIS BASKET RUSH			MED
	SALVIA LEUCANTHA MEXICAN SAGE BUSH			LOW

*WATER REQUIREMENT PLANT FACTOR IS BASED ON WUCOLS DATABASE AND CAN BE FOUND ONLINE AT: http://ucanr.edu/sites/WUCOLS/

PLANTING LEGEND: Decorative Cobble

SYMBOL	NAME	SIZE	QTY	WATER REQ.*
	DECORATIVE ROCK - TBS	-	-	-

Key Map



0 5 10 20 40 Feet
Scale: 1" = 20'

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L3.02
PLANTING PLAN

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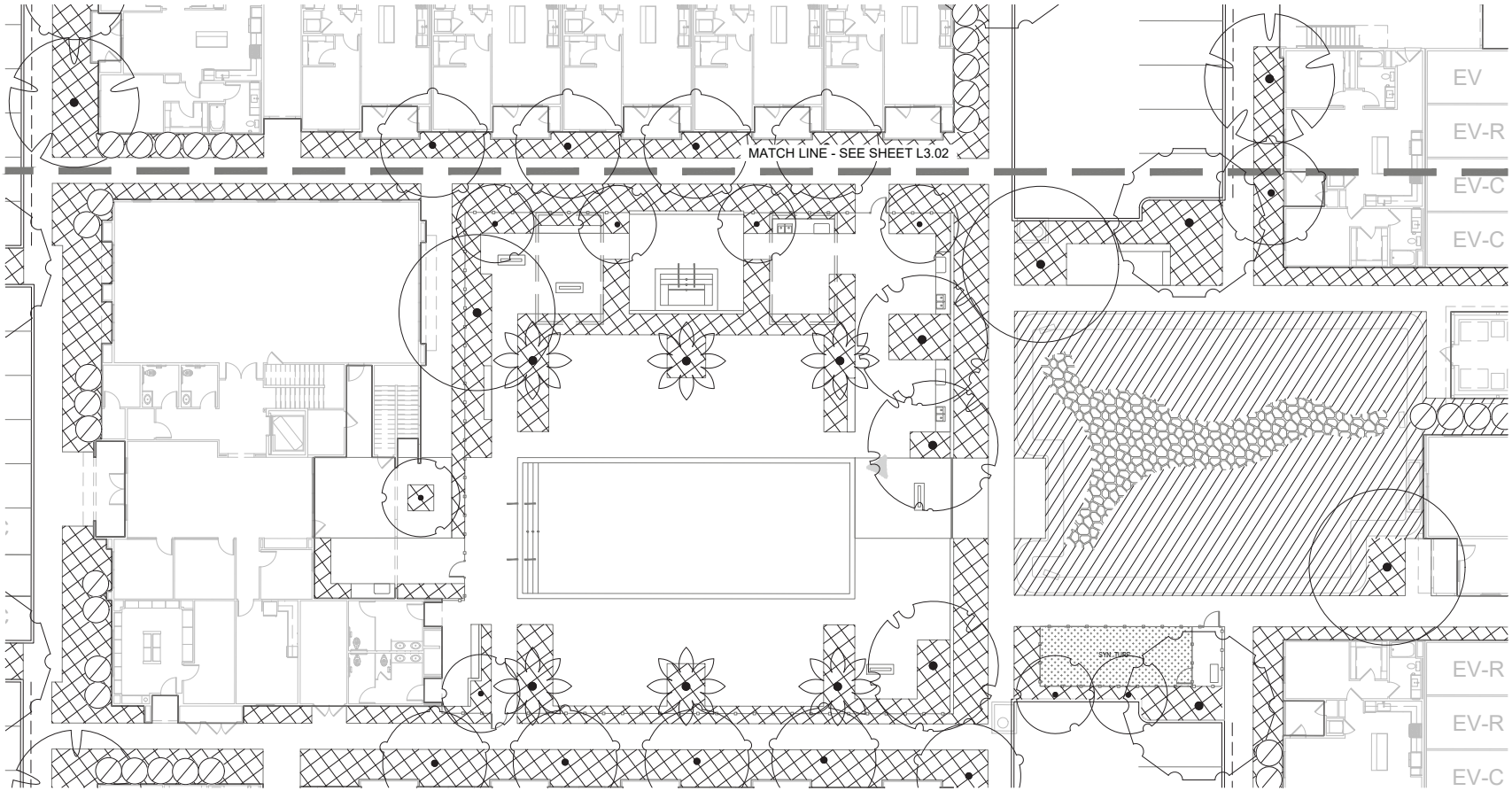

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PLANTING LEGEND: Bio-Filtration Area

SYMBOL	NAME	SIZE	QTY	WATER REQ.*
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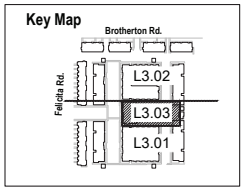
PLANTING LEGEND: Decorative Cobble

SYMBOL	NAME	SIZE	QTY	WATER REQ.*
	DECORATIVE ROCK - TBS	-	-	-

Key Map



0 5 10 20 40 Feet
Scale: 1" = 20'

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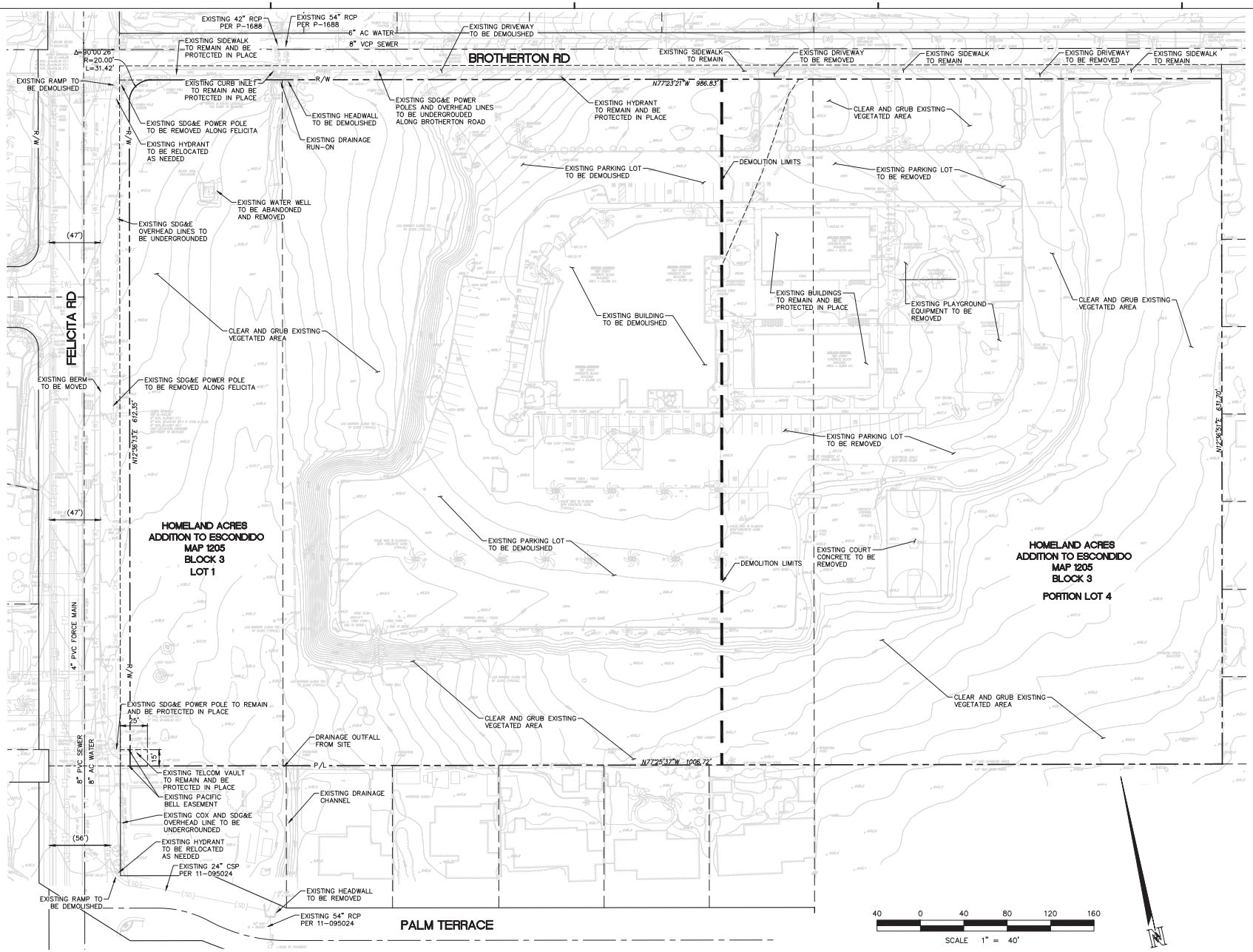
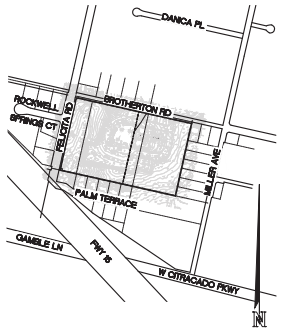
L3.03
PLANTING PLAN - ENLARGEMENT





VICINITY MAP
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Land Planning
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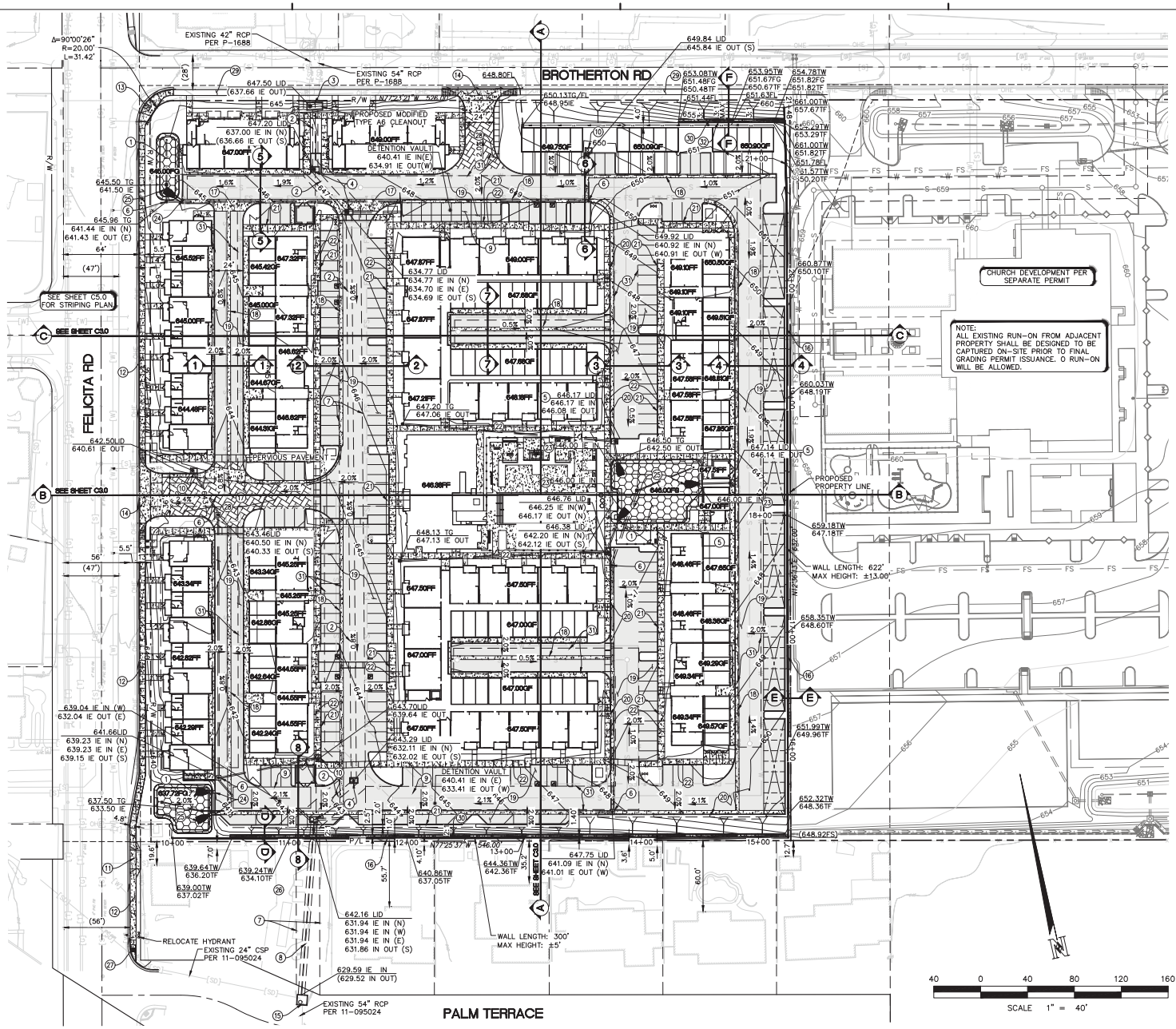
6TH SUBMITTAL	07/01/2026

C1.0
EXISTING CONDITIONS AND DEMOLITION PLAN

NE: 122-113.1

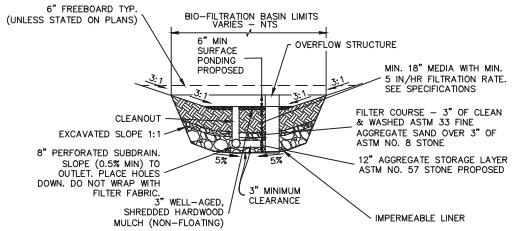


LEGEND

- PROPOSED BIOFILTRATION BMP.....
- PROPOSED STORM DRAIN.....
- PROPOSED MODULAR WETLAND.....
- PROPOSED STORM DRAIN CLEANOUT.....
- PROPOSED JUNCTION STRUCTURE.....
- PROPOSED PUBLIC 8" SEWER MAIN..... S
- PROPOSED DOMESTIC WATER..... W
- PROPOSED FIRE SERVICE..... FS
- PROPOSED FIRE DEPARTMENT CONNECTION....
- PROPOSED TRUST BLOCK.....
- PROPOSED GATE VALVE.....
- PROPOSED FIRE HYDRANT.....
- RETAINING WALL.....
- PROPOSED PERVIOUS PAVEMENT..... X.X%
- DRAINAGE DIRECTION.....

CONSTRUCTION NOTES

1. PROPOSED BIOFILTRATION BMP.
2. PROPOSED 54" RCP STORM DRAIN.
3. PROPOSED TYPE A6 MODIFIED STORM DRAIN CLEANOUT.
4. PROPOSED TYPE A6 STORM DRAIN CLEANOUT.
5. PROPOSED CURB INLET.
6. PROPOSED STORM DRAIN CLEANOUT.
7. PROPOSED 20' EASEMENT.
8. PROPOSED DUAL 30" RCP STORM DRAIN.
9. PROPOSED UNDERGROUND DETENTION VAULT.
10. PROPOSED MODULAR WETLAND SYSTEM UNIT,
11. PROPOSED CONCRETE DRIVEWAY TYPE A PER G-14A.
12. PROPOSED SIDEWALK PER RSD G-7.
13. PROPOSED TYPE A CURB RAMP PER RSD G-27.
14. PROPOSED CONCRETE DRIVEWAY PER CITY OF ESCONDIDO ALLEY TYPE G-5-E.
15. REMOVE EXISTING HEADWALL. INSTALL MODIFIED CLEANOUT.
16. PROPOSED CMU RETAINING WALL. SEE WALL CROSS SECTIONS FOR VARIATIONS.
17. PROPOSED 10' CROSS GUTTER PER RSD G-12.
18. PROPOSED 3' CONCRETE SWALE.
19. PROPOSED AC PAVEMENT.
20. PROPOSED CURB AND GUTTER PER RSD G-02.
21. PROPOSED 6" CONCRETE CURB PER RSD G-01.
22. PROPOSED CONCRETE WALKWAY.
23. PROPOSED CONCRETE HEADWALL PER RSD D-30
24. PROPOSED CURB CUT AND CONCRETE FLUME.
25. PROPOSED RIP RAP ENERGY DISSIPATOR.
26. PROPOSED 24"x24" INLET.
27. PROPOSED TYPE D CURB RAMP PER RSD G-31.
28. PROPOSED PERVIOUS PAVEMENT.
29. EXISTING SIDEWALK TO REMAIN AND BE PROTECTED IN PLACE.
30. PROPOSED CONCRETE DITCH TYPE B PER RSD D-75.
31. PROPOSED 20' SEWER EASEMENT,
32. PROPOSED GRAVITY RETAINING WALL TYPE B PER RSD C-09.



NOTE: SEE LANDSCAPE AND IRRIGATION PLANS FOR PLANTING AND SURFACE FEATURES.

BIOFILTRATION BASIN DETAIL (AT GRADE) (PVT.)
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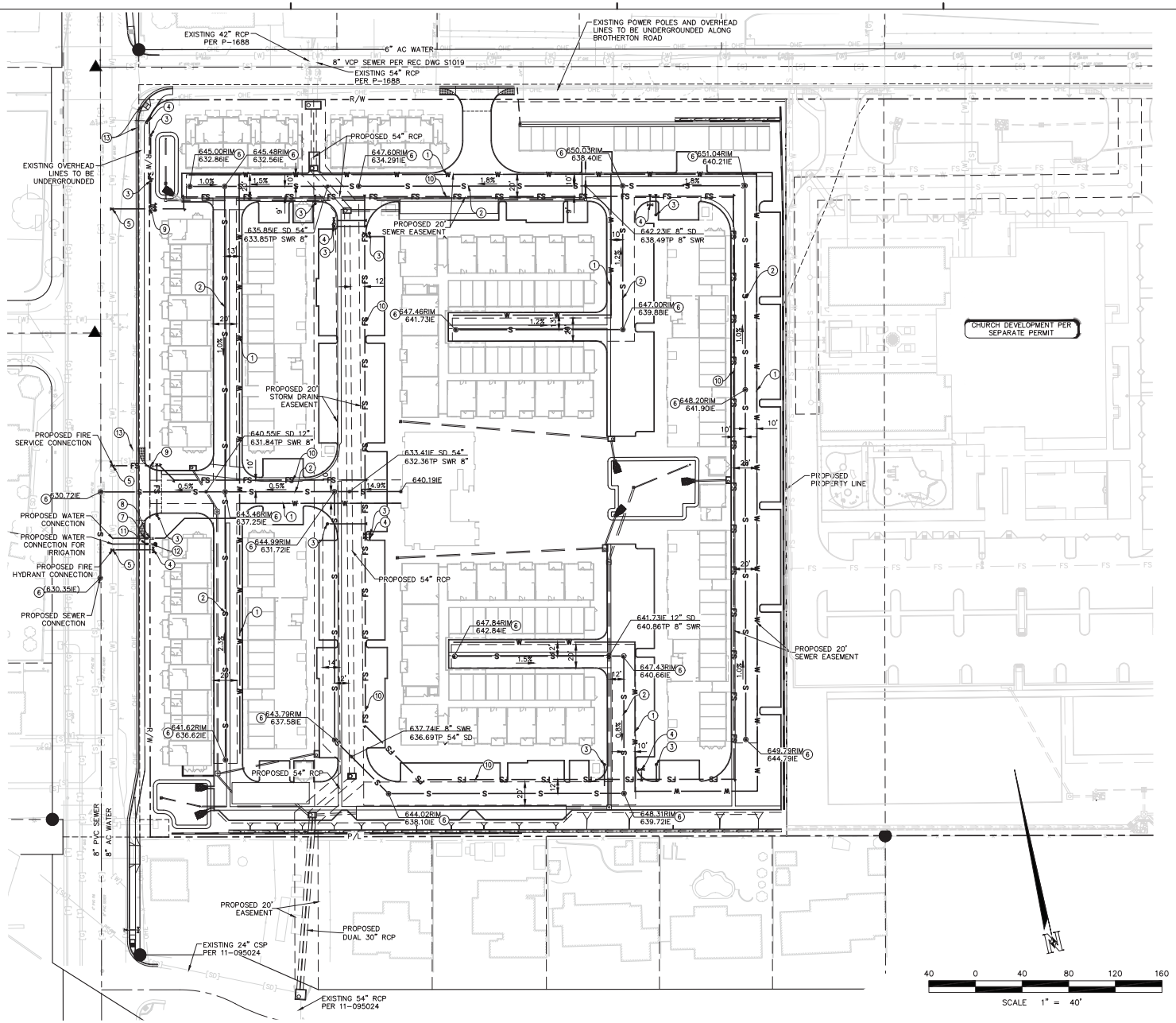
C2.0
PRELIMINARY GRADING/IMPROVEMENT PLAN



LEGEND

- PROPOSED BIOFILTRATION BMP
- PROPOSED PUBLIC STORM DRAIN
- PROPOSED PRIVATE STORM DRAIN
- PROPOSED MODULAR WETLAND
- PROPOSED STORM DRAIN CLEANOUT
- PROPOSED JUNCTION STRUCTURE
- PROPOSED PUBLIC 8" SEWER MAIN
- PROPOSED PRIVATE DOMESTIC WATER
- PROPOSED PRIVATE FIRE SERVICE
- PROPOSED FIRE DEPARTMENT CONNECTION
- PROPOSED TRUST BLOCK
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT
- RETAINING WALL
- PROPOSED PERVIOUS PAVEMENT
- DRAINAGE DIRECTION
- PROPOSED 20' EASEMENT

CONSTRUCTION NOTES

1. PROPOSED 2" DOMESTIC WATER SERVICE PER RINCON DEL DIABLO W-5.
2. PROPOSED PUBLIC 8" SEWER MAIN.
3. PROPOSED FIRE SERVICE CONNECTION.
4. PROPOSED PRIVATE FIRE HYDRANT PER RINCON DEL DIABLO W-19.
5. PROPOSED GATE VALVE PER RINCON DEL DIABLO W-25.
6. PROPOSED SEWER MANHOLE PER CITY OF ESCONDIDO S-1-E.
7. PROPOSED 2" DOMESTIC WATER METER PER RINCON DEL DIABLO WATER DISTRICT AND W-9.
8. PROPOSED 2" BACKFLOW PREVENTION ASSEMBLY PER RINCON DEL DIABLO W-23.
9. PROPOSED 6" BACKFLOW PREVENTION ASSEMBLY PER CITY OF ESCONDIDO W-8-E.
10. PROPOSED 6" FIRE SERVICE LINE.
11. PROPOSED 1" IRRIGATION WATER METER PER RINCON DEL DIABLO WATER DISTRICT AND W-4.
12. PROPOSED 1" IRRIGATION BACKFLOW PREVENTION ASSEMBLY PER RINCON DEL DIABLO W-23.
13. EXISTING POWER AND COMMUNICATION POLES TO BE UNDERGROUNDED PER CITY OF ESCONDIDO ORDINANCE.

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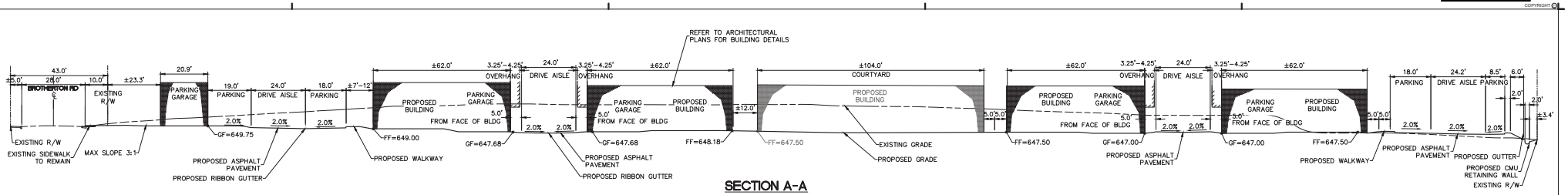
C3.0
PRELIMINARY UTILITY PLAN



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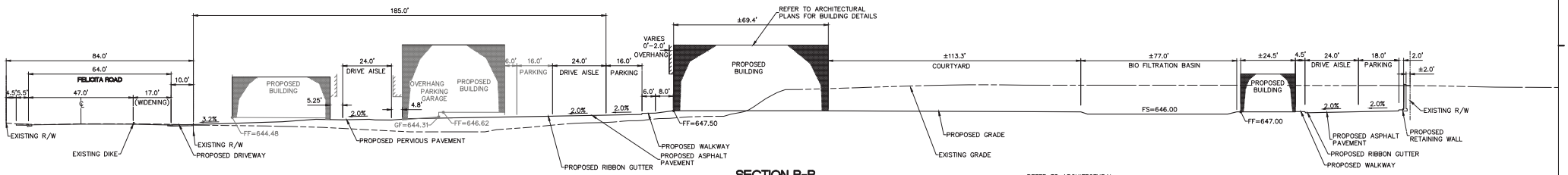

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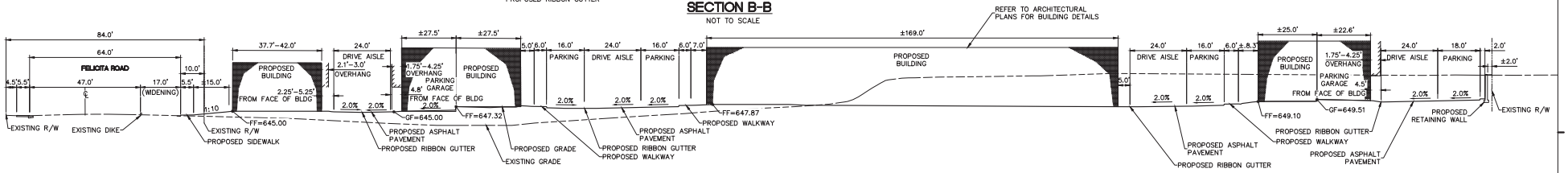

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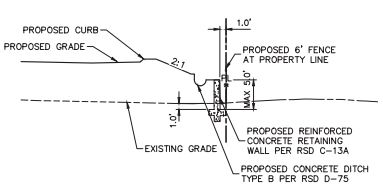

WALL SECTION D-D
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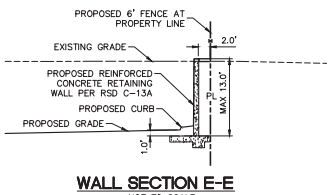

WALL SECTION E-E
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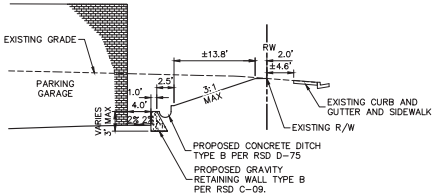

WALL SECTION F-F
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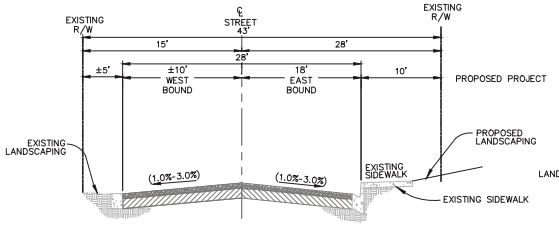
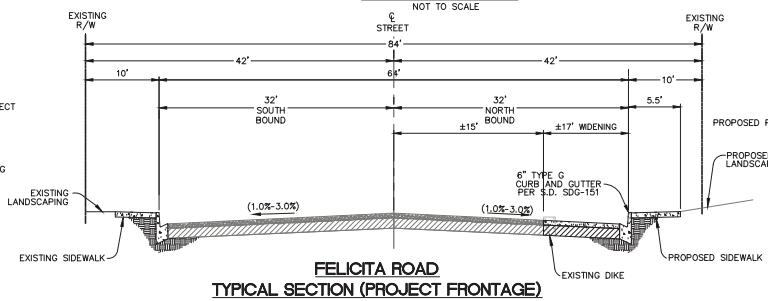
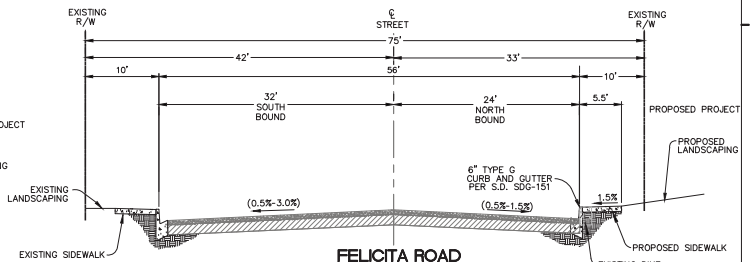


BROTHERON ROAD
TYPICAL SECTION
NOT TO SCALE



FELICITA ROAD
TYPICAL SECTION (PROJECT FRONTAGE)
NOT TO SCALE



FELICITA ROAD
TYPICAL SECTION (OFFSITE FRONTAGE)**
NOT TO SCALE
** FROM PROJECT SOUTH BOUNDARY TO CORNER OF PALM TERRACE

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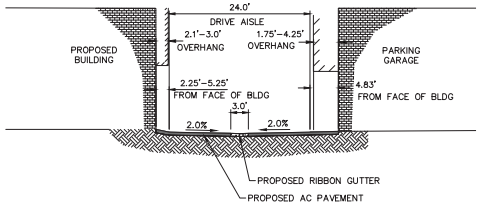
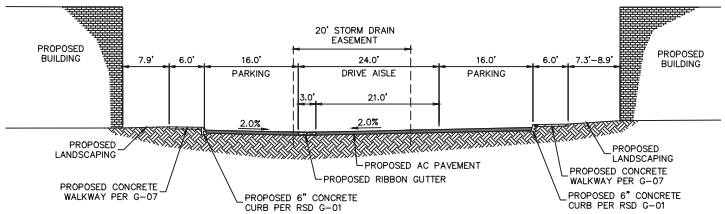
5TH SUBMITTAL	05/27/2025
6TH SUBMITTAL	07/01/2026

C4.0
CROSS SECTIONS

COPYRIGHT



SECTION 1-1
NOT TO SCALE



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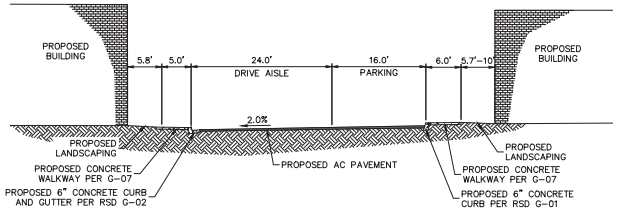
NOT TO SCALE



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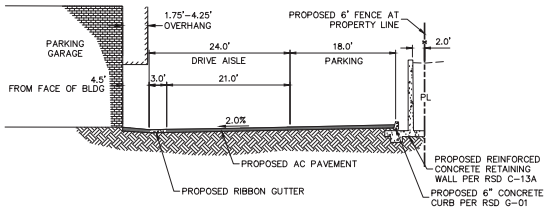
NOT TO SCALE



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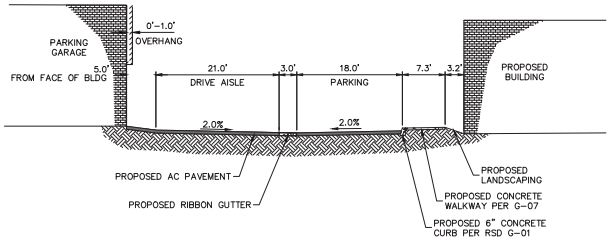
NOT TO SCALE



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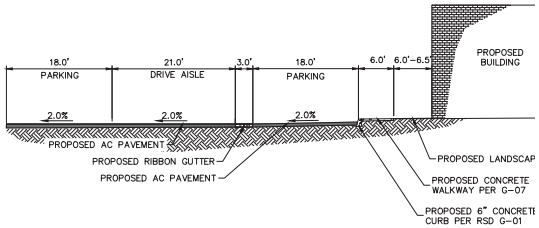
NOT TO SCALE



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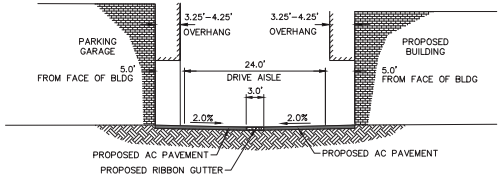
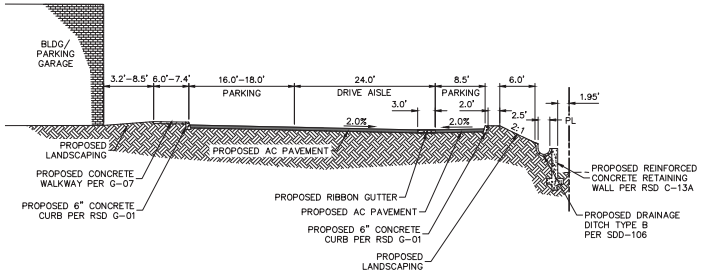
NOT TO SCALE



SECTION 7-7
NOT TO SCALE



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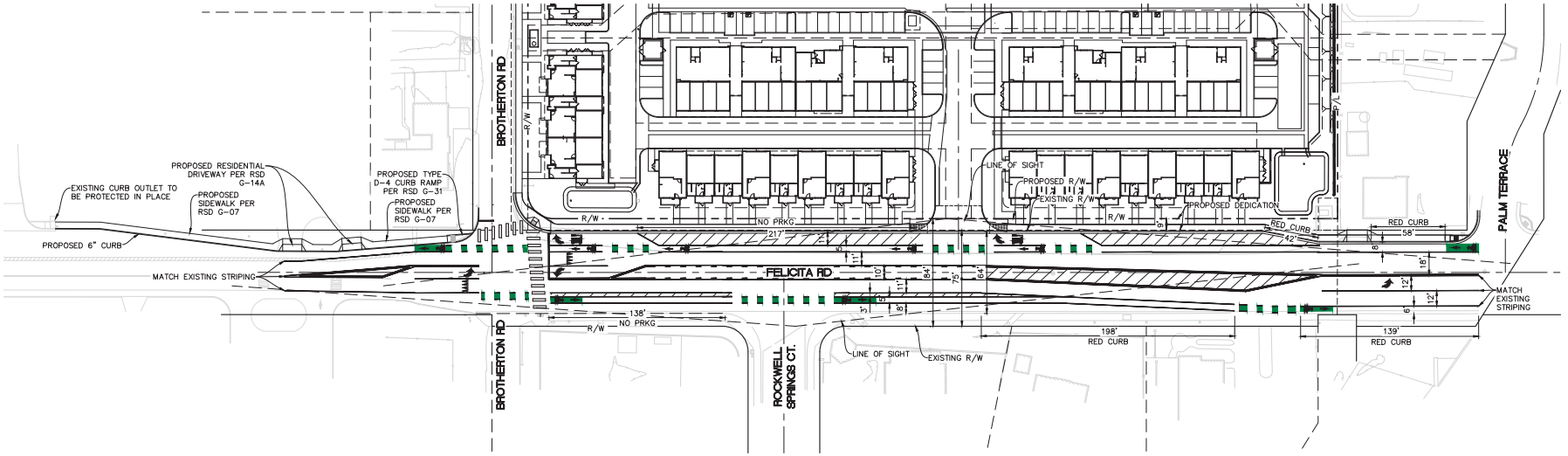
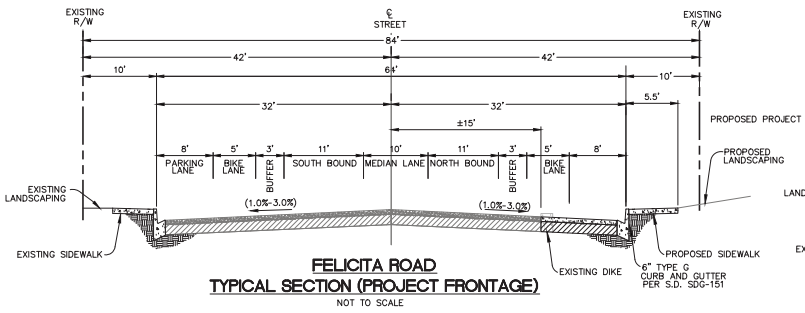
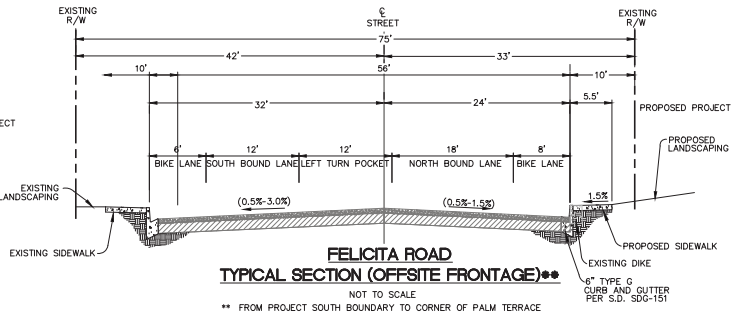
NOT TO SCALE

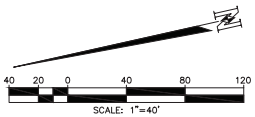




FELICITA ROAD
TYPICAL SECTION (PROJECT FRONTAGE)
NOT TO SCALE



FELICITA ROAD
TYPICAL SECTION (OFFSITE FRONTAGE)**
NOT TO SCALE
** FROM PROJECT SOUTH BOUNDARY TO CORNER OF PALM TERRACE



Nasland Engineering
Civil Engineering
Surveying
Land Planning
[redacted]

TCR Trammell Crow Residential
TRAMMELL CROW RESIDENTIAL
5790 FLEET STREET, SUITE 140
CARLSBAD, CA 92008
760.444.5205

22049 # ALEXAN ESCONDIDO
ESCONDIDO, CA

1ST SUBMITTAL	07/20/2023
2ND SUBMITTAL	12/12/2023
3RD SUBMITTAL	04/19/2024
4TH SUBMITTAL	02/13/2025
5TH SUBMITTAL	05/27/2025
6TH SUBMITTAL	07/01/2026

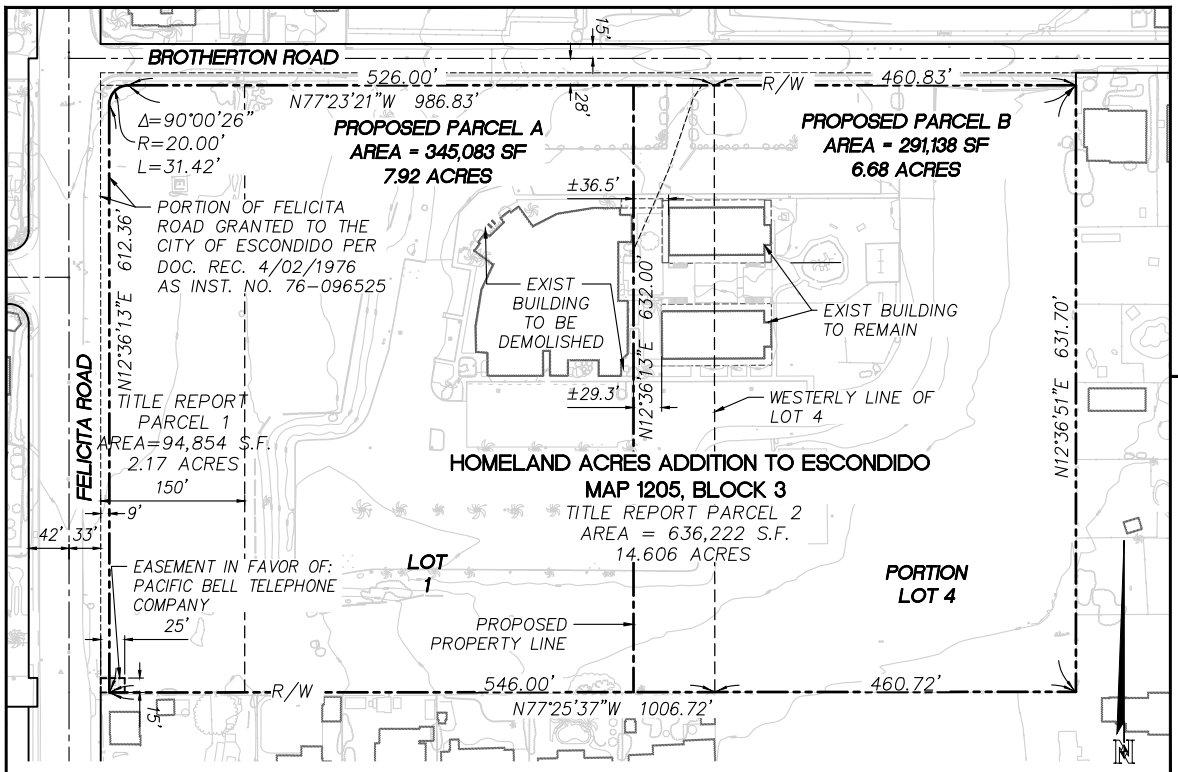
NE: 122-113.1

C5.0
STRIPING PLAN

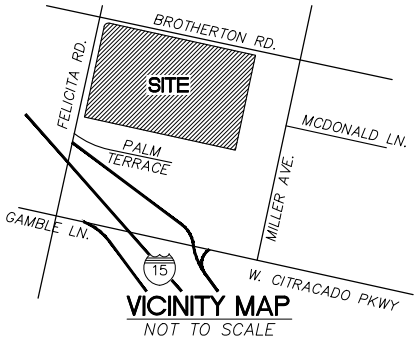
Exhibit "C"

ADJUSTMENT PLAT

CITY OF ESCONDIDO



LEGAL DESCRIPTION: PARCEL A AND PARCEL B OF BOUNDARY ADJUSTED PLAT NO._____



VICINITY MAP
NOT TO SCALE

LEGEND

EXIST TREE (SIZE VARIES).....
EXISTING R/W.....
PROPOSED P/L.....
EXISTING LOT LINE.....
EXIST BUILDING.....

200 0 200

SCALE 1" = 200'

NE JOB NO: 122-113.1

HEALTH DEPARTMENT CERTIFICATION

FOR DEPARTMENTAL USE ONLY

Prelim. Fee_____ Final Fee_____
Rec. No_____ Rec. No_____

OWNER Bethel Southern Baptist Church
PHONE NO 858-254-9977
ADDRESS 855 Brotherton Road
CITY Escondido, CA 92025

OWNER _____
PHONE NO _____
ADDRESS _____
CITY _____

THIS PLAT WAS PREPARED WITH MY KNOWLEDGE AND CONSENT

_____
SIGNATURE

APPLICANT Escondido Apartments Owners, LLC
ADDRESS 5790 Fleet St, Suite 140, Carlsbad, CA 92008
PHONE NO 760-444-5205

MAP PREPARED BY DANIEL QUINONES
ADDRESS 4740 RUFFNER STREET, SAN DIEGO CA 92111
PHONE NO (858) 292-7770 R.E. OR L.S. NO C92310

DATE FILED
REC'D BY

PRELIMINARY ACTION BY
DATE

FINAL ACTION BY
DATE

PLAT NO.:

EXHIBIT "D"

FACTORS TO BE CONSIDERED / FINDINGS OF FACT

Major Plot Plan Permit Findings (PL23-0275) (Section 33-1316 of Division 8 of Article 61 – Administration and Enforcement)

The City Council has reviewed the record, including applicable CEQA findings, and makes the following findings in approving the Major Plot Plan Permit:

1. *That the use is a permitted use in the zone in which it is located.*

The Project includes a Zone Map Amendment to rezone the subject Property from RE-20 to R-5-30. The Project includes multiple-family dwellings which is a permitted use in the R-5-30 zone as detailed in Table 33-94 in Article 6 (Residential Zones) of Chapter 33 (Escondido Zoning Code). The Project would develop up to 258 dwelling units which amounts to 32.6 dwelling units per acre. The maximum density in the zone is 30 dwelling units per acre; however, the Project includes a Density Bonus Request, which allows for an increase in density pursuant to State Density Bonus Law and Article 67 (Density Bonus and Residential Incentives) of Chapter 33. Upon approval of the Zone Map Amendment, the proposed use would be permitted in the zone in which it is located.

2. *That the plot plan is granted subject to such conditions as deemed necessary to meet the standards of the use and zone in which it is located and to comply with applicable design standards.*

The Major Plot Plan for the Alexan has been conditioned to comply with the requirements of the standards for the use in the R-5-30 zone. As detailed in the Planning Commission staff report, dated August 11, 2026, the design of the Alexan complies with the development standards of the R-5-30 zone including but not limited to off-street parking, building height, setbacks, floor-area-ratio, and open space/landscaping requirements. The Project also includes the provision of 13 very-low-income rental units which permits the utilization of incentives/concessions, and waivers pursuant to State Density Bonus Law and Article 67. The incentives/concessions, and waivers identified in the staff report are limited to open space, projections into setbacks, private storage, and floor area ratio; however, pursuant to State law, the granting of the requested incentives/concessions and waivers do not constitute inconsistencies with the standards of the R-5-30 zone, therefore, the Project complies with the requirements of the zone.

3. *That the plot plan is granted subject to such additional conditions as deemed necessary and desirable to preserve the public health, safety and general welfare.*

The Project was reviewed by the City's Staff Development Committee which is comprised of the following disciplines: Planning, Engineering, Building and Safety, Fire, Utilities, and Environmental Programs. The Project has been conditioned to construct standard improvements to existing utilities and roadway improvements to service the Project site. These additional conditions are necessary to preserve the public health, safety, and general welfare.

Design Review Permit Findings (PL26-0010) (Section 33-1359 of Article 64 of the Escondido Zoning Code)

The City Council has reviewed the record, including applicable CEQA findings, and makes the following findings in approving the Design Review Permit:

1. *The proposed site plan has been designed in a manner which is compatible with the natural and urban characteristics of the site and the surrounding neighborhood*

The Alexan has been designed to minimize impacts to surrounding properties, specifically the site plan is designed to concentrate the larger four-story buildings furthest away from the properties to the south; additionally, the buildings would be further screened from Felicita Road due to the placement of the three-story buildings and abundant landscaping. The site plan also centralizes a majority of the on-site improvements (e.g. off-street parking areas, common open space areas, and the recreation buildling) away from the surrounding neighborhood further minimizing visual and noise impacts to the surrounding properties. Off-street parking has been designed to minimize lightspill over to surrounding properties by reorienting the parking stalls parallel to the southerly property line, and the proposed carport structures are adjacent to the the Bethel Baptist Church site. Therefore, the Alexan site plan is designed in a manner that is compatible with the surrounding neighborhood.

2. *The bulk, scale, and architectural design of the proposed structure are compatible with the character of the surrounding neighborhood.*

As detailed in the Planning Commission staff report dated, August 11, 2026, the Project would introduce three-and-four-story buildings into an area primarily comprised of single-family residences. The zoning of the surrounding properties permit up to two-stories and a total overall height of 35'-0"; however, the increased height permitted by the proposed Zone Map Amendment would not be out of character with the surrounding neighborhood. The Projects implement the design standards outlined in Article 64 (Design Review) as it pertains to building design in order to minimize impacts to surrounding properties. For example, the Project avoids monotonous repetitions through the incorporation of varying roof and wall planes, and through the limited use of materials on the exterior of the building. The proposed color palette also consist of subtle hues that are compatible with the surrounding natural environment. Therefore, the bulk, scale, and

architectural design of the proposed structures will be compatible with the surrounding neighborhood.

3. *The project incorporates landscaping, irrigation and screening which is drought tolerant, appropriate for the site, and in compliance with the landscape standards established by the city.*

The Project has been reviewed for compliance with Article 62 (Water efficient Landscape Regulations) and complies with the requirements relative to street tree count, on-site landscaping, trees per dwelling unit, and allowable water usage.

4. *All grading related to the project is in conformance to design standards set by Article 55, Grading and Erosion Control.*

The Project does include construction of fill slopes along the southerly property line, and cut slopes along the easterly property line (adjacent to the Bethel Baptist Church) and northerly property line (adjacent to Brotherton Road). The fill slopes along the southerly property line are approximately 3'-0" in height, and include a maximum retaining wall height of 5'-0" for a total slope height of approximately 8'-0". Pursuant to Article 55 (Grading and Erosion Control), fill slopes within 50'-0" of a property line are typically limited to 5'-0"; however, discretion exist for those between 5'-0" and 10'-0" in height. While these slopes are adjacent to residential properties to the south, the site plan has been designed to remove off-street parking spaces from this area in order to prevent light spillover into those adjacent properties. Additionally, significant landscaping has been proposed consisting of shurbs and approximately 20 trees. The cut slopes along the easterly property line are approximately 13'-0" in height due to the construction of retaining walls; however, cut slopes within 50'-0" of a property line may be up to 20'-0" in height therefore, the overall slope height complies with the design criteria outlined in Article 55.

5. *The project has incorporated the applicable design review standards contained in the ordinance codified in this section and other applicable ordinances into the site layout and building design.*

The Project has been reviewed for compliance with design review standards in Section 33-1357 of Article 64 of the Escondido Zoning Code relative to the following: site design, architectural-buildling design, landscaping, and fencing and walls. Furthermore, with the exeception of the requsted Density Bonus incentives/concession and waivers, the Projet complies with the requirements of the Escondido Zoning Code which affect the site layout and building design.

6. *The project is consistent with the goals and objectives of the city's general plan.*

As discussed throughout the Planning Commmission staff report dated, August 11, 2026, the Project is consistent with the goals and objectives of the City's general plan. The Project would introduce housing on a site that had been identified in the City's 2012 General Plan for a potential office complex which has not come to fruition. The Project would assist the City in meeting its Regional Housing Needs Allocation (RHNA) relative to above-moderate and very-low-income units.

Density Bonus Determinations (Article 67 Section 33-1419 of Chapter 33)

1. *The Project is consistent with the provisions of this article.*

The Project includes the provision of 13 very-low-income unit which equates to 5% of the allowable base units of 238. Due to this, the Applicant is entitled to a 20% increase in density; however, only a 8.40% increase is requested therefore not exceeding the allowable increase in density. Furthermore, the Applicant is entitlted to one incentive/conession, and unlimited waivers. As detailed in the Planning Commission staff report, dated August 11, 2026, the Applicant will utilize the one incentive/concession to project into a required front yard setback, and waivers on the requirements for open space, private storage, and floor-area-ratio. Pursuant to State Density Bonus Law, and Article 67 (Density Bonus and Residential Incentives), an incentive/concession and waiver may be denied only if it will potentially result in a specific, adverse impact upon public health, safety, the environment, or any property located in the California Register of Historic Resources. Based upon the administrative record, the granting of the incentives/concession and waivers would not have a specific adverse impact on the aforementioned areas; therefore, the Project is consistent with the provisions of Article 67.

Adjustment Plat Findings (PL23-0276) (Section 32.402.04 of Chapter 32 – Subdivisions)

The City Council has reviewed the record, including applicable CEQA findings, and make the following findings in approving the Adjustment Plat:

1. *Create any new lots;*

The Project includes an Adjustment Plat to adjust the boundaries of two existing parcels, and would not result in the creation of any new lots.

2. Include any lots or parcels created illegally;

A title report was provided by the Applicant, and reviewed by City staff. A legal description was provided for the Property, and both affected parcels are legally created and identified as Lot 1 of Map 1205 Block 3 and Lot 4 of Map 1205 of Block 3.

3. Impair any existing access or create a need for new access to any adjacent lots or parcels

The Adjustment Plat will not result in the impairment of existing access or create a new for new access to any adjacent lots or parcels. Lot 1 to the west will be redeveloped with 258 multi-family dwelling units, and will have access to Brotherton Road and Felicita Road which are both public streets. Lot 4 will continue to have access along Brotherton Road with two new driveway entrances. The Adjustment Plat will not impair access to the lots to the south or east which currently have access via private and public roads.

4. Impair any existing easements or create a need for any new easements serving adjacent lots or parcels;

A title report was provided and reviewed by City staff, in addition to existing easements plotted on civil plans. Based on this information, the proposed Adjustment Plat will not impair any existing easements or create a new for any new easements serving adjacent lots or parcels.

5. Require substantial alteration of any existing improvements or create a need for substantial new improvements.

The Adjustment Plat in of itself will not require any alterations to existing improvements or create a need for substantial new improvements; however, it would facilitate the development of the Alexan on the newly created parcel, Lot 1. This would allow for improvements to service the newly developed Alexan, and for improvements to service the redeveloped Bethel Baptist Church.

No Net Loss:

Pursuant to California Government Code Section 65863, the City Council make the following findings:

1. The Project site, or a portion thereof (APN:236-333-41-00), is identified in the Housing Element to accommodate a portion of the regional housing need. The identified capacity on the Project site is as follows: 3 new above moderate-income units. The proposed Project does not reduce the density of the site below what was projected in the Housing Element; the Housing Element shows a site capacity of 3 above moderate-income units, whereas 245 above-moderate income units and 13 very low-income units are proposed.

2. The proposed development's residential density is consistent with the Housing Element, and the remaining sites identified in the Housing Element are adequate to meet the requirements of Government Code Section 65583.2 and to accommodate the City's share of the regional housing need pursuant to Section 65584.

EXHIBIT "E"

PLANNING CASE NOS. PL23-0275/PL26-0010

CONDITIONS OF APPROVAL

This Project is conditionally approved as set forth on the application received by the City of Escondido on **May 2, 2024**, and the Project drawings consisting of Site Plans, Floor Plans, Sections, Architectural Elevations, Civil Sheets/Grading, Landscape Plans and Colored Elevations; all designated as approved on **December 02, 2026** and shall not be altered without express authorization by the Development Service Department.

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

A. General:

1. **Acceptance of Permit.** If the Applicant fails to file a timely and valid appeal of this Permit within the applicable appeal period, such inaction by the Applicant shall be deemed to constitute all of the following on behalf of the Applicant:

   a. Acceptance of the Permit by the Applicant; and

   b. Agreement by the Applicant to be bound by, to comply with, and to do all things required of or by the Applicant pursuant to all of the terms, provisions, and conditions of this Project Permit or other approval and the provisions of the Escondido Municipal Code or Zoning Code applicable to such Permit.

2. **Permit Expiration.** If the Permit was filed as or concurrent with a Tentative Map or Planned Development application, the Permit shall expire 36 months from the effective date of approval, unless additional time is granted pursuant to the Map Act or to the Escondido Municipal Code. If not filed as concurrent with a Tentative Map or Planned Development application, the Permit shall automatically expire after one year from the date of this approval, or the expiration date of any extension granted in accordance with the Escondido Municipal Code and Zoning Code.

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

3. **Certification.** The Director of Development Services, or his/her designee, is authorized and directed to make, or require the Applicant to make, all corrections and modifications to the Project drawings and any other relevant document comprising the Project in its entirety, as necessary to make them internally consistent and in conformity with the final action on the Project. This includes amending the Project drawings as necessary to incorporate revisions made by the decision-making body and/or reflecting any

modifications identified in these conditions of approval. A final Approved Plan set, shall be submitted to the Planning Division for certification electronically. Said plans must be certified by the Planning Division prior to submittal of any post-entitlement permit, including grading, public improvement, landscape, or building plans for the Project.

4. Conformance to Approved Plans.

a. The operation and use of the subject property shall be consistent with the Project Description and Details of Request, designated with the Approved Plan set.

b. Nothing in this Permit shall authorize the Applicant to intensify the authorized activity beyond that which is specifically described in this Permit.

c. Once a permit has been issued, the Applicant may request Permit modifications. "Minor" modifications may be granted if found by the Director of Development Services to be in substantial conformity with the Approved Plan set, including all exhibits and Permit conditions attached hereto. Such "minor" modifications shall be processed through a substantial conformance process identified by the Planning Division. Modifications beyond the scope described in the Approved Plan set may require submittal of an amendment to the Permit and approval by the authorized agency.

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

6. Certificate of Occupancy.

a. No change in the character of occupancy or change to a different group of occupancies as described by the Building Code shall be made without first obtaining a Certificate of Occupancy from the Building Official, as required, and any such change in occupancy must comply with all other applicable local and state laws.

b. Prior to final occupancy, a Planning Final Inspection shall be completed to ensure that the property is in full compliance with the Permit terms and conditions. The findings of the inspection shall be documented on a form and content satisfactory to the Director of Development Services.

7. Availability of Permit Conditions

a. Prior to grading permit issuance, the Applicant shall cause a covenant regarding real property to be recorded that sets forth the terms and conditions of this Permit approval and shall be of a form and content satisfactory to the Director of Development Services.

b. The Applicant shall make a copy of the terms conditions of this Permit readily available to any member of the public or City staff upon request. Said terms and conditions shall be printed on any construction plans that are submitted to the Building Division for plan check processing.

8. **Right to Entry.** The holder of this Permit shall make the premises available for inspection by City staff during construction or operating hours and allow the investigations of property necessary to ensure that minimum codes, regulations, local ordinances and safety requirements are properly followed. The Applicant shall provide such business records, licenses, and other materials necessary upon request to provide evidence of compliance with the conditions of approval, as well as federal, state, or laws.

9. **Compliance with Federal, State, and Local Laws.** Nothing in this Permit shall relieve the Applicant from complying with conditions, performance standards, and regulations generally imposed upon activities similar in nature to the activity authorized by this permit. (Permits from other agencies may be required as specified in the Permit's Details of Request.) This Permit does not relieve the Applicant of the obligation to comply with all applicable statutes, regulations, and procedures in effect at the time that any engineering permits or building permits are issued unless specifically waived herein.

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

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

    Approval of this development project is conditioned upon payment of all applicable development fees and connection fees in the manner provided in Chapter 6 of the Escondido Municipal Code.

11. **Public Art Partnership Program.** All requirements of the Public Art Partnership Program, Ordinance No. 86-70 shall be satisfied prior to any building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.

12. **Clerk Recording.**

    a. State Law (SB 1535), effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. If the Project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with State law, or if the Project was analyzed through a negative declaration or environmental impact report, the Applicant shall remit to the City of Escondido Planning Division, within two working days of the effective date of the adoption of the environmental document, a check payable to the "San Diego County Clerk," in the amount that is published by the County Clerk's Office. Failure to remit the required fees in full within the specified time noted above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and

recovery under the provisions of the Revenue and Taxation code. In addition, Section 21089(b) of the Public Resources Code, and Section 711.4(c) of the Fish and Game Code provide that no project shall be operative, vested, or final until all the required filing fees are paid. The County Clerk's Office filing fees for other environmental review documents are adjusted annually by the California Department of Fish and Wildlife. If the fee increase after the date of this approval, the Applicant shall be responsible for the increase.

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

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

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

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

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.

17. Phasing. A phasing plan shall be submitted for all projects which include more than one building. The phasing plan shall identify the order in which all on- and off-site improvements will be installed, including triggers for improvements resulting from mitigation measures placed on the project through the environmental review process or required for General Plan conformance. The plan shall also identify the

order in which structures will be built and occupied, the location of construction fencing at each phase of construction, and any other means necessary to prevent conflicts between construction traffic and users of the occupied buildings. The phasing plan shall be approved by the City Planner, Building Official, City Engineer and Fire Marshal prior to the issuance of a grading permit for the project. The phasing plan shall not be modified without written consent from the City of Escondido.

B. Construction, Maintenance, and Operation Obligations:

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

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

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

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

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

4. **Signage.** All proposed signage associated with the Project must comply with Article 66 (Sign Ordinance) of the Escondido Zoning Code. Separate sign permits will be required for Project signage. All non-conforming signs shall be removed. The Applicant shall submit with any sign permit graphic/list of all signs to be removed and retained, along with any new signage proposed.

5. **Noise.** All Project generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08).

6. **Lighting.** All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting Ordinance) of the Escondido Zoning Code.

7. **General Property Maintenance.** The property owner or management company shall maintain the property in good visual and functional condition. This shall include, but not be limited to, all exterior elements of the buildings such as paint, roof, paving, signs, lighting and landscaping. The Applicant shall paint and re-paint all building exteriors, accessory equipment, and utility boxes servicing the Project, as necessary to maintain clean, safe, and efficient appearances.

8. **Anti-Graffiti.** The Applicant shall remove all graffiti from buildings and wall surfaces within 48 hours of defacement, including all areas of the job site for when the Project is under construction.

9. **Anti-Litter**. The site and surrounding area shall be maintained free of litter, refuse, and debris. Cleaning shall include keeping all publicly used areas free of litter, trash, and garbage.

10. **Roof, Wall, and Ground Level Equipment.** All mechanical equipment shall be screened and concealed from view in accordance with Section 33-1085 of the Escondido Zoning Code.

11. **Trash Enclosures.** All appropriate trash enclosures or other approved trash systems shall be approved by the Planning and Engineering Division. The property owner or management company shall be responsible for ensuring that enclosures are easily assessable for garbage and recyclables collection; and that the area is managed in a clean, safe, and efficient manner. Trash enclosure covers shall be closed when not in use. Trash enclosures shall be regularly emptied. There shall be the prompt removal of visible signs of overflow of garbage, smells emanating from enclosure, graffiti, pests, and vermin.

12. **Staging Construction Areas.** All staging areas shall be conducted on the subject property, subject to approval of the Engineering Department. Off-site staging areas, if any, shall be approved through the issuance of an off-site staging area permit/agreement.

13. **Disturbance Coordinator.** The Applicant shall designate and provide a point-of-contact whose responsibilities shall include overseeing the implementation of Project, compliance with Permit terms and conditions, and responding to neighborhood concerns.

14. **Construction Waste Reduction, Disposal, and Recycling.** Applicant shall recycle or salvage for reuse a minimum of 65% of the non-hazardous construction and demolition waste for residential projects or portions thereof in accordance with either Section 4.408.2, 4.408.3, or 4.408.4 of the California Green Building Standards Code; and/or for non-residential projects or portions thereof in accordance with either Section 5.408.1.1, 5.408.1.2, or 5.408.1.3 of the California Green Building Standards Code. In order to ensure compliance with the waste diversion goals for all residential and non-residential construction projects, the Applicant must submit appropriate documentation as described in Section 4.408.5 of the California Green Building Standards Code for residential projects or portions thereof, or Section 5.408.1.4 for non-residential projects or portions thereof, demonstrating compliance with the California Green Building Standards Code sections cited above.

15. **Construction Equipment Emissions.** Applicant shall incorporate measures that reduce construction and operational emissions. Prior to the City's issuance of the demolition and grading permits for the Project, the Applicant shall demonstrate to the satisfaction of the Planning Division that its construction contractor will use a construction fleet wherein all 50-horsepower or greater diesel-powered equipment is powered with California Air Resources Board ("CARB") certified Tier 4 Interim engines or equipment outfitted with CARB-verified diesel particulate filters. An exemption from this requirement may be granted if (i) the Applicant provides documentation demonstrating that equipment with Tier 4 Interim engines are not reasonably available, and (ii) functionally equivalent diesel PM emission totals can be achieved for the Project from other combinations of construction equipment. Before an exemption may be granted, the Applicant's construction contractor shall demonstrate to the satisfaction of the Director of Development Services that (i) at least two construction fleet owners/operators in San Diego County were contacted and those owners/operators confirmed Tier 4 Interim equipment could not be located within San Diego County during the desired construction schedule, and (ii) the proposed replacement equipment has been evaluated using the California Emissions Estimator Model ("CalEEMod") or other industry standard emission estimation method, and documentation provided to the Planning Division confirms that necessary project-generated functional equivalencies in the diesel PM emissions level are achieved.

16. **Phasing.** A phasing plan shall be submitted for all projects which include more than one building. The phasing plan shall identify the order in which all on- and off-site improvements will be installed, including triggers for improvements resulting from mitigation measures placed on the project through the environmental review process or required for General Plan conformance. The plan shall also identify the order in which structures will be built and occupied, the location of construction fencing at each phase of construction, and any other means necessary to prevent conflicts between construction traffic and users of the occupied buildings. The phasing plan shall be approved by the City Planner, Building Official, City Engineer and Fire Marshal prior to the issuance of a grading permit for the project. The phasing plan shall not be modified without written consent from the City of Escondido.

C. Parking and Loading/Unloading.

1. A minimum of 331 off-street parking spaces shall be provided at all times. Said parking spaces provided by the Applicant, and any additional parking spaces provided above the required minimum amount, shall be dimensioned per City standards and be maintained in a clean, well-marked condition. The striping shall be drawn on the plans or a note shall be included indicating double-striping per City standards.

2. Parking for disabled persons shall be provided (including "Van Accessible" spaces) in full compliance with the State Building Code.

3. No contractor or employee may store, or permit to be stored, a commercial or construction vehicle/truck; or personal vehicle, truck, or other personal property on public-right-of-way or other public property without permission of the City Engineer.

D. Landscaping: The property owner or management company assumes all responsibility for maintaining all on-site landscaping; any landscaping in the public right-of-way adjacent to the property, including potted plants; and any retaining and freestanding walls in a manner that satisfies the conditions contained herein.

1. Landscaped areas shall be maintained in a flourishing manner. Appropriate irrigation shall be provided for all landscape areas and be maintained in a fully operational condition.

2. All existing planting and planter areas, including areas within the public right-of-way, shall be repaired and landscaping brought into compliance with current standards. All dead plant material shall be removed and replaced by the property owner or management company.

3. If at the time of planning final inspection that it is determined that sufficient screening is not provided, the Applicant shall be required to provide additional landscaping improvements to the satisfaction of the Planning Division.

4. The landscaped areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan.

5. Failure to maintain landscaping and the site in general may result in the setting of a public hearing to revoke or modify the Permit approval.

6. Landscaping Plans. Applicant shall install all required improvements including screening walls, retaining walls, storm improvements, and landscaping in substantial conformance to the planting and irrigation schedule as shown on the final Approved Plan set.

a. A final landscape and irrigation plan shall be submitted to the Engineering Services Department for review and approval, if meeting any of the criteria listed under Section 33-1323 of the Zoning Code. Five copies of detailed landscape and irrigation plans shall be submitted to the Engineering Services Department with the second submittal lf the grading plan. The initial submittal of the landscape plans shall include the required plan check fees, paid in accordance with the prevailing fee schedule in effect at the time of submittal. Details of Project fencing and walls, including materials and colors, shall be provided on the landscape plans. (Building permits may also be required.) The landscape and irrigation plans shall be reviewed and approved by the Planning Division and Engineering Services Department prior to issuance of grading permits, and shall be equivalent or superior to the conceptual landscape plans included as part of the Approved Plan set, to the satisfaction of the Planning Division. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Landscape Standards) of the Escondido Zoning Code, except where stricter requirements are imposed by the State of California.

b. Screening walls, retaining walls, storm improvements, and landscaping (i.e. planting and irrigation) is to be provided prior to final occupancy.

c. The installation of the landscaping and irrigation shall be inspected by the Project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The Applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.

d. Any new freestanding walls and/or retaining walls shall incorporate decorative materials or finishes, and shall be indicated on the landscaping plans. (Building permits may also be required.) All freestanding walls visible from points beyond the Project site shall be treated with a protective sealant coating to facilitate graffiti removal. The sealant shall be a type satisfactory to the Director of Development Services.

e. New or retrofitted trash enclosures shall accommodate vertical climbing plants, vines with support trellis panels, clinging non-deciduous or fast growing shrubbery that will screen the enclosures wall surface. The Director of Development Services shall find that the proposed landscaping design, material, or method provides approximate equivalence to the specific requirements of this condition or is otherwise satisfactory and complies with the intent of these provisions.

E. Specific Planning Division Conditions:

a. Project Mitigation Measures and Project Features

i. The approval of the General Plan Amendment, Zone Map Amendment, Major Plot and Design Review Permit, called the Alexan Residential Development (hereinafter referred to as "Project"), is granted subject to the approval of the Final Environmental Impact Report, and is subject to all Project features and mitigation measures contained therein. Applicant shall implement, or cause implementation of the Final EIR Mitigation Monitoring and Reporting Program, as provided as Exhibit "D" to Resolution No. 2026-185.

b. No Grading Exemptions for the Alexan Residential Development are approved under this approval.

c. Prior to issuance of a building permit, the Applicant shall be responsible for recordation of an Adjustment Plat showing two (2) newly configured parcels with a common boundary as depicted on the project plans.

F. Housing and Neighborhood Services Conditions:

Density Bonus:

1. 13 residential units shall be deed restricted to households qualifying as very-low-income households, and rented at very-low-income rents per state policy ("Affordable Units").

2. The Project shall provide a minimum of 13 dwelling units for very-low income households (those earning less than 50 percent of the Area Median Income for the San Diego-Carlsbad-San Marcos MSA). Prior to issuance of a grading permit or recording of the final map, whichever occurs first, the developer shall sign a binding affordable housing agreement with the City, which will set forth the conditions and guidelines to be met in the implementation of Density Bonus Law requirements and any other applicable requirements (Within the affordable housing agreement, the developer will be responsible for annual recertification of household income qualifications and compliance with rent limits). The agreement will

also establish specific compliance standards and remedies available to the City upon failure by the developer to restrict units to target households for the prescribed time period (55 years for all target units as described in Government Code section 65915(c)). Income qualified households will be monitored by the City of Escondido Housing and Neighborhood Services Division for the duration of the affordability period. Monitoring fees will be applied per the affordable housing agreement.

3. All affordability agreements shall run with the land and be binding on the applicant and its heirs, transferees, assigns, successors, administrators, executors, and other representatives, and shall be recorded against the applicable property for the requisite period of time.

4. The Affordable Units shall be constructed concurrently with, or earlier than construction of the unrestricted units. The City shall not issue building permits for more than fifty (50) percent of the unrestricted units until the City has issued building permits for all of the Affordable Units.

5. The Affordable Units shall be constructed with the same exterior appearance and interior features, fixtures, and amenities, and shall use the same type and quality of materials as provided for the unrestricted units in the Project.

6. The design, appearance, and general quality of the Affordable Units shall be consistent or compatible with the design of the total housing development in terms of appearance, materials, and finished quality.

7. The average square footage for the unrestricted units shall be approximately the same as the average square footage for the Affordable Units of the same number of bedrooms.

8. All Affordable Units shall have a bedroom unit mix consistent with Municipal Code Section 33-1417(d).

9. The Affordable Units shall be disbursed within the housing development.

10. The City shall not approve any final inspections or issue any certificates of occupancy for more than fifty (50) percent of the unrestricted units until the City has issued certificates of occupancy for all of the Affordable Units.

G. Specific Engineering Division Conditions:

GENERAL

1. The Developer/Property Owner shall provide the City Engineer with a current Title Report covering subject property.

2. The Boundary Adjustment required to reconfigure the two (2) existing parcels that the Bethel Baptist currently owns into two (2) newly configured parcels with a new common boundary as depicted on the project plans, shall be completed and recorded prior to issuance of any permits.

3. The location of all existing on-site and adjacent utilities and/or any drainage facilities shall be determined by the Developer's engineer. If a conflict occurs with the proposed project or improvements, arrangements for relocation of the conflicting utilities/facilities shall be made with the owner of the utility/facility prior to

approval of the Grading plans. This utility/facility relocation work to remove the conflict shall be completed prior to issuance of Building Permits for the specific building or facility that was in conflict.

4. Improvement plans prepared by a Civil Engineer are required for all public street and utility improvements and a Grading/Private Improvement plan prepared by a Civil Engineer is required for all grading, drainage and private onsite improvement design. All required final engineering plan sets with reports shall be submitted for review simultaneously through the City's virtual Engineering plan review portal with each uploaded separately and include all items on the Engineering Initial Submittal Checklists. Landscaping Plans shall be prepared by a Landscape Architect and likewise submitted through the virtual Engineering plan review portal. The City will screen check these initial submittals including the Engineer's Cost Estimates and from these post the Initial Plan Review fees that must be paid before full reviews will commence.

5. The Developer shall post securities in accordance with the City prepared Bond and Fee Letter based on a final Engineer's Estimate of Grading and Improvements Cost prepared by the project engineer. The Developer is required to provide a Cash Clean Up deposit for all grading, landscaping, private Improvements and onsite drainage improvements prior to approval of Grading Plans and issuance of a Grading Permit. This Cash Clean Up Deposit amount shall be 10% of the total cost of the project private improvements, drainage and landscaping. The Developer is required to provide Performance (100% of total public improvement cost estimate), Labor and Material (50% of total public improvement cost estimate) and Guarantee and Warrantee (10 % of total public improvement cost estimate) bonds for all public improvements prior to approval of the Improvement Plans and issuance of Building Permits. All improvements shall be completed prior to issuance of a Certificate of Occupancy.

6. All final engineering plans for the construction of all required off-site and on-site improvements and grading shall be approved and surety bonds and agreements in a form acceptable to the City Attorney shall be posted by the Developer with the City of Escondido prior to issuance of any Building Permits.

7. If site conditions change adjacent to the proposed development prior to completion of the project, the Developer will be responsible to modify his/her improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer. This condition particularly applies to the area along this project's new easterly boundary shared with the concurrently developing new church sanctuary building and other church and school facilities.

8. All project construction shall be constructed in a manner that does not damage existing public improvements. Any damage to existing public improvements shall be determined by and corrected by the Developer to the satisfaction of the City Engineer.

9. The Developer is responsible for obtaining any Caltrans' Approvals and Permits for work in their right-of-way or deemed necessary by them.

10. A PDF of the Certified Plot Plan as presented to the Planning Commission and approved by the City Council together with any changes shall together with a PDF of the adopted final conditions of approval be uploaded with each of the initial Final Engineering plan submittals.

STREET IMPROVEMENTS AND TRAFFIC

1. Public street improvements shall be constructed to City Standards as required by the City's Municipal Code and to the satisfaction of the City Engineer. Specific details, including final street improvement widths, right-of-way widths, concrete curb and gutters, curb returns and pedestrian ramps, drainage, lighting, etc. shall be to the satisfaction of the City Engineer.

2. Prior to first occupancy, the Developer shall construct street improvements and widening, including but not limited to, concrete curb, gutter, street lights, street trees, paving and base on the following street both adjacent to the project boundary and offsite to the south:

STREET	**CLASSIFICATION**
Felicita Road – Project Frontage	Collector (32' CL to curb face)
Felicita Road – Offsite south to Palm Ter.	Interim Collector (24' CL to curb face)

See appropriate typical sections in the current Escondido Design Standards for additional details.

3. The Developer shall construct a new 16' wide G-14A concrete driveway apron off of Felicita Road for the property to the south (2130 Felicita Rd.) and a new concrete pedestrian ramp at the Palm Terrace end of the required offsite street improvements.

4. The transition in width of the Felicita Road street improvements from Offsite to Project Frontage widths shall occur within the southerly 20 feet of the project's frontage with the sidewalk transitioning to non-contiguous behind the existing power pole to meet the path of travel of the new offsite driveway apron for 2130 Felicita Rd.

5. The Project's entrance off of Brotherton Road shall be improved with an alley-type driveway apron in accordance with Escondido Standard Drawing No. G-5-E with minimum throat width of 24 feet.

6. The Project's entrance off of Felicita Road shall be improved with an alley-type driveway apron in accordance with Escondido Standard Drawing No. G-5-E with minimum throat width of 36 feet.

7. The Developer shall remove and replace all lifted or otherwise damaged existing sidewalk, curb and gutter, along the project's Brotherton Road frontage to the satisfaction of the City Engineer prior to issuance of a Certificate of Occupancy.

8. All existing unused concrete driveway aprons along Brotherton Road shall be removed and replaced with full height PCC curb and gutter and sidewalk in accordance with City standards.

9. All on-site driveways and parking areas shall be private. Typical sections, alignments, curb return, and design details shall be to the satisfaction of the City Engineer, Development Services Director, and City Fire Marshal. The private street improvements shall include, but not be limited to, the construction of concrete curb or curb and gutter, concrete sidewalks with ADA pedestrian ramps, concrete cross gutters and ribbon gutters, and asphalt paving all over aggregate base.

10. All paving and concrete materials for public and private roadways shall adhere to the most recent Caltrans Standard specifications for asphalt concrete (AC), hot mix asphalt (HMA), asphalt binders (AB), and Portland cement concrete (PCC). Materials shall be sourced from a Caltrans-approved facility or supplier(s) based off the respective materials being replaced or improved upon. For AC or HMA replacement, materials shall be

sourced from suppliers listed on the Caltrans "Asphalt Supplier Certification Program", or on the Caltrans "Job Mix Formula Prequalification Program", respectively. For AB replacement, materials shall be Caltrans-approved Class 2 Aggregate Base sourced from Caltrans-approved suppliers listed on the Caltrans "Aggregate Prequalification Program". All PCC shall have undergone the Caltrans Material Plant Quality Program (MPQP) to obtain their respective Plant Certification, and shall be listed on the MPQP "List of Active Plants in the State".

11. The curb returns for the private internal drive aisles shall be designed and constructed with 10' minimum radius and a minimum 28' radius on roadways for which the Fire Marshal has determined the need for emergency vehicle access.

12. The address of each building shall be posted in such a manner that the address is clearly visible from either Felicita Road or Brotherton Road. The address shall be placed in a manner and location approved by the City Engineer, City Planner, and Fire Marshal.

13. The existing public LED street light on Felicita Road at the Project's northwest corner at the intersection with Brotherton Road shall be relocated behind the new widened Felicita Road street improvements and curb return in accordance with Escondido Standard Drawing E-1-E.

14. A new public LED street light shall be installed on the easterly side of the Project's entrance off of Brotherton Road, behind the new alley-type driveway apron in accordance with Escondido Standard Drawing E-1-E.

15. A new public LED street light shall be installed on the southerly side of the Project's entrance off of Felicita Road, behind the new alley-type driveway apron in accordance with Escondido Standard Drawing E-1-E.

16. The current high visibility school zone crossing of Felicita Road at its intersection with the Brotherton Road shall be reconstructed as a high-visibility school zone cross walk together with the installation of a Rapid Red-flashing Beacon.

17. To mitigate the project's Vehicle Miles Traveled (VMT) impacts, the Developer has identified and shall design and construct (including all signage, pavement marking removals and new pavement markings) prior to first occupancy, the following mobility improvements at their sole expense:

    Near Miller Elementary School and the Project:
    - Intersection of Miller Avenue and Montview Drive: Install high visibility crosswalks on the south and west legs. (reduction of 30 VMT)
    - Intersection of Felicita and Brotherton Road: Install a high visibility crosswalk on the east leg, and a Rapid Rectangular Flashing Beacon system to the south leg. (reduction of 45 VMT).
    - Brotherton Road mid-block Miller Elementary School crossing: Install high visibility crosswalk, 2 pedestrian ramps, and a Rapid Rectangular Flashing Beacon system. (reduction of 62 VMT)
    - Intersection of Brotherton Road and Miller Avenue: Install high visibility crosswalks on the north and east legs. (reduction of 30 VMT)
    - Intersection of Brotherton Road and Centre City Parkway: Install a high visibility crosswalk on the west leg, and pedestrian ramps on the northwest and southwest corners. (reduction of 31 VMT)
    - Intersection of Citracado Parkway and Felicita Road: Install high visibility crosswalks on all four legs. (reduction of 60 VMT)

- Near intersection of Citracado Parkway and Miller Avenue: Construct 112 feet of new sidewalk along north side of Citracado Parkway from end of Caltrans R/W to northwest corner of its intersection with Miller Avenue, and install a pedestrian ramp on the northwest corner. (reduction of 15 VMT)
- Intersection of Citracado Parkway and Centre City Parkway: Install high visibility crosswalks on the north leg and on the north leg of CCP Frontage Road (reduction of 30 VMT)
- New sidewalk - East side of Felicita from Brotherton Road to existing sidewalk 320 feet north and from the project's south boundary to Palm Terrace (reduction of 24 VMT).
- Intersection of Felicita and Palm Terrace: Install high visibility crosswalk and new pedestrian ramp on northeast corner. (reduction of 23 VMT).

Near Bernardo Elementary School:

- Intersection of Bernardo Avenue and Hamilton Lane: Install high visibility crosswalks on the north and west legs. (reduction of 30 VMT)
- Intersection of Bernardo Avenue and Dexter Place: Install a high visibility crosswalk on the west leg. (reduction of 15 VMT)
- Intersection of Mountain Heights Drive and Sunrise Way: Install a high visibility crosswalk on the north leg. (reduction of 15 VMT)

Near Del Dios Academy of Arts and Sciences School:

- Intersection of Ninth Avenue and Valley Parkway: Install high visibility crosswalks on all four legs. (reduction of 60 VMT)
- Intersection of Ninth Avenue and Auto Parkway: Install high visibility crosswalks on the north, south, and west legs. (reduction of 45 VMT)

Near Del Lago Academy High School:

- Intersection of Crescent Knolls Glen and Scenic Trails Way: Install high visibility crosswalks on the north, and west legs. (reduction of 30 VMT)
- Intersection of Citracado Parkway and Scenic Trails Way: Install high visibility crosswalks on all four legs. (reduction of 60 VMT)

Near Juniper Elementary School:

- Intersection of Juniper Street and Felicita Avenue: Install high visibility crosswalks on all four legs. (reduction of 60 VMT)
- Intersection of Juniper Street and Green Avenue: Install a high visibility crosswalk on the west leg. (reduction of 15 VMT)
- Intersection of Juniper Street and El Dorado Drive: Install a high visibility crosswalk on the east leg. (reduction of 15 VMT)
- Intersection of Juniper Street and Vermont Avenue: Install a high visibility crosswalk on the west leg. (reduction of 15 VMT)
- Intersection of Juniper Street and Cyprus Crest Terrace: Install a high visibility crosswalk on the east leg. (reduction of 15 VMT)

Near L.R. Green Elementary School:

- Intersection of Bear Valley Parkway and Canyon Road: Install high visibility crosswalks on the west, south, and east legs. (reduction of 45 VMT)

- Casteneda Drive at LR Green Elementary School south entrance: Install a high visibility crosswalk. (reduction of 15 VMT)

Near Orange Glen Elementary School:

- Intersection of East Valley Parkway and James Street: Install high visibility crosswalks on the north and east legs. (reduction of 30 VMT)
- Intersection of Falconer Road and Walnut Glen: Install a high visibility crosswalk on the west leg. (reduction of 15 VMT)
- Intersection of Falconer Road and Hypoint Avenue: Install a high visibility crosswalk on the east leg. (reduction of 15 VMT)
- Intersection of East Valley Parkway and Bear Valley Parkway: Install high visibility crosswalks on the west and south legs. (reduction of 30 VMT)
- Intersection of Bear Valley Parkway and Belfast Glen: Install a high visibility crosswalk on the east leg. (reduction of 15 VMT)

Near Orange Glen High School:

- Intersection of Bear Valley Parkway and Midway Drive / Patriot Place: Install high visibility crosswalks on all four legs. (reduction of 60 VMT)
- Intersection of Glenridge Road and High School Driveway: Add advance yield markings to existing mid-block high visibility crosswalk. (reduction of 30 VMT)
- Intersection of Glenridge Road and Mountain View Drive: Add advance yield markings to existing high visibility crosswalks. (reduction of 30 VMT)
- Intersection of Bear Valley Parkway and Glenridge Road: Install high visibility crosswalks on the east and north legs. (reduction of 30 VMT)

Near Central Elementary School:

- Intersection of Third Avenue and South Broadway: Install high visibility crosswalks on all four legs. (reduction of 60 VMT)
- Intersection of Third Avenue and South Broadway: Install advance yield markings to north and south intersection approaches. (reduction of 30 VMT)
- Intersection of Third Avenue and Maple Street: Install high visibility crosswalks on all four legs. (reduction of 60 VMT)
- Intersection of Fourth Avenue and Maple Street: Install a high visibility crosswalk on the west leg. (reduction of 15 VMT)
- Intersection of Fourth Avenue and S. Broadway: Install high visibility crosswalks on the north, east, and south legs. (reduction of 45 VMT)

Other City Intersections:

- Intersection of Citracado Parkway and South Escondido Boulevard: Install high visibility crosswalks on the north and east legs. (reduction of 30 VMT)
- Intersection of Auto Parkway and Hale Avenue: Install high visibility crosswalks on all four legs. (reduction of 60 VMT)
- Intersection of Valley Parkway and Home Depot Center: Install high visibility crosswalks on the south and west legs. (reduction of 30 VMT)

- Intersection of Valley Parkway and Eleventh Avenue: Install high visibility crosswalks on the north, east, and west legs. (reduction of 45 VMT)
- Intersection of La Terraza Boulevard and 9th Avenue: Install high visibility crosswalks on all four legs. (reduction of 60 VMT)
- Intersection of Ninth Avenue and Tulip Street: Install high visibility crosswalks on all four legs. (reduction of 60 VMT)
- Intersection of Centre City Parkway and Ninth Avenue: Install high visibility crosswalks on the west, east, and south legs. (reduction of 45 VMT)
- Intersection of Pine Street and Ninth Avenue: Install high visibility crosswalks on the north and south legs. (reduction of 30 VMT)
- Intersection of Valley Parkway and Juniper Street: Install high visibility crosswalks on all four legs. (reduction of 60 VMT)
- Intersection of Via Rancho Parkway and Quiet Hills Drive: Install high visibility crosswalks on all four legs. (reduction of 60 VMT)
- Intersection of Via Rancho Parkway and Beethoven Drive: Install high visibility crosswalks on the west, east, and north legs. (reduction of 45 VMT)

18. The Developer may be responsible for a 1-1/2" grind and 2" asphalt concrete overlay of portions of Brotherton Road due to the construction of the driveway closures, new alley-type driveway apron, and the utility trenches necessary to serve this project. The determination of the extent of the overlay shall be to the satisfaction of the City Engineer.

19. The Developer's Traffic engineer shall prepare and submit for approval by the City Engineer a complete final Signing and Striping plan for all improved and modified roadways. The Developer will be responsible for removal of all existing and the construction of all new signing and striping in compliance with the current CA MUTCD standards and to the satisfaction of the City Engineer.

20. For the duration of the project construction and at project completion, the Developer shall repaint all pavement striping and markings adjacent to the project that have been damaged and prematurely faded due to the project construction traffic to the satisfaction of the City Engineer.

21. Adequate horizontal sight distance shall be provided at the project entrances. Increased parkway widths and restrictions on landscaping may be required at the discretion of the City Engineer.

22. The Developer shall design and construct pedestrian access routes meeting current ADA requirements into the project and along project frontages to the satisfaction of the City Engineer and City Building Official.

23. The Developer will be required to provide a detailed detour and traffic control plan, for all construction and staging activities, and for any temporary 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.

GRADING and ONSITE PRIVATE IMPROVEMENTS

1. A site grading and erosion control plan prepared by a registered Civil Engineer shall be approved by the Engineering Department prior to issuance of building permits. The first submittal of the grading plan shall be accompanied by three copies of the preliminary soils and geotechnical report. The Soils Engineer will be required to indicate in the soils report that they have reviewed the grading design and found it to be in conformance with their recommendations.

2. All private driveways and parking areas shall be paved with a minimum of 3" asphalt concrete over 6" of aggregate base or 7" Portland cement concrete over 6" aggregate base. All paved areas exceeding 15% slope or less than 1.0% shall be paved with Portland cement concrete.

3. Any proposed retaining walls not a part of the building foundations or stem walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retaining wall design is in conformance with the recommendations and specifications as outlined in the Geotechnical report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by Regional or City Standard Drawings. The Developer will be required to pay for all required third party structural engineering review of these structural calculations and details. Stem walls, foundation structures, or deepened footings that are to be constructed as part of a building structure will be permitted as part of the Building Department plan review and Building Permit process.

4. All retaining walls and screen walls, stairs and raised landings shall be constructed completely within the Project property and shall not encroach into the public R/W.

5. The Developer will be required to obtain permission from adjoining property owners for any off-site grading or other work necessary to construct the project and/or the required improvements, or the Developer shall modify the project design so the construction in question is contained within the project's property lines.

6. 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.

7. The Developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.

8. A Construction General Permit is required from the State Water Resources Control Board for all storm water discharges associated with a construction activity where clearing, grading, and excavation results in a land disturbance of one or more acres.

9. Any blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.

10. All existing foundations, structures, trees not otherwise designated "to remain" on the Plot plan, shall be removed or demolished from the site.

DRAINAGE

1. Final on-site and off-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a Drainage Study to be prepared by the Engineer of Work. The drainage study shall be in conformance with the City of Escondido Design Standards.

2. The Developer shall intercept the existing 54-inch storm drain that currently outlets into the project site from under Brotherton by removing the existing headwall and constructing a RSD D-9 Type A-6 storm drain clean-out. From this clean-out the Developer shall extend a public 54-inch reinforced concrete pipe storm drain pipe south through the project.

3. The Developer shall further extend the above public 54" storm drain system offsite through the side yard the neighboring property to the south addressed as 2130 Felicita Rd. as currently designed. If the Developer is unable to secure the right of entry and public drainage easement to complete this offsite storm drain in this alignment than a new alignment within Felicita Road and Palm Terrace public right-of-way shall be submitted or review and approval by the City Engineer. This offsite storm drain shall be constructed with reinforced concrete pipe(s) sized to convey the upstream flows up to the Q100 design storm and the Q10 design storm event without surcharging the project's storm water treatment basin media.

4. The project shall limit drainage flows leaving the site to their pre-construction Q100 rates. Details and calculations for all detention basins and vaults shall be submitted and approved as part of the grading plan review process.

5. Other than the public 54-inch storm drain system to be constructed through the project, all other on-site storm drains and treatment, detention, attenuation facilities are private. The responsibility for maintenance of these storm drains and facilities shall be that of the Property Owner.

6. A Final Storm Water Quality Management Plan (SWQMP) in compliance with the City's latest adopted Storm Water Design Manual shall be prepared for all newly created or replaced onsite impervious areas, impervious frontage, and required offsite improvements. The SWQMP shall be submitted for approval with the final improvement and grading plans. The SWQMP shall include treatment and full hydromodification calculations, post-construction storm water treatment measures, and maintenance requirements.

7. All site drainage with emphasis on the parking and driveway areas shall be treated to remove expected contaminants. The City of Escondido highly encourages the use of bio-retention areas where possible as the primary method of storm water retention and treatment. The landscape plans will need to reflect these areas of storm water treatment.

8. The Developer will be required to have the current Property Owner sign, notarize, and record a Storm Water Control Facility Maintenance Agreement.

9. All storm water treatment and retention facilities and their drains including modular wetlands, bio-retention basins and planters, any permeable paver areas shall be considered private. The responsibility for

maintenance and repair of all project constructed/installed post construction storm water treatment facilities both onsite and any placed in the adjacent public right-of-way shall be that of the Property Owner.

10. The Developer shall design and construct any permeable surfaces proposed for the project to the specifications of the version of the County of San Diego Green Streets manual approved by the County at the time the grading permits are issued. All permeable surfaces within the project footprint that are subject to vehicular traffic shall be designed for H20 loading.

11. The Property Owner shall perpetually maintain any permeable surfaces in accordance to the standards established by the County of San Diego Green Streets manual in effect at the time the grading permits are issued. City shall have the right to inspect all permeable surfaces as needed to ensure they function as designed. City shall have the right to require qualified third-party testing at the property owner's expense when surface failure is suspected. Contractor qualifications are outlined in the County of SD Green Streets manual. The Property Owner will be required to repair or reinstall the permeable surface for all failing surfaces to County of SD Green Streets manual standards in place at the time of the grading permit. In the event of failure to maintain the permeable pavers system that result in not functioning as designed, the project owner will be responsible to replace the pervious pavers system with an alternate method of storm water treatment system or will be required to transition the project to a priority storm water development project by complying with the applicable requirements, including development of a Storm Water Quality Management Plan and the installation of structural best management practices.

WATER SUPPLY – Rincon del Diablo Water District

1. The proposed project is located within the Rincon Del Diablo water service area. The Developer is required to consult with Rincon Del Diablo Water District regarding any required water improvements necessary to provide water and fire service for the project.

2. Fire hydrants together with an adequate water supply shall be installed at locations approved by the Fire Marshall.

3. 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 building and fire plans and permits, all fire suppression lines shall be shown for reference on the various final engineering plan sets. The property owner shall be responsible for all maintenance of these private fire suppression water lines and appurtenances.

4. All on-site water lines and backflow prevention devices beyond the water meter shall be considered a private water system. Although private and approved by separate building plans and building permit(s), all of these private water lines shall be shown for reference on the various final engineering plan sets. The property owner shall be responsible for all maintenance of these private water lines and appurtenances.

SEWER

1. The Developer shall at their sole expense, design and construct an extension of the existing 8-inch sewer main in Felicita Road approximately 60 feet north to a new manhole adjacent to the project's Felicita Road entrance and from there shall extend onsite a new public 8-inch PVC sewer mains together with manholes at all angle points and end points within the various private access roads; all as necessary to provide sanitary sewer service to all project buildings and units. All of these public sewer mains shall be located under asphalt or concrete pavement and not under curbs, gutters, medians or sidewalks.

2. 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.

3. All sewer laterals shall be considered a private sewer system and shall be designed and constructed per the current City of Escondido Design Standards and Standard Drawings and per the current Uniform Plumbing Code. Sewer laterals less than 8-inches in diameter shall connect to the sewer main. Sewer laterals 8-inches and larger shall be connected to the public sewer at a manhole. The Property Owner shall be responsible for all maintenance of sewer laterals to the public sewer main. The location of all sewer laterals shall be shown on the grading and improvement plans.

4. All new sewer mains and related appurtenances shall be designed and constructed per current City of Escondido Design Standards and Standard Drawings and to the satisfaction of the Utilities Engineer.

5. The project design shall be such that all existing or new sewer manholes are accessible at all times by City Vactor trucks for maintenance.

6. The Developer shall cap and plug at the public sewer main all sewer lines and laterals to be abandoned, to the satisfaction of the Utilities Engineer and the City Inspector.

7. All public sewer mains shall be located in the right-of-way or within a minimum 20-foot public utility easement (PUE). Private storm drains, private utilities and permanent structures are not allowed within these public utility easements.

LANDSCAPING

1. Site landscaping and irrigation plan(s) for the project and for all right-of-way areas along the project frontages shall be prepared by a Licensed Landscape Architect and submitted to the Engineering Department with the second submittal of the grading plans for review and approval by Engineering and Planning Departments. The initial submittal of the landscape plans shall include the required plan check fees.

EASEMENTS AND DEDICATIONS

1. All private and public easements affecting subject property both proposed and existing to remain shall be shown, delineated, dimensioned, and clearly labeled on all final engineering and building plan sets.

2. The Developer shall grant by separate deed all necessary public easements to the City including Public Utility Easements and Fire Access Easements.

3. A 20-foot-wide public utility easement shall be granted to the City of Escondido covering all proposed public sewer mains within the project.

4. A 20-foot-wide public drainage easement shall be granted to the City of Escondido covering only the proposed 54-inch public storm drain within the project.

5. The Developer is responsible for securing a minimum 15-foot-wide public drainage easement and temporary right-of-entry across the adjacent property to the south addressed as 2130 Felicita Road necessary for the required offsite extension and connection of the 54-inch storm drain. If the Developer is unable to obtain this easement and right-of-entry than an alternate alignment and design for this 54-inch storm drain will need to be submitted to and approved by the City Engineer.

6. The Developer is responsible for making the arrangements to quitclaim any easements of record which conflict with the proposed development prior to approval of the final map. If an easement of record contains an existing utility that must remain in service, proof of arrangements to quitclaim the easement once new utilities are constructed must be submitted to the City Engineer prior to approval of the Final Map. Building permits will not be issued for buildings in which construction will conflict with existing easements or utilities, nor will any securities be released until the existing easements are quitclaimed.

   Material necessary for processing a dedication or easement shall include: a current grant deed or title report, a legal description and plat of the dedication or easement signed and sealed by a person authorized to practice land surveying (document size) and traverse closure tapes. The City will prepare all final documents.

SURVEYING AND MONUMENTATION

1. All property corners shall be verified to be monumented by a person authorized to practice land surveying and a Record of Survey Map (or Corner Record if appropriate) shall be recorded if new monuments need to be set.

CASH CLEAN-UP DEPOSITS and FEES

1. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public or private property and improvements, install Best Management Practices devices and materials, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by the City for cleanup or damage will be drawn from this security and the grading permit will be revoked by written notice to the Developer until the required cash security is replaced. The cleanup cash security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, retaining walls, walls, drainage facilities, landscaping and irrigation, and best management practices items of work up to a maximum of $60,000, unless a higher amount is deemed necessary by the City Engineer.

2. To mitigate the projects significant traffic impact determined per criteria within the Quality-of-Life Standards of the City of Escondido's currently adopted General Plan, the Developer shall provide the City with a Fair Share Contribution towards future traffic mitigation improvements at the intersection of

Citracado Parkway at the north-bound I-15 ramps in the amount of **$520,000** prior to the issuance of first occupancy. This amount is based on Caltrans likely requiring that a round-about be constructed at this location as the future traffic mitigation measure.

3. To mitigate the projects significant traffic impact determined per criteria within the Quality-of-Life Standards of the City of Escondido's currently adopted General Plan, the Developer shall provide the City with a Fair Share Contribution towards future traffic mitigation improvements at the intersection of Citracado Parkway and the south-bound I-15 offramp in the amount of **$30,000** prior to the issuance of first occupancy. This amount is based on a traffic signal being constructed at this location as the future traffic mitigation measure.

4. To mitigate the projects significant traffic impact determined per criteria within the Quality-of-Life Standards of the City of Escondido's currently adopted General Plan, the Developer shall provide the City with a Fair Share Contribution towards future traffic mitigation improvements at the intersection of Citracado Parkway and Miller Avenue in the amount of **$130,000** prior to the issuance of first occupancy. This amount is based on a traffic signal being constructed at this location as the future traffic mitigation measure.

5. The Developer shall be required to pay all development fees of the City then in effect at the time, and in such amounts as may prevail when Building Permits are issued.

UTILITY UNDERGROUNDING AND RELOCATION

1. Any existing overhead utilities within the project boundary or along fronting street rights-of-way shall be relocated underground as required by the City's Subdivision and Undergrounding Ordinances.

2. The Developer shall sign a written agreement stating that they have made all such arrangements as may be necessary to coordinate and provide utility construction, relocation and undergrounding. All new utilities shall be constructed underground.

RESOLUTION NO. 2026-188

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A MODIFICATION TO AN EXISTING CONDITIONAL USE PERMIT, DESIGN REVIEW PERMIT, AND GRADING EXEMPTION FOR AN EXISTING RELIGIOUS FACILITY LOCATED AT 855 BROTHERTON ROAD

APPLICANT: TRAMMELL CROW RESIDENTIAL (C/O GREG MOSIEVE)

CASE NO: PL23-0273/PL23-0274/PL23-0275/PL23-0276/PL25 0275/PL26-0010/PL26-0219

WHEREAS, Trammell Crow Residential ("Applicant"), filed a land use development application, Planning Case Nos. PL23-0273/PL23-0274/PL23-0275/PL23-0276/PL25-0275/PL26-0010 ("Application") constituting a request for a General Plan Amendment to amend the land use for the property from Planned Office (PO) to Urban V (U5); a Zone Map Amendment to change zoning from Residential Estates (RE-20) to Very High Multiple Family District (R-5-30); a Major Plot Plan and Design Review Permit for construction of 258 multi-family units, inclusive of a Density Bonus Request ("Alexan"); a Conditional use Permit modification and Design Review Permit to modify an existing Conditional Use Permit and to demolish and reconstruct a sanctuary hall for approximately 600 individuals ("Bethel Baptist Church"); and a Grading Exemption to permit fill slopes and retaining walls up to 12'-0" in height, and an Adjustment Plat to adjust property boundaries to facilitate construction ("Project") on a 14.83-acre site located at 855 Brotherton Road, Escondido, CA (APN: 236-333-41-00/236-333-53-00), in the Residential Estates (RE-20) zone; and

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

WHEREAS, the Application was submitted to, and processed by, Planning Services 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, 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, on December 2, 2026, in furtherance of the Project, the City Council adopted Resolution No. 2026-185, certifying the Final Environmental Impact Report, adopting CEQA Findings of Fact and a Mitigation Monitoring and Reporting Program, prepared for the Project; and

WHEREAS, approval of the Conditional Use Permit Modification, Design Review Permit, and Grading Exemption would allow for the construction of the Project as detailed in the City Council staff report dated December 2, 2026, incorporated herein as though fully set forth herein; and

WHEREAS, a General Plan Amendment is required to allow for residential uses and Resolution No. 2026-186 places into effect a change in land use designation for the subject property from Planned Office (PO) to Urban V (U5); and

WHEREAS, a Zone Map Amendment, as set forth in Ordinance 2026-21, is required for consistency purposes with the General Plan Amendment (Government Code 65860), to align the subject property's zone to an allowable use as designated within the Land Use and Community Form chapter of the City's adopted 2012 General Plan; and

WHEREAS, a Conditional Use Permit modification is requested to modify the site layout of the existing religious facility; and

WHEREAS, a Design Review Permit is required for new construction of projects that require a discretionary action, in accordance with Section 33-1354 of the Escondido Zoning Code; and

WHEREAS, pursuant to Article 55 (Grading and Erosion Control), a Grading Exemption is requested to allow for construction of fill slopes up to 12’-0” in height, inclusive of retaining walls; and

WHEREAS, the Planning Service Area 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”; and

WHEREAS, the Planning Commission of the City of Escondido held a duly noticed public hearing on August 11, 2026, as prescribed by law, at which time the Planning Commission received and considered the reports and recommendation of the Planning Service Area and all interested persons were given the opportunity to appear and present their views with respect to the Application. Evidence was submitted to and considered by the Planning Commission, including written and oral testimony from City staff, interested parties, and the public. Following the public hearing, the Planning Commission’s motion to adopt Resolution No. 2026-08 failed to pass; however, staff’s recommendation to approve remains unchanged; and

WHEREAS, the City Council held a duly noticed public hearing on December 2, 2026, as prescribed by law, at which time the City Council received and considered the staff report, dated December 2, 2026 with attachments, and recommendation of the Planning Service Area, and gave all persons full opportunity to be heard and to present evidence and testimony regarding the Project. Evidence was submitted to and considered by the City Council, including, without limitation:

a) Written information including plans, studies, written and graphical information, and other material, submitted by the Applicant;

b) Oral testimony from City staff, interested parties, and the public;

c) The City Council staff report, dated December 2, 2026 with its attachments as well as City staff's recommendation on the Project, which is incorporated herein as though fully set forth herein;

d) The record of the Planning Commission meeting, and staff report dated August 11, 2026 which incorporated herein as though fully set forth herein; and

e) Additional information submitted during the public hearing.

WHEREAS, the City Clerk, whose office is located at 201 North Broadway, Escondido CA 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the City Council's decision is based, which documents and material shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

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

1. The above recitations are true and correct.

2. That the Factors to be Considered/ Findings of Fact, attached as Exhibit "C" hereto and incorporated by this reference, were made by the City Council, and upon their consideration along with the staff reports, public testimony presented at the hearing, and all other oral and written evidence of the Project, the City Council approves Project, subject to the Conditions of Approval set forth in Exhibit "D" hereto and incorporated by this reference. The City Council expressly declares that it would not have made the decision except upon and subject to each and all of said conditions, each and all of which shall run with the land and be binding upon the Applicant, the owner, and all subsequent owners of the Property, and all persons who use the Property for the uses permitted hereby.

3. The development plans for the Project are on file in the Planning Service Area of the Development Services Department and are available for inspection by anyone interested herein, and the development plans are incorporated herein by this reference as if they were fully set forth herein. The Project is **conditionally approved** as set forth on the Application and Project drawings, all designated as approved by the City Council, and which shall not be altered without the express authorization by the Planning Service Area. 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.

4. That concurrently with this Resolution, the City Council is taking a number of actions in furtherance of the Project, as generally described by December 2, 2026 City Council staff report. No single component of the series of actions made in connection with the Project shall be effective unless and until it is approved by an Ordinance or Resolution and is procedurally effective in the manner provided by state law.

BE IT FURTHER RESOLVED that, pursuant to Government Code Section 66020 (d)(1):

1. NOTICE IS HEREBY GIVEN that the Project is subject to dedications, reservations, and exactions, as specified in the Conditions of Approval. The Project is subject to certain fees described in the City of Escondido's Development Fee Inventory on file in the Development Services Department. The Applicant shall be required to pay all development fees of the City then in effect at the time, and in such amounts as may prevail when the building permits are issued. It is the City's intent that the cost representing future development's share of public facilities and capital improvements be imposed to ensure that new development pays the capital cost associated with growth. The Applicant is advised to review the Planned Fee Updates portion of the webpages, www.escondido.gov, and regularly monitor and/or review fee-related information to plan for the cost associated with the undertaking of the Project.

2. NOTICE IS FURTHER GIVEN that the 90-day period during which to protest the imposition of any fee, dedication, reservation, or other exaction described in this Resolution begins on the effective date of this Resolution, and any such protest must be in a manner that complies with Government Code Section 660020.

Exhibit "A"

Legal Description

PARCEL 1:

THE WESTERLY 150.00 FEET OF LOT 1 IN BLOCK 3 OF HOMELAND ACRES ADDITION TO ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 1205, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 1, 1909.

PARCEL 2:

ALL OF LOTS 1 AND 4 IN BLOCK 3 OF HOMELAND ACRES ADDITION TO ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1205, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 1, 1909.

EXCEPTING FROM SAID LOT 1, THE WESTERLY 150.00 FEET THEREOF.

ALSO EXCEPTING FROM SAID LOT 4, THE EASTERLY 264.00 FEET THEREOF.

ALSO EXCEPTING THAT PORTION LYING WITHIN THE NORTHERLY 13.00 FEET OF SAID LOTS 1 AND 4.

APN: 236-333-41-00 (Affects Parcel 1)
APN: 236-333-53-00 (Affects Parcel 2)

BETHEL BAPTIST CHURCH

NEW BUILDING ADDITION

855 BROTHERTON RD.
ESCONDIDO, CA 92025

BETHEL BAPTIST CHURCH	**OWNER:** BETHEL BAPTIST CHURCH 855 BROTHERTON RD. ESCONDIDO, CA 92025 CONTACT: PENNY LAULOR E-MAIL: PLAULOR1@GMAIL.COM
BGW ARCHITECTS	**ARCHITECTURAL:** BGW ARCHITECTS 2327 GRANT AVE. OGDEN, UT 84401 CONTACT: NED WRIGHT PHONE: 801-564-9736 E-MAIL: NWRIGHT@BGWSERVICES.COM
HILBERS INCORPORATED	**GENERAL CONTRACTOR:** HILBERS INCORPORATED 1710 N.WALTON AVENUE, SUITE 100 YUBA CITY, CA 95993 CONTACT: DON ROMO PHONE: 530-673-2947 E-MAIL: DROMO@HILBERSINC.COM
EPTDESIGN	**LANDSCAPE ARCHITECTURE:** EPTDESIGN 101 N. INDIAN HILL BOULEVARD CLAREMONT, CA 9711 CONTACT: IVAN OCHOA PHONE: 626-795-2069 X101 E-MAIL: IOCHOA@EPTDESIGN.COM
Nasland	**CIVIL:** NASLAND ENGINEERING 4740 RUFFNER STREET SAN DIEGO, CA 9211 CONTACT: PAUL PITTMAN PHONE: 858-292-7770 E-MAIL: PAULP@NASLAND.COM
CROW HOLDINGS	**APPLICANT:** TRAMMELL CROW 5790 FLEET STREET, SUITE 140 CARLSBAD, CA 92008 CONTACT: GREG MOSEVE PHONE: 858-774-1752 E-MAIL: GMOSEVE@CROWHOLDINGS.COM



BGW ARCHITECT
Innovative design. Stewardship driven.

REV	DATE	DESCRIPTION
0	12/15/2025	PRELIMINARY
	01/15/2026	PRELIMINARY 2
	02/17/2026	PRELIMINARY 3

BETHEL BAPTIST CHURCH
NEW BUILDING ADDITION
855 BROTHERTON RD.
ESCONDIDO, CA 92025

SHEET TITLE: COVER SHEET

SHEET NUMBER: G001

PROJECT DESCRIPTION:
THE PROPOSED PROJECT CONSISTS OF 258 UNITS UTILIZING A COMBINATION OF 3 STORY TOWNHOMES, AND 3- AND 4-STORY ON GRADE WITH TUCK UNDER GARAGES. THERE IS A MIX OF UNITS RANGING FROM 1-BEDROOM TO 3-BEDROOMS. THERE IS A TOTAL OF 4 DIFFERENT RESIDENTIAL BUILDINGS AND A 2-STORY LEASING/AMENITY BUILDING. THIS WILL BE IN THE SAME SCOPE AS THE ADJACENT CHURCH PROJECT.
THE PROPOSED CHURCH PROJECT IS AN 24,627 SF SANCTUARY AND LOBBY ADDITION TO TWO EXISTING CLASSROOM AND CHILDCARE BUILDINGS. THE EXISTING 24,335 SF SANCTUARY BUILDING IS BEING DEMOLISHED AND THE LOT IS BEING DIVIDED. THE SANCTUARY WILL SEAT 600 AND THE CHILDCARE WILL HOLD A MAXIMUM OF 200 STUDENTS.

BUILDING TYPE:
IIFB

ZONING TYPE:
RESIDENTIAL-5 (R5)

OCCUPANCY TYPE:
A-3 AND E, DAYCARE

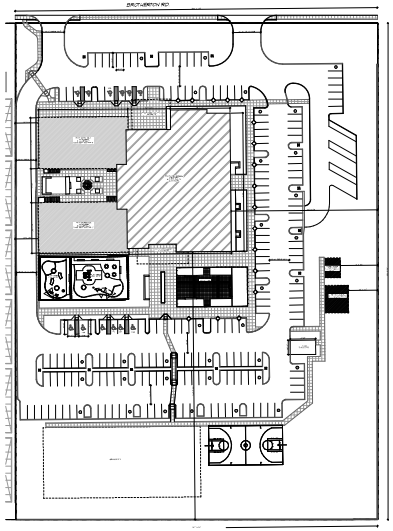
SPRINKLERED:
YES

UTILITIES:
GAS - SDG&E
ELECTRIC - SDG&E
WATER - RINCON WATER DISTRICT
SEWER - CITY OF ESCONDIDO
TRASH - ESCONDIDO DISPOSAL CO.

SITE ACREAGE:
6.68 ACRES

PROPOSED APN:
38-333-55-00, 236-333-41-00

CHURCH PARKING SUMMARY			
TYPE	**CODE**	**REQUIRED**	**PROVIDED**
ACCESSIBLE SPACES	(201-300) = 7 REQ.	7	12
EV READY SPACES	25% OF EV-CAPABLE SPACES	10	10
EV CAPABLE SPACES	20% TOTAL SPACES	41	44
REQUIRED SPACES	1 PER 5 SEATS IN SANCTUARY	121	121
CHILDCARE PARKING SUMMARY			
TYPE	**CODE**	**REQUIRED**	**PROVIDED**
EMPLOYEES	1 SPOT PER EMPLOYEE	15	15
CHILDREN	1 SPOT PER 10 CHILDREN	200/10 = 20	20
YOUTH WORSHIP	1 SPOT PER 100SF	1,174SF/100 = 11.74	12
PARKING SUMMARY TOTAL			
TYPE	**REQUIRED**		**PROVIDED**
CHURCH PARKING	121		160
CHILDCARE PARKING	47 (INCLUDING 27 FOR CHILDCARE DROP-OFF)		47
TOTAL SPACES	168		207



ARCHITECTURAL SITE PLAN

NEW BUILDING AREA SUMMARY	
TOTAL AREA	24,627 SF
FIRST FLOOR	22,623 SF
MEZZANINE LEVEL	2,004 SF
EXISTING SOUTH BUILDING AREA SUMMARY	
TOTAL AREA	9,708 SF
FIRST FLOOR	5,041 SF
MEZZANINE LEVEL	4,667 SF
EXISTING NORTH BUILDING AREA SUMMARY	
TOTAL AREA	10,111 SF
FIRST FLOOR	5,391 SF
MEZZANINE LEVEL	4,720 SF

SITE FLOOR AREA RATIO	
FIRST FLOOR	33,055 SF
MEZZANINE LEVEL	11,391 SF
TOTAL AREA	44,446 SF
TOTAL SITE AREA	291,131 SF
FLOOR AREA RATIO	44,446/ 291,131 =.153 F.A.R.

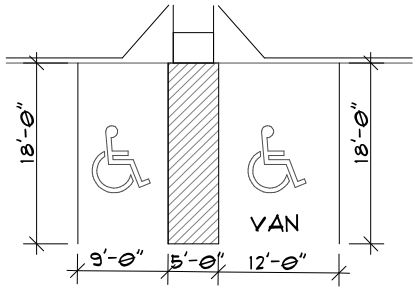
ZONING SUMMARY		
BUILDING HEIGHT	**MAXIMUM**	**PROVIDED**
NEW AUDITORIUM	75'	42'-5"



VICINITY PLAN

SHEET INDEX - 42X30

GENERAL		
G001	COVER SHEET	
G002	GENERAL NOTES	
ARCHITECTURAL		
A001	ARCHITECTURAL SITE PLAN	
A002	FIRE ACCESS PLAN	
A003	TRASH ENCLOSURE PLAN & DETAILS	
A101	FIRST FLOOR PLAN	
A102	SECOND FLOOR PLAN	
A112	ROOF PLAN	
A201	EXTERIOR ELEVATIONS	
A202	EXISTING BUILDING ELEVATIONS	
CIVIL		
C1.0	EXISTING CONDITIONS AND DEMO PLAN	
C2.0	PRELIMINARY GRADING PLAN	
C2.1	PRELIMINARY GRADING SECTIONS	
C3.0	PRELIMINARY UTILITY PLAN	
LANDSCAPE		
L000	OVERALL CONSTRUCTION PLAN	
L001	OVERALL ILLUSTRATIVE PLAN	
L002	OVERALL PERMEABILITY PLAN	
L101	CONSTRUCITON PLAN - NORTH	
L102	CONSTRUCTION PLAN - SOUTH	
L151	CONSTRUCTION DETAILS	
L200	IRRIGATION PLAN	

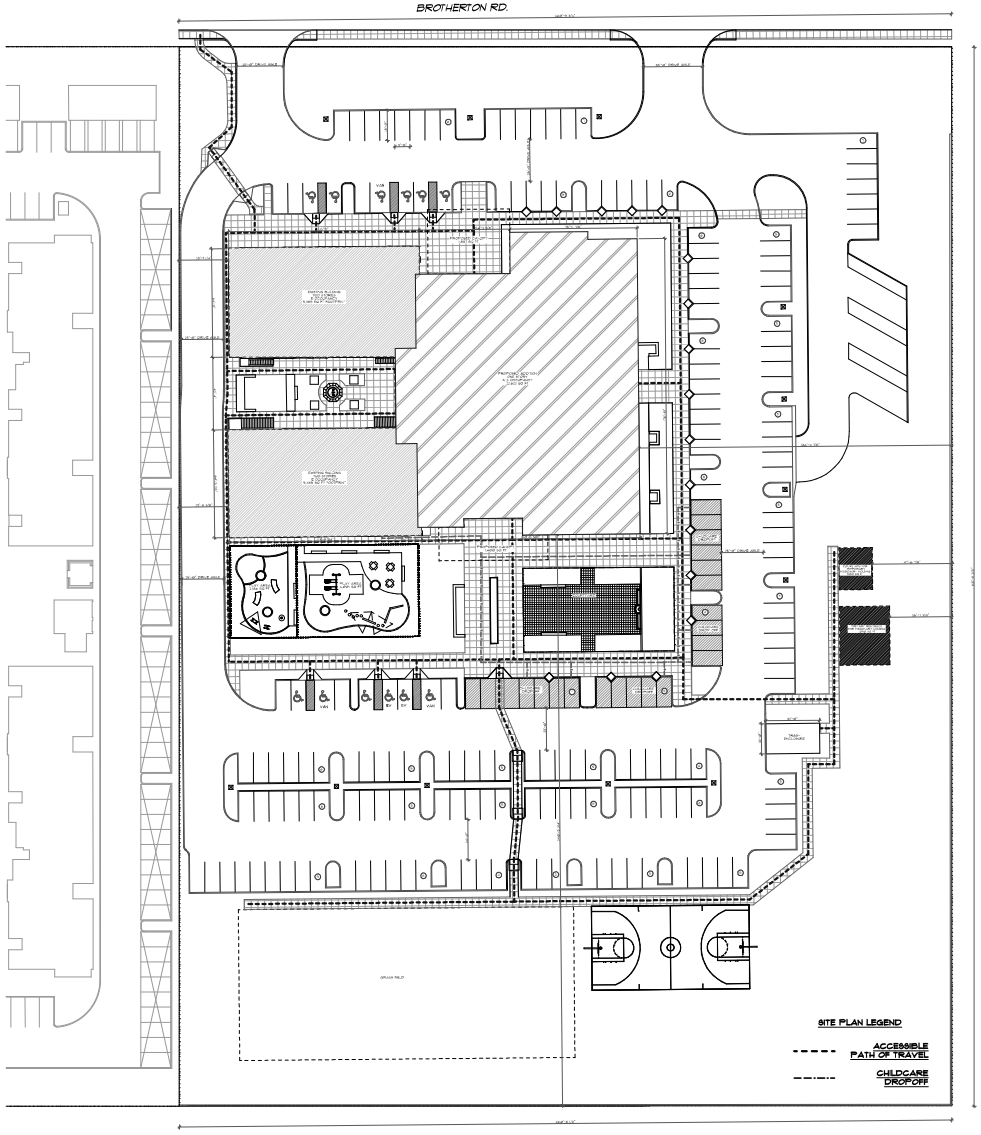


ACCESSIBLE PARKING (TYP.)

BGW ARCHITECT
Innovative design. Stewardship driven.

BETHEL BAPTIST CHURCH
NEW BUILDING ADDITION
895 BROTHERTON RD.
ESCONDIDO, CA 92025

SHEET TITLE: GENERAL NOTES
SHEET NUMBER: G002



1 SITE PLAN
SCALE: 1" = 30'



2 AMENITIES PLAN

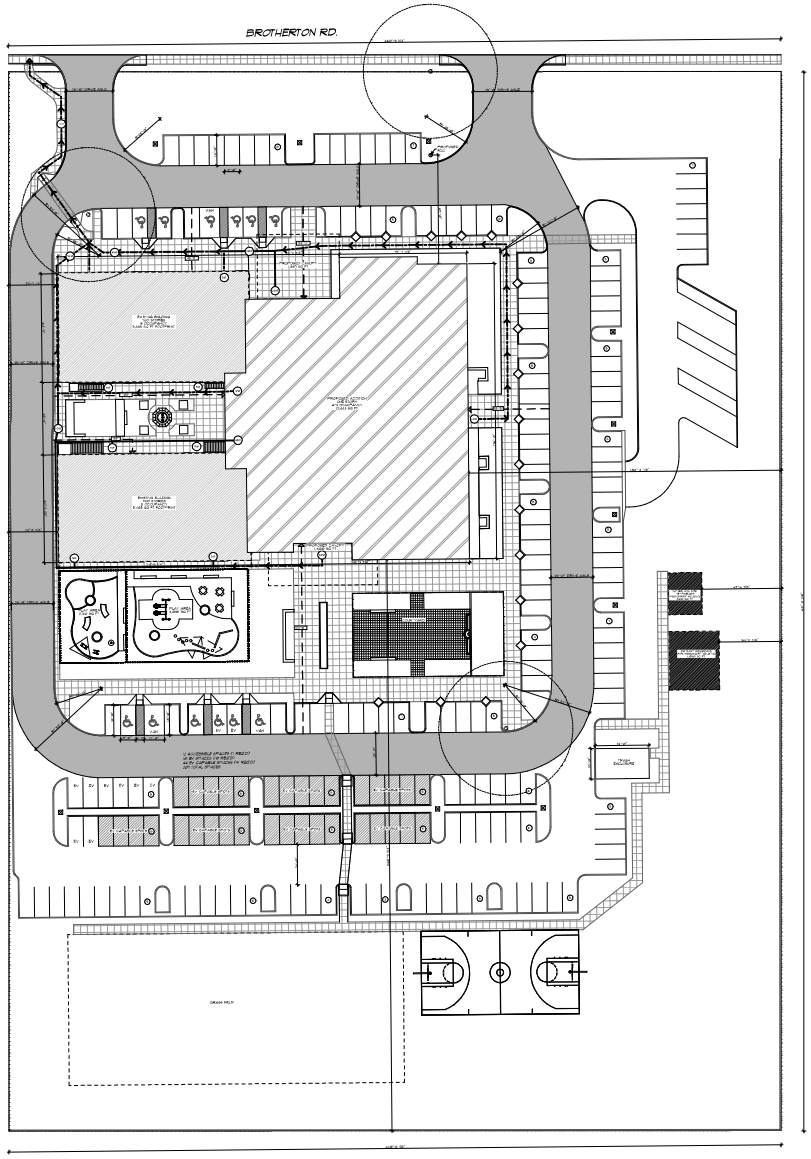


BGW ARCHITECT
Innovative design. Stewardship driven.

BETHEL BAPTIST CHURCH
NEW BUILDING ADDITION
895 BROTHERTON RD.
ESCONDIDO, CA 92025

SHEET TITLE: ARCHITECTURAL SITE PLAN

SHEET NUMBER: A001



1 FIRE ACCESS PLAN
SCALE: 1" = 30'

PLAN LEGEND

FIRE ACCESS ROUTE

HOSE PULL DISTANCE

BUILDING EVACUATION ROUTE

FIRE HYDRANT

APPROXIMATE SITE-LIGHTING LOCATIONS

NOTE:
FIRE UNDERGROUND LINES, FIRE SPRINKLER, AND FIRE ALARMS PLANS SHALL BE DEFERRED SUBMITTALS TO ESCONDIDO FIRE DEPARTMENT

BGWARCHITECT
Innovative design. Stewardship driven.

REV | DATE | DESCRIPTION
0 | 12/15/2025 | PRELIMINARY

BETHEL BAPTIST CHURCH
NEW BUILDING ADDITION
895 BROTHERTON RD.
ESCONDIDO, CA 92025

BGW ARCHITECT | 1231 GRAND AVE., ESCONDIDO, CA 92029 | PH: 760.745.1313 | WWW.BGWARCHITECT.COM

SEAL:

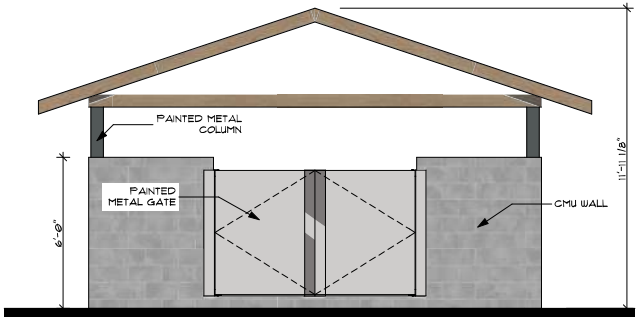
PROJECT:

SHEET TITLE:
FIRE ACCESS PLAN

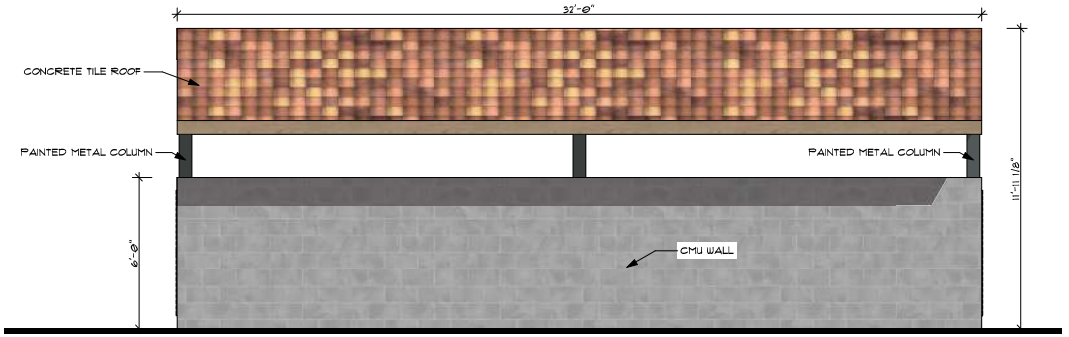
PROJECT NO.: 2025-11

ORIGINAL ISSUE: PRELIMINARY

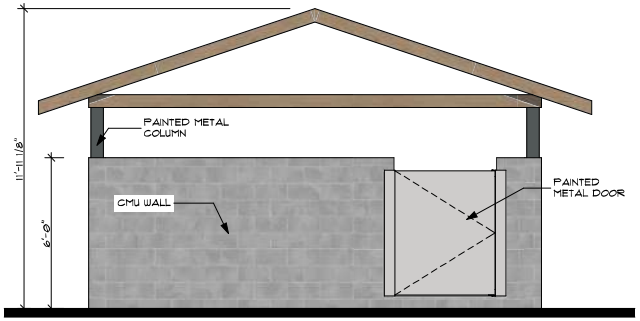
SHEET NUMBER:
A002



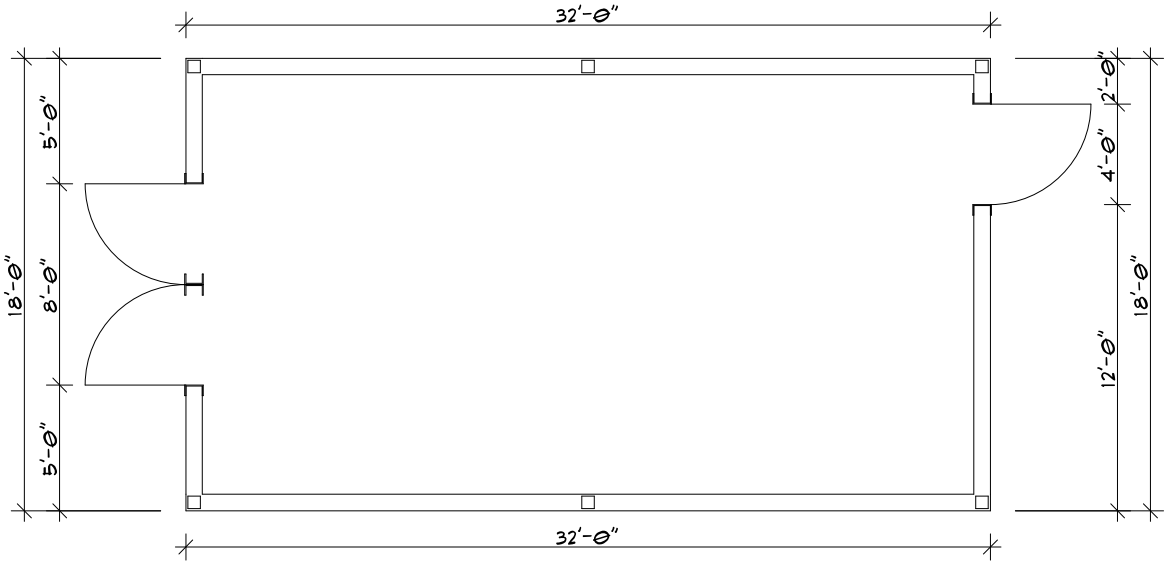
1 TRASH WEST ELEVATION
SCALE: 1/2" = 1'-0"



2 TRASH NORTH/SOUTH ELEVATION
SCALE: 1/2" = 1'-0"



4 TRASH EAST ELEVATION
SCALE: 1/2" = 1'-0"



3 FIRST FLOOR PLAN
SCALE: 1/2" = 1'-0"

BGW ARCHITECT
Innovative design. Stewardship driven.

REV	DATE	DESCRIPTION
0	08/01/2025	PRELIMINARY
	09/01/2025	PRELIMINARY 2
	09/17/2025	PRELIMINARY 3

PROJECT:
BETHEL BAPTIST CHURCH
NEW BUILDING ADDITION
895 BROTHERTON RD.
ESCONDIDO, CA 92025

BGW ARCHITECTS | 1231 GRAND AVE., ESCONDIDO, CA 92027 | PH: 760.745.1313 | WWW.BGWARCHITECTS.COM

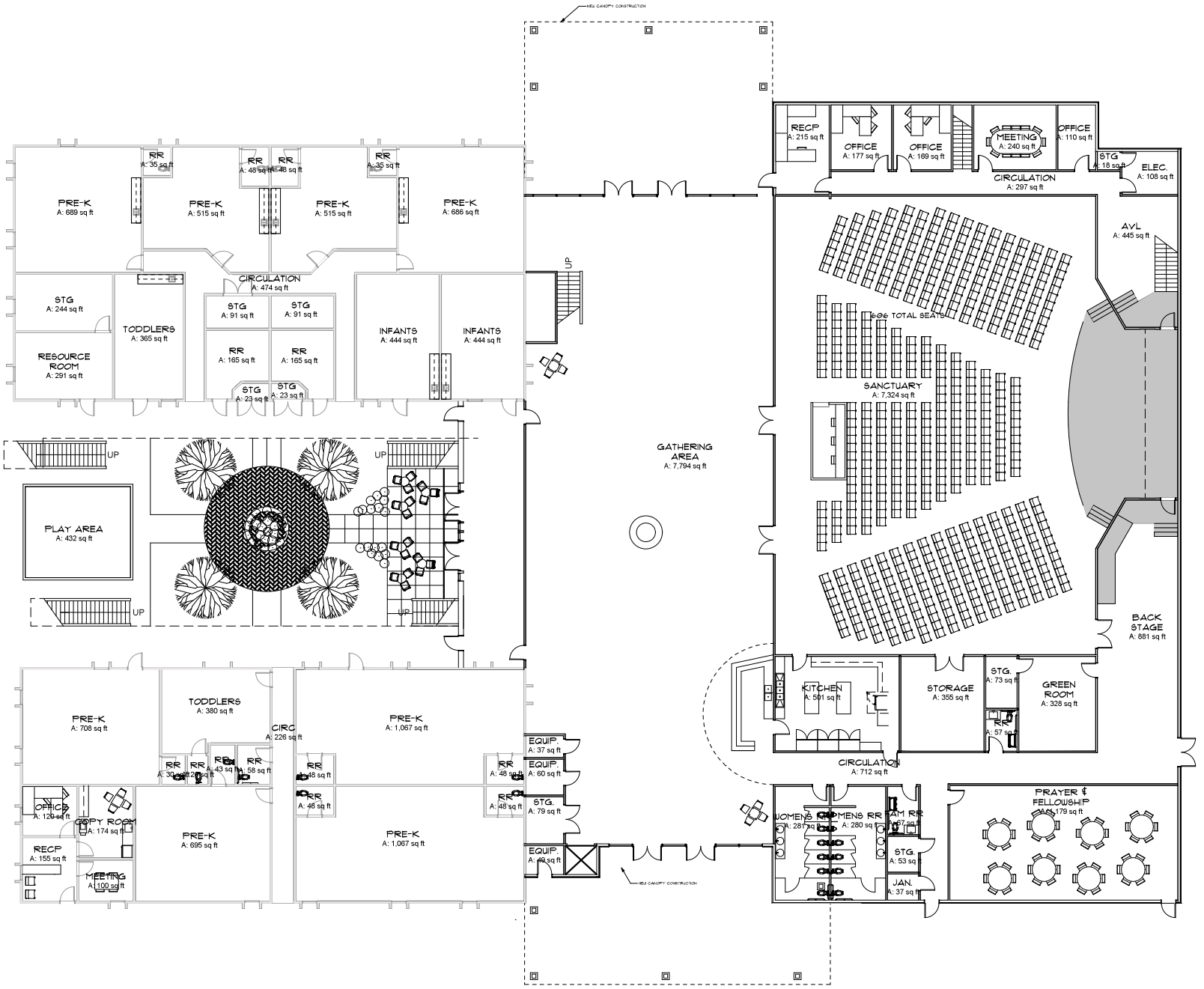
SEAL:

SHEET TITLE:
TRASH ENCLOSURE PLAN & DETAILS

ORIGINAL ISSUE: PRELIMINARY

PROJECT: JOHN

SHEET NUMBER:
A003

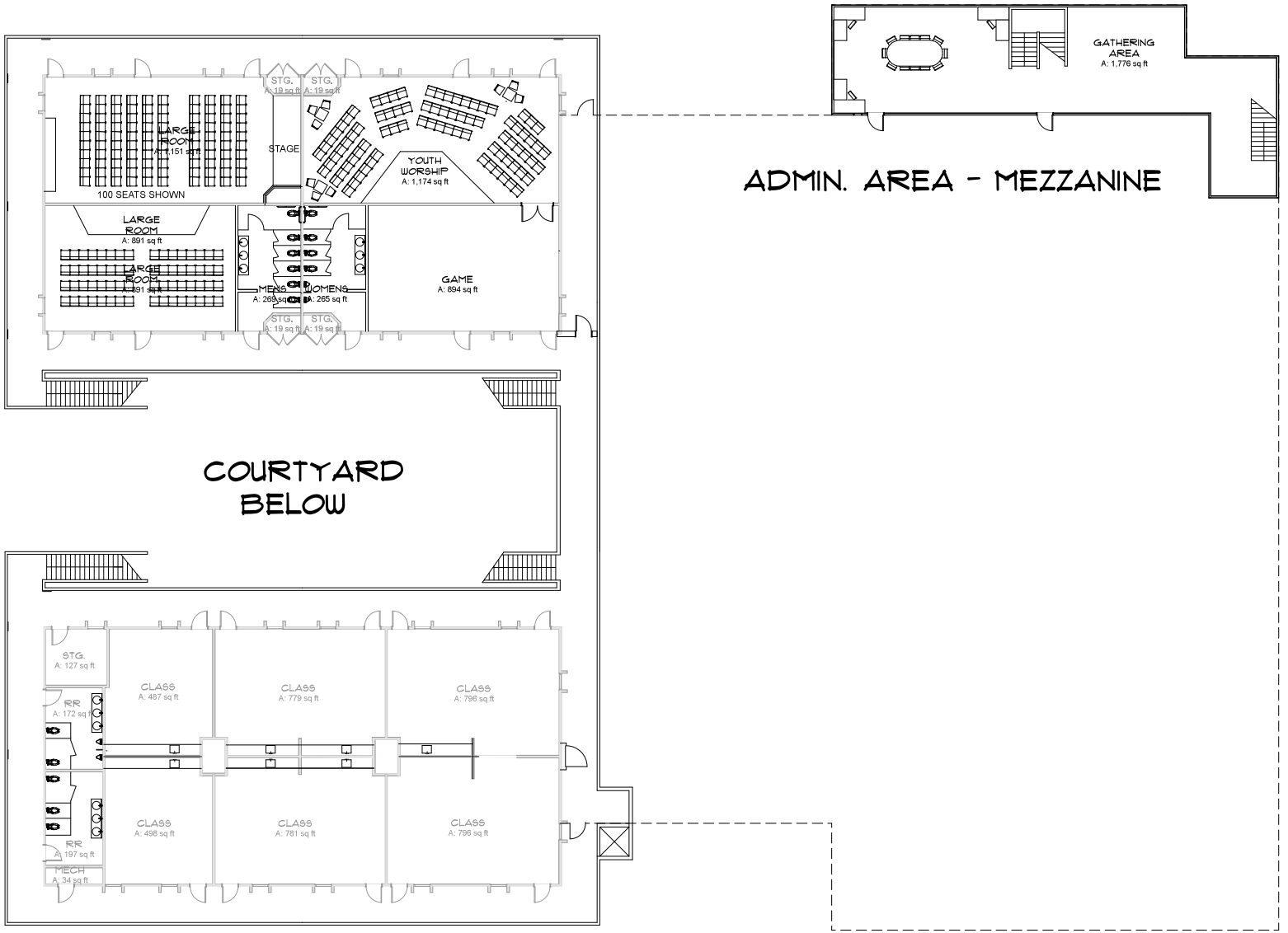


1 FIRST FLOOR PLAN
SCALE 1/8" = 1'-0"

BGW ARCHITECT
Innovative design. Stewardship driven.

BETHEL BAPTIST CHURCH
NEW BUILDING ADDITION
895 BROTHERTON RD.
ESCONDIDO, CA 92025

SHEET TITLE: FIRST FLOOR PLAN
SHEET NUMBER: A101



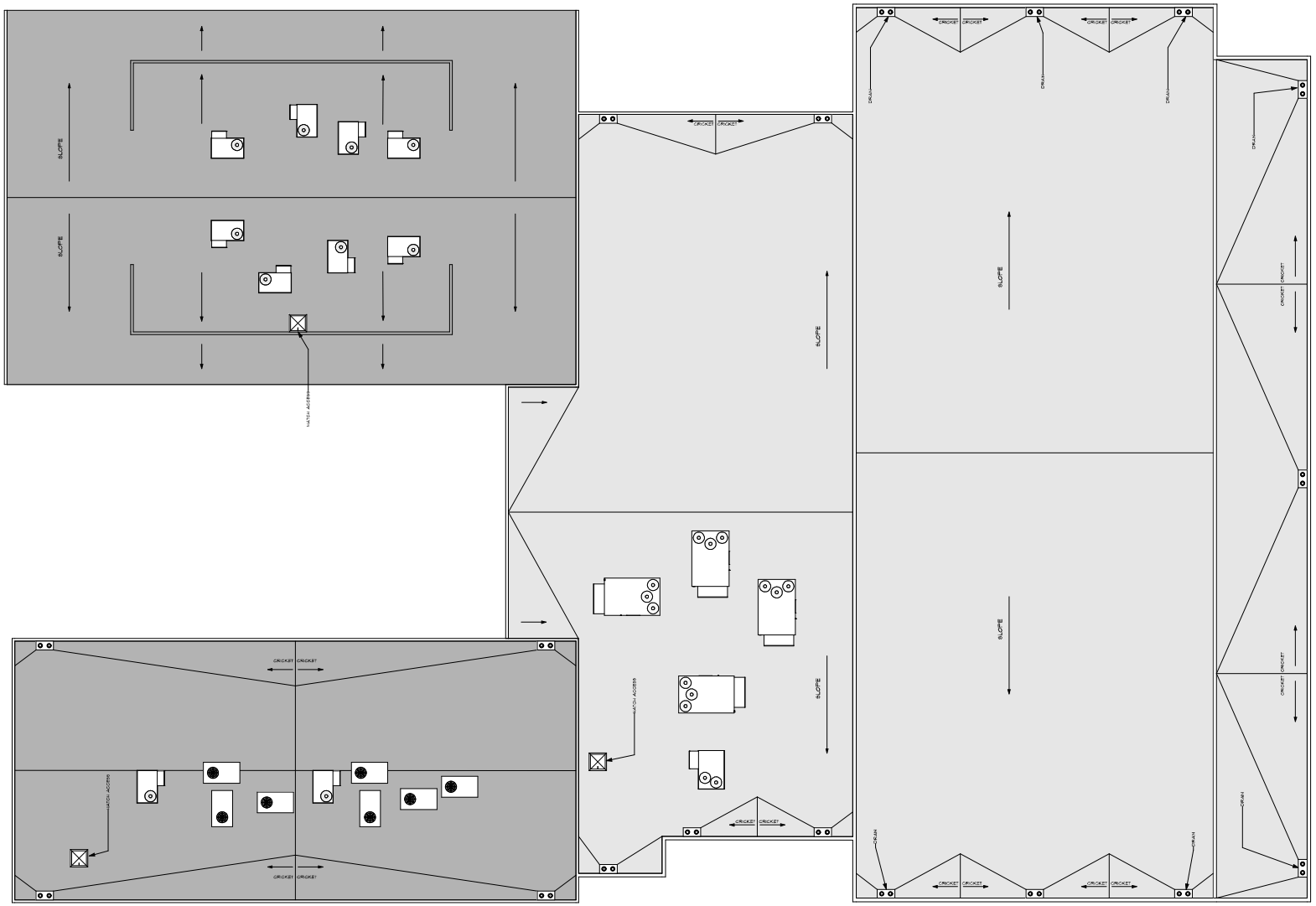
1 FIRST FLOOR PLAN
SCALE 1/8" = 1'-0"

BGW ARCHITECT
Innovative design. Stewardship driven.

BETHEL BAPTIST CHURCH
NEW BUILDING ADDITION
895 BROTHERTON RD.
ESCONDIDO, CA 92025

SECOND FLOOR PLAN

SHEET NUMBER:
A102



2 ROOF PLAN
SCALE 1/8" = 1'-0"



LINE OF SIGHT DIAGRAM

BGW ARCHITECT
Innovative design. Stewardship driven.

BETHEL BAPTIST CHURCH
NEW BUILDING ADDITION
895 BROTHERTON RD.
ESCONDIDO, CA 92025

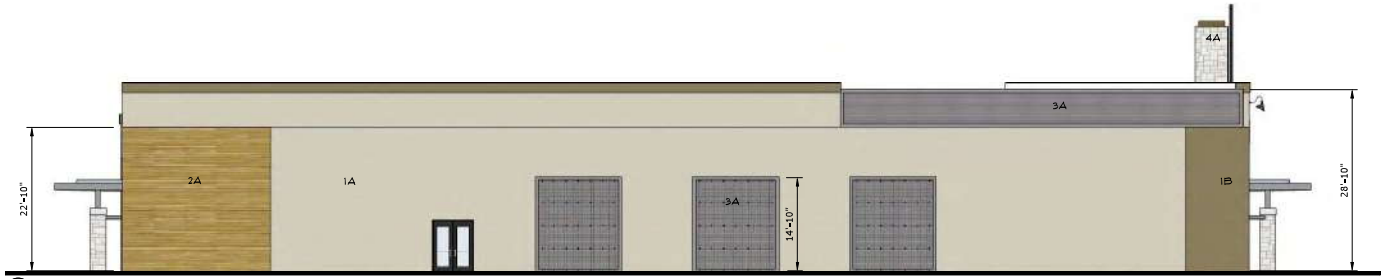
SHEET TITLE: ROOF PLAN
SHEET NUMBER: A112



1 NORTH ELEVATION
SCALE: 1/8" = 1'



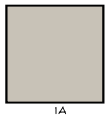
2 WEST ELEVATION
SCALE: 1/8" = 1'



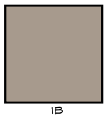
3 EAST ELEVATION
SCALE: 1/8" = 1'



4 SOUTH ELEVATION
SCALE: 1/8" = 1'



1A
STUCCO: TO MATCH SHERWIN WILLIAMS "SKYLINE STEEL" SW1015



1B
STUCCO: TO MATCH SHERWIN WILLIAMS "STICKS & STONES" SW7663



2A
WOOD-LOOK CERAMIC TILE: DALTILE, EMERSON WOOD COLOR "BUTTER PECAN"



3A
METAL PANEL: MBCI 7.2 PANEL COLOR "SLATE GRAY"



4A
STONE: CULTURED STONE, SCULPTED ASHLAR COLOR "GROUSE"



5A
WINDOW FRAMES: DARK BRONZE ANODIZED ALUMINUM

BGW ARCHITECT
Innovative design. Stewardship driven.

REV	DATE	DESCRIPTION
0	12/19/25	PLANNING SUBMITTAL
1	01/15/26	PLANNING RESUBMITTAL 1
	02/17/26	PLANNING RESUBMITTAL 2

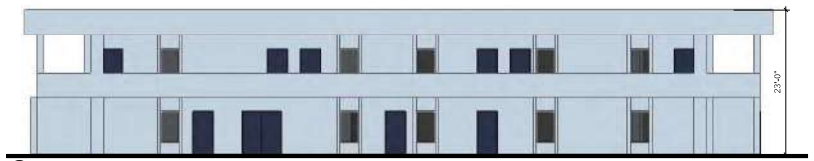
PROJECT:
BETHEL BAPTIST CHURCH
NEW BUILDING ADDITION
895 BROTHERTON RD.
ESCONDIDO, CA 92025

BGW ARCHITECT | 1231 GRAND AVE. - SUITE 'A' | SAN MARCOS, CA 92078 | TEL: 760.510.1313 | WWW.BGWARCHITECT.COM

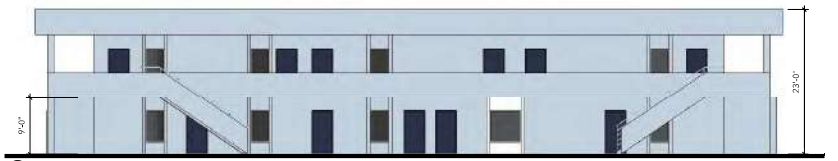
SEAL:

SHEET TITLE:
EXTERIOR ELEVATIONS

SHEET NUMBER:
A201



1 S BUILDING SOUTH ELEVATION
SCALE: 1/8" = 1'



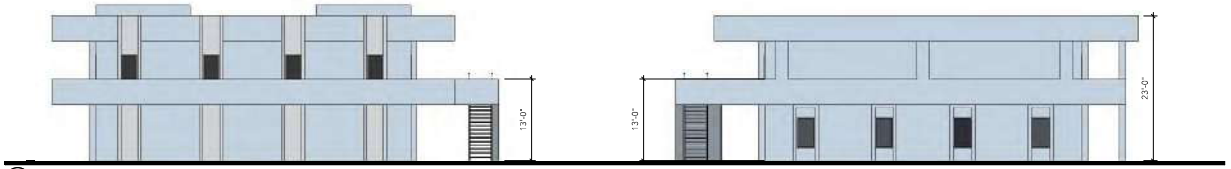
2 S BUILDING NORTH ELEVATION
SCALE: 1/8" = 1'



3 N BUILDING SOUTH BUILDING
SCALE: 1/8" = 1'



4 N BUILDING NORTH ELEVATION
SCALE: 1/8" = 1'



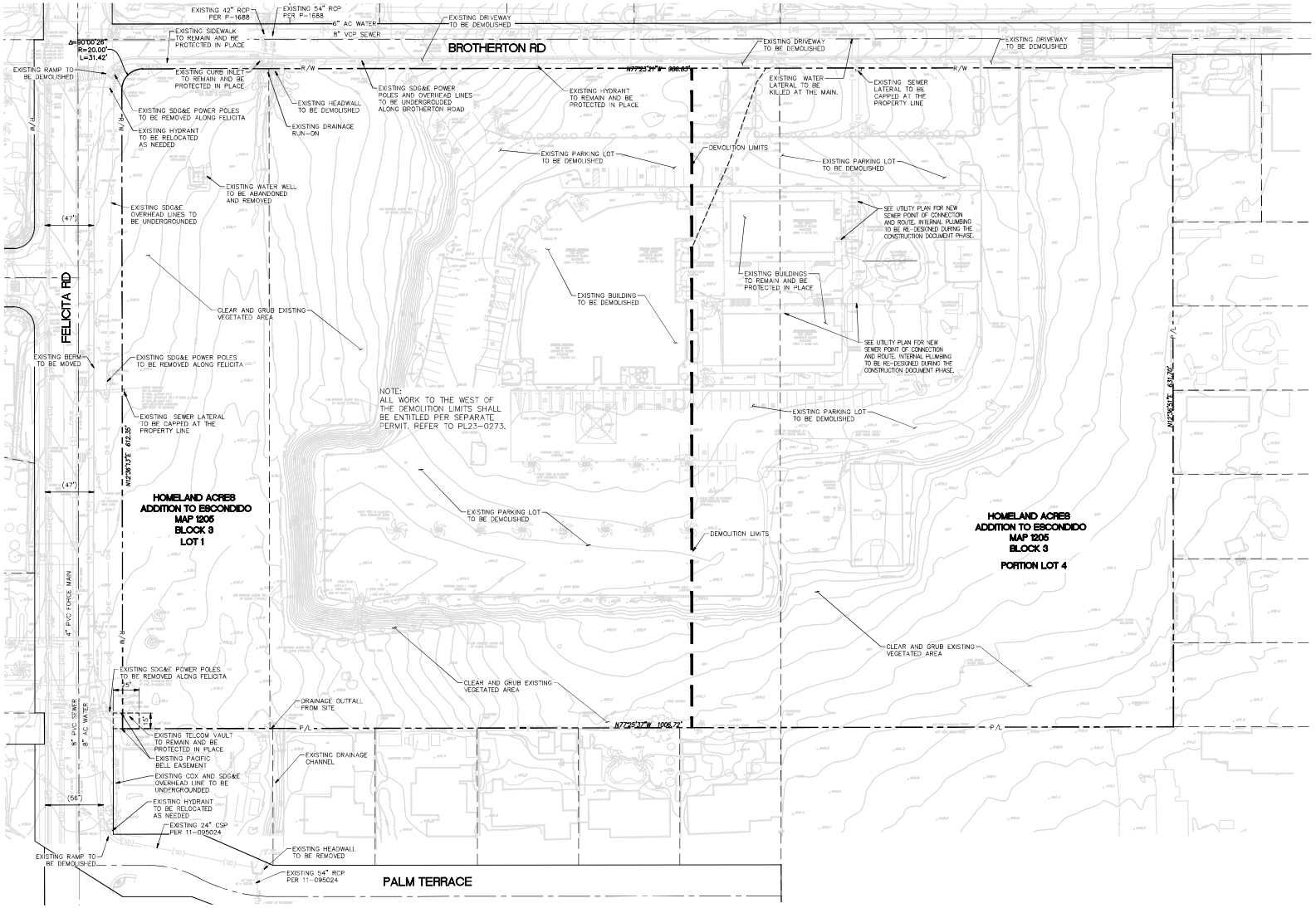
5 WEST ELEVATION
SCALE: 1/8" = 1'

BGW ARCHITECT
Innovative design. Stewardship driven.

BETHEL BAPTIST CHURCH
NEW BUILDING ADDITION
895 BROTHERTON RD.
ESCONDIDO, CA 92025

SHEET TITLE: EXISTING BUILDING ELEVATIONS

SHEET NUMBER: A202



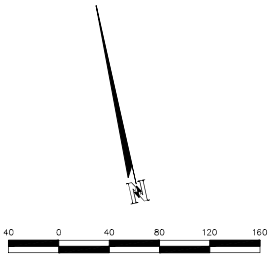
BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM NAD83, ZONE 6, EPOCH 1991.35, GRID BETWEEN GPS STATION NO. LOMAX (1005) AND GPS STATION NO. 2961 PER CITY OF ESCONDIDO SURVEY CONTROL RECORD OF SURVEY 14236.

BENCHMARK

CITY OF ESCONDIDO VERTICAL CONTROL PER BENCHMARK NO. 568: CHISELED BOX LOCATED ON THE NORTHWEST CORNER OF A 2' X 2' CONCRETE BASE FOR CONCRETE STREET LIGHT, AT THE SOUTHEAST CORNER OF BROTHERTON ROAD AND FELICITA AVENUE.

ELEVATION = 645.86 NGVD29 DATUM



Nasland

NE: 122-113.1

REV	DATE	DESCRIPTION
0	##/##/##	ORIGINAL ISSUE
1	##/##/##	
2	##/##/##	
3	##/##/##	
4	##/##/##	
5	##/##/##	

PROJECT:

Bethel baptist Church
New Building Addition
855 Brotherton Rd.
Escondido, CA 92025

SEAL:

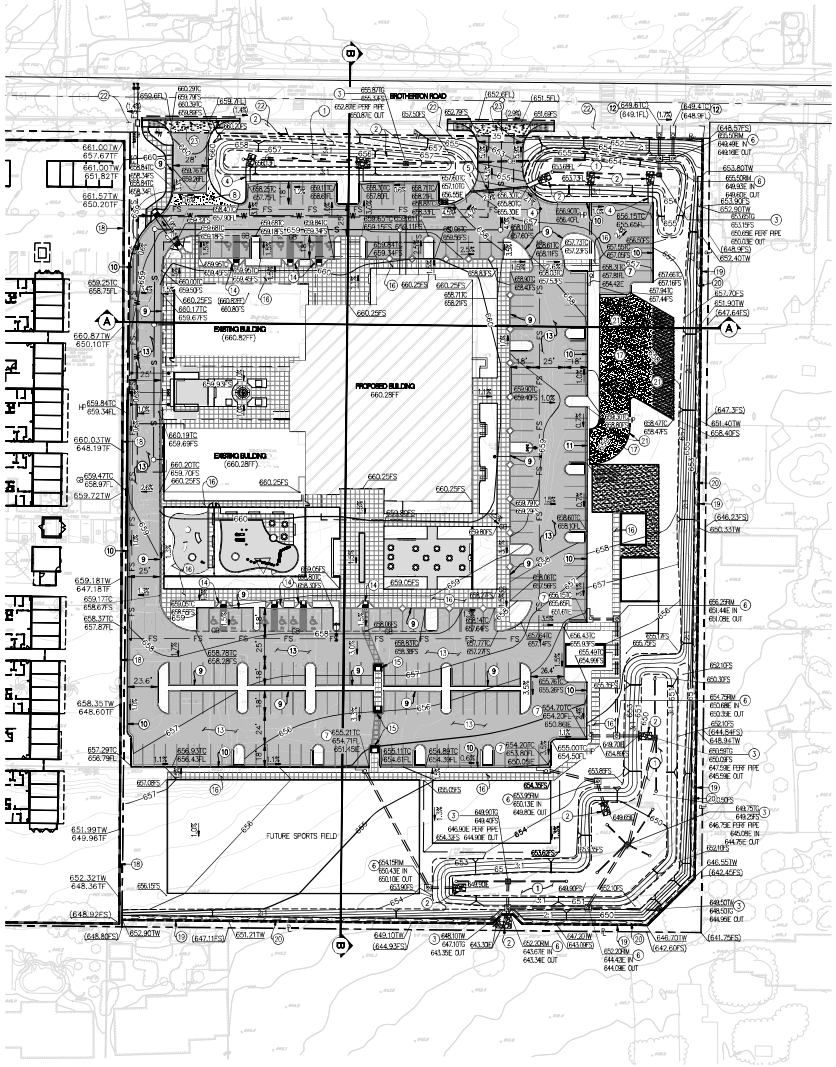
SHEET TITLE:

EXISTING CONDITIONS AND DEMOLITION PLAN

SHEET NUMBER:

C1.0

826

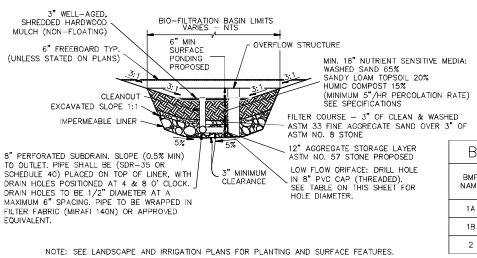


CONSTRUCTION NOTES

1. PROPOSED BIOFILTRATION BMP,PER DETAIL THIS SHEET.
2. PROPOSED RIP RAP ENERGY DISSIPATOR RSD SDD-104.
3. PROPOSED TYPE I CATCH BASIN RSD D-29.
4. PROPOSED CONCRETE FLUME PER DETAIL THIS SHEET.
5. PROPOSED TRENCH DRAIN PER DETAIL THIS SHEET.
6. PROPOSED TYPE A STORM DRAIN CLEANOUT RSD D-09.
7. PROPOSED TYPE B CURB INLET RSD SDD-116.
8. PROPOSED CROSS GUTTER RSD SDG-157.
9. PROPOSED 6" CONCRETE CURB RSD SDG-150.
10. PROPOSED 6" CONCRETE CURB AND GUTTER RSD SDG-151.
11. PROPOSED CONCRETE ROLLED CURB RSD G-4A.
12. PROPOSED CURB TYPE A OUTLET RSD D-25A.
13. PROPOSED ASPHALT CONCRETE (AC) PAVEMENT.
14. PROPOSED PED RAMP TYPE A RSD SDG-132.
15. PROPOSED PED RAMP TYPE D (MODIFIED WITH CURB ON BOTH SIDES) RSD SDG-137.
16. PROPOSED CONCRETE SIDEWALK, SEE LANDSCAPE FOR COLOR AND FINISH.
17. PROPOSED GRAVEL PAVING SECTION.
18. PROPOSED RETAINING WALL PER SEPARATE PERMIT, REFER TO PL23-0273.
19. PROPOSED MASONRY RETAINING WALL TYPE 4 RSD C-04.
20. PROPOSED DRAINAGE DITCH TYPE B RSD SDD-106.
21. PROPOSED REDWOOD HEADER.
22. EXISTING SIDEWALK TO REMAIN IN PLACE.
23. PROPOSED CONCRETE DRIVEWAY APRON PER CITY OF ESCONDIDO STD DWG G-5-E.

LEGEND

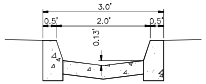
ITEM	SYMBOL
EXISTING	
EXISTING RIGHT-OF-WAY	
EXISTING CONTOUR	340
EXISTING WATER SERVICE	W
EXISTING WATER MAIN	W
EXISTING FIRE HYDRANT	
EXISTING SEWER MAIN	S
EXISTING STORM DRAIN	
EXISTING GAS	G
EXISTING SPOT ELEVATION	x 341.8
PROPOSED WORK	
PROPOSED CONTOUR	340
PROPOSED GRADE BREAK	GB
PROPOSED RIP RAP	RR
PROPOSED STORM DRAIN (PVC/RCP)	
PROPOSED CATCH BASIN (TYPE I)	
PROPOSED STORM DRAIN CLEANOUT (MANHOLE)	
PROPOSED STORM DRAIN CLEANOUT	
PROPOSED 6" CURB CURB	
PROPOSED 6" CURB CURB AND GUTTER	
PROPOSED SIDEWALK	
SURFACE FLOW	
PROPOSED BIO-RETENSION BASIN	
PROPOSED PED RAMP TYPE A	
PROPOSED PED RAMP TYPE D	
PROPOSED RETAINING WALL	
PROPOSED GRAVEL PAVING SECTION	
PROPOSED ASPHALT CONCRETE (AC) PAVING	



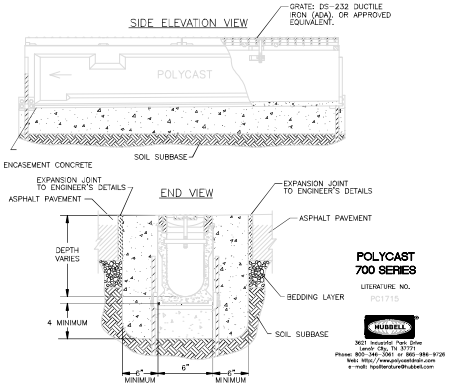
BMP TABLE	
BMP NAME	ORIFACE DIAMETER (IN)
1A	1.15
1B	0.93
2	2.23

NOTE: SEE LANDSCAPE AND IRRIGATION PLANS FOR PLANTING AND SURFACE FEATURES.

BIOFILTRATION BASIN DETAIL (AT GRADE) (PVT.)
NO SCALE

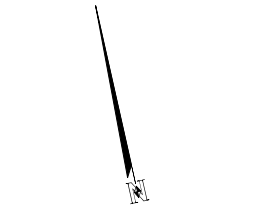


DETAIL 24" CONCRETE FLUME
NO SCALE



NOTES:
- CONCRETE STRENGTH, THICKNESS AND REINFORCEMENT BE DETERMINED BY THE STRUCTURAL ENGINEER.
- REFER TO POLYCAST® INSTALLATION GUIDE FOR COMPLETE DETAILS.
- EXPANSION JOINTS SHOULD BE USED TO PROTECT THE CHANNEL AND CONCRETE ENCASEMENT.

TRENCH DRAIN INSTALLATION DETAIL
NO SCALE



Nasland Civil Engineering Surveying Land Planning
NE: 122-113.1

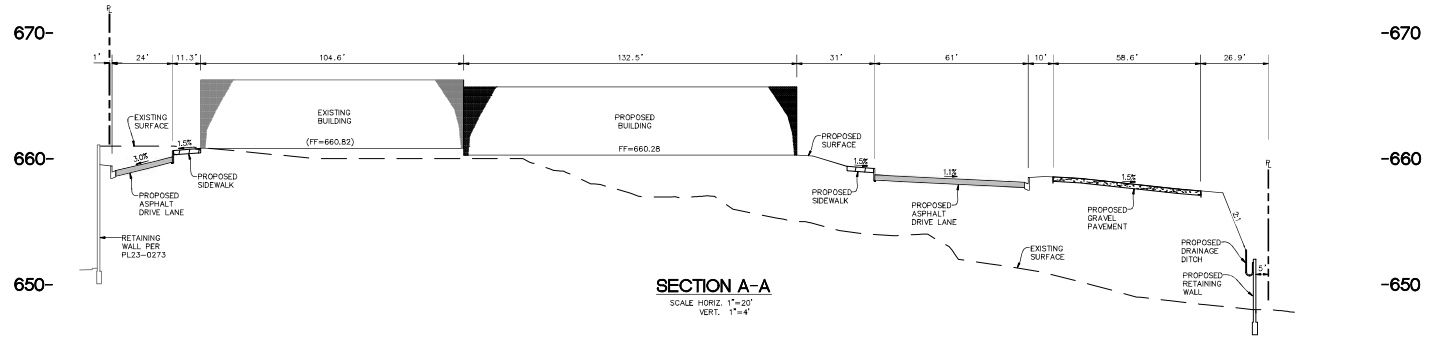
REV	DATE	DESCRIPTION
1	###	###
2	###	###
3	###	###
4	###	###
5	###	###

Bethel baptist Church
New Building Addition
855 Brotherton Rd.
Escondido, CA 92025

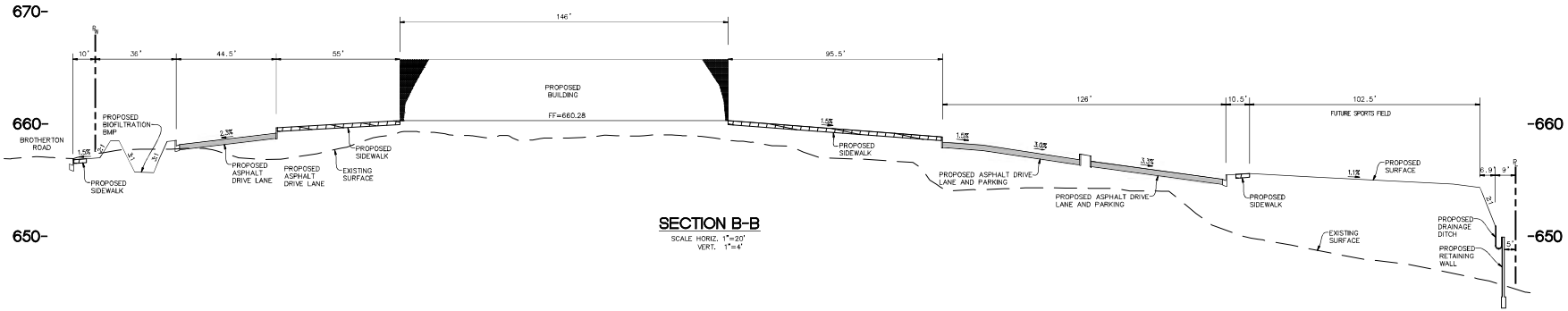
PRELIMINARY GRADING PLAN

SHEET NUMBER: C2.0

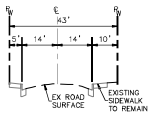
827



SECTION A-A
SCALE HORIZ. 1"=20'
VERT. 1"=4'



SECTION B-B
SCALE HORIZ. 1"=20'
VERT. 1"=4'



TYPICAL BROTHERTON ROAD SECTION
NO SCALE

Nasland Civil Engineering Surveying Land Planning
NE: 122-113.1

REV	DATE	DESCRIPTION
0	MM/DD/YY	ORIGINAL ISSUE
1	###	###
2	###	###
3	###	###
4	###	###
5	###	###

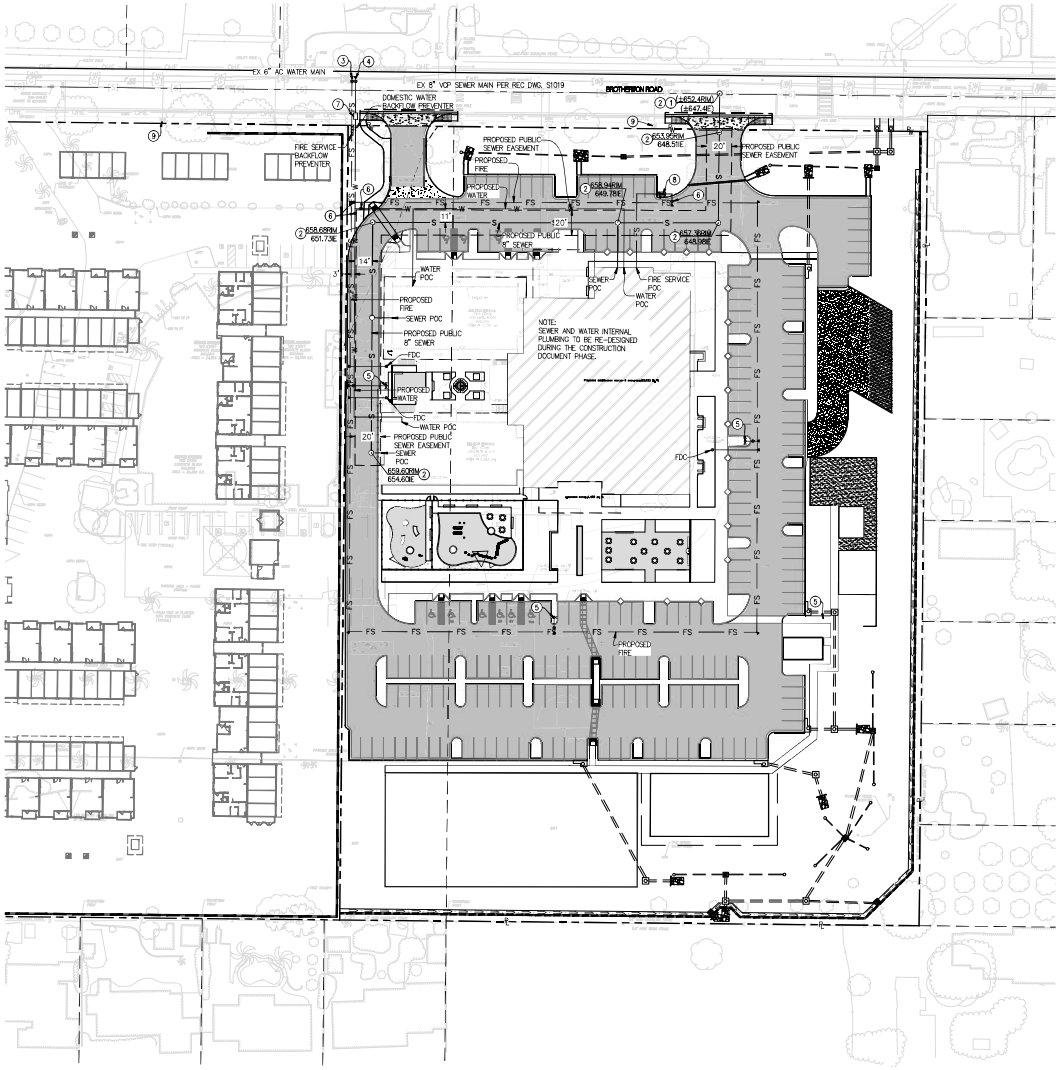
PROJECT:
Bethel baptist Church
New Building Addition
855 Brotherton Rd.
Escondido, CA 92025

SEAL:

SHEET TITLE:
PRELIMINARY GRADING SECTIONS

SHEET NUMBER:
C2.1

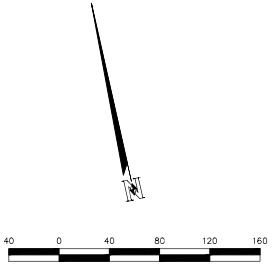
828



CONSTRUCTION NOTES

1. CONNECT TO EXISTING 8" SEWER MAIN. ELEVATION UNKNOWN, ASSUMING A MINIMUM OF 5 FEET DEEP.
2. PROPOSED SEWER MANHOLE PER CITY OF ESCONDIDO S-1-E.
3. PROPOSED FIRE SERVICE CONNECTION.
4. PROPOSED WATER SERVICE CONNECTION.
5. PROPOSED FIRE HYDRANT PER RINCON DEL DIABLO W-19.
6. PROPOSED GATE VALVE PER RINCON DEL DIABLO W-25.
7. PROPOSED WATER METER PER RINCON DEL DIABLO WATER DISTRICT W-4.
8. PROPOSED FIRE DEPARTMENT CONNECTION (FDC) AND POST INDICATOR VALVE (PIV).
9. EXISTING FIRE HYDRANT.

UTILITY NOTE:
FIRE UNDERGROUND LINES, FIRE SPRINKLER AND FIRE ALARM PLANS SHALL BE DEFERRED SUBMITTALS TO THE ESCONDIDO FIRE DEPARTMENT.



Nasland Civil Engineering Surveying Land Planning

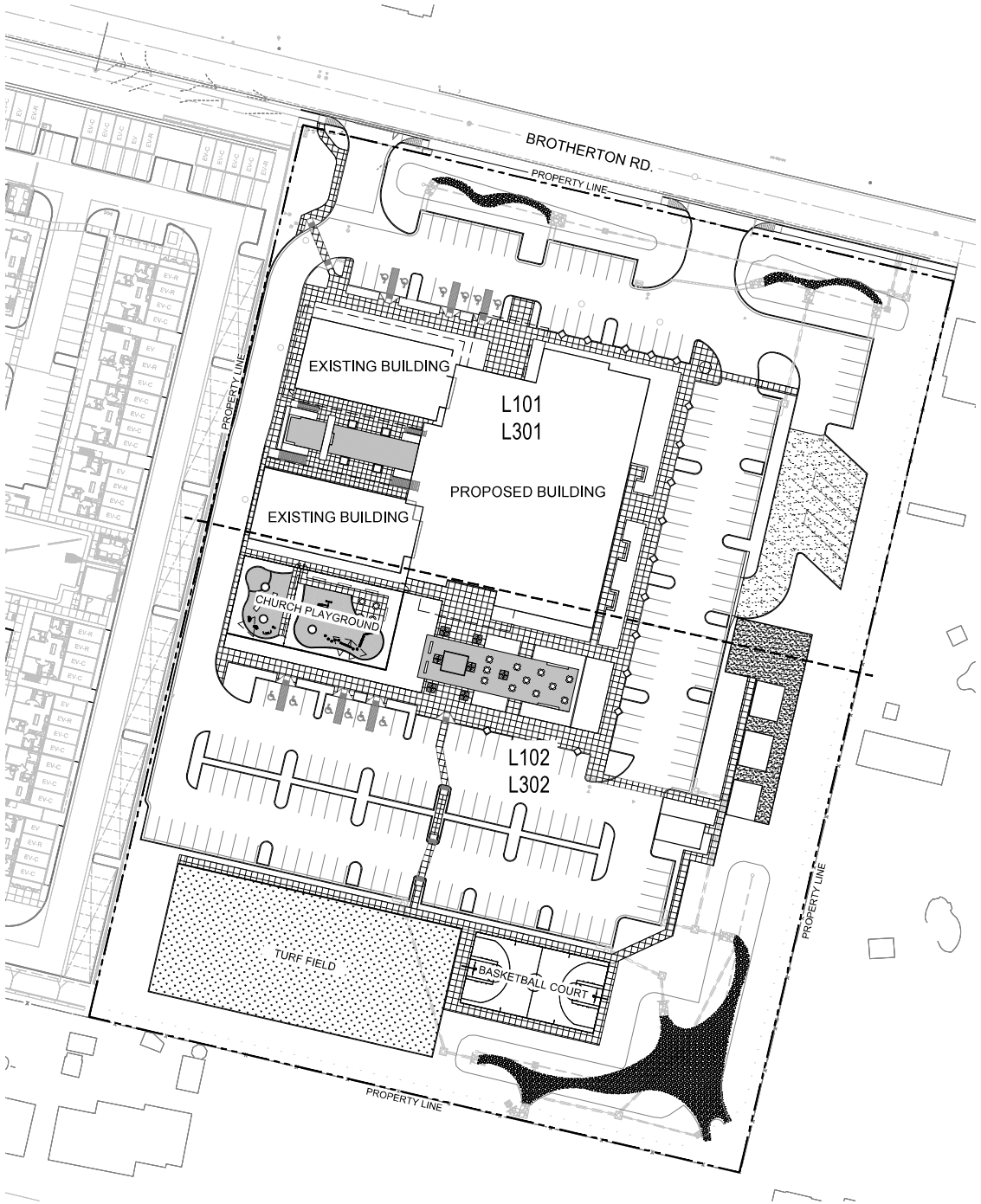
NE: 122-113.1

REV	DATE	DESCRIPTION
1	###	###
2	###	###
3	###	###
4	###	###
5	###	###

Bethel baptist Church
New Building Addition
855 Brotherton Rd.
Escondido, CA 92025

SHEET TITLE: PRELIMINARY UTILITY PLAN

SHEET NUMBER: C3.0



BGW ARCHITECT
Innovative design. Stewardship driven.

BETHEL BAPTIST CHURCH
NEW BUILDING ADDITION
895 BROTHERTON RD.
ESCONDIDO, CA 92025

Overall
Construction Plan

L000

830



BGW ARCHITECT
Innovative design. Stewardship driven.

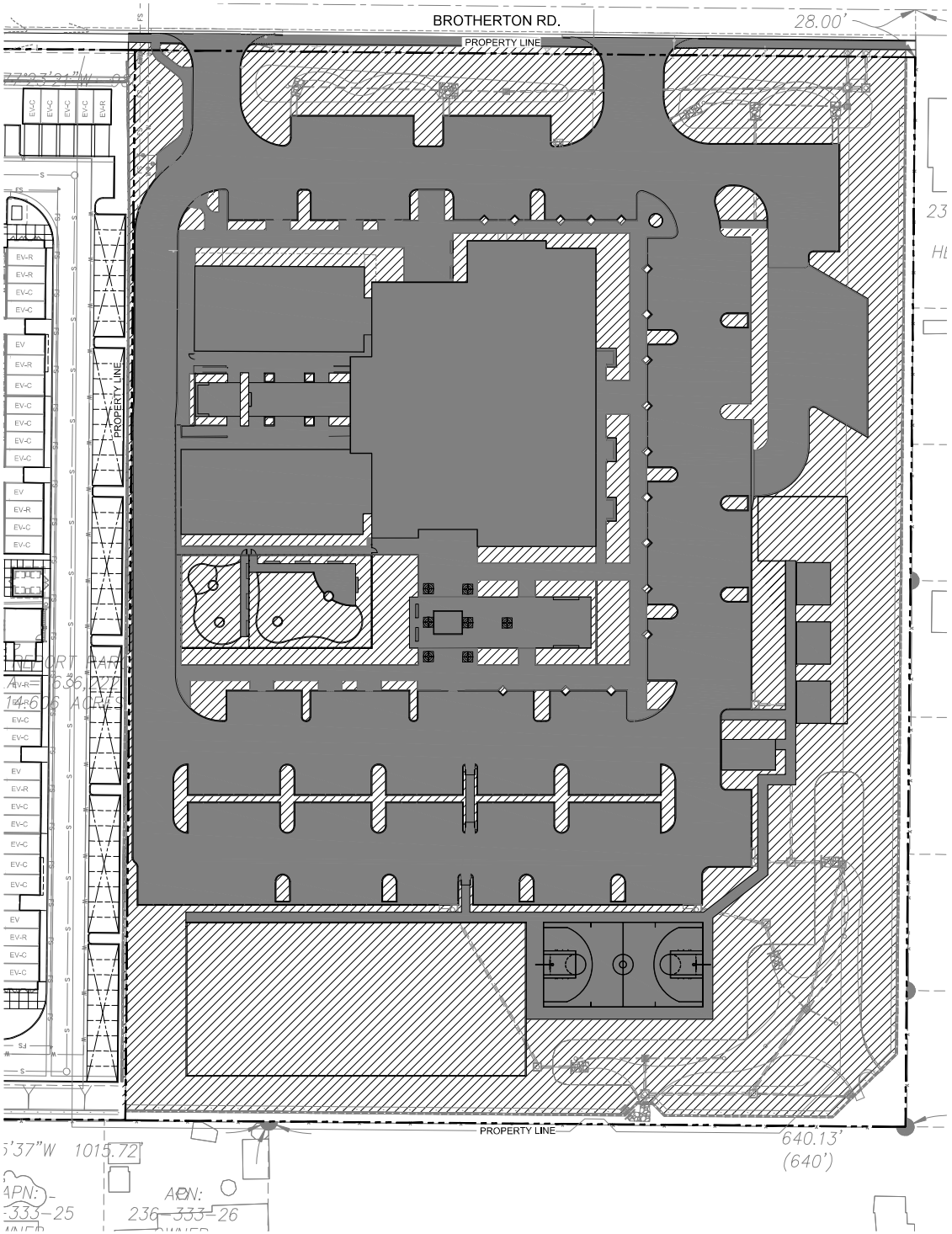
BETHEL BAPTIST CHURCH
NEW BUILDING ADDITION
895 BROTHERTON RD.
ESCONDIDO, CA 92025

Overall
Illustrative Plan

L001

831

Item25.



FLOOR PLAN LEGEND	
PERVIOUS: PLANTING AREA, TURF/PLAYGROUND SURFACING, DG	~12
IMPERVIOUS: ASPHALT, PAVING, BUILDING	~162,000 SF

0 6.25 12.5 25 50 Feet
Scale: 1" = 25'-0"

BGW ARCHITECT
Innovative design. Stewardship driven.

NO	DATE	DESCRIPTION
1	10/31/2025	PLANNING SUBMITTAL #1
2	12/19/2025	PLANNING SUBMITTAL #2
3	1/9/2026	PLANNING SUBMITTAL
4	2/6/2026	PLANNING SUBMITTAL #3
5		
6		

PRELIMINARY - DRAWING CONSTRUCTION

PROJECT
BETHEL BAPTIST CHURCH
NEW BUILDING ADDITION
895 BROTHERTON RD.
ESCONDIDO, CA 92025

SEAL

SHEET TITLE
Overall
Permeability Plan

SHEET NUMBER
L002

SOIL MANAGEMENT REPORT NOTES

1. AFTER MASS GRADING IS COMPLETE, CONTRACTOR SHALL SUBMIT SOIL SAMPLES TO A CERTIFIED LABORATORY FOR ANALYSIS AND RECOMMENDATIONS.
2. SOIL ANALYSIS SHALL INCLUDE:
   A. SOIL TEXTURE
   B. INDICATE INFILTRATION RATE
   C. INDICATE pH
   D. TOTAL SOLUBLE SALTS
   E. SODIUM
   F. PERCENT ORGANIC MATTER
   G. RECOMMENDATIONS
3. SUBMIT ANALYSIS REPORT TO LANDSCAPE ARCHITECT FOR REVIEW OF PLANTING AND IRRIGATION PLANS.
4. CONTRACTOR SHALL PROVIDE DOCUMENTATION VERIFYING IMPLEMENTATION OF SOIL ANALYSIS REPORT RECOMMENDATION TO THE PROJECT APPLICANT TO SUBMIT TO THE LOCAL AGENCY AS PART OF THE CERTIFICATE OF COMPLETION.

PLANTING NOTES

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO START OF WORK. COSTS INCURRED DUE TO DAMAGE OF UTILITIES IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR IF VERIFICATION WAS NOT PERFORMED.
2. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH PLANTING OPERATIONS WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS AND GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN PROCESS. BRING SUCH CONDITIONS IMMEDIATELY TO ATTENTION OF OWNER FOR RESOLUTION. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR COSTS INCURRED AND REQUIRED MODIFICATIONS DUE TO LACK OF PROVIDING SUCH NOTIFICATION.
3. CONTRACTOR SHALL APPLY A CONTACT HERBICIDE WHERE WEEDS ARE PRESENT PER MANUFACTURERS SPECIFICATIONS A MINIMUM OF TEN (10) DAYS PRIOR TO COMMENCEMENT OF ANY PLANTING OR IRRIGATION WORK. WEEDS SHALL BE ALLOWED TO COMPLETELY DIE BACK, INCLUDING THE ROOTS BEFORE PROCEEDING WITH WORK. REMOVE WEEDS AND GRASSES AND PROPERLY DISPOSE OF WASTE.
4. CONTRACTOR SHALL ARRANGE FOR SOILS TEST'S PER MWELO REQUIREMENT. SEE SOILS MANAGEMENT REPORT NOTE BELOW. ASSUME (1) TEST SITE PER 5,000 S.F. OF LANDSCAPE AREA FOR SIZING PURPOSES. LANDSCAPE ARCHITECT SHALL SELECT LOCATION OF TEST SITES
5. SOILS TEST AND ASSOCIATED REPORT SHALL BE SUBMITTED TO LANDSCAPE ARCHITECT FOR REVIEW.
6. BID PURPOSES ONLY ASSUME THE FOLLOWING SOIL PREPARATION AND BACKFILL: INCORPORATE THE FOLLOWING MATERIALS INTO ALL LAWN AND PLANTER AREAS PER 1,000 S.F. - MECHANICALLY ROTOTILL MATERIALS INTO AREA AT A DEPTH OF 6". HAND TILLING IS NOT ACCEPTABLE. WATER THOROUGHLY AFTER ROTOTILLING IS COMPLETE.

   3 C.Y. NITROLIZED WOOD SHAVINGS
   15 LB. COMMERCIAL FERTILIZER 15-15-15
   50 LB. AGRICULTURE GYPSUM
   10 LBS. IRON SULFATE

   BACKFILL MIX FOR ALL TREES AND SHRUBS

   2 PARTS NATIVE ON-SITE SOIL
   1 PART NITROLIZED WOOD SHAVINGS
   1.5 LB./C.Y. COMMERCIAL FERTILIZER 15-15-15
   5 LB./C.Y. AGRICULTURAL GYPSUM
   1 LB./C.Y. IRON SULFATE
   PLANTING TABLETS AT RATES PER MANUF. SPEC.

   ACTUAL SOILS AMENDMENTS AND BACKFILL SHALL COMPLY WITH THE SOILS MANAGEMENT REPORT.
7. SWEEP DOWN ALL WALKS AFTER AMENDMENTS AND BACKFILL PRIOR TO WATERING TO PREVENT STAINING OF PAVING.
8. ALL CLEARANCE DATA PER LOCAL JURISDICTION'S TREE PLANTING STANDARDS AND GUIDELINES.
9. INSTALL DEEP ROOT (OR APPROVED EQUAL) TREE ROOT BARRIERS ON ALL TREES WITHIN 5'-0" OF SIDEWALKS OR HARD SURFACES. CHECK MANUFACTURER'S CALCULATOR CHART FOR NUMBER OF PANELS FOR EACH SIZE TREE. AVAILABLE FROM: DEEP ROOT PARTNERS, LP, 345 LORTON AVENUE, SUITE 305 BURLINGAME, CA. 94010 (800)LVAROOTS, (415) 344-1464.
10. PROVIDE PHOTOGRAPHS OF PLANT MATERIAL FOR LANDSCAPE ARCHITECT FOR INITIAL APPROVAL.
11. NO SUBSTITUTIONS FOR PLANT MATERIAL SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL BY THE LANDSCAPE ARCHITECT. DELIVERY SLIPS FOR PLANT MATERIAL SHALL BE SUBMITTED TO LANDSCAPE ARCHITECT FOR REVIEW.
12. LANDSCAPE ARCHITECT SHALL HAVE THE OPPORTUNITY TO INSPECT AND APPROVE ALL SPECIMEN AND BOX MATERIALS AT JOB SITE PRIOR TO PLANTING. ALL UNACCEPTABLE MATERIAL SHALL BE REMOVED FROM JOB SITE AND REPLACED WITH ACCEPTABLE MATERIAL AT CONTRACTOR'S EXPENSE.
13. PLANTS SHALL NOT BE PLACED WITHIN TWELVE (12) INCHES OF SPRINKLER HEADS.
14. LANDSCAPE ARCHITECT SHALL APPROVE FINAL PLACEMENT OF TREES AND SHRUBS PRIOR TO PLANTING. PERFORM THE FOLLOWING PROCEDURES BEFORE PLANTING PIT EXCAVATION:

   A. SHRUBS - PLACE ACTUAL PLANT CONTAINERS ON SITE IN PRELIMINARY LOCATIONS.
   B. TREES - FIELD MARK LOCATIONS WITH WOOD STAKES BEFORE DIGGING HOLES. CONTRACTOR SHALL
   C. GIVE AT LEAST THREE (3) BUSINESS DAYS NOTICE FOR PLANT LAYOUT APPROVAL.
15. PLANTING OF GROUNDCOVER SHALL BE CONTINUOUS UNDER ALL SHRUBS IN ALL PLANTER AREAS THROUGHOUT THE SITE UNLESS OTHERWISE INDICATED.
16. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL THEFT OR DAMAGE TO PLANT MATERIAL ONCE PLANT MATERIAL IS DELIVERED TO THE JOB SITE.
17. A REPRESENTATIVE OF THE BOTANICAL NAME TAGS, FURNISHED BY THE NURSERY STOCK SUPPLIER, SHALL REMAIN ATTACHED TO THE PLANTS UNTIL FINAL INSPECTION.
18. PROVIDE SAMPLES OF DECOMPOSED GRANITE, GRAVEL, PEBBLE OR ROCK INSTALLED PER DETAILS FOR APPROVAL BY LANDSCAPE ARCHITECT.
19. AFTER PLANTING IS COMPLETE BUT PRIOR TO INSTALLING MULCH, APPLY GRANULAR PRE-EMERGENT AT MANUFACTURER SUGGESTED RATE. RONSTAR OR SNAPSHOT OR EQUAL.
20. IN ALL SHRUB AND GROUNDCOVER AREAS APPLY 3" MIN. LAYER OF FOREST FLOOR BARK MULCH. AGUINAGA GREEN, INC. OR EQUAL. CONTRACTOR SHALL SUBMIT SAMPLE TO LANDSCAPE ARCHITECT FOR APPROVAL. DO NOT INSTALL MULCH IN AREAS OF GROUNDCOVERS THAT ARE LESS THAN 3" TALL AT MATURITY.
21. ALL AREAS SHALL BE GRADED TO SLOPE TO CATCH BASINS OR FLOW LINES AS INDICATED ON THE PLANS OR AS DIRECTED BY THE LANDSCAPE ARCHITECT. SOIL SHALL BE 1 1/2" BELOW ADJACENT HEADERS AND PAVING IN GROUNDCOVER AREAS AND 1/2" IN TURF, AND AREAS OF GROUNDCOVERS THAT ARE LESS THAN 3" TALL AT MATURITY.
22. INSTALL JUTE NETTING ON SLOPES OF 2:1 OR STEEPER, UNLESS OTHERWISE INDICATED.
23. UPON COMPLETION OF ALL PLANTING OPERATIONS, THE PORTION OF THE PROJECT USED FOR THE APPARATUS OF THIS WORK SHALL BE CLEANED OF ALL DEBRIS, SUPERFLUOUS MATERIAL AND EQUIPMENT. ALL SUCH MATERIALS AND EQUIPMENT SHALL BE ENTIRELY REMOVED FROM THE PROJECT SITE. PAVING SHALL BE WASHED CLEAN AT THE COMPLETION OF WORK.
24. UPON COMPLETION OF PLANTING, THE CONTRACTOR SHALL ARRANGE FOR A SUBSTANTIAL COMPLETION INSPECTION BY LANDSCAPE ARCHITECT. CONTRACTOR SHALL CORRECT ANY DISCREPANCIES FOUND PRIOR TO FINAL INSPECTION AND ACCEPTANCE OF THE PROJECT.
25. UPON COMPLETION OF PROJECT, CONTRACTOR SHALL PROVIDE DOCUMENTATION VERIFYING IMPLEMENTATION OF RECOMMENDATIONS FROM SOILS MANAGEMENT REPORT.
26. GUARANTEE: ALL PLANT MATERIAL SHALL BE GUARANTEED FOR REPLACEMENT AFTER FINAL INSPECTION AS FOLLOWS:
    5 GAL. AND SMALLER-90 DAYS
    15 GAL. AND LARGER-ONE YEAR
27. MAINTENANCE PERIOD: CONTRACTOR SHALL MAINTAIN GUARANTEED PLANTS FOR 90 DAYS FROM SUBSTANTIAL COMPLETION AS DEEMED BY THE LANDSCAPE ARCHITECT.
28. REPLACE OR REPAIR EXISTING MATERIALS THAT ARE DAMAGED BY CONTRACTOR DURING PLANTING OPERATIONS.
29. UPON FINAL ACCEPTANCE OF THE WORK, THE CONTRACTOR SHALL SUBMIT TO THE OWNER SIGNED ORIGINALS OF ALL MATERIALS AND LABOR RELEASES.
30. PLANT QUANTITIES IN LEGEND ARE FOR REFERENCE ONLY. CONTRACTOR TO PROVIDE AND INSTALL ALL PLANT MATERIAL SHOWN ON PLANS.

PLANTING LEGEND: Trees

SYMBOL	NAME	SIZE	QTY	WATER REQ.*
	CERCIS 'FOREST PANSY' FOREST PANSY REDBUD	24" BOX	30	MOD
	CISTUS SSP.	24" BOX	4	MOD
	GELIERA PARVIFLORA AUSTRALIAN WILLOW	36" BOX	10	MOD
	LAGERSTROEMIA INDICA X FAURIER 'NATCHEZ' NATCHEZ CRAPE MYRTLE	36" BOX	33	MOD
	LOPHOSTEMON CONFERTUS BRISBANE BOX	36" BOX	58	MOD
	MAGNOLIA GRANDIFLORA 'LITTLE GEM' MAGNOLIA 'LITTLE GEM'	36" BOX	8	MOD
	OLEA EUROPAEA 'WILSONII' WILSON OLIVE DESERT	48" BOX	10	LOW
	PINUS STROBUS WHITE PINE	60" BOX	1	LOW
	PHOENIX DACTYLIFERA DATE PALM	15' BTH	17	LOW
	PLATANUS MEXICANA MEXICAN SYCAMORE	36" BOX	42	MOD
	QUERCUS AGRIFOLIA COAST LIVE OAK	48" BOX	29	LOW

PLANTING LEGEND: Shrubs, Vines & Groundcover

SYMBOL	NAME	SIZE	QTY	WATER REQ.*
	ACHILLEA X 'MOONSHINE' MOONSHINE YARROW	35% 15 GAL. @ 48" OC 50% 5 GAL. 30" OC 15% 1 GAL. @ 18" OC	97,669 SQ.FT.	LOW
	ARCTOSTAPHYLOS 'PACIFIC MIST' PACIFIC MIST MANZANITA			LOW
	ARCTOSTAPHYLOS H. 'MONTEREY CARPET' MONTEREY CARPET MANZANITA			LOW
	BACCHARIS 'CENTENNIAL' COYOTE BRUSH			LOW
	DIANELLA 'LITTLE REV' LITTLE REV FLAX LILY			LOW
	ERIOGONUM GRANDE 'RUBESCENS' BUCKWHEAT			LOW
	FESTUCA GLAUCA 'ELIJAH BLUE' BLUE FESCUE			MED
	GREVILLEA 'MOONLIGHT' GREVILLEA			LOW
	GREVILLEA 'WATTLEBIRD YELLOW' GREVILLEA			LOW
	HESPERALOE PARVIFOLIA 'YELLOW' YELLOW YUCCA			LOW
	JUNCUS PATENS 'ELK BLUE' CALIFORNIA GRAY RUSH			LOW
	LOMANDRA LONGIFOLIA 'BREEZE' DWARF MAT RUSH			MED
	MUHLENBERGIA C. 'WHITE CLOUD' WHITE MUHLY			LOW
	PHLOMIS FRUTICOSA 'GRANDE VERDE' JERUSALEM SAGE			LOW
	PITTOSPORUM C. 'COMPACTUM' COMPACT MOCK ORANGE			MED
	SESLERIA AUTUMNALIS AUTUMN MOOR GRASS			MED

PLANTING LEGEND: Bio-Filtration Area

SYMBOL	NAME	SIZE	QTY	WATER REQ.*
	CAREX PANSA DUNE SEDGE	50% 15 GAL. @ 48" OC 35% 5 GAL. 30" OC 15% 1 GAL. @ 18" OC	17,538 SQ.FT.	MED
	CAREX PRAEGRACILIS SLENDER SEDGE			MED
	JUNCUS PATENS SPREADING RUSH			LOW
	JUNCUS TEXILIS BASKET RUSH			MED
	SALVIA LEUCANTHA MEXICAN SAGE BUSH			LOW

*WATER REQUIREMENT PLANT FACTOR IS BASED ON WUCOLS DATABASE AND CAN BE FOUND ONLINE AT: http://ucanr.edu/sites/WUCOLS/

PLANTING LEGEND: Decorative Cobble

SYMBOL	NAME	SIZE	QTY	WATER REQ.*
	DECORATIVE ROCK - TBS	-	5,537 SQ.FT.	-

PLANTING LEGEND: Turf

SYMBOL	NAME	SIZE	QTY	WATER REQ.*
	TURF	-	18,000 SQ.FT.	HIGH

BGW ARCHITECT
Innovative design. Stewardship driven.

"I DECLARE UNDER PENALTY OF PERJURY THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE LANDSCAPE DOCUMENTATION PACKAGE. I AM THE CREATOR OF THE WORK AND THE USE OF ANY PART OF THE WORK IMPLIES AGREEMENT TO INDEMNIFY AND HOLD HARMLESS THE CREATOR FOR ALL DAMAGES, LIABILITIES OR COSTS. ANY UNAUTHORIZED USE OF THESE PLANS AND SPECIFICATIONS IS AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO BGW ARCHITECT. UNDER NO CIRCUMSTANCE SHALL SCALED DIMENSIONS BE USED IN LIEU OF FIGURED DIMENSIONS. IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL, TO ALTER THIS DOCUMENT IN ANY WAY. IF ALTERED, THE ALTERING PERSON SHALL ATTACH TO THE DOCUMENT A STATEMENT IDENTIFYING THE ALTERATIONS AND THE IDENTITY OF THE PERSON MAKING THE ALTERATIONS."

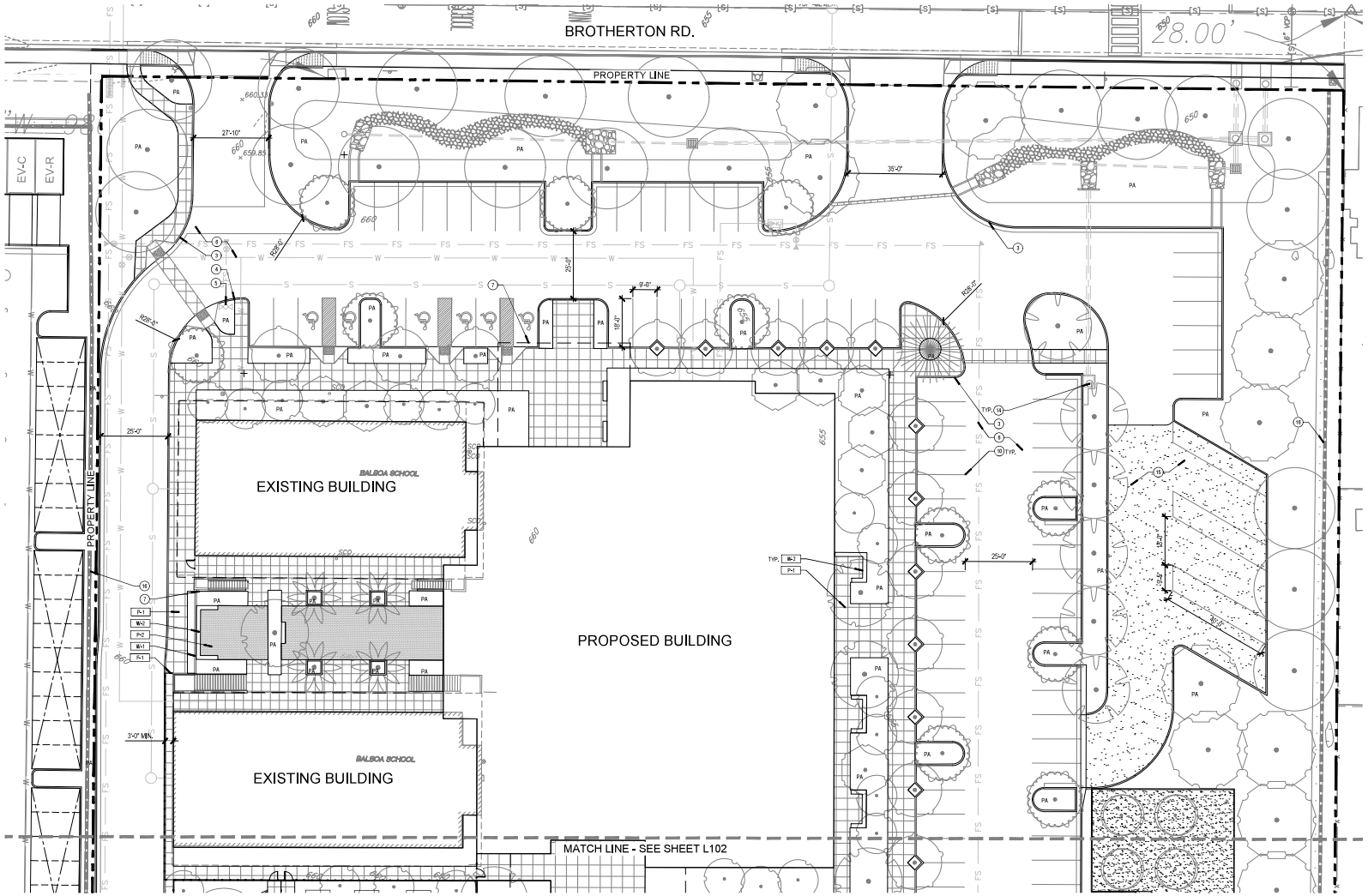
NO	DATE	DESCRIPTION
1	12/19/2025	PLANNING SUBMITTAL #2
2	08/27/2025	PLANNING SUBMITTAL #1
-	04/24/2025	PRELIMINARY SUBMITTAL
-	-	PRELIMINARY - DRAWING NOT FOR CONSTRUCTION

PROJECT
BETHEL BAPTIST CHURCH
NEW BUILDING ADDITION
895 BROTHERTON RD.
ESCONDIDO, CA 92025

REAL

SHEET TITLE
Planting Legend

SHEET NUMBER
L3.00



PAVING LEGEND	
ITEM	DESCRIPTION
P-1	NATURAL CONCRETE
P-2	STONE PAVERS
P-3	ENHANCED STONE PAVERS
P-4	CONCRETE MOW CURB
P-5	6" RAISED CURB
P-6	DECOMPOSED GRANITE
P-7	SAND
P-8	ENGINEERED WOOD FIBER
WALL, FENCE & GATE LEGEND	
W-1	FEATURE WALL
W-2	P.I.P. CONCRETE SEATWALL
F-1	FENCE @ SPORTS FIELD
F-2	FENCE ENCLOSURE
G-1	GATE @ COURTYARD & PLAYGROUND
SITE AMENITIES LEGEND	
SA-1	TREE GRATE
SA-2	BASKETBALL COURT
SA-3	OVERHEAD SHADE STRUCTURE
SA-4	PLAY STRUCTURE

REFERENCE LEGEND	
1	EXISTING SIDEWALK - PROTECT IN PLACE
2	UTILITY EASEMENT - PROTECT IN PLACE
3	CURB AND GUTTER - PER CIVIL
4	CURB RAMP - PER CIVIL
5	FIRE HYDRANT - PER CIVIL
6	ASPHALT PAVING - PER CIVIL
7	BUILDING OVERHANG - PER ARCHITECT
8	TRANSFORMER PAD - PER ELECTRICAL
9	TRASH ENCLOSURE - PER ARCHITECT
10	STRIPING - BY OTHERS
11	UTILITY - BY OTHERS
12	FURNISHINGS - BY OTHERS
13	ADJ UNITS - PER PER ARCHITECT
14	STORM DRAIN
15	GRAVEL STAGING AREA - PER CIVIL
16	PERIMETER RETAINING WALL - PER CIVIL
CONSTRUCTION NOTES	
L	SEE MASTER CONSTRUCTION LEGEND FOR MORE DETAILED LEGEND INFORMATION. SHEET L1.04

REFER TO SHEET L1.00 FOR MASTER CONSTRUCTION SCHEDULES AND NOTES

0 4 8 16 32 Feet
Scale: 1/16" = 1'-0"

BGW ARCHITECT
Innovative design. Stewardship driven.

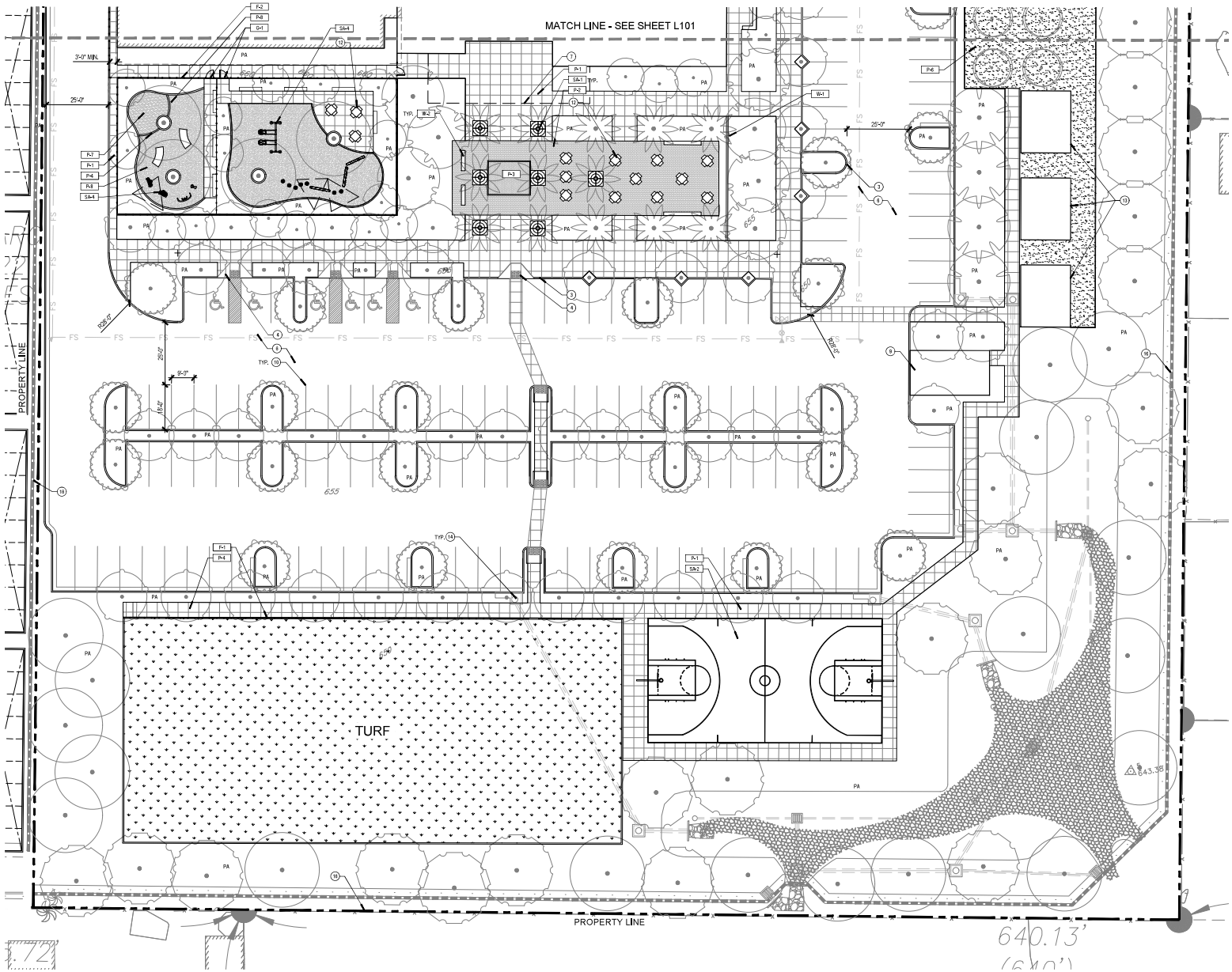
NO	DATE	DESCRIPTION
1	10/31/2025	PRELIMINARY - DRAWING CONSTRUCTION
2	12/19/2025	PRELIMINARY - DRAWING CONSTRUCTION
3	01/16/2026	PRELIMINARY - DRAWING CONSTRUCTION

PROJECT
BETHEL BAPTIST CHURCH
NEW BUILDING ADDITION
895 BROTHERTON RD.
ESCONDIDO, CA 92025

REAL

SHEET TITLE
Construction Plan

SHEET NUMBER
L101



PAVING LEGEND	
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WALL, FENCE & GATE LEGEND	
W-1	FEATURE WALL
W-2	P.I.P. CONCRETE SEATWALL
F-1	FENCE @ SPORTS FIELD
F-2	FENCE ENCLOSURE
G-1	GATE @ COURTYARD & PLAYGROUND

SITE AMENITIES LEGEND	
SA-1	TREE GRATE
SA-2	BASKETBALL COURT
SA-3	OVERHEAD SHADE STRUCTURE
SA-4	PLAY STRUCTURE

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7	BUILDING OVERHANG - PER ARCHITECT
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10	STRIPING - BY OTHERS
11	UTILITY - BY OTHERS
12	FURNISHINGS - BY OTHERS
13	ADJ UNITS - PER PER ARCHITECT
14	STORM DRAIN
15	GRAVEL STAGING AREA - PER CIVIL
16	PERIMETER RETAINING WALL - PER CIVIL

CONSTRUCTION NOTES

1. SEE MASTER CONSTRUCTION LEGEND FOR MORE DETAILED LEGEND INFORMATION. SHEET L1.04

REFER TO SHEET L1.00 FOR MASTER CONSTRUCTION SCHEDULES AND NOTES

0 4 8 16 32 Feet
Scale: 1/16" = 1'-0"

BGW ARCHITECT
Innovative design. Stewardship driven.

NO	DATE	DESCRIPTION
1	08/28/2025	PLAN CHECK SUBMITTAL #1
2	10/27/2025	PLAN CHECK SUBMITTAL #2
3	12/19/2025	PLAN CHECK SUBMITTAL #3
4	01/16/2026	PLAN CHECK SUBMITTAL #4
5		
6		

PRELIMINARY - DRAWING NOT FOR CONSTRUCTION

BETHEL BAPTIST CHURCH
NEW BUILDING ADDITION
835 BROTHERTON RD.
ESCONDIDO, CA 92025

PROJECT

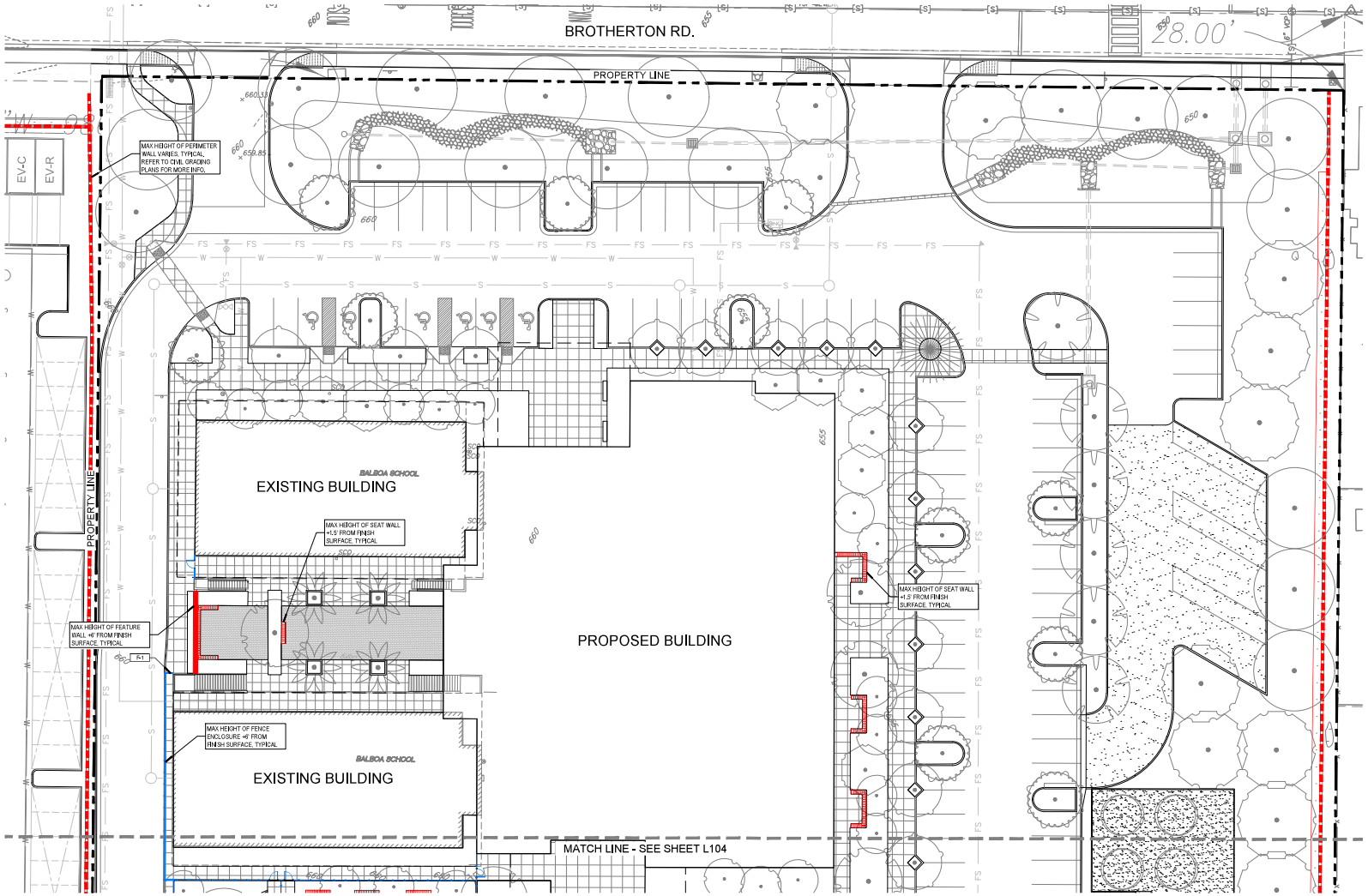
REAL

SHEET TITLE
Construction Plan

SHEET NUMBER
L102

835

Item25.



LEGEND#	SYMBOL	DESCRIPTION	MATERIAL/MODEL	FINISH	DETAIL
WALLS AND FENCE LEGEND					
W-1		FEATURE WALL +6' FROM F.S.	C.I.P. CONCRETE	BOARD FORM	DETAIL T SHEET L.L51
18		PERIMETER RETAINING WALL - HT. VARIES	PER CIVIL PLANS / WITH TUBE STEEL GUARDRAIL	PAINTED GUARDRAIL (BLACK)	DETAIL D & E SHEET L.L51
W-2		SEAT WALL +1.5' FROM F.S.	C.I.P. CONCRETE	BOARD FORM	DETAIL Q SHEET L.L51
F-1		FENCE @ SPORTS FIELD +6' FROM F.S.	TUBE STEEL W/ WIRE MESH	PAINTED (BLACK)	DETAIL H SHEET L.L51
F-2		FENCE ENCLOSURE +6' FROM F.S.	TUBE STEEL	PAINTED (BLACK)	DETAIL F SHEET L.L51
GATE LEGEND					
G-1		GATE AT COURTYARD +6' FROM F.S.	TUBE STEEL	PAINTED (BLACK)	DETAIL J SHEET L.L51

REFER TO SHEET L1.00 FOR MASTER CONSTRUCTION SCHEDULES AND NOTES

0 4 8 16 32 Feet
Scale: 1/16" = 1'-0"

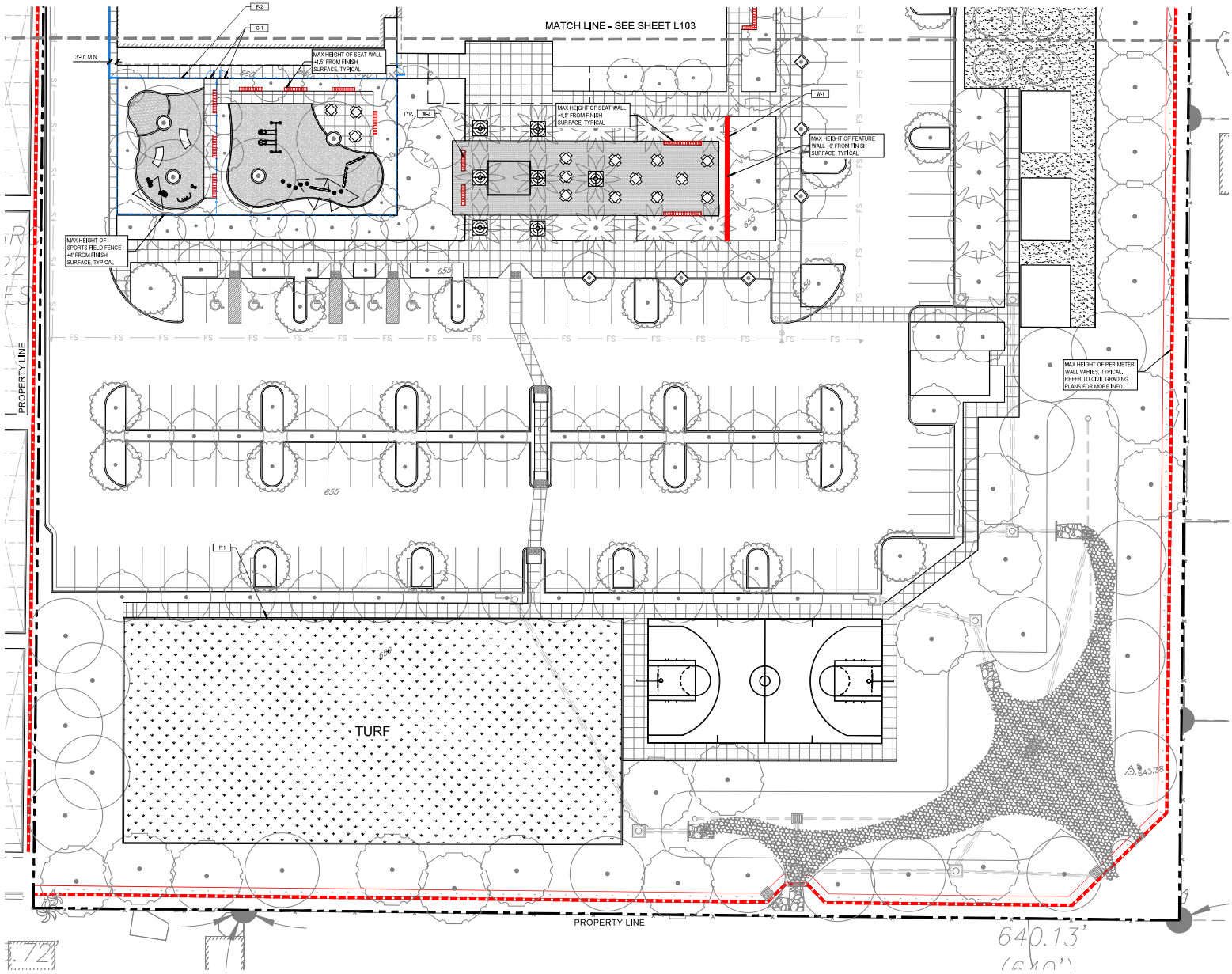
BGW ARCHITECT
Innovative design. Stewardship driven.

BETHEL BAPTIST CHURCH
NEW BUILDING ADDITION
895 BROTHERTON RD.
ESCONDIDO, CA 92025

SHEET TITLE: Wall Fence and Gate Plan

SHEET NUMBER: L103

836



LEGEND#	SYMBOL	DESCRIPTION	MATERIAL/MODEL	FINISH	DETAIL
WALLS AND FENCE LEGEND					
W-1		FEATURE WALL +6' FROM F.S.	C.I.P. CONCRETE	BOARD FORM	DETAIL T SHEET L1.51
18		PERIMETER RETAINING WALL - HT. VARIES	PER CIVIL PLANS / WITH TUBE STEEL GUARDRAIL	PAINTED GUARDRAIL (BLACK)	DETAIL D & E SHEET L1.51
W-2		SEAT WALL +1.5' FROM F.S.	C.I.P. CONCRETE	BOARD FORM	DETAIL O SHEET L1.51
F-1		FENCE @ SPORTS FIELD +6' FROM F.S.	TUBE STEEL W/ WIRE MESH	PAINTED (BLACK)	DETAIL H SHEET L1.51
F-2		FENCE ENCLOSURE +6' FROM F.S.	TUBE STEEL	PAINTED (BLACK)	DETAIL F SHEET L1.51
GATE LEGEND					
G-1		GATE AT COURTYARD +6' FROM F.S.	TUBE STEEL	PAINTED (BLACK)	DETAIL J SHEET L1.51

REFER TO SHEET L1.00 FOR MASTER CONSTRUCTION SCHEDULES AND NOTES

0 4 8 16 32 Feet
Scale: 1/16" = 1'-0"

BGW ARCHITECT
Innovative design. Stewardship driven.

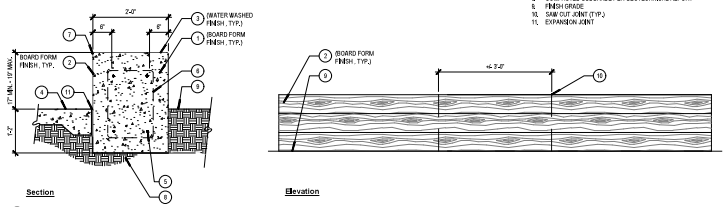
NO	DATE	DESCRIPTION
1	10/17/2025	PLANNING SUBMITTAL #2
2	08/27/2025	PLANNING SUBMITTAL #1
1	04/14/2025	DESIGN SUBMITTAL
		PRELIMINARY - DRAWING NOT FOR REGULATORY, CONSTRUCTION OR GOVERNMENT APPROVAL

PROJECT
BETHEL BAPTIST CHURCH
NEW BUILDING ADDITION
895 BROTHERTON RD.
ESCONDIDO, CA 92025

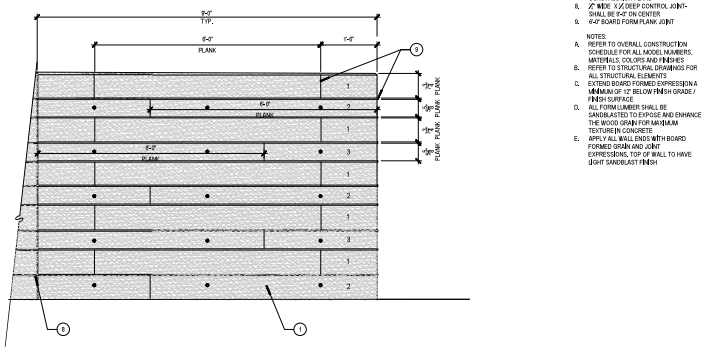
REAL

SHEET TITLE
Wall Fence and Gate Plan

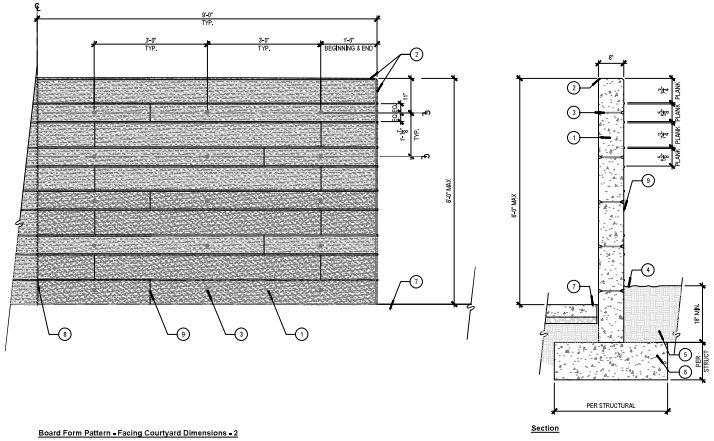
SHEET NUMBER
L104



Q Poured In Place Concrete Seatwall Section
Scale: 3/4"=1'-0"



Board Form Pattern - Facing Courtyard Dimensions - 1

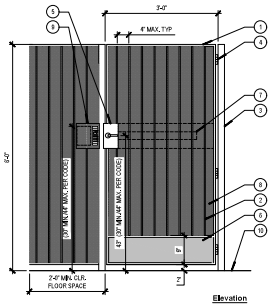


Board Form Pattern - Facing Courtyard Dimensions - 2
Section

T Feature Wall at Courtyards
Scale: 3/4" = 1'-0"

1. 5/8" X 3" HSS STEEL TOP AND BOTTOM RAIL
2. 3/8" X 2" FLATBAR PICKET
3. 2" SQ. HSS STEEL POST
4. (3) HEAVY DUTY GATE HINGES
5. STAINLESS STEEL GATE HANDLE AND HARDWARE, WITH SELF CLOSING, SELF LATCHING HARDWARE
6. 1/16" THICK SOLID STEEL KICK PLATE - INSTALL CENTERED IN FRAME
7. CROSS BAR PANIC EXIT DEVICE, MOUNT ON BACK SIDE OF GATE
8. PERFORATED METAL MESH, WELDED ON BACK SIDE OF GATE (RETENTION BASIN SIDE)
9. KNOX BOX PER CITY FIRE AND SAFETY CODES AND FOB ACCESS DEVICES
10. FINISH GRADE

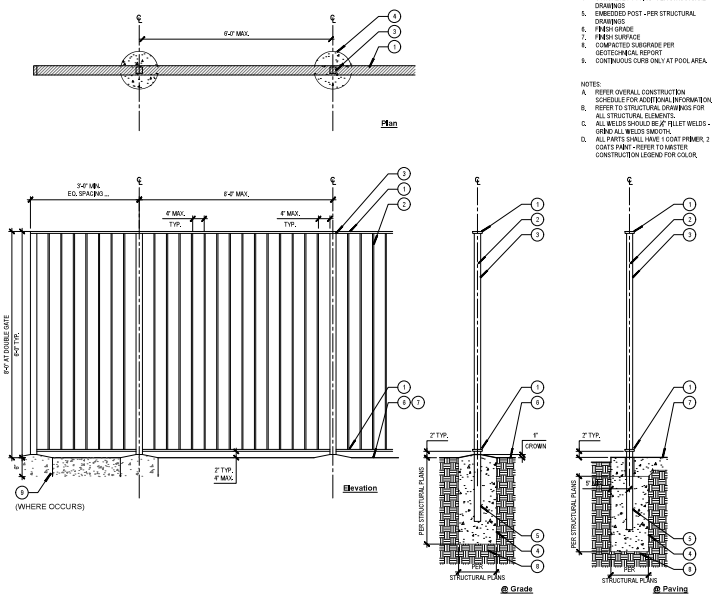
NOTES:
A. REFER TO MASTER CONSTRUCTION LEGEND FOR MATERIALS, COLORS, AND FINISHES.
B. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR FINAL APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. SHOP DRAWING TO INCLUDE ALL HARDWARE.
C. VERIFY FENCE AND GATE LAYOUT WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION IN THE FIELD.
D. INSTALL PANIC BAR AT A 42" HEIGHT FROM ADJACENT FINISH SURFACE ON PROPERTY INTERIOR SIDE OF GATE.
E. INSTALL WALL MOUNTED KNOX BOX AT A 32" HEIGHT FROM ADJACENT SURFACE, ON ADJACENT FENCE, PER CITY FIRE AND SAFETY CODES. PROVIDE CONDUIT AND POWER SUPPLY.
F. GATES SHALL BE EQUIPPED WITH FREE EXITPANIC HARDWARE ON INTERIOR OF GATE AND BE ABLE TO SELF-CLOSE FROM A DISTANCE OF 18" OPEN AND BE SELF-LATCHING.
G. ALL WELDS SHALL BE 1/8" FILLET WELDS ALL AROUND AND ARE TO BE GROUND SMOOTH.
H. ALL PARTS SHALL HAVE 1 COAT PRIMER, 2 COATS PAINT - REFER TO MASTER CONSTRUCTION LEGEND FOR COLOR.
I. GATE POSTS SHALL BE SET IN PLACES PRIOR TO TIME OF CONCRETE PAVING CONSTRUCTION - NO CORE DRILLING.
J. REFER TO STRUCTURAL DRAWINGS FOR EMBEDMENT DEPTHS OF POSTS.
K. DOORS SHALL HAVE A MAXIMUM OPENING FORCE OF (5) POUNDS. THESE FORCES DO NOT APPLY TO THE FORCE REQUIRED TO RETRACT LATCH BOLTS OR DESENGAGE OTHER DEVICES THAT HOLD THE DOOR OR GATE IN A CLOSED POSITION. DOOR CLOSERS AND GATE CLOSERS SHALL BE ADJUSTED SO THAT FROM AN OPEN POSITION OF 90 DEGREES, THE TIME REQUIRED TO MOVE THE DOOR TO A POSITION OF (12) DEGREES FROM THE LATCH IS (5) SECONDS.



J Perimeter Gate - Steel
Scale: 3/4" = 1'-0"

1. 5/8" X 3" HSS STEEL TOP AND BOTTOM RAIL
2. 3/8" X 2" FLATBAR PICKET
3. 2" SQ. HSS STEEL POST
4. CONCRETE FOOTING - PER STRUCTURAL DRAWINGS
5. EMBEDDED POST - PER STRUCTURAL DRAWINGS
6. FINISH GRADE
7. FINISH SURFACE
8. COMPACTED SUBGRADE PER GEOTECHNICAL REPORT
9. CONTINUOUS CURB ONLY AT POOL AREA.

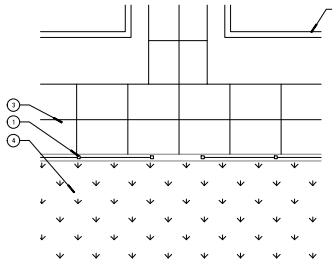
NOTES:
A. REFER OVERALL CONSTRUCTION SCHEDULE FOR ADDITIONAL INFORMATION.
B. REFER TO STRUCTURAL DRAWINGS FOR ALL STRUCTURAL ELEMENTS.
C. ALL WELDS SHOULD BE 1/8" FILLET WELDS - GRIND ALL WELDS SMOOTH.
D. ALL PARTS SHALL HAVE 1 COAT PRIMER, 2 COATS PAINT - REFER TO MASTER CONSTRUCTION LEGEND FOR COLOR.



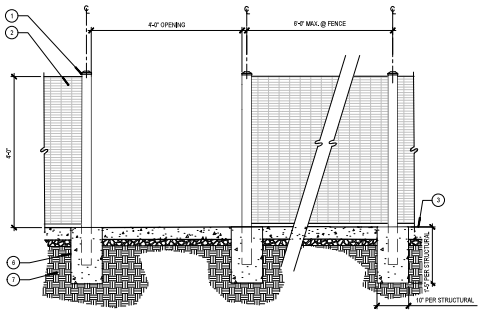
F Perimeter Fence - Steel
Scale: 3/4" = 1'-0"

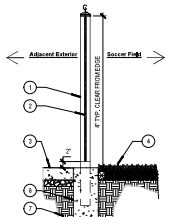
1. 3" SQ TUBE STEEL POSTS
2. DOUBLE WIRE, 8 GAUGE MESH PANELS WITH 1/2" x3" OPENING
3. PAVING PER PLAN
4. SYNTHETIC TURF PER PLAN
5. CURB PER CIVIL
6. CONCRETE FOOTING - REFER TO STRUCTURAL DRAWINGS
7. COMPACTED SUBGRADE PER GEOTECHNICAL REPORT

NOTES:
A. REFER TO MASTER CONSTRUCTION LEGEND FOR PRODUCT INFORMATION AND COLOR.
B. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR FINAL APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. SHOP DRAWING TO INCLUDE ALL GATE AND FENCING HARDWARE.
C. OPERABLE PARTS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE 5 POUNDS.



PLAN - SOCCER FIELD
SCALE: NTS





H Low Screen at Soccer Field
Scale: 3/4" = 1'-0"

BGW ARCHITECT
Innovative design. Stewardship driven.

NO	DATE	DESCRIPTION
1	04/18/2025	PLANNING SUBMITTAL #2
2	08/07/2025	PLANNING SUBMITTAL #3
3	10/15/2025	PLANNING SUBMITTAL
4		PRELIMINARY - DRAWING CONSTRUCTION ONLY

PROJECT
BETHEL BAPTIST CHURCH
NEW BUILDING ADDITION
855 BROTHERTON RD.
ESCONDIDO, CA 92025

REAL

SHEET TITLE
Construction Details

SHEET NUMBER
L151

838

Item25.



HYDROZONE LEGEND	
	LOW WATER USE PLANTS
	MEDIUM WATER USE PLANTS
	HIGH WATER USE TURF
	LOW WATER USE TREES
	MEDIUM WATER USE TREES

CITY OF ESCONDIDO
I AGREE TO COMPLY WITH THE REQUIREMENTS OF THE PRESCRIPTIVE COMPLIANCE OPTION TO THE MWELO.

Signature 05/27/2025 Date

WATER EFFICIENT LANDSCAPE WORKSHEET

Reference Evapotranspiration (ETo): Reference Site: Escondido; ETo: 54.2; Project ETAF: 0.45

Valve #	Hydrozone # /Planting Descriptions[1]	Plant Factor (PF)	Irrigation Method[2]	Irrigation Efficiency (IE)[3]	ETAF (PF/IE)	Landscape Area (sq. ft.)	ETAF x Area	Estimated Total Water Use (ETWU)[4]
	Regular Landscape Areas							
A1	Low Water Use Shrub	0.2	Drip	0.81	0.25	80,121	19702.96	594,786.52
A2	Med Water Use Shrub	0.5	Rotors	0.75	0.67	17536	11692.00	352,897.97
A3	Low Water Use Tree	0.2	Bubbler	0.81	0.25	1620	398.96	13,276.65
A4	Med Water Use Tree	0.5	Bubbler	0.81	0.62	4800	2062.96	99,567.41
					Subtotals	104056	34832.99	1,170,527.72
	Special Landscape Areas							
	Recreational Turf				1	18000	18000	604,872.00
					1		0	0.00
					1		0	0.00
					1		0	0.00
					1		0	0.00
					Subtotals	18000	18000	604,872.00
							Total Landscape Area	122,056.00
							ETWU Total	1,775,399.72
							ETWU (in acre-feet)	5.45
							Maximum Allowed Water Allowance (MAWA)[5]	2,178,431.39
							MAWA (in acre-feet)	6.69

[1] Hydrozone/Planting Description E.g. 1) Front Lawn 2) Low water use plantings 3) Medium water use planting

[2] Irrigation Method: Overhead spray or drip

[3] Irrigation Efficiency: .75 for spray head; .81 for drip

[4] ETWU (Annual Gallons Required) = ETo x 0.62 x ETAF x Area; where 0.62 is conversion factor that converts acre-inches per acre per year to gallons per square foot per year

[5] MAWA (Annual Gallons Allowed) = (ETo) (0.62)((ETAF x LA) + ((1-ETAF) x SLA))

where 0.62 is conversion factor that converts acre-inches per acre per year to gallon per square foot per year, LA is the total landscape area in square feet, SLA is the total special landscape area in square feet, and ETAF is 0.55 for residential areas and 0.45 for non-residential areas

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	34,832.99
Total Area	104039
Average ETAF	**0.33**

All Landscape Areas

Total ETAF x Area	52,892.99
Total Area	122059
Sitewide ETAF	**0.43**

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential.

NO RECYCLED WATER WILL BE USED ON SITE

0 6.25 12.5 25 50 Feet
Scale: 1" = 25'-0"

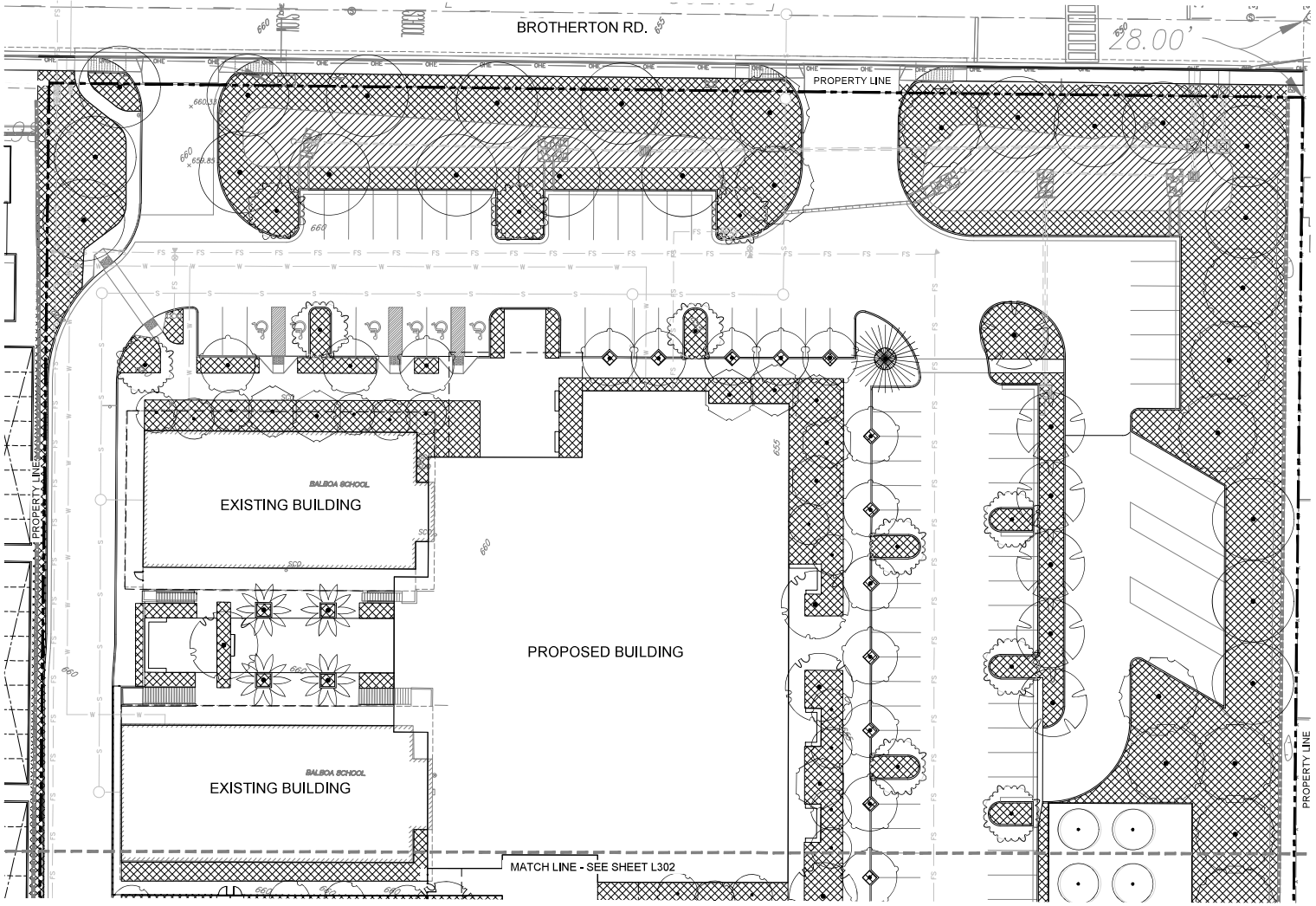
BGW ARCHITECT
Innovative design. Stewardship driven.

NO	DATE	DESCRIPTION
1	05/27/2025	PRELIMINARY GRADING & DRAINAGE PLAN SUBMITTAL #2
2	04/15/2025	PRELIMINARY GRADING & DRAINAGE PLAN SUBMITTAL #1
1	12/13/2024	PRELIMINARY GRADING & DRAINAGE PLAN SUBMITTAL

PROJECT
BETHEL BAPTIST CHURCH
NEW BUILDING ADDITION
855 BROTHERTON RD.
ESCONDIDO, CA 92025

SHEET TITLE
Irrigation Plan

SHEET NUMBER
L200



PLANTING LEGEND: Trees

SYMBOL	NAME	SIZE	QTY	
	CERCIS 'FOREST PANSY' FOREST PANSY REDBUD	24" BOX	36	MOD
	CISTUS SSP.	24" BOX	4	MOD
	GELIERA PARVIFLORA AUSTRALIAN WILLOW	36" BOX	10	MOD
	LAGERSTROEMIA INDICA X FAURIER 'NATCHEZ' NATCHEZ CRAPE MYRTLE	36" BOX	33	MOD
	LOPHOSTEMON CONFERTUS BRISBANE BOX	36" BOX	58	MOD
	MAGNOLIA GRANDIFLORA 'LITTLE GEM' MAGNOLIA 'LITTLE GEM'	36" BOX	8	MOD
	OLEA EUROPAEA 'WILSONII' WILSON OLIVE DESERT	48" BOX	10	LOW
	PINUS STROBUS WHITE PINE	60" BOX	1	LOW
	PHOENIX DACTYLIFERA DATE PALM	15' BTH	17	LOW
	PLATANUS MEXICANA MEXICAN SYCAMORE	36" BOX	42	MOD
	QUERCUS AGRIFOLIA COAST LIVE OAK	48" BOX	29	LOW

PLANTING LEGEND: Shrubs, Vines & Groundcover

SYMBOL	NAME	SIZE	QTY	WATER REQ.*
	ACHILLEA X 'MOONSHINE' MOONSHINE YARROW	35% 15 GAL. @ 48" OC 50% 5 GAL. 30" OC 15% 1 GAL. @ 18" OC	97,660 SQ.FT.	LOW
	ARCTOSTAPHYLOS 'PACIFIC MIST' PACIFIC MIST MANZANITA			LOW
	ARCTOSTAPHYLOS H. 'MONTEREY CARPET' MONTEREY CARPET MANZANITA			LOW
	BACCHARIS 'CENTENNIAL' COYOTE BRUSH			LOW
	DIANELLA 'LITTLE REV' LITTLE REV FLAX LILY			LOW
	ERIOGONUM GRANDE 'RUBESCENS' BUCKWHEAT			LOW
	FESTUCA GLAUCA 'ELIJAH BLUE' BLUE FESCUE			MED
	GREVILLEA 'MOONLIGHT' GREVILLEA			LOW
	GREVILLEA 'WATTLEBIRD YELLOW' GREVILLEA			LOW
	HESPERALOE PARVIFOLIA 'YELLOW' YELLOW YUCCA			LOW
	JUNCUS PATENS 'ELK BLUE' CALIFORNIA GRAY RUSH			LOW
	LOMANDRA LONGIFOLIA 'BREEZE' DWARF MAT RUSH			MED
	MUHLENBERGIA C. 'WHITE CLOUD' WHITE MUHLY			LOW
	PHLOMIS FRUTICOSA 'GRANDE VERDE' JERUSALEM SAGE			LOW
	PITTOSPORUM C. 'COMPACTUM' COMPACT MOCK ORANGE			MED
	SESLERIA AUTUMNALIS AUTUMN MOOR GRASS			MED

PLANTING LEGEND: Bio-Filtration Area

SYMBOL	NAME	SIZE	QTY	WATER REQ.*
	CAREX PANSA DUNE SEDGE	50% 15 GAL. @ 48" OC 35% 5 GAL. 30" OC 15% 1 GAL. @ 18" OC	17,538 SQ.FT.	MED
	CAREX PRAEGRACILIS SLENDER SEDGE			MED
	JUNCUS PATENS SPREADING RUSH			LOW
	JUNCUS TEXILIS BUSHET RUSH			MED
	SALVIA LEUCANTHA MEXICAN SAGE BUSH			LOW

*WATER REQUIREMENT PLANT FACTOR IS BASED ON WUCOLS DATABASE AND CAN BE FOUND ONLINE AT: http://ucanr.edu/sites/WUCOLS/

PLANTING LEGEND: Decorative Cobble

SYMBOL	NAME	SIZE	QTY	WATER REQ.*
	DECORATIVE ROCK - TBS	-	5,537 SQ.FT.	-

PLANTING LEGEND: Turf

SYMBOL	NAME	SIZE	QTY	WATER REQ.*
	TURF	-	18,009 SQ.FT.	HIGH

0 4 8 16 32 Feet
Scale: 1/16" = 1'-0"

BGW ARCHITECT
Innovative design. Stewardship driven.

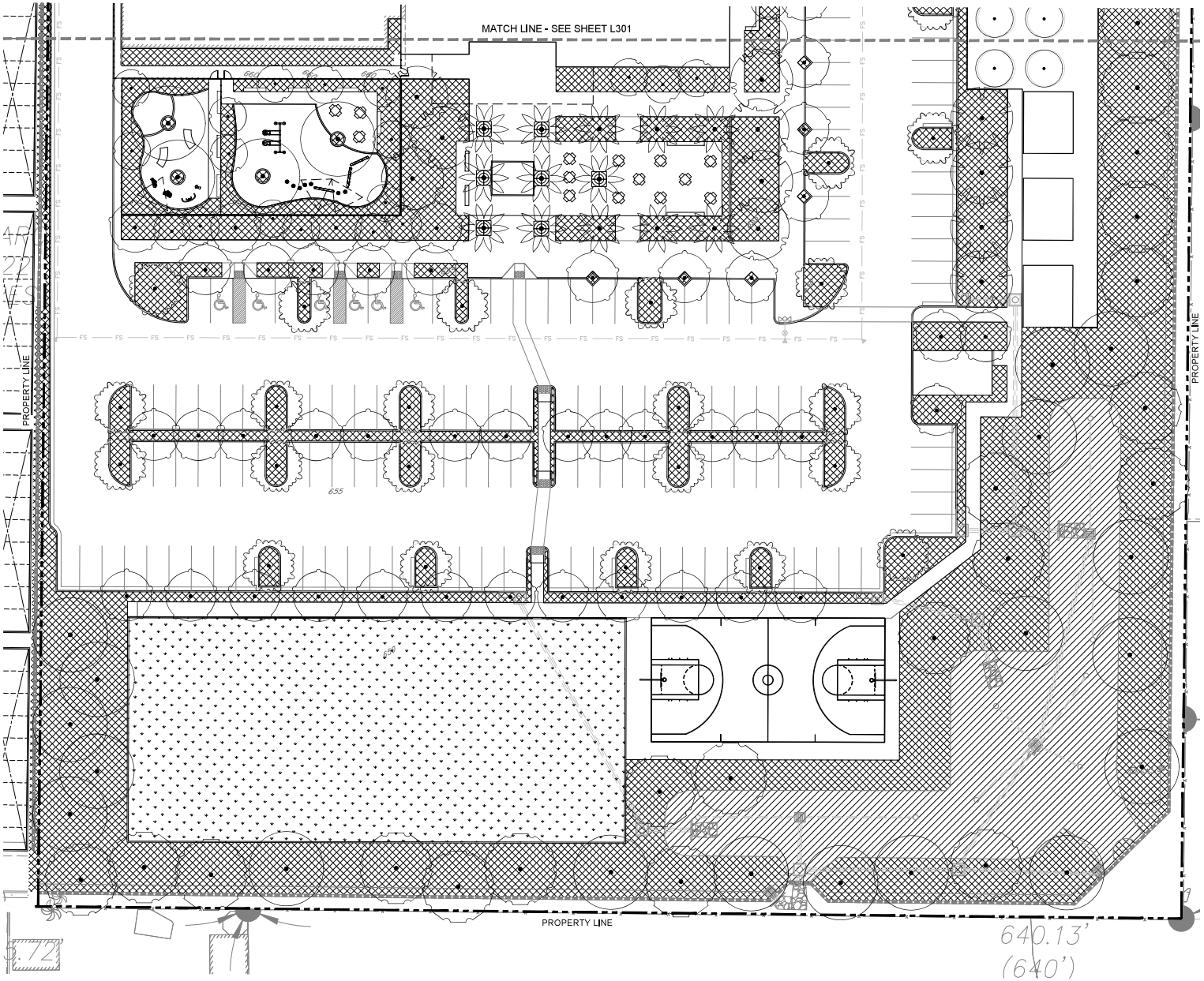
NO	DATE	DESCRIPTION
7	12/19/2025	PRELIMINARY - DRAWING CONSTRUCTION
6	12/19/2025	PRELIMINARY
5	12/19/2025	PRELIMINARY
4	12/19/2025	PRELIMINARY
3	12/19/2025	PRELIMINARY
2	12/19/2025	PRELIMINARY
1	12/19/2025	PRELIMINARY

PROJECT
BETHEL BAPTIST CHURCH
NEW BUILDING ADDITION
855 BROTHERTON RD.
ESCONDIDO, CA 92025

REAL

SHEET TITLE
Planting Plan

SHEET NUMBER
L301



PLANTING LEGEND: Trees

SYMBOL	NAME	SIZE	QTY	
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	GELIERA PARVIFLORA AUSTRALIAN WILLOW	36" BOX	10	MOD
	LAGERSTROEMIA INDICA X FAURIER 'NATCHEZ' NATCHEZ CRAPE MYRTLE	36" BOX	33	MOD
	LOPHOSTEMON CONFERTUS BRISBANE BOX	**36" BOX**	58	MOD
	MAGNOLIA GRANDIFLORA 'LITTLE GEM' MAGNOLIA 'LITTLE GEM'	36" BOX	8	MOD
	OLEA EUROPAEA 'WILSONII' WILSON OLIVE DESERT	48" BOX	10	LOW
	PINUS STROBUS WHITE PINE	60" BOX	1	LOW
	PHOENIX DACTYLIFERA DATE PALM	15' BTH	17	LOW
	PLATANUS MEXICANA MEXICAN SYCAMORE	36" BOX	42	MOD
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PLANTING LEGEND: Shrubs, Vines & Groundcover

SYMBOL	NAME	SIZE	QTY	WATER REQ.*
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	ARCTOSTAPHYLOS 'PACIFIC MIST' PACIFIC MIST MANZANITA			LOW
	ARCTOSTAPHYLOS H. 'MONTEREY CARPET' MONTEREY CARPET MANZANITA			LOW
	BACCHARIS 'CENTENNIAL' COYOTE BRUSH			LOW
	DIANELLA 'LITTLE REV' LITTLE REV FLAX LILY			LOW
	ERIOGONUM GRANDE 'RUBESCENS' BUCKWHEAT			LOW
	FESTUCA GLAUCA 'ELIJAH BLUE' BLUE FESCUE			MED
	GREVILLEA 'MOONLIGHT' GREVILLEA			LOW
	GREVILLEA 'WATTLEBIRD YELLOW' GREVILLEA			LOW
	HESPERALOE PARVIFOLIA 'YELLOW' YELLOW YUCCA			LOW
	JUNCUS PATENS 'ELK BLUE' CALIFORNIA GRAY RUSH			LOW
	LOMANDRA LONGIFOLIA 'BREEZE' DWARF MAT RUSH			MED
	MUHLENBERGIA C. 'WHITE CLOUD' WHITE MUHLY			LOW
	PHLOMIS FRUTICOSA 'GRANDE VERDE' JERUSALEM SAGE			LOW
	PITTOSPORUM C. 'COMPACTUM' COMPACT MOCK ORANGE			MED
	SESLERIA AUTUMNALIS AUTUMN MOOR GRASS			MED

PLANTING LEGEND: Bio-Filtration Area

SYMBOL	NAME	SIZE	QTY	WATER REQ.*
	CAREX PANSA DUNE SEDGE	50% 15 GAL. @ 48" OC 35% 5 GAL. 30" OC 15% 1 GAL. @ 18" OC	17,538 SQ.FT.	MED
	CAREX PRAEGRACILIS SLENDER SEDGE			MED
	JUNCUS PATENS SPREADING RUSH			LOW
	JUNCUS TEXTILIS BASKET RUSH			MED
	SALVIA LEUCANTHA MEXICAN SAGE BUSH			LOW

*WATER REQUIREMENT PLANT FACTOR IS BASED ON WUCOLS DATABASE AND CAN BE FOUND ONLINE AT: http://ucanr.edu/sites/WUCOLS/

PLANTING LEGEND: Decorative Cobble

SYMBOL	NAME	SIZE	QTY	WATER REQ.*
	DECORATIVE ROCK - TBS	-	5,537 SQ.FT.	-

PLANTING LEGEND: Turf

SYMBOL	NAME	SIZE	QTY	WATER REQ.*
	TURF	-	18,003 SQ.FT.	HIGH

0 4 8 16 32 Feet
Scale: 1/16" = 1'-0"

BGW ARCHITECT
Innovative design. Stewardship driven.

NO	DATE	DESCRIPTION
1	12/19/2025	PLANNING SUBMITTAL #2
2	08/15/2025	PLANNING SUBMITTAL #1
3	04/14/2025	DEVELOPMENT REVIEW
4	12/20/2024	PRELIMINARY - NOT FOR CONSTRUCTION

PROJECT
BETHEL BAPTIST CHURCH
NEW BUILDING ADDITION
855 BROTHERTON RD.
ESCONDIDO, CA 92025

SHEET TITLE
Planting Plan

SHEET NUMBER
L302

EXHIBIT "C"

FACTORS TO BE CONSIDERED / FINDINGS OF FACT

Conditional Use Permit Modification Findings (PL23-0274) (Section 33-1203 of Article 61 of the Escondido Zoning Code)

The City Council has reviewed the record, including applicable CEQA findings, and make the following findings in approving the Conditional Use Permit Modification:

1. *A conditional use permit should be granted upon sound principles of land use and in response to services required by the community.*

The Project includes a modification to an exisiting Conditional Use Permit that was granted and adopted by the Planning Commission on December 11, 1979 (Resolution No. 3995). On April 10, 1985, A Conditional Use Permit (80-77-CUP) was approved which allowed for establishment of a limited day care facility which permitted a total of 70 children and 10 staff members with operational hours limited to Thursdays. The request to modify the Conditional Use Permit would allow for continued operation of the existing religious facility and daycare facility.

2. *A conditional use permit should not be granted if it will cause deterioration of bordering land uses or create special problems for the area in which it is located.*

As detailed in the Planning Commission staff report, dated August 11, 2026, the existing daycare complies with the requirements of the Escondido Zoning Code relative to off-street parking requirements, and drop-off areas. Additionally, the existing Conditional Use Permits have not resulted in code enforcement actions, nor revocation indicating that the existing operation has not caused the deterioration of bordering land uses or create special probems for the area in which it is located.

Additionally, the site has been designed to locate loading, and unloading areas, furthest away from the driveways reducing any spillover onto Brotherton Road. The site design has incorporated exetensive landscaping along the perimeter of the site which serve as visual buffers froms surrounding properties.

3. *A conditional use permit must be considered in relationship to its effect on the community or neighborhood plan for the area in which it is to be located.*

The requested modification would not have negative impacts on the surrounding community in that the Project has been conditioned to minimize impacts to surrounding property; additionally, City staff is not aware of any code enformcent issues regarding the operation of the daycare facility.

The granting of the modified Conditional Use Permit is appropriate given its location in a residentially zone area as most religious uses and daycare facilities are located within residentially zoned districts throughout the City.

Design Review Permit Findings (PL25-0072) (Section 33-1359 of Article 64 of the Escondido Zoning Code)

The City Council has reviewed the record, including applicable CEQA findings, and make the following findings in approving the Design Review Permit:

1. *The proposed site plan has been designed in a manner which is compatible with the natural and urban characteristics of the site and the surrounding neighborhood.*

As detailed in the Planning Commission staff report, dated August 11, 2026, the Project is located within a primarily residential neighborhood with an education facility located to the north of the Property. The proposed site plan has been designed to be setback the building away from Brotherton Road, and includes various landscaping palettes throughout the Project site to screen the proposed uses, and buildings on-site. The site is currently developed with a religious, and daycare facility, and the Project would demolish the sanctuary hall to the west, and relocate it on the east side of the buildings at approximately the same size. The Project is compatible with the urban characteristics of the neighborhood in that the mass and scale of the building is limited to 23'-1" whereas surrounding properties are permitted to have up to 35'-0" height; therefore, the buldilng would not be inconsistent with what is permitted on surrounding properties.

2. *The bulk, scale, and architectural design of the proposed structure are compatible with the character of the surrounding neighborhood.*

The proposed structure is compatible with the character of the surrounding neighborhood in that the structure is limited to 29'-11" in height with the exception of the tower feature which is 42'-0" in height. The existing zoning on surrounding properties also allow up to 2-stories and 35'-0" therefore incorporation of a building of this height would not be inconsistent with what is permitted on surrounding properties. Additionally, the tallest portion of the structure (i.e. the tower feature) is located towards Brotherton Road, and away from the residential properties to the south. Furthermore, the varying roof and wall planes break up the mass and scale of the proposed structure by avoiding the apperance of one large box-like structure. The proposed design of the structure would be compatible with the character of the surrounding neighborhood through the visiual relief provided via landsacaping, and building form.

3. *The project incorporates landscaping, irrigation and screening which is drought tolerant, appropriate for the site, and in compliance with the landscape standards established by the city.*

The Project has been reviewed for compliance with Article 62 (Water efficient Landscape Regulations) and complies with the requirements relative to street tree count, on-site landscaping, and allowable water usage. Additionally, perimeter landscaping is proposed throughout the Project site which will serve as a visual buffer for residences to the south and east; furthermore, interior landscaping is provided along the playfield areas, and basketball courts which further screen on-site uses from adjacent properties.

4. *All grading related to the project is in conformance to design standards set by Article 55, Grading and Erosion Control.*

The Project was reviewed for conformance with the design standards outlined in Article 55, and generally complies with the requirements for construction of fill and cut slopes. Most notably, the Bethel Baptist Church site includes fill slopes up to 10'-0" and 12'-0" (inclusive of retaining wall heights) along the southerly and easterly property line. The Applicant has also requested a Grading Exemption as allowed through Article 55 (Grading and Erosion Control) of the Escondido Zoning Code, which is further discussed in the Grading Exemptions Findings. Due to the topopgraphy of the site, the property slopes towards the rear of the property, and construction of fill slopes is necessary to provide a flatter site towards the south and east for the proposed improvements. Despite the grading exemption, the grading design includes a mix of slope ratios ranging from 2:1 to 3:1 which provide variety throughout the development; and utilizes curvilinear conturing which are recommendations outlined in Article 55. Extensive landscaping is proposed along and on the slopes which further stabilizes them, and serve as visual buffers from surrounding properties.

5. *The project has incorporated the applicable design review standards contained in the ordinance codified in this section and other applicable ordinances into the site layout and building design.*

As detailed in the Planning Commission staff report, dated August 11, 2026, the Project complies with the development standards of the proposed R-5-30 zoning district including but not limited to setbacks, off-street parking, building height, and floor-area-ratio which all regulate the site layout and building design. Furthermore, the Project is designed to comply with the site design, building design, and landscaping as codified in Section 33-1357 of Article 64 (Design Review).

6. *The project is consistent with the goals and objectives of the city's general plan.*

The Project is consistent with the goals and objectives of the City's 2012 General plan which encourage the siting of limited nonresidential development in residential zones, such as religious uses and schools. These two components of the development are consistent with the goals and objectives of the 2012 General Plan in that they support economic development in the City through

the continued operation and expansion of the daycare facility, and revitalize a portion of the site through the construction of 258 dwelling units to the east.

Grading Exemption Findings (Section 33-1066 of Article 55 of the Escondido Zoning Code)

The City Council has reviewed the record, including applicable CEQA findings, and make the following findings in approving the Grading Exemption:

The Project request also includes a Grading Exemption to allow fill slopes and retaining walls up to 12'-0" along the the easterly property line. As discussed in the Planning Commission staff report, dated August 11, 2026, the topography of the Properties slopes downward towards Felicita Avenue. Due to the topopgraphy of the site, the property slopes towards the rear of the property, and construction of fill slopes is necessary to provide a flatter site towards the south and east for the proposed improvements. The Alexan Residential Development will construct 13'-0" cut slopes along the easterly property line between the two properties, and is permitted in Article 55 (Grading and Erosion Control) of the Escondido Zoning Code. The Bethel Baptist Church would construct retaining walls along the easterly property line ranging from 3'-0" – 5'-0" and slopes up to 12'-0" (inclusive of the retaining wall heights). The impact to surrounding properties is minimized through significant landscaping planted along the perimeter. The desgn of the affected slopes is consistent with the design criteria in that the grading consist of rounded contoured edges, and a mix of 2:1 to 3:1 slope ratios.

EXHIBIT "D"

PLANNING CASE NOS. PL23-0274/PL25-0072

CONDITIONS OF APPROVAL

This Project is conditionally approved as set forth on the application received by the City of Escondido on **May 2, 2024**, and the Project drawings consisting of Site Plans, Floor Plans, Sections, Architectural Elevations, Civil Sheets/Grading, Landscape Plans and Colored Elevations; all designated as **approved on December 02, 2026** and shall not be altered without express authorization by the Development Service Department.

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

A. General:

1. **Acceptance of Permit.** If the Applicant fails to file a timely and valid appeal of this Permit within the applicable appeal period, such inaction by the Applicant shall be deemed to constitute all of the following on behalf of the Applicant:

   a. Acceptance of the Permit by the Applicant; and

   b. Agreement by the Applicant to be bound by, to comply with, and to do all things required of or by the Applicant pursuant to all of the terms, provisions, and conditions of this Project Permit or other approval and the provisions of the Escondido Municipal Code or Zoning Code applicable to such Permit.

2. **Permit Expiration.** If the Permit was filed as or concurrent with a Tentative Map or Planned Development application, the Permit shall expire 36 months from the effective date of approval, unless additional time is granted pursuant to the Map Act or to the Escondido Municipal Code. If not filed as concurrent with a Tentative Map or Planned Development application, the Permit shall automatically expire after one year from the date of this approval, or the expiration date of any extension granted in accordance with the Escondido Municipal Code and Zoning Code.

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

3. **Certification.** The Director of Development Services, or his/her designee, is authorized and directed to make, or require the Applicant to make, all corrections and modifications to the Project drawings and any other relevant document comprising the Project in its entirety, as necessary to make them internally consistent and in conformity with the final action on the Project. This includes amending the Project drawings as necessary to incorporate revisions made by the decision-making body and/or reflecting any

modifications identified in these conditions of approval. A final Approved Plan set, shall be submitted to the Planning Division for certification electronically. Said plans must be certified by the Planning Division prior to submittal of any post-entitlement permit, including grading, public improvement, landscape, or building plans for the Project.

4. Conformance to Approved Plans.

a. The operation and use of the subject property shall be consistent with the Project Description and Details of Request, designated with the Approved Plan set.

b. Nothing in this Permit shall authorize the Applicant to intensify the authorized activity beyond that which is specifically described in this Permit.

c. Once a permit has been issued, the Applicant may request Permit modifications. "Minor" modifications may be granted if found by the Director of Development Services to be in substantial conformity with the Approved Plan set, including all exhibits and Permit conditions attached hereto. Such "minor" modifications shall be processed through a substantial conformance process identified by the Planning Division. Modifications beyond the scope described in the Approved Plan set may require submittal of an amendment to the Permit and approval by the authorized agency.

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

6. Certificate of Occupancy.

a. No change in the character of occupancy or change to a different group of occupancies as described by the Building Code shall be made without first obtaining a Certificate of Occupancy from the Building Official, as required, and any such change in occupancy must comply with all other applicable local and state laws.

b. Prior to final occupancy, a Planning Final Inspection shall be completed to ensure that the property is in full compliance with the Permit terms and conditions. The findings of the inspection shall be documented on a form and content satisfactory to the Director of Development Services.

7. Availability of Permit Conditions.

a. Prior to grading permit issuance, the Applicant shall cause a covenant regarding real property to be recorded that sets forth the terms and conditions of this Permit approval and shall be of a form and content satisfactory to the Director of Development Services.

b. The Applicant shall make a copy of the terms conditions of this Permit readily available to any member of the public or City staff upon request. Said terms and conditions shall be printed on any construction plans that are submitted to the Building Division for plan check processing.

8. **Right to Entry.** The holder of this Permit shall make the premises available for inspection by City staff during construction or operating hours and allow the investigations of property necessary to ensure that minimum codes, regulations, local ordinances and safety requirements are properly followed. The Applicant shall provide such business records, licenses, and other materials necessary upon request to provide evidence of compliance with the conditions of approval, as well as federal, state, or laws.

9. **Compliance with Federal, State, and Local Laws.** Nothing in this Permit shall relieve the Applicant from complying with conditions, performance standards, and regulations generally imposed upon activities similar in nature to the activity authorized by this permit. (Permits from other agencies may be required as specified in the Permit's Details of Request.) This Permit does not relieve the Applicant of the obligation to comply with all applicable statutes, regulations, and procedures in effect at the time that any engineering permits or building permits are issued unless specifically waived herein.

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

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

    Approval of this development project is conditioned upon payment of all applicable development fees and connection fees in the manner provided in Chapter 6 of the Escondido Municipal Code.

11. **Public Art Partnership Program.** All requirements of the Public Art Partnership Program, Ordinance No. 86-70 shall be satisfied prior to any building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.

12. **Clerk Recording.**

    a. State Law (SB 1535), effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. If the Project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with State law, or if the Project was analyzed through a negative declaration or environmental impact report, the Applicant shall remit to the City of Escondido Planning Division, within two working days of the effective date of the adoption of the environmental document, a check payable to the "San Diego County Clerk," in the amount that is published by the County Clerk's Office. Failure to remit the required fees in full within the specified time noted above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and

recovery under the provisions of the Revenue and Taxation code. In addition, Section 21089(b) of the Public Resources Code, and Section 711.4(c) of the Fish and Game Code provide that no project shall be operative, vested, or final until all the required filing fees are paid. The County Clerk's Office filing fees for other environmental review documents are adjusted annually by the California Department of Fish and Wildlife. If the fee increase after the date of this approval, the Applicant shall be responsible for the increase.

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

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

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

15. **Revocation, Suspension, Modification.** At any time after Project implementation, the City may require a noticed public hearing to be scheduled before the Planning Commission to determine if there has been demonstrated a good faith intent to proceed in reliance on this approval. This item may be referred to the appropriate decision-making body upon recommendation of the Director of Development Services for review and possible revocation or modification of the Permit regarding non-compliance with the Conditions of Approval.

    This Permit may be revoked, suspended or modified by the Planning Commission, or by the City Council on appeal, at any time regardless of who is the owner of the subject property or who has the right to possession thereof or who is using the same at such time, whenever, after a noticed hearing, and after the following findings are fully investigated:

    a. A violation of any term or condition not abated, corrected or rectified within the time specified on the notice of violation; or

    b. A violation of any City ordinance, state law, or federal law not abated, corrected or rectified within the time specified on the notice of violation; or

    c. The use as presently conducted creates or constitutes a nuisance.

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.

17. **Phasing.** A phasing plan shall be submitted for all projects which include more than one building. The phasing plan shall identify the order in which all on- and off-site improvements will be installed, including triggers for improvements resulting from mitigation measures placed on the project through the environmental review process or required for General Plan conformance. The plan shall also identify the order in which structures will be built and occupied, the location of construction fencing at each phase of construction, and any other means necessary to prevent conflicts between construction traffic and users of the occupied buildings. The phasing plan shall be approved by the City Planner, Building Official, City Engineer and Fire Marshal prior to the issuance of a grading permit for the project. The phasing plan shall not be modified without written consent from the City of Escondido.

B. Construction, Maintenance, and Operation Obligations:

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

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

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

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

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

4. **Signage.** All proposed signage associated with the Project must comply with Article 66 (Sign Ordinance) of the Escondido Zoning Code. Separate sign permits will be required for Project signage. All non-conforming signs shall be removed. The Applicant shall submit with any sign permit graphic/list of all signs to be removed and retained, along with any new signage proposed.

5. **Noise.** All Project generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08).

6. **Lighting.** All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting Ordinance) of the Escondido Zoning Code.

7. **General Property Maintenance.** The property owner or management company shall maintain the property in good visual and functional condition. This shall include, but not be limited to, all exterior elements of the buildings such as paint, roof, paving, signs, lighting and landscaping. The Applicant shall paint and re-paint all building exteriors, accessory equipment, and utility boxes servicing the Project, as necessary to maintain clean, safe, and efficient appearances.

8. **Anti-Graffiti.** The Applicant shall remove all graffiti from buildings and wall surfaces within 48 hours of defacement, including all areas of the job site for when the Project is under construction.

9. **Anti-Litter**. The site and surrounding area shall be maintained free of litter, refuse, and debris. Cleaning shall include keeping all publicly used areas free of litter, trash, and garbage.

10. **Roof, Wall, and Ground Level Equipment.** All mechanical equipment shall be screened and concealed from view in accordance with Section 33-1085 of the Escondido Zoning Code.

11. **Trash Enclosures.** All appropriate trash enclosures or other approved trash systems shall be approved by the Planning and Engineering Division. The property owner or management company shall be responsible for ensuring that enclosures are easily assessable for garbage and recyclables collection; and that the area is managed in a clean, safe, and efficient manner. Trash enclosure covers shall be closed when not in use. Trash enclosures shall be regularly emptied. There shall be the prompt removal of visible signs of overflow of garbage, smells emanating from enclosure, graffiti, pests, and vermin.

12. **Staging Construction Areas.** All staging areas shall be conducted on the subject property, subject to approval of the Engineering Department. Off-site staging areas, if any, shall be approved through the issuance of an off-site staging area permit/agreement.

13. **Disturbance Coordinator.** The Applicant shall designate and provide a point-of-contact whose responsibilities shall include overseeing the implementation of Project, compliance with Permit terms and conditions, and responding to neighborhood concerns.

14. **Construction Waste Reduction, Disposal, and Recycling.** Applicant shall recycle or salvage for reuse a minimum of 65% of the non-hazardous construction and demolition waste for residential projects or portions thereof in accordance with either Section 4.408.2, 4.408.3, or 4.408.4 of the California Green Building Standards Code; and/or for non-residential projects or portions thereof in accordance with either Section 5.408.1.1, 5.408.1.2, or 5.408.1.3 of the California Green Building Standards Code. In order to ensure compliance with the waste diversion goals for all residential and non-residential construction projects, the Applicant must submit appropriate documentation as described in Section 4.408.5 of the California Green Building Standards Code for residential projects or portions thereof, or Section 5.408.1.4 for non-residential projects or portions thereof, demonstrating compliance with the California Green Building Standards Code sections cited above.

15. **Construction Equipment Emissions.** Applicant shall incorporate measures that reduce construction and operational emissions. Prior to the City's issuance of the demolition and grading permits for the Project, the Applicant shall demonstrate to the satisfaction of the Planning Division that its construction contractor will use a construction fleet wherein all 50-horsepower or greater diesel-powered equipment is powered with California Air Resources Board ("CARB") certified Tier 4 Interim engines or equipment outfitted with CARB-verified diesel particulate filters. An exemption from this requirement may be granted if (i) the Applicant provides documentation demonstrating that equipment with Tier 4 Interim engines are not reasonably available, and (ii) functionally equivalent diesel PM emission totals can be achieved for the Project from other combinations of construction equipment. Before an exemption may be granted, the Applicant's construction contractor shall demonstrate to the satisfaction of the Director of Development Services that (i) at least two construction fleet owners/operators in San Diego County were contacted and those owners/operators confirmed Tier 4 Interim equipment could not be located within San Diego County during the desired construction schedule, and (ii) the proposed replacement equipment has been evaluated using the California Emissions Estimator Model ("CalEEMod") or other industry standard emission estimation method, and documentation provided to the Planning Division confirms that necessary project-generated functional equivalencies in the diesel PM emissions level are achieved.

16. **Phasing.** A phasing plan shall be submitted for all projects which include more than one building. The phasing plan shall identify the order in which all on- and off-site improvements will be installed, including triggers for improvements resulting from mitigation measures placed on the project through the environmental review process or required for General Plan conformance. The plan shall also identify the order in which structures will be built and occupied, the location of construction fencing at each phase of construction, and any other means necessary to prevent conflicts between construction traffic and users of the occupied buildings. The phasing plan shall be approved by the City Planner, Building Official, City Engineer and Fire Marshal prior to the issuance of a grading permit for the project. The phasing plan shall not be modified without written consent from the City of Escondido.

C. Parking and Loading/Unloading.

1. A minimum of 168 off-street parking spaces shall be provided at all times. Said parking spaces provided by the Applicant, and any additional parking spaces provided above the required minimum amount, shall be dimensioned per City standards and be maintained in a clean, well-marked condition. The striping shall be drawn on the plans or a note shall be included indicating double-striping per City standards.

2. Parking for disabled persons shall be provided (including "Van Accessible" spaces) in full compliance with the State Building Code.

3. No contractor or employee may store, or permit to be stored, a commercial or construction vehicle/truck; or personal vehicle, truck, or other personal property on public-right-of-way or other public property without permission of the City Engineer.

D. Landscaping: The property owner or management company assumes all responsibility for maintaining all on-site landscaping; any landscaping in the public right-of-way adjacent to the property, including potted plants; and any retaining and freestanding walls in a manner that satisfies the conditions contained herein.

1. Landscaped areas shall be maintained in a flourishing manner. Appropriate irrigation shall be provided for all landscape areas and be maintained in a fully operational condition.

2. All existing planting and planter areas, including areas within the public right-of-way, shall be repaired and landscaping brought into compliance with current standards. All dead plant material shall be removed and replaced by the property owner or management company.

3. If at the time of planning final inspection that it is determined that sufficient screening is not provided, the Applicant shall be required to provide additional landscaping improvements to the satisfaction of the Planning Division.

4. The landscaped areas shall be free of all foreign matter, weeds and plant material not approved as part of the landscape plan.

5. Failure to maintain landscaping and the site in general may result in the setting of a public hearing to revoke or modify the Permit approval.

6. Landscaping Plans. Applicant shall install all required improvements including screening walls, retaining walls, storm improvements, and landscaping in substantial conformance to the planting and irrigation schedule as shown on the final Approved Plan set.

a. A final landscape and irrigation plan shall be submitted to the Engineering Services Department for review and approval, if meeting any of the criteria listed under Section 33-1323 of the Zoning Code. Five copies of detailed landscape and irrigation plans shall be submitted to the Engineering Services Department with the second submittal lf the grading plan. The initial submittal of the landscape plans shall include the required plan check fees, paid in accordance with the prevailing fee schedule in effect at the time of submittal. Details of Project fencing and walls, including materials and colors, shall be provided on the landscape plans. (Building permits may also be required.) The landscape and irrigation plans shall be reviewed and approved by the Planning Division and Engineering Services Department prior to issuance of grading permits, and shall be equivalent or superior to the conceptual landscape plans included as part of the Approved Plan set, to the satisfaction of the Planning Division. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Landscape

Standards) of the Escondido Zoning Code, except where stricter requirements are imposed by the State of California.

b. Screening walls, retaining walls, storm improvements, and landscaping (i.e. planting and irrigation) is to be provided prior to final occupancy.

c. The installation of the landscaping and irrigation shall be inspected by the Project landscape architect upon completion. He/she shall complete a Certificate of Landscape Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The Applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.

d. Any new freestanding walls and/or retaining walls shall incorporate decorative materials or finishes, and shall be indicated on the landscaping plans. (Building permits may also be required.) All freestanding walls visible from points beyond the Project site shall be treated with a protective sealant coating to facilitate graffiti removal. The sealant shall be a type satisfactory to the Director of Development Services.

e. New or retrofitted trash enclosures shall accommodate vertical climbing plants, vines with support trellis panels, clinging non-deciduous or fast growing shrubbery that will screen the enclosures wall surface. The Director of Development Services shall find that the proposed landscaping design, material, or method provides approximate equivalence to the specific requirements of this condition or is otherwise satisfactory and complies with the intent of these provisions.

E. Specific Planning Division Conditions:

1. **Project Mitigation Measures and Project Features**

   i. The approval of the General Plan Amendment, Zone Map Amendment, Conditional Use Permit Modification, Design Review Permit, and Grading Exemption, called the Bethel Baptist Church (hereinafter referred to as "Project"), is subject granted subject to the approval of the Final Environmental Impact Report, and is subject to all Project features and mitigation measures contained therein. Applicant shall implement, or cause implementation of the Final EIR Mitigation Monitoring and Reporting Program, as provided as Exhibit "D" to Resolution No. 2026-185.

2. The following Grading Exemptions are approved under this approval:

   i. Fill Slopes and Retaining Walls up to 12'-0" in height adjacent to the easterly property line.
   ii. No further exemptions are approved.

3. No modifications to Planning Case No. 80-77-CUP are approved under this Conditional Use Permit Modification. A request to increase the number of enrollees, number of staff, or changes to the hours of operation will require a Conditional Use Permit modification.

4. Approval of the Conditional Use Permit modification does not included modifcations to the existing hours of operation for the existing religious facility or permit any temporary events. All temporary events are subject to Article 73 (Temporary Uses, Outdoor Display, and Sale of Retail Merchandise) of the Escondido Zoning Code.

F. Specific Fire Department Conditions:

1. Fire private underground, fire sprinkler, and fire alarm plans shall be deferred submtitals to Escondido Fire.

2. Min. hydrant fire flow of 1500 GPM at 20 PSI is required

3. Fire department connections (FDC's) shall in an approved locations and within 40ft of a fire hydrant.

G. Specific Engineering Division Conditions:

GENERAL

1. The Developer/Property Owner shall provide the City Engineer with a current Title Report covering subject property.

2. The Boundary Adjustment required to reconfigure the two (2) existing parcels that the Bethel Baptist currently owns into two (2) newly configured parcels with a new common boundary as depicted on the project plans, shall be completed and recorded prior to issuance of any permits.

3. The location of all existing on-site and adjacent utilities and/or any drainage facilities shall be determined by the Developer's engineer. If a conflict occurs with the proposed project or improvements, arrangements for relocation of the conflicting utilities/facilities shall be made with the owner of the utility/facility prior to approval of the Grading plans. This utility/facility relocation work to remove the conflict shall be completed prior to issuance of Building Permits for the specific building or facility that was in conflict.

4. Improvement plans prepared by a Civil Engineer are required for all public street and utility improvements and a Grading/Private Improvement plan prepared by a Civil Engineer is required for all grading, drainage and private onsite improvement design. All required final engineering plan sets with reports shall be submitted for review simultaneously through the City's virtual Engineering plan review portal with each uploaded separately and include all items on the Engineering Initial Submittal Checklists. Landscaping Plans shall be prepared by a Landscape Architect and likewise submitted through the virtual Engineering plan review portal. The City will screen check these initial submittals including the Engineer's Cost Estimates and from these post the Initial Plan Review fees that must be paid before full reviews will commence.

5. The Developer shall post securities in accordance with the City prepared Bond and Fee Letter based on a final Engineer's Estimate of Grading and Improvements Cost prepared by the project engineer. The Developer is required to provide a Cash Clean Up deposit for all grading, landscaping, private Improvements and onsite drainage improvements prior to approval of Grading Plans and issuance of a Grading Permit. This Cash Clean Up Deposit amount shall be 10% of the total cost of the project private improvements, drainage and landscaping. The Developer is required to provide Performance (100% of total public improvement cost estimate), Labor and Material (50% of total public improvement cost estimate) and Guarantee and

Warrantee (10 % of total public improvement cost estimate) bonds for all public improvements prior to approval of the Improvement Plans and issuance of Building Permits. All improvements shall be completed prior to issuance of a Certificate of Occupancy.

6. All final engineering plans for the construction of all required off-site and on-site improvements and grading shall be approved and surety bonds and agreements in a form acceptable to the City Attorney shall be posted by the Developer with the City of Escondido prior to issuance of any Building Permits.

7. If site conditions change adjacent to the proposed development prior to completion of the project, the Developer will be responsible to modify his/her improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer. This condition particularly applies to the area along this project's new westerly boundary now shared with the concurrently developing apartment project where the existing church sanctuary building is located.

8. All project construction shall be constructed in a manner that does not damage existing public improvements. Any damage to existing public imporvements shall be determined by and corrected by the Developer to the satisfaction of the City Engineer.

9. A PDF of the Certified Plot Plan as presented to the Planning Commission and approved by the City Council together with any changes shall together with a PDF of the adopted final conditions of approval be uploaded with each of the initial Final Engineering plan submittals.

STREET IMPROVEMENTS AND TRAFFIC

1. The Project's two (2) new entrances off of Brotherton Road shall be improved with alley-type driveway aprons in accordance with Escondido Standard Drawing No. G-5-E with minimum throat widths of 28 feet and 35 feet respectively.

2. All on-site driveways and parking areas shall be private. Typical sections, alignments, curb return, and design details shall be to the satisfaction of the City Engineer, Development Services Director, and City Fire Marshal. The private street improvements shall include, but not be limited to, the construction of concrete curb or curb and gutter, concrete sidewalks with ADA pedestrian ramps, concrete cross gutters, asphalt paving over aggregate base.

3. All paving and concrete materials for public and private roadways shall adhere to the most recent Caltrans Standard specifications for asphalt concrete (AC), hot mix asphalt (HMA), asphalt binders (AB), and Portland cement concrete (PCC). Materials shall be sourced from a Caltrans-approved facility or supplier(s) based off the respective materials being replaced or improved upon. For AC or HMA replacement, materials shall be sourced from suppliers listed on the Caltrans "Asphalt Supplier Certification Program", or on the Caltrans "Job Mix Formula Prequalification Program", respectively. For AB replacement, materials shall be Caltrans-approved Class 2 Aggregate Base sourced from Caltrans-approved suppliers listed on the Caltrans "Aggregate Prequalification Program". All PCC shall have undergone the Caltrans Material Plant Quality Program (MPQP) to obtain their respective Plant Certification, and shall be listed on the MPQP "List of Active Plants in the State".

4. The curb returns for the private internal drive aisles shall be designed and constructed with 10' minimum radius and a minimum 28' radius on roadways for which the Fire Marshal has determined the need for emergency vehicle access.

5. The address of each building shall either be posted in such a manner that the address is clearly visible from Brotherton Road. The address shall be placed in a manner and location approved by the City Engineer, Development Services Director, and Fire Marshal.

6. The existing public LED street light near the Project's westerly entrance must be relocated behind the new alley-type driveway apron in accordance with Escondido Standard Drawing E-1-E.

7. A new public LED street light shall be installed on the westerly side of the Project's easterly entrance behind the new alley-type driveway apron in accordance with Escondido Standard Drawing E-1-E.

8. The current mid-block crossing of Brotherton Road on the project's frontage shall be relocated to just west of the Project's easterly entrance and shall be constructed as a high-visibility school zone cross walk with new pedestrian ramps on both sides of Brotherton Road together with the installation of a Rapid Red-flashing Beacon.

9. The Developer may be responsible for a 1-1/2" grind and 2" asphalt concrete overlay of portions of Brotherton Road due to the construction of the new alley-type driveway aprons and the utility trenches necessary to serve this project. The determination of the extent of the overlay shall be to the satisfaction of the City Engineer.

10. The Developer's Traffic engineer shall prepare and submit for approval by the City Engineer a complete final Signing and Striping plan for all improved and modified roadways. The Developer will be responsible for removal of all existing and the construction of all new signing and striping in compliance with the current CA MUTCD standards and to the satisfaction of the City Engineer.

11. For the duration of the project construction and at project completion, the Developer shall repaint all pavement striping and markings adjacent to the project that have been damaged and prematurely faded due to the project construction traffic to the satisfaction of the City Engineer.

12. Adequate horizontal sight distance shall be provided at the project entrances. Increased parkway widths and restrictions on landscaping may be required at the discretion of the City Engineer.

13. The Developer shall design and construct pedestrian access routes meeting current ADA requirements into the project and along project frontages to the satisfaction of the City Engineer and City Building Official.

14. The Developer will be required to provide a detailed detour and traffic control plan, for all construction and staging activities, and for any temporary 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.

GRADING and ONSITE PRIVATE IMPROVEMENTS

1. A site grading and erosion control plan prepared by a registered Civil Engineer shall be approved by the Engineering Department prior to issuance of building permits. The first submittal of the grading plan shall be accompanied by three copies of the preliminary soils and geotechnical report. The Soils Engineer will be required to indicate in the soils report that they have reviewed the grading design and found it to be in conformance with their recommendations.

2. All private driveways and parking areas shall be paved with a minimum of 3" asphalt concrete over 6" of aggregate base or 7" Portland cement concrete over 6" aggregate base. All paved areas exceeding 15% slope or less than 1.0% shall be paved with Portland cement concrete. Subject to approval by the Fire Marshal, the areas designated as bus parking may be allowed to be constructed as a pervious gravel/aggregate surface layer over geofabric and approved base and contained with either redwood header or concrete curbing.

3. Any proposed retaining walls not a part of the building foundations or stem walls shall be shown on and permitted as part of the site grading plan. Profiles and structural details shall be shown on the site grading plan and the Soils Engineer shall state on the plans that the proposed retaining wall design is in conformance with the recommendations and specifications as outlined in the Geotechnical report. Structural calculations shall be submitted for review by a Consulting Engineer for all walls not covered by Regional or City Standard Drawings. The Developer will be required to pay for all required third party structural engineering review of these structural calculations and details. Stem walls, foundation structures, or deepened footings that are to be constructed as part of a building structure will be permitted as part of the Building Department plan review and Building Permit process.

4. All retaining walls and screen walls, stairs and raised landings shall be constructed completely within the Project property and shall not encroach into the public R/W.

5. The Developer will be required to obtain permission from adjoining property owners for any off-site grading or other work necessary to construct the project and/or the required improvements, or the Developer shall modify the project design so the construction in question is contained within the project's property lines.

6. 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.

7. The Developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other location(s) approved by the City Engineer.

8. A Construction General Permit is required from the State Water Resources Control Board for all storm water discharges associated with a construction activity where clearing, grading, and excavation results in a land disturbance of one or more acres.

9. Any blasting operations performed in connection with the improvement of the project shall conform to the City of Escondido Blasting Operations Ordinance.

10. All existing foundations, structures, trees not otherwise designated "to remain" on the Plot plan, shall be removed or demolished from the site.

DRAINAGE

1. Final on-site and off-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a Drainage Study to be prepared by the Engineer of Work. The drainage study shall be in conformance with the City of Escondido Design Standards.

2. All on-site storm drains are private. The responsibility for maintenance of these storm drains shall be that of the Property Owner.

3. The project shall limit drainage flows to their pre-construction rates. Details and calculations for any detention basins shall be submitted and approved as part of the grading plan check.

4. A Final Storm Water Quality Management Plan (SWQMP) in compliance with the City's latest adopted Storm Water Design Manual shall be prepared for all newly created or replaced onsite impervious areas, impervious frontage, and required offsite improvements. The SWQMP shall be submitted for approval with the final improvement and grading plans. The SWQMP shall include treatment calculations, post-construction storm water treatment measures, and maintenance requirements.

5. All site drainage with emphasis on the parking and driveway areas shall be treated to remove expected contaminants. The City of Escondido highly encourages the use of bio-retention areas where possible as the primary method of storm water retention and treatment. The landscape plans will need to reflect these areas of storm water treatment.

6. The Developer will be required to have the current Property Owner sign, notarize, and record a Storm Water Control Facility Maintenance Agreement.

7. All storm water treatment and retention facilities and their drains including modular wetlands, bio-retention basins and planters, any permeable paver areas shall be considered private. The responsibility for maintenance and repair of all project constructed/installed post construction storm water treatment facilities both onsite and in the adjacent public right-of-way shall be that of the Property Owner.

8. The Developer shall design and construct any permeable surfaces proposed for the project to the specifications of the version of the County of San Diego Green Streets manual approved by the County at the time the grading permits are issued. All permeable surfaces within the project footprint that are subject to vehicular traffic shall be designed for H20 loading.

9. The Property Owner shall perpetually maintain any permeable surfaces in accordance to the standards established by the County of San Diego Green Streets manual in effect at the time the grading permits are issued. City shall have the right to inspect all permeable surfaces as needed to ensure they function as designed. City shall have the right to require qualified third-party testing at the property owner's expense when surface failure is suspected. Contractor qualifications are outlined in the County of SD Green Streets manual. The Property Owner will be required to repair or reinstall the permeable surface for all failing surfaces to County of SD Green Streets manual standards in place at the time of the grading permit. In the

event of failure to maintain the permeable pavers system that result in not functioning as designed, the project owner will be responsible to replace the pervious pavers system with an alternate method of storm water treatment system or will be required to transition the project to a priority storm water development project by complying with the applicable requirements, including development of a Storm Water Quality Management Plan and the installation of structural best management practices.

WATER SUPPLY – Rincon del Diablo Water District

1. The proposed project is located within the Rincon Del Diablo water service area. The Developer is required to consult with Rincon Del Diablo Water District regarding any required water improvements necessary to provide water and fire service for the project.

2. Fire hydrants together with an adequate water supply shall be installed at locations approved by the Fire Marshall.

3. 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. The property owner shall be responsible for all maintenance of these private fire suppression water lines and appurtenances.

4. All on-site water lines and backflow prevention devices beyond the water meter shall be considered a private water system. Although private and approved by separate building plans and building permit(s), all of these private water lines shall be shown for reference and review on the various final engineering plan sets. The property owner shall be responsible for all maintenance of these private water lines and appurtenances.

SEWER

1. The Developer is required at their sole expense to design and construct an on-site public 8-inch PVC sewer main. This on-site public sewer main shall connect to the existing 8-inch sewer main in Brotherton Road with a new manhole and extend within the easterly driveway entrance and within the project drive aisles to serve both existing classroom buildings and the new church sanctuary building. All public sewer mains shall be located under asphalt or concrete pavement and not under curbs, gutters, medians or sidewalks.

2. 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.

3. All sewer laterals shall be considered a private sewer system and shall be designed and constructed per the current City of Escondido Design Standards and Standard Drawings and per the current Uniform Plumbing Code. Sewer laterals less than 8-inches in diameter shall connect to the sewer main. Sewer laterals 8-inches and larger shall be connected to the public sewer at a manhole. The Property Owner shall be

responsible for all maintenance of sewer laterals to the public sewer main. The location of all sewer laterals shall be shown on the grading and improvement plans.

4. Any sewer mains and related appurtenances shall be designed and constructed per current City of Escondido Design Standards and Standard Drawings and to the satisfaction of the Utilities Engineer.

5. The project design shall be such that all existing or new sewer manholes are accessible at all times by City Vactor trucks for maintenance.

6. The Developer shall cap and plug at the public sewer main all sewer lines and laterals to be abandoned, to the satisfaction of the Utilities Engineer and the City Inspector.

7. All public sewer mains shall be located in the right-of-way or within a minimum 20-foot public utility easement (PUE). Private storm drains, private utilities and permanent structures are not allowed within the PUE.

LANDSCAPING

1. Site landscaping and irrigation plan(s) for the project and for all right-of-way areas along the project frontages shall be prepared by a Licensed Landscape Architect and submitted to the Engineering Department with the second submittal of the grading plans for review and approval by Engineering and Planning Departments. The initial submittal of the landscape plans shall include the required plan check fees.

EASEMENTS AND DEDICATIONS

1. All private and public easements affecting subject property both proposed and existing to remain shall be shown, delineated, dimensioned, and clearly labeled on all final engineering and building plan sets.

2. The Developer shall grant by separate deed all necessary public easements to the City including Public Utility Easements and Fire Access Easements.

3. A 20-foot-wide public utility easement shall be granted to the City of Escondido covering all proposed public sewer mains within the project.

4. The Developer is responsible for making the arrangements to quitclaim any easements of record which conflict with the proposed development prior to approval of the final map. If an easement of record contains an existing utility that must remain in service, proof of arrangements to quitclaim the easement once new utilities are constructed must be submitted to the City Engineer prior to approval of the Final Map. Building permits will not be issued for buildings in which construction will conflict with existing easements or utilities, nor will any securities be released until the existing easements are quitclaimed.

   Material necessary for processing a dedication or easement shall include: a current grant deed or title report, a legal description and plat of the dedication or easement signed and sealed by a person authorized to practice land surveying (document size) and traverse closure tapes. The City will prepare all final documents.

SURVEYING AND MONUMENTATION

1. All property corners shall be verified to be monumented by a person authorized to practice land surveying and a Record of Survey Map (or Corner Record if appropriate) shall be recorded if new monuments need to be set.

CASH CLEAN-UP DEPOSITS and FEES

1. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public or private property and improvements, install Best Management Practices devices and materials, and stabilize and/or close-up a non-responsive or abandoned project. Any moneys used by the City for cleanup or damage will be drawn from this security and the grading permit will be revoked by written notice to the Developer until the required cash security is replaced. The cleanup cash security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, retaining walls, walls, drainage facilities, landscaping and irrigation, and best management practices items of work up to a maximum of $50,000, unless a higher amount is deemed necessary by the City Engineer.

2. The Developer shall be required to pay all development fees of the City then in effect at the time, and in such amounts as may prevail when Building Permits are issued.

UTILITY UNDERGROUNDING AND RELOCATION

1. Any existing overhead utilities within the project boundary or along fronting street rights-of-way shall be relocated underground as required by the City's Subdivision and Undergrounding Ordinances.

2. The Developer shall sign a written agreement stating that they have made all such arrangements as may be necessary to coordinate and provide utility construction, relocation and undergrounding. All new utilities shall be constructed und

ORDINANCE NO. 2026-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING AN AMENDMENT TO THE CITYWIDE ZONING MAP TO CHANGE THE DESIGNATION OF THE 14.83-ACRE PROJECT SITE FROM RE-20 TO R-5 TO SUPPORT THE ALEXAN AND BETHEL BAPTIST PROJECT

APPLICANT: TRAMMELL CROW RESIDENTIAL (C/O GREG MOSIEVE)

CASE NO: PL23-0273/PL23-0274/PL23-0275/PL23-0276/PL25 0275/PL26-0010/PL26-0219

The City Council of the City of Escondido, California does ordain as follows:

SECTION 1. The City Council makes the following findings:

a) Trammell Crow Residential ("Applicant"), filed a land use development application, Planning Case Nos. PL23-0273/PL23-0274/PL23-0275/PL23-0276/PL25-0275/PL26-0010 ("Application") constituting a request for a General Plan Amendment to amend the land use for the property from Planned Office (PO) to Urban V (U5); a Zone Map Amendment to change zoning from Residential Estates (RE-20) to Very High Multiple Family District (R-5-30); a Major Plot Plan and Design Review Permit for construction of 258 multi-family units, inclusive of a Density Bonus Request ("Alexan"); a Conditional use Permit modification and Design Review Permit to modify an existing Conditional Use Permit and to demolish and reconstruct a sanctuary hall for approximately 600 individuals ("Bethel Baptist Church"); and a Grading Exemption to permit fill slopes and retaining walls up to 12'-0" in height, and an Adjustment Plat to adjust property boundaries to facilitate construction ("Project") on a 14.83-acre site located at 855 Brotherton Road, Escondido, CA (APN: 236-333-41-00/236-333-53-00), in the Residential Estates (RE-20) zone; and

b) The subject property is all that real property described in Exhibit "A," which is attached hereto and made a part hereof by this reference as though fully set forth herein (“Property”); and

c) The Application was submitted to, and processed by, Planning Services 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

d) The Planning Services of the Development Services Department completed its review and scheduled a public hearing the Project before the Planning Commission for August 11, 2026, at which interested persons were given the opportunity to appear and present their views with respect to said Project. Following the public hearing, the Planning Commission’s motion to adopt Resolution No. 2026-08 failed to pass; however staff’s recommendation to approve remains unchanged.

SECTION 2. Proper notices of a public hearing have been given and public hearing in compliance with the Government Code Section 65854 and Article 61, Division 6 of the Escondido Zoning Code have been given and public hearings have been held before the Planning Commission and City Council on this issue.

SECTION 3. The City Council did on December 2, 2026 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 December 2, 2026, which along with its attachments, is incorporated herein by this reference as though fully set forth herein.

d) Additional information submitted during the public hearing.

SECTION 4. ENVIRONMENTAL REVIEW. Pursuant to the California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 et seq.), the State CEQA Guidelines (Article 14 of the California Code of Regulations Section 15000 et. seq.), the City is the lead agency for the Project, as the public agency with the principal responsibility for approving the proposed Project.

Pursuant to CEQA, a Final Environmental Impact Report (SCH No. 2023090610) relative to the Project was prepared and the City Council has certified it, along with adopting the CEQA Findings of Facts, and the Mitigation Monitoring and Reporting Program per City Council Resolution No. 2026-185.

SECTION 5. That upon consideration of the Findings of Fact/Factors to Be Considered, attached as Exhibit "B," and incorporated herein by this reference as though fully set forth, the December 2, 2026 City Council staff report, the based on the totality of the record and evidence described and referenced in this Resolution, the City Council desires at this time and deems it to be in the best public interest to **approve** the Zone Map Amendment, as depicted in Exhibit "C," in furtherance of the Project generally described in the City Council staff report, dated December 2, 2026. In order for zoning and other measures to comply with consistency requirements, the General Plan itself must first be complete and adequate and must be internally consistent.

SECTION 6. The City Council has approved a General Plan Amendment to enable adoption of the proposed Urban V (U5) zoning district, per City Council Resolution No. 2026-186.

SECTION 7. A Rezone or text/map changes to the Citywide Zoning Map is necessary to provide consistency between the General Plan, Municipal Code, and Zoning Code. That the Citywide Zoning Map is hereby amended to change the zoning on the subject site from Residential Estates (RE-20 – 20,000 square foot minimum lot size) to Very High Multifamily Residential (R-5), as set forth in Exhibit “C” and incorporated herein by reference as though fully set forth.

SECTION 8. All references within this Ordinance to "Applicant," "Developer," or "Subdivider" 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 9. SEVERABILITY. If any section, subsection sentence, clause, phrase, or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 10. As of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 11. Concurrently with this Ordinance, the City Council is taking a number of actions in furtherance of the Project, as generally described by the December 2, 2026, City Council staff report. No single component of the series of actions made in connections with the Project shall be effective unless and until it is approved by an Ordinance or Resolution and is procedurally effective within its corporate limits as a statue in the manner provided by state law. Therefore, this Ordinance shall become effective after final passage and public as required by law, and operative only if City Council Resolution No. 2026-185 and Resolution No. 2026-186 are approved.

SECTION 12. The City Council authorizes all subsequent action to be taken by City Officials consistent with this Ordinance.

SECTION 13. The City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation for the City of Escondido.

SECTION 14. The Ordinance shall become effective 30 days from the date of the passage.

Exhibit "A"

Legal Description

PARCEL 1:

THE WESTERLY 150.00 FEET OF LOT 1 IN BLOCK 3 OF HOMELAND ACRES ADDITION TO ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 1205, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 1, 1909.

PARCEL 2:

ALL OF LOTS 1 AND 4 IN BLOCK 3 OF HOMELAND ACRES ADDITION TO ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1205, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 1, 1909.

EXCEPTING FROM SAID LOT 1, THE WESTERLY 150.00 FEET THEREOF.

ALSO EXCEPTING FROM SAID LOT 4, THE EASTERLY 264.00 FEET THEREOF.

ALSO EXCEPTING THAT PORTION LYING WITHIN THE NORTHERLY 13.00 FEET OF SAID LOTS 1 AND 4.

APN: 236-333-41-00 (Affects Parcel 1)
APN: 236-333-53-00 (Affects Parcel 2)

Exhibit "B"

Findings of Fact/Factors to Be Considered

Zone Map Amendment Findings (PL26-0219) (Section 33-1263 of Article 61 Administration and Enforcement of the Escondido Zoning Code)

The City Council has reviewed the record, including applicable CEQA findings, and make the following findings in approving the Zone Map Amendment:

1. *That the public health, safety and welfare will not be adversely affected by the proposed change;*

As discussed in the Planning Commission staff report, dated August 11, 2026, the Project includes a request to amend the Citywide Escondido Zoning Map to change the existing zoning from Residential Estates (RE-20: 20,000 square-foot [sq. ft]) to Very High Multiple Family District (R-5-30). The Project was reviewed by the City's Staff Development Committee comprised of the following disciplines: Planning, Engineering, Building and Safety, Fire, Utilities, and Environmental Programs. The Project would introduce a residential land use, and has been conditioned to comply with the requirements of the Escondido Municipal Code, and Escondido Zoning Code. The proposed use would not affect the public health, safety, and welfare in that the Project has been conditioned to comply with the City's standards related to the provision of water, sewer, roadway improvements, and other required utilities.

2. *That the property involved is suitable for the uses permitted by the proposed zone;*

The entirety of the Project site is approximately 14.63 acres, and following the adjustment of the existing property boundaries, the Alexan will occupy 7.92-acres on its own parcel while the Bethel Baptist Church will occupy 6.68-acres. The property is suitable for the uses allowed by the proposed zone in that the resulting parcels will meet the minimum lot size requirements, and frontage requirements required by Article 6 (Residential Zones) of the Escondido Zoning Code.

3. *That the uses permitted by the proposed zone would not be detrimental to surrounding properties;*

The Project site is primarily surrounded by single-family residences to the east, south, and west, while there is an existing educational facility to the north. This area of the City is predominately surrounded by the Suburban and Estate II land use designations; however, there are several areas that were identified as Planned Office (PO) in the adopted 2012 General Plan. The Project would redesignate the Property from PO to Urban V (U5) therefore introducing multi-family residential uses to the area, in addition to redevelopment of the Bethel Baptist Church. Generally, the uses permitted by the proposed zone (i.e. residential and limited nonresidential uses) are consistent with the allowed uses in the surrounding properties.

4. *That the proposed change is consistent with the adopted general plan;*

As detailed in the Planning Commission staff report, dated August 11, 2026, the Project includes a General Plan Amendment to amend the land use designation from PO to U5 which would allow development of the Project. The proposed changed under the Zone Map Amendment is necessary to create consistency with the proposed General Plan Amendment; therefore, upon approval of the General Plan Amendment, the proposed changed would be consistent with the adopted 2012 General Plan.

5. *That the proposed change of zone does not establish a residential density below 70% of the maximum permitted density of any lot or parcel of land previously zoned R-3, R-4, or R-5 unless the exceptions regarding dwelling unit density can be made pursuant to the provisions set forth in Article 6;*

The proposed Zone Map Amendment does not establish a residential density below 70% of the maximum permitted density of any lot or parcel of land previously zoned R-3, R-4, or R-5 in that the Property is currently zoned RE-20. Upon approval of the Zone Map Amendment, the Project would be rezoned to R-5-30, and would not be developed at a residential density below 70% of the maximum permitted density.

6. *That the relationship of the proposed change is applicable to specific plans.*

The Property is not identified as being within a Specific Plan in the adopted 2012 General Plan. Therefore, this finding is not applicable.

Exhibit "C"

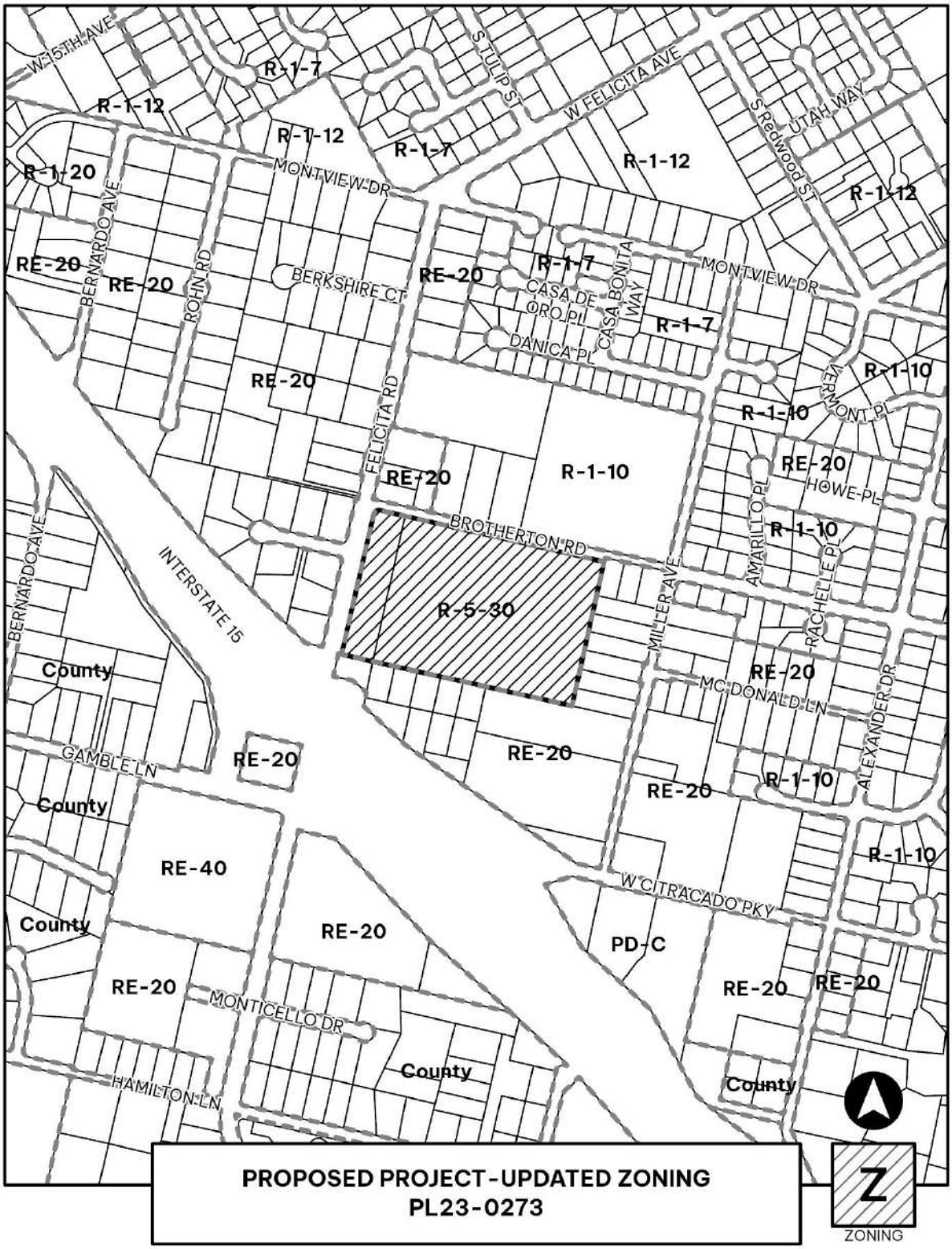
Escondido Citywide Zone Map Amendment

The parcels associated with the proposed Zone Map Amendment (PL26-0219) is as follows:

APN	Existing Zoning District	Proposed Land Use Designation
236-333-41-00	Residential Estates (RE-20)	Very High Multiple Family Residential (R-5-30)
236-333-53-00	Residential Estates (RE-20)	Very High Multiple Family Residential (R-5-30)

The Escondido Citywide Zoning Map, and as attached hereto and made a part hereof, is amended for the parcel referenced above. The subject parcel will carry the zoning district of R-5-30 as depicted in the image below.

The City Clerk is hereby authorized and directed to change any chapter numbers, article numbers, and section numbers in the event that the adoption of the Zone Map Amendments reveals that there is a conflict, in order to avoid confusion.


W 15TH AVE
R-1-7
R-1-12
S 1ST LP ST
W FELICITA AVE
S Redwood ST
UTAH WAY
R-1-12
R-1-12
R-1-7
R-1-12
R-1-20
MONTVIEW DR
BERNARDO AVE
ROHN RD
RE-20
RE-20
BERKSHIRE CT
RE-20
R-1-7
CASA DE ORO PL
CASA BONITA WAY
MONTVIEW DR
DANICA PL
R-1-7
R-1-10
VERMONT PL
RE-20
FELICITA RD
R-1-10
R-1-10
RE-20
HOWE PL
RE-20
BROTHERTON RD
AMARILLO PL
R-1-10
INTERSTATE 15
R-5-30
MILLER AVE
RACHELLE PL
BERNARDO AVE
County
RE-20
MCDONALD LN
ALEXANDER DR
GAMBLE LN
RE-20
RE-20
RE-20
R-1-10
County
RE-40
R-1-10
W CITRACADO PKY
County
RE-20
PD-C
RE-20
RE-20
RE-20
MONTICELLO DR
HAMILTON LN
County
County
PROPOSED PROJECT-UPDATED ZONING
PL23-0273
Z
ZONING

CITY of ESCONDIDO

FUTURE AGENDA

12/9/2026 - INSTALLATION CEREMONY

CURRENT BUSINESS - (Z. BECK) - CERTIFICATION OF NOVEMBER 3, 2026 GENERAL MUNICIPAL ELECTION RESULTS

CURRENT BUSINESS - (Z. BECK) - PRESENTATION OF PLAQUE AND COMMENTS FROM OUTGOING OFFICIALS

CURRENT BUSINESS - (Z. BECK) - OATH OF OFFICE AND COMMENTS FROM NEWLY ELECTED OFFICIALS

CURRENT BUSINESS - (Z. BECK) - APPOINTMENT OF DEPUTY MAYOR

CURRENT BUSINESS - (Z. BECK) - REVIEW AND UPDATE OF CURRENT COUNCIL SUBCOMMITTEE MEMBER ASSIGNMENTS

12/16/2026 - CANCELLED

12/30/2026 - NO MEETING