



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 15, 2021

4:00 PM - Closed Session

5:00 PM - Regular Session

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

WELCOME TO YOUR CITY COUNCIL MEETING

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

MAYOR

Paul McNamara

DEPUTY MAYOR

Michael Morasco (District 4)

COUNCILMEMBERS

Consuelo Martinez (District 1)

Tina Inscoe (District 2)

Joe Garcia (District 3)

CITY MANAGER

Sean McGlynn

CITY ATTORNEY

Michael McGuinness

CITY CLERK

Zack Beck

HOW TO WATCH

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

In Person



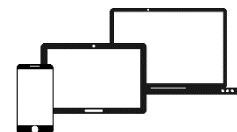
201 N. Broadway

On TV



Cox Cable Channel 19 and U-verse Channel 99

Online



www.escondido.org



CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 15, 2021

HOW TO PARTICIPATE

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

In Person



Fill out Speaker Slip and Submit to City Clerk

In Writing



<https://www.escondido.org/agenda-position.aspx>

ASSISTANCE PROVIDED

If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 760-839-4643. Notification 48 hours prior to the meeting will enable the city to make reasonable arrangements to ensure accessibility. Listening devices are available for the hearing impaired – please see the City Clerk.





CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 15, 2021

CLOSED SESSION

4:00 PM

CALL TO ORDER

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

ORAL COMMUNICATIONS

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

CLOSED SESSION

1. **Conference with real property negotiator (Government Code §54956.8)**
 - a. **Property:** 272 E. Via Rancho Pkwy, Escondido
 - b. **City Negotiator:** Sean McGlynn, City Manager, or designee
 - c. **Negotiating Party:** Larry Green, L. Green Investment & Development, LLC
 - d. **Under Negotiation:** Price and Terms of Lease

ADJOURNMENT



CITY *of* ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 15, 2021

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

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

FLAG SALUTE

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

CALL TO ORDER

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

PROCLAMATIONS

National Drunk and Drugged Driving Prevention Month, December, 2021

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) -



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 15, 2021

2. APPROVAL OF WARRANT REGISTER (COUNCIL) -

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

a. 358428 - 358623 dated November 23, 2021

b. 358624 - 358747 dated December 1, 2021

Staff Recommendation: Approval (Finance Department: Christina Holmes)

3. APPROVAL OF MINUTES: Regular Meeting of December 1, 2021

4. ADOPTION OF RESOLUTION NO. 2021-167 APPROVING RECOGNIZED OBLIGATION PAYMENT SCHEDULE ("ROPS22-23") FOR JULY 2022 THRU JUNE 2023 -

Request the City Council approve the Recognized Obligation Payment Schedule (ROPS 22-23) so that the Successor Agency may continue to make payments due for enforceable obligations.

Staff Recommendation: Approval (Finance Department: Christina Holmes)

a. Resolution No. 2021-167

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

Request the City Council receive and file the annual and five-year Reports on Capital Funds Funded by Developer Fees for the Fiscal Year Ended June 30, 2021.

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

6. CONVERSION OF TAX-EXEMPT BONDS FOR THE FINANCING OF WINDSOR GARDENS APARTMENTS -

Request the City Council approve the conversion of tax-exempt bonds used for the financing of Windsor Gardens Apartments to a City-owned seller-carryback loan.

Staff Recommendation: Approval (Community Development Department: Adam Finestone)

a. Resolution No. 2021-184

7. FIFTH AMENDMENT TO THE CONSULTING AGREEMENT FOR THE LAKE WOHLFORD DAM REPLACEMENT PROJECT -

Request the City Council approve authorizing the Mayor to execute a Fifth Amendment to the Consulting Agreement with Black & Veatch Corporation for the Lake Wohlford Dam Replacement Project.

Staff Recommendation: Approval (Utilities Department: Christopher McKinney)

a. Resolution No. 2021-188



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 15, 2021

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.)

8. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING CHAPTER 14 OF THE MUNICIPAL CODE PERTAINING TO SOLID WASTE AND RECYCLING -

Approved on December 1, 2021 with a vote of 5/0.

a. Ordinance No. 2021-15 (Second Reading and Adoption)

9. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING CHAPTER 22 OF THE MUNICIPAL CODE PERTAINING TO WASTEWATERS, STORMWATERS, AND RELATED MATTERS -

Approved on December 1, 2021 with a vote of 5/0.

a. Ordinance No. 2021-16 (Second Reading and Adoption)

PUBLIC HEARINGS

10. TEFRA HEARING FOR HERITAGE PARK APARTMENTS AND APPROVAL OF ASSUMPTION OF REGULATORY AGREEMENT -

Request the City Council approve the issuance of up to \$68,000,000 in revenue bonds by the California Municipal Finance Authority ("CMFA") for the purchase and renovation of Heritage Park Escondido at 2549 E Valley Pkwy and approval of the assumption of an existing Regulatory Agreement by the new owners.

Staff Recommendation: Approval (Community Development Department: Adam Finestone)

a. Resolution No. 2021-185

b. Resolution No. 2021-189



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 15, 2021

CURRENT BUSINESS

11. UNCLASSIFIED SERVICE SCHEDULE, SALARY PLANS, AND BUDGET ADJUSTMENT -

Request the City Council approve to amend and re-establish the salary schedule for the Unclassified and Management groups and the Part-Time Hourly Compensation Plan.

Staff Recommendation: Approval (Human Resources Department: Jessica Perpetua)

a. Resolution No. 2021-172

b. Resolution No. 2021-173

12. APPOINTMENT OF DEPUTY MAYOR -

Request the City Council approve to appoint Councilmember Tina Inscoe to serve as Deputy Mayor in accordance with Ordinance No. 2020-28.

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

13. BOARDS AND COMMISSIONS POLICY UPDATE -

Request the City Council approve recommendations from the Boards and Commissions Subcommittee.

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

a. Ordinance No. 2021-14 (First Reading and Introduction)

14. REVENUE MEASURE SUBCOMMITTEE REPORT -

Request the City Council receive and file an update from the Revenue Measure Subcommittee.

Staff Recommendation: Receive and File (Councilmembers: Mayor Paul McNamara and Deputy Mayor Michael Morasco)

15. CITY COUNCIL MEMBER AND MAYOR COMPENSATION -

Request the City Council consider approval of Ordinance No. 2021-13 amending Section 2-28(a) of the Escondido Municipal Code to increase the salary for the City Councilmembers and Mayor up to five percent per year from effective date of the last approved increase, all effective on the date the City officials elected in 2022 are sworn into office.

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

a. Ordinance No. 2021-13 (First Reading and Introduction)



CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, DECEMBER 15, 2021

FUTURE AGENDA

16. FUTURE AGENDA

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

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

CITY MANAGER'S WEEKLY ACTIVITY REPORT

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

ORAL COMMUNICATIONS

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

ADJOURNMENT

UPCOMING MEETING SCHEDULE

Wednesday, January 12, 2022 4:00 & 5:00 PM Regular Meeting, *Council Chambers*

Wednesday, January 26, 2022 4:00 & 5:00 PM Regular Meeting, *Council Chambers*

SUCCESSOR AGENCY

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



Consent Item No. 1

December 15, 2021

A F F I D A V I T S

O F

I T E M

P O S T I N G

CITY COUNCIL STAFF REPORT

Consent Item No. 2

December 15, 2021

File No. 0400-40

SUBJECT: Approval of Warrants

DEPARTMENT: Finance Department

RECOMMENDATION:

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

358428 – 358623 dated November 23, 2021

358624 – 358747 dated December 1, 2021

FISCAL ANALYSIS:

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

November 18 – November 23, 2021, is \$ 1,724,307.45

November 24 – December 1, 2021, is \$ 1,775,083.67

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

REGULAR SESSION

5:00 PM Regular Session

MOMENT OF REFLECTION

Zack Beck, City Clerk

FLAG SALUTE

Michael Morasco, Deputy Mayor

CALL TO ORDER

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

PRESENTATION

Police Reserve Officer Retirement

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

CONSENT CALENDAR

Motion to approve all consent calendar items: Morasco; Second: Garcia; Vote: Approved 5-0

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council) -**
Request the City Council approve the City Council and Housing Successor Agency warrant numbers:
 - a. 358096 - 358315 dated November 9, 2021
 - b. 358316 - 358427 dated November 17, 2021

Staff Recommendation: Approval (Finance Department: Christina Holmes)



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

3. **APPROVAL OF MINUTES: Regular Meeting of November 17, 2021**

4. **CONSULTING AGREEMENT FOR EMPLOYEE BENEFITS INSURANCE BROKER SERVICES -**

Request the City Council approve authorizing the Mayor to execute a Consulting Agreement with HUB International Employee Benefits for Benefits Insurance Broker Services. (File No. 0600-10, A-3392)

Staff Recommendation: Approval (Human Resources Department: Jessica Perpetua)

a. Resolution No. 2021-175

5. **EKG CARDIAC MONITOR PURCHASE -**

Request the City Council approve authorizing the Mayor to execute a Public Service Agreement ("PSA") with Zoll Medical Corporation for the purchase of six EKG Cardiac Monitors, associated equipment and supplies, maintenance agreement and data subscription. (File No. 0600-10, A-3393)

Staff Recommendation: Approval (Fire Department: Rick Vogt)

a. Resolution No. 2021-179

6. **PURCHASE ONE TYPE THREE WILDLAND BRUSH ENGINE FROM BOISE MOBILE EQUIPMENT INC. OF BOISE, IDAHO -**

Request the City Council approve authorizing the Fleet Services Division to purchase one (1) Type 3 Boise Mobile Equipment wildland brush engine from Boise Mobile Equipment Inc. in the amount of \$399,872.73 through a Cooperative Purchase Contract with the State of California, Contract No. 1-17-23-21B. The State of California cooperative purchase price includes all taxes, delivery, operator and mechanic training, and all associated fees. (File No. 0600-10)

Staff Recommendation: Approval (Public Works Department: Joseph Goulart)

a. Resolution No. 2021-182



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

7. PURCHASE THREE MEDIX AMBULANCES FROM REPUBLIC EMERGENCY VEHICLE SALES (REPUBLIC-EVS) THROUGH SOUTHWEST AMBULANCE SALES OF KENNEDALE, TEXAS -

Request the City Council approve authorizing the Fleet Services Division to purchase three (3) Medix Ambulances from Republic-EVS through Southwest Ambulance Sales in the amount of \$786,290.26 through a Cooperative Purchase Contract with the Houston Galveston Area Council (HGAC), Contract No AM10-20. The HGAC purchase price includes all taxes, delivery, operator and mechanic training, and all associated fees. (File No. 0600-10)

Staff Recommendation: Approval (Public Works Department: Joseph Goulart)

a. Resolution No. 2021-181

8. PURCHASE THREE SUTPHEN MONARCH FIRE ENGINES FROM SUTPHEN INC. OF DUBLIN, OHIO

Request the City Council approve authorizing the Fleet Services Division to purchase three (3) Sutphen Monarch fire engines from Sutphen Inc. in the amount of \$2,452,493.03 through a cooperative purchase contract with Sourcewell, Contract No. 022818-SUT. The cooperative purchase price through Sourcewell includes all taxes, delivery, operator and mechanic training, apparatus inspections in Dublin Ohio, and all associated fees. (File No. 0600-10)

Staff Recommendation: Approval (Public Works Department: Joseph Goulart)

a. Resolution No. 2021-180

9. JOINT-USE PARKING AGREEMENT WITH CLASSICAL ACADEMY FOR USE OF PARKING SPACES IN A CITY-OWNED PARKING LOT ON THE SOUTH SIDE OF WOODWARD AVENUE, LOCATED AT 251 WOODWARD AVENUE (PL21-0026) -

Request the City Council approve authorizing the Director of Community Development to execute a Joint-Use Parking Agreement with Classical Academy for the use of up to 33 parking spaces in the City-owned Woodward Avenue parking lot located at 251 Woodward Avenue. (File No. 0600-10)

Staff Recommendation: Approval (Community Development Department: Adam Finestone)

a. Resolution No. 2021-186



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

10. ACCEPTANCE OF \$3,375 SAN DIEGO SENIORS COMMUNITY FOUNDATION HOLIDAY GRANT -

Request the City Council approve authorizing the Communications and Community Services Department to accept up to \$3,375 in grant funds from the San Diego Seniors Community Foundation, and approve the budget adjustment needed to expend the funds. These funds will be utilized to provide holiday-themed meals, events and activities to the older adults in Escondido. (File No. 0480-70)

Staff Recommendation: Approval (Communications and Community Services Department: Joanna Axelrod)

- a. Resolution No. 2021-187

CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)

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

PUBLIC HEARINGS

11. CONSIDERATION OF A RESOLUTION OF NECESSITY FOR THE ACQUISITION OF A DRAINAGE EASEMENT OVER A PORTION OF FELICITA COUNTY PARK IDENTIFIED AS A COUNTY ASSESSOR PARCEL NO. 238-380-06-00 -

Request the City Council approve adopting Resolution No. 2021-174 making the requisite findings under California law to acquire certain real property through eminent domain proceedings to expand existing drainage facilities located in, on or upon Felicita County Park in connection with the Oak Creek residential development project. (File No. 0690-50)

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

- a. Resolution No. 2021-174

Tom Bosworth - Expressed opposition to this item.

Steve Ruffner - Expressed support for this item.

Deborah Mosley - Expressed opposition to this item.

Jacob Armstrong - Expressed opposition to this item.

Yusseff Miller - Expressed opposition to this item.

Christine Nava - Expressed opposition to this item.



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

Laura Hunter - Expressed opposition to this item.

Patricia Borchmann - Expressed opposition to this item.

Dan Townsend - Expressed opposition to this item.

Doreen Reagle - Expressed opposition to this item.

Escondido Neighbors United - Expressed opposition to this item.

North County Sierra Club - Expressed opposition to this item.

J. Peter Randolph - Expressed opposition to this item.

Pamela and John Heatherington - Expressed opposition to this item.

Rebecca Randolph - Expressed opposition to this item.

Motion to approve: Morasco; Second: Inscoe; Approved: 4-1 (Martinez - No)

12. AMENDMENT TO ESCONDIDO MUNICIPAL CODE CHAPTER 14 PERTAINING TO SOLID WASTE AND RECYCLING, AND CHAPTER 22 PERTAINING TO WASTEWATERS, STORMWATERS, AND RELATED MATTERS -

Request the City Council approve amending Chapters 14 (Garbage and Rubbish) and 22 (Wastewaters, Stormwaters, and Related Matters) of the Escondido Municipal Code. (File No. 0680-50)

Staff Recommendation: Approval (Utilities Department: Christopher McKinney)

a. Ordinance No. 2021-15 (First Reading and Introduction)

b. Ordinance No. 2021-16 (First Reading and Introduction)

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



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

CURRENT BUSINESS

13. WEST 7TH AVENUE AND SOUTH BROADWAY WATER MAIN REPLACEMENT PROJECT: BID AWARD, CONSULTING AGREEMENT, AND BUDGET ADJUSTMENT-

Request the City Council approve 1) Authorizing the Mayor to execute a Public Improvement Agreement with the lowest responsive and responsible bidder for the construction of the West 7th Avenue and South Broadway Water Main Replacement Project; 2) Authorizing the Mayor to execute a Consulting Agreement for Construction Management Services; and 3) Approve a Budget Adjustment. (File No. 0600-10, A-3383, A-3394)

Staff Recommendation: Approval (Utilities Department: Christopher McKinney)

a. Resolution No. 2021-159

b. Resolution No. 2021-161

Motion to approve: Garcia; Second: Morasco; Approved: 5-0

14. CITY OF ESCONDIDO INDEPENDENT REDISTRICTING COMMISSION UPDATE AND BUDGET ADJUSTMENT -

Request the City Council receive and file an update regarding the Independent Redistricting Commission and approve a budget adjustment in the amount of to be determined by the City Council for enhanced public outreach. (File No. 0430-80)

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

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

WORKSHOP

15. HOMELESSNESS AND TRANSIENCY UPDATE -

Request the City Council receive and file a presentation outlining the status of services provided to the homeless and at risk of homeless population in the City of Escondido. Information will be presented on the current City contracts as well as other service providers within the City of Escondido. The goal is to convey the services available and identified challenges due to a lack of resources.

Staff Recommendation: Receive and File (City Manager's Office: Rob Van De Hey)



CITY of ESCONDIDO

COUNCIL MEETING MINUTES

FUTURE AGENDA

16. FUTURE AGENDA

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

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

COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

Inscoe - Attended San Dieguito River Park JPA Meeting.

Morasco - Attended a Revenue Measure Subcommittee Meeting. Thanked the Church of Rancho Bernardo for their volunteer service at Kit Carson Park

Garcia - Attended an Economic Development Subcommittee Meeting.

Martinez - Toured Cal State San Marcos.

McNamara - Attended an Economic Development Subcommittee Meeting. Congratulated Yussef Miller for receiving a proclamation from County Supervisor Lawson-Rehmer.

CITY MANAGER'S WEEKLY ACTIVITY REPORT

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

ORAL COMMUNICATIONS

None.

ADJOURNMENT

Mayor McNamara adjourned the meeting at 8:36 p.m.

MAYOR

CITY CLERK

CITY COUNCIL STAFF REPORT

Consent Item No. 4

December 15, 2021

File No. 0440-35

SUBJECT: Adoption of Resolution No. 2021-167 Approving Recognized Obligation Payment Schedule (ROPS22-23) for July 2022 thru June 2023

DEPARTMENT: Finance Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2021-167 to approve the Recognized Obligation Payment Schedule (ROPS22-23) so that the Successor Agency may continue to make payments due for enforceable obligations.

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. 2020-166 to approve the Recognized Obligation Payment Schedule (ROPS21-22) was approved by the City Council on December 16, 2020.

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,

Resolution No. 2021-167 Approving Recognized Obligation Payment Schedule (ROPS 22-23)
 December 15, 2021
 Page 2

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. The state dissolution laws also provided for the appointment of an Oversight Board. The Oversight Board to the Redevelopment Agency included seven members that were appointed by their specific entities within the former Escondido Redevelopment Project Area. Oversight Board members were appointed by the County of San Diego, the San Diego County Board of Supervisors, Palomar Community College, the Escondido School Districts, Palomar Pomerado Hospital District, and two representatives from the City of Escondido. Members of the Oversight Board have a fiduciary responsibility to the holders of enforceable obligations to ensure payment of obligations and specific duties to oversee the Successor Agency in its efforts to wind down the former redevelopment agency's operations.

Pursuant to Health and Safety Code Section 34179(j), on July 1, 2018, one Countywide Oversight Board ("Countywide OB") was created and has replaced the oversight boards previously created by all successor agencies in San Diego County. 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 2022 through June 2023 ("Exhibit A" to Resolution No. 2021-167) lists one enforceable obligation of the Redevelopment Agency:

ROPS21-22 Item #7 – 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

Resolution No. 2021-167 Approving Recognized Obligation Payment Schedule (ROPS 22-23)
December 15, 2021
Page 3

was limited to a future, expected stream of tax increment, cities often loaned agencies both staff and funding to get redevelopment projects started. Agreements to borrow funds from cities constituted an indebtedness of the agency and this indebtedness could be paid out of taxes levied in the project area and allocated to the agency under subdivision (b) of Health and Safety Code Section 33670 or out of any other available funds.

By Escondido Community Development Commission (“CDC”) Resolution 1985-07, the Traffic Impact Fund loaned the Redevelopment Agency \$200,000 for certain Nordahl Bridge improvements. Per HSC Section 34171(d)(2), loan agreements entered into between the RDA and the City within two years of the date of the creation of the RDA may be deemed to be enforceable obligations. The Escondido Commission was formed in 1984 by Resolution No. 84-213. The Loan Agreement under Community Development Commission Resolution No. 85-7 was entered into with the first two years of the date of creation in 1985 and the funds were advanced within the first two years of creation. Therefore, on December 18, 2012, this Loan was recognized by the Department of Finance to be an enforceable obligation of the Successor Agency. 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.

The Loan Repayment to the Traffic Impact Fund is the final enforceable obligation of the Escondido Successor Agency. When all enforceable obligations of a successor agency are retired or paid off, all real property has been disposed of, and all outstanding litigation has been resolved, a successor agency will formally dissolve. Dissolution of the Successor Agency would result in additional property tax revenue to the City of approximately \$1.3 million annually.

The City requested and was approved to repay this loan using available “Other Funds” held by the Successor Agency on ROPS19-20 under City Council Resolution No. 2018-186 and County OB Resolution No. OB-2019-005. After the ROPS19-20 had been approved and submitted to the Department of Finance, the School Districts contacted the County Oversight Board to voice their concerns regarding the requested repayment of the Traffic Impact loan given their claim to an anticipated revenue stream derived from a settlement of claims in 2009 (the “2009 Settlement Agreement” or “Agreement”).

The 2009 Settlement Agreement was entered into among the CDC, the City of Escondido, the Escondido Union School District, the Escondido Union High School District, and San Diego County Superintendent of Schools. It was intended to resolve a dispute between these parties regarding the previously anticipated tax revenue payments to the School Districts. To resolve the dispute between the parties, the 2009 Settlement Agreement adjusted the formulas and manner in which the School Districts were to receive tax increment revenue from the CDC. This Agreement projected that the School Districts would receive tax-sharing payments from the CDC until Fiscal Year 2035/36. This date was based on tax increment projections which estimated when the CDC would be able to pay off all debt owed by it which, in 2009, included Community Development Commission Bonds, the Traffic Impact Loan, Housing Set Aside Loan, and the City Loan to the General Fund. Of course, at that time,

Resolution No. 2021-167 Approving Recognized Obligation Payment Schedule (ROPS 22-23)
December 15, 2021
Page 4

none of the parties knew that redevelopment agencies like the CDC would be dissolved pursuant to state law and all of the issues that have arisen with the wind-down of these complicated entities.

The School Districts contend that the Successor Agency's payment in full of the Traffic Impact Loan would result in an early termination of the School Districts' pass-through payments that were "promised" through Fiscal Year 2035/36 under the Agreement. The payment in full of the Traffic Loan required by the Department of Finance would have the unintended consequence of changing the end date of School District pass-through payments from FY 2035/36, reducing the tax revenue that the School Districts would receive under the 2009 Settlement Agreement. At this time, the School Districts continue to receive contractual pass-through payments from the County Auditor-Controller based on the 2009 Settlement Agreement.

To allow time for both the City and the School Districts to find a long-term solution to this issue, the City and the Successor Agency entered into an Interim Settlement Agreement with the School Districts and City staff have delayed the full repayment of the Traffic Impact Loan. Listed in ROPS22-23 (Exhibit A) is a request for payment of \$150,000, which will result in an ending loan balance of \$959,515 including accrued interest. This will allow City staff to continue to work with the School Districts on a solution for the distribution of tax increment revenue to both entities.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Christina Holmes, Director of Finance

12/8/21 10:48 a.m.

ATTACHMENTS:

1. Resolution No. 2021-167
2. Resolution No. 2021-167 – Exhibit "A"

RESOLUTION NO. 2021-167

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 2022 THRU JUNE 2023
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 2022 to June 2023, which is attached hereto as Exhibit "A" and incorporated by this reference.

Recognized Obligation Payment Schedule (ROPS 22-23) - Summary
Filed for the July 1, 2022 through June 30, 2023 Period

Successor Agency: Escondido

County: San Diego

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	22-23A Total (July - December)	22-23B Total (January - June)	ROPS 22-23 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ 150,000	\$ -	\$ 150,000
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	150,000	-	150,000
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ -	\$ -	\$ -
F RPTTF	-	-	-
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 22-23) - ROPS Detail

July 1, 2022 through June 30, 2023

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)					22-23A Total	ROPS 22-23B (Jan - Jun)					22-23B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$959,515		\$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.	959,515	N	\$150,000	-	-	150,000	-	-	\$150,000	-	-	-	-	-	\$-
10	Employee Costs-Admin. Fee	Admin Costs	07/01/2011	06/30/2021	Employees of City of Escondido	Administration	Esc. Redev.	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
29	Reinstatement of loans made by the City to the former RDA	City/County Loan (Prior 06/28/11), Cash exchange	04/26/2017	06/30/2023	City of Escondido	Repayment of loans made to former RDA by the City of Escondido		-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-

Escondido

Recognized Obligation Payment Schedule (ROPS 22-23) - Report of Cash Balances

July 1, 2019 through June 30, 2020

(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 19-20 Cash Balances (07/01/19 - 06/30/20)	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 07/01/19) RPTTF amount should exclude "A" period distribution amount.			127,148	1,101,561		Reserve Balance = \$111,002 used to pay obligations on ROPS19-20; \$12,889 used to pay obligations on ROPS20-21 and \$3,256 used to pay obligations on ROPS21-22
2	Revenue/Income (Actual 06/30/20) RPTTF amount should tie to the ROPS 19-20 total distribution from the County Auditor-Controller				269,759	3,461,324	Income is due to interest earnings on available cash balances and the repayment of housing loans
3	Expenditures for ROPS 19-20 Enforceable Obligations (Actual 06/30/20)			111,002	-	3,458,199	\$111,002 PPA used to pay obligations on ROPS19-20
4	Retention of Available Cash Balance (Actual 06/30/20) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)			16,146	1,117,561		Reserve Balance = \$12,889 is used to pay enforceable obligations on ROPS20-21 and \$3,256 used to pay obligations on ROPS21-22. Other Funds = \$1,066,000 used to pay obligations on ROPS20-21 and \$51,561 used to pay obligations on ROPS21-22

Pursuant to Health and Safety Code section 34177 (I), 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 19-20 Cash Balances (07/01/19 - 06/30/20)	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	
5	ROPS 19-20 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 19-20 PPA form submitted to the CAC		No entry required			3,125	Bond expense and Administrative cost savings in fiscal year 2019-2020
6	Ending Actual Available Cash Balance (06/30/20) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$253,759	\$-	

Escondido
Recognized Obligation Payment Schedule (ROPS 22-23) - Notes
July 1, 2022 through June 30, 2023

Item #	Notes/Comments
7	
10	Health and Safety Code Section 34171(b)(3) limits the fiscal year Administrative Cost Allowance to three percent of actual Redevelopment Property Tax Trust Fund (RPTTF) distributed in the preceding fiscal year reduced by the Successor Agency's administrative cost allowance and loan repayments made to the City. The remaining enforceable obligations listed on the ROPS Schedule are for the repayments of City loans. As a result, the Agency's maximum Administrative Cost Allowance is \$0.
29	The final loan repayment was made in FY2021/22 with the funding approved on ROPS21-22. The obligation has been paid in full.

CITY COUNCIL STAFF REPORT

Consent Item No. 5

December 15, 2021

File No. 0400-93

SUBJECT: Annual Financial Report on Capital Funds Funded by Development Impact Fees per Government Code Section 66006

DEPARTMENT: Finance Department

RECOMMENDATION:

It is requested that the City Council receive and file the annual and five-year Financial Report on Development Impact Fees.

FISCAL ANALYSIS:

There is no fiscal impact from this action.

PREVIOUS ACTION:

The annual report for the Fiscal Year ending June 30, 2020, was brought to the City Council on December 15, 2020. The Five-Year Report was brought to City Council on December 7, 2016.

BACKGROUND:

Government Code Section 66006 requires local agencies that impose Development Impact Fees to follow certain accounting procedures for tracking fee revenue received and to prepare an annual and five year report that make certain findings. The Fiscal Year June 30, 2021 Financial Information Report (Attachment "1") provides the information required by the Government Code for the four Development Impact Fees that meet this reporting requirement: Park Development, Traffic Impact, Storm Drain, and Public Facilities. These fees are accounted for in separate funds, and each fund earns and accumulates interest. No refunds have been made nor are any required.

The 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 73 percent and 86 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 was adopted by the City Council for Fiscal Years 2021/22-2025/26.

Annual Financial Report on Developer Fees
December 15, 2021
Page 2

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Christina Holmes, Director of Finance

12/8/21 4:09 p.m.

ATTACHMENTS:

1. Attachment "1"- Financial Information Report
2. Attachment "2"- Five Year Report
3. Attachment "3"- Park Facilities to Accommodate Growth
4. Attachment "4"-Traffic Impact Fee Improvements to Accommodate Growth
5. Attachment "5"- Drainage Improvements to Accommodate Growth
6. 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, 2021 Financial Information Report**

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

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

For the fiscal year ended June 30, 2021 there were no refunds of development fees pursuant to the code. For more information regarding timelines, future uses, and history on the capital projects designated by the City Council in these funds, see the City of Escondido's Five Year Capital Improvement Program and Budgets, which are available on the City of Escondido's website or at the City Clerk's reference desk.

PARK DEVELOPMENT FUND	Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenue ☐ Transfers-In	Capital Expenditures ☐ Transfers-Out	Ending Fund Balance
FUND 109	\$ 3,991,005	\$ 1,535,126	\$ 4,271	\$ -	\$ (600,663)	\$ 4,417,739

Par Fee:

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

Purpose:

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

Capital Expenditures and Transfers Out:

<u>Project No.</u>	<u>Expenditure Description</u>	<u>Expenditures</u>	<u>FYE 2021 Appropriation Balance</u>	<u>Fees as a % of Total Project's Funding</u>
501602	City Park Capital Improvements	21,400	15,014	100%
501810	City Skate Spots	122,960	305,662	100%
501002	Expanded Arena Sports	186,256	58,888	100%
508901	Grape Day Park CPTED Improvements	167	366,243	100%
501601	Grape Day Park Restrooms	205	2,111,925	100%
501501	Kit Carson Park Parking Lot Lights & Security	22,066	877,468	100%
501003	MVP Tennis Courts Resurfacing	28,470	12,210	100%
501102	NFC Fitness Courts	270,712	129,288	100%
501808	Play Equipment Shade Structure	15,500	78,124	100%
501903	Washington Park Improvements	-	6,000	100%
501809	Washington Park Parking Lot Expansion	20,926	354,683	100%
Total Expenditures and Appropriations:		\$ 600,663	\$ 4,315,505	

ATTACHMENT "1"
Capital Funds Funded by Development Impact Fees and Subject to Gov Code Sec 66006
Fiscal Year Ended June 30, 2021 Financial Information Report

TRAFFIC IMPACT FUND	Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenue □ Transfers-In	Capital Expenditures □ Transfers-Out	Ending Fund Balance
FUND 120	\$ 5,276,631	\$ 3,013,117	\$ 210,476	\$ -	\$ (196,730)	\$ 5,393,501

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

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

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

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

Capital Expenditures and Transfers Out:

Project No.	Expenditure Description	Expenditures	FYE 2021 Appropriation Balance	Fees as a % of Total Project's Funding
661901	Centre City Parkway Signals	-	350,000	100%
661001	Citracado, West Valley to Harmony Grove	181,226	5,532,654	14%
668901	Roadway Network Update	15,504	67,711	100%
Total Expenditures and Appropriations:		\$ 196,730	\$ 5,950,365	

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 \$990,638.

STORM DRAIN FUND	Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenue □ Transfers-In	Capital Expenditures □ Transfers-Out	Ending Fund Balance
FUND 227	\$ 726,540	\$ 461,122	\$ 11,131	\$ -	\$ (25,202)	\$ 1,211,999

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

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

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

Capital Expenditures and Transfers Out:

Project No.	Expenditure Description	Expenditures	FYE 2021 Appropriation Balance	Fees as a % of Total Project's Funding
671801	E Valley Pkwy & Midway Drainage Improvem	11,969	688,412	100%
679908	Storm Drain - La Honda Drive	-	200,001	100%
799501	Fees Available for Developer Reimbursements	13,233	-	100%
Total Expenditures and Appropriations:		25,202	888,413	

ATTACHMENT "1"
Capital Funds Funded by Development Impact Fees and Subject to Gov Code Sec 66006
Fiscal Year Ended June 30, 2021 Financial Information Report

PUBLIC FACILITIES FUNDS	Beginning Fund Balance	Developer Fee Revenue	Interest Earned	Other Revenue ☐ Transfers-In	Capital Expenditures ☐ Transfers-Out	Ending Fund Balance
FUNDS 243	\$ 7,203,699	\$ 2,166,725	\$ 20,712	\$ -	\$ (490,792)	\$ 9,900,344

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

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

Capital Expenditures and Transfers Out:			FYE 2021 Appropriation Balance	Fees as a % of Total Project's Funding
Project No.	Expenditure Description	Expenditures		
161102	Bleeding Control Stations	14,000	-	100%
128901	CAD Mapping Upgrade	-	345,000	100%
100239	Computer Aided Dispatch	-	80,036	100%
100239	Development Impact Fee Inflation	2,220	97,780	46%
121501	Downtown Public Wireless	738	-	100%
151701	Dumpster Enclosure Security Upgrades	21,545	3,349	100%
153009	GIS Public Internet Server	-	3,584	100%
128101	Interface Point CAD	47,597	5,903	100%
400901	Library Books & Circulating Materials	233,477	16,523	100%
408101	Library Expansion Project	-	100,000	100%
441801	PACC Entry Gate	8,873	-	100%
410001	PACC Fire Alarm Systems	-	80,000	100%
410002	PACC Security Improvements	15,752	-	100%
406001	Public Printing	59,736	20,264	100%
556501	Public Works Yard Relocation	-	4,919,722	23%
106702	RCS Financing	86,111	430,504	23%
601104	Traffic Signal Communication	744	359,256	23%
Total Expenditures and Appropriations:		\$490,792	\$6,461,923	

Interfund Loans:

During the fiscal year ended 2019, per resolution 2018-146, the public facilities fund established a loan to the California Center for the Arts (CCA) to expedite the purchase of a Sound System in the CCA Concert Hall. The initial loan amount was \$261,500 and is being repaid in monthly payments over 5 years. The loan is being repaid with an interest rate of 2.598%. The remaining balance on this loan as of June 30, 2021 is \$121,881.72.

During the fiscal year ended 2020, per resolution 2019-161, the public facilities fund established a loan to the California Center for the Arts (CCA) to finance Conference Center furnishings. The initial loan amount was \$100,000 and is being repaid in monthly payments over 5 years. The loan is being repaid with an interest rate of 3.069%. The remaining balance on this loan as of June 30, 2021 is \$73,203.75.

ATTACHMENT "2"
Capital Funds Funded by Developer Fees and Subject to Gov Code Sec 66006
Five Year Reporting - Fiscal Year Ended June 30, 2021

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 findings 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:

- a) Identify the purpose to which the fee is to be put.
- b) Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
- c) Identify all sources and amounts of funding anticipated to complete financing on incomplete improvements identified in paragraph (2) of subdivision (a).
- d) 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 109						
----------------------------------	--	--	--	--	--	--

Introduction:

Park Development fees were set on December 20, 2017 by Reso 2017-154 RR. 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 85.9% of the cost of said improvements. *Inflationary adjustments have been made each year, so that the percentage of costs funded are the same as when this was adopted in 2017.* The Park Development Fund currently has an ending fund balance of \$4,841,739 as of June 30, 2021, which has been programmed for construction of certain park facilities as detailed in the annual report.

Par Fee: \$6,986.29 per Dwelling Unit, \$6,663.76 per Dwelling Unit for Multi Family Development located in the Downtown Specific Plan Area

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. Specific park projects proposed for fee funding are shown in the attached worksheet.

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 \$43.5-Million. Therefore, the fee charged will fund approximately 85.9% 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 or General Funds. Alternatively, City Council could decide to adjust the Park Development Fee to cover a greater share of the park improvements. It is anticipated that these alternate sources will be identified and available prior to the 2035 Horizon Year identified in the General Plan.

Fully Funded Projects

Project No.	Expenditure Description	Current Status
508901	Grape Day Park CPTED Improveme.	Design and Construction anticipated FY23-FY24
501601	Grape Day Park Restrooms.	Design and Construction anticipated FY23-FY24
501501	KCP Parking Lot Lights & Security.	Design is complete. Construction anticipated to be complete in FY23
501102	NFC Fitness Courts.	Construction during FY 21/22 for completion by FY 22/23.
501809	Washington Park Parking Lot Ex.	Parking use will be monitored during FY22. If parking does not exceed demand, this project will be cancelled and funds returned to the fund balance.

ATTACHMENT "2"
Capital Funds Funded by Developer Fees and Subject to Gov Code Sec 66006
Five Year Reporting - Fiscal Year Ended June 30, 2021

TRAFFIC IMPACT FUND 120						
--------------------------------	--	--	--	--	--	--

Introduction:

Traffic Impact fees were set on December 20, 2017 by Reso 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 80% of the cost of said improvements. *Inflationary adjustments have been made each year, so that the percentage of costs funded are the same as when this was adopted in 2017.* The Traffic Impact Fee Fund currently has an ending fund balance of \$8,374,201 as of June 30, 2021, which has been programmed for construction of local road and Regional Arterial System facilities as detailed in the annual report.

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

Purpose:

To ensure that the traffic and transportation facility standards established by the City are met with respect to the additional needs created by such development. The anticipated cost of improvement of local streets as required by the latest adopted Circulation Element of the General Plan to accommodate future development is shown in the attached worksheet.

Relationship to Fee

Charged: The anticipated cost of local street improvements is \$123.1-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 \$98.5-Million in Local Traffic Fees. Therefore, the fees charged will fund approximately 80% 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. It is anticipated that these alternate sources will be identified and available prior to the 2035 Horizon Year identified in the General Plan.

Fully Funded Projects

Project No.	Expenditure Description	Current Status
661001	Citracado/Harmony Grv-WVP	Construction anticipated in FY23-FY24

ATTACHMENT "2"
Capital Funds Funded by Developer Fees and Subject to Gov Code Sec 66006
Five Year Reporting - Fiscal Year Ended June 30, 2021

DRAINAGE FACILITIES FUND 227						
-------------------------------------	--	--	--	--	--	--

Introduction:

Drainage Facility Fees were last adjusted on December 20, 2017 by Reso 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 remaining to be completed in order to meet development demands and demonstrates that development fees will pay approximately 73% of the drainage improvements identified as required to accommodate future development. *Inflationary adjustments have been made each year, so that the percentage of costs funded are the same as when this was adopted in 2017.* The Drainage Facility Fee Fund currently has an ending fund balance of \$1,181,999 as of June 30, 2021, which has been programmed for construction of drainage facilities as detailed in the annual report.

Drainage Facilities Fee: Single-Family Residential \$1,136.12 per Dwelling Unit, Non-Residential \$0.73 per sq. ft.

Multi-Family Residential \$469.22 per Dwelling Unit.

Purpose: To ensure that storm water drainage facilities meet the requirements established by the City's Drainage Master Plan as necessary to accommodate for future development. The specific improvements attributable to development are listed in the City's Drainage Master Plan.

Relationship to Fee

Charged: The anticipated cost of drainage improvements is \$69.5-Million, as detailed in attachment 5. The cost identified as required to accommodate development in 2017 is \$13.7-Million. Based on the current fee amount, the anticipated revenue to be collected through the Horizon Year of the General Plan (2035) is \$10-Million. Therefore, the fee charged will fund approximately 73% 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. It is anticipated that these alternate sources will be identified and available prior to the 2035 Horizon Year identified in the General Plan.

Fully Funded Projects:

There are no fully funded drainage projects.

ATTACHMENT "2"
Capital Funds Funded by Developer Fees and Subject to Gov Code Sec 66006
Five Year Reporting - Fiscal Year Ended June 30, 2021

PUBLIC FACILITIES FUNDS 243

Introduction:

Public Facility Fees were set on December 20, 2017 by Reso 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 77% of the cost of said improvements. *Inflationary adjustments have been made each year, so that the percentage of costs funded are the same as when this was adopted in 2017.* The Public Facility Fund currently has an ending fund balance of \$8,900,344 as of June 30, 2021, which has been programmed for construction of certain public facilities as detailed in the annual report. Unallocated balances of Public Facility Fees will be programmed in the next CIP budget.

Public Facility Fee:

Residential \$4,969.99 per Dwelling Unit.
Commercial \$2.25 per square foot, Industrial \$1.70 per square foot

Purpose:

To ensure that public facility standards established by the City are met with respect to the additional needs created by such development. (For public facilities such as Police, Fire, Library, etc.). Public facility projects proposed for fee funding are shown in the attached worksheet.

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 \$49.4-Million. Therefore, the fee charged and unallocated balance will fund approximately \$46.5-Million or 87% 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 or General Funds. Alternatively, City Council could decide to adjust the Public Facility Fee to cover a greater share of the public facility projects. It is anticipated that these alternate sources will be identified and available prior to the 2035 Horizon Year identified in the General Plan.

Fully Funded Projects

Project No.	Expenditure Description	Current Status
128901	CAD Mapping Upgrade	Implementation during FY22/23
100239	Computer Aided Dispatch	Implementation during FY22/23
153009	GIS Public Internet Server	Implementation during FY22/23
128101	Interface Point CAD	Implementation during FY22/23
410001	PACC Fire Alarm Systems	Implementation during FY21/22

ATTACHMENT "3"
PARK FACILITIES TO ACCOMODATE GROWTH

Item 5.

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

ATTACHMENT "3"
PARK FACILITIES TO ACCOMODATE GROWTH

Item 5.

New Pool	\$ 8,000,000	23%	\$ 1,840,000
New Trails (Mountain Bike & hiking)	\$ 2,000,000	100%	\$ 2,000,000
Mountain View: 1 Mountain Bike (\$1,000,000)			
Citywide trails (\$1,000,000)			
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
	<u>\$ 68,831,550</u>		<u>\$ 50,702,285</u>

ATTACHMENT "4"
TRAFFIC IMPROVEMENTS TO SUPPORT DEVELOPMENT

Item 5.

Street Name	From	To	Const Cost	ROW Cost	Total Cost
Auto Pkwy			\$ -	\$ -	\$ -
	SR78 EB ramps	Mission Ave	\$ -	\$ -	\$ -
	Mission Rd	Country Club Dr	\$ 358,150	\$ 114,000	\$ 472,150
	Citracado Pkwy	Enterprise St	\$ 305,370	\$ 97,200	\$ 402,570
	Enterprise St	Venture St	\$ 171,912	\$ 54,720	\$ 226,632
	Venture St	Andreasen Dr	\$ 617,149	\$ 196,440	\$ 813,589
Bear Valley Pkwy			\$ -	\$ -	\$ -
	Beethoven Dr	San Pasqual Rd	\$ 693,680	\$ 220,800	\$ 914,480
	San Pasqual Rd	Mary Ln	\$ 542,880	\$ 172,800	\$ 715,680
	Las Palmas	Sunset Dr	\$ 1,131,000	\$ 360,000	\$ 1,491,000
	Sunset Dr	City Limits	\$ 1,198,860	\$ 381,600	\$ 1,580,460
Bennett Ave	El Norte Pkwy	Rock Springs Rd	\$ 385,671	\$ 122,760	\$ 508,431
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
	Mission Ave	Washington Ave	\$ 501,410	\$ 159,600	\$ 661,010
	Mountain Meadow Rd	Jesmond Dene Rd	\$ 838,448	\$ 266,880	\$ 1,105,328
	Jesmond Dene Rd	Mesa Rock Rd	\$ 2,499,510	\$ 795,600	\$ 3,295,110
	Mesa Rock Rd	Ivy Dell Ln	\$ 716,300	\$ 228,000	\$ 944,300
	Ivy Dell Ln	Nutmeg St	\$ 577,564	\$ 183,840	\$ 761,404
	13th Ave	Felicita Ave	\$ 787,930	\$ 250,800	\$ 1,038,730
	Felicita Ave	Escondido Blvd	\$ 1,021,670	\$ 325,200	\$ 1,346,870
	Escondido Blvd	Citricado Pkwy	\$ 592,267	\$ 188,520	\$ 780,787
	Citracado Pkwy	I15 SB	\$ 615,264	\$ 195,840	\$ 811,104
Chestnut			\$ -	\$ -	\$ -
	5th Ave	9th Ave	\$ 580,580	\$ 184,800	\$ 765,380
	9th Ave	13th Ave	\$ 791,700	\$ 252,000	\$ 1,043,700
			\$ -	\$ -	\$ -
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
El Norte Pkwy	Nutmeg St	I-15 SB ramps	\$ -	\$ -	\$ -
	Centre City Pkwy	Escondido Blvd	\$ 113,100	\$ 36,000	\$ 149,100
		Bear Valley Pky/Valley Pkwy	\$ -	\$ -	\$ -
	Washington Ave		\$ -	\$ -	\$ -
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
Felicita Rd			\$ -	\$ -	\$ -
	CCP	Citracado Pkwy	\$ 1,885,000	\$ 600,000	\$ 1,550,000
	Citracado Pkwy	Hamilton Ln	\$ 245,050	\$ 78,000	\$ 323,050
	Centre City Pkwy	Escondido Blvd	\$ 335,530	\$ 106,800	\$ 442,330
Fig St	Lincoln Ave	Mission Ave	\$ 497,640	\$ 158,400	\$ 656,040
Grand Ave			\$ -	\$ -	\$ -
	Broadway	Juniper St	\$ -	\$ -	\$ -
	Juniper St	Valley Blvd	\$ -	\$ -	\$ -
	Ash St	Rose St	\$ -	\$ -	\$ -
Hale Ave			\$ -	\$ -	\$ -
	I-15 NB HOV offramp	Tulip St	\$ 61,451	\$ 19,560	\$ 81,011
	I-15 HOV offramp	Industrial Ave	\$ 237,510	\$ 75,600	\$ 313,110
	Industrial Ave	Auto Park Way	\$ 609,986	\$ 194,160	\$ 804,146
	9th Ave	11th Ave	\$ 247,878	\$ 78,900	\$ 326,778
Juniper St			\$ -	\$ -	\$ -
	5th Ave	9th Ave	\$ 552,305	\$ 175,800	\$ 728,105

ATTACHMENT "4"
TRAFFIC IMPROVEMENTS TO SUPPORT DEVELOPMENT

Item 5.

Street Name	From	To	Const Cost	ROW Cost	Total Cost
Lincoln Ave	13th Ave	15th Ave	\$ 282,750	\$ 90,000	\$ 372,750
	Chestnut St	13th Ave	\$ 50,895	\$ 16,200	\$ 67,095
			\$ -	\$ -	\$ -
	Ash St	Harding St	\$ 361,166	\$ 114,960	\$ 476,126
Midway Dr	Harding St	Rose St	\$ 631,852	\$ 201,120	\$ 832,972
	Rose St	Midway Dr	\$ 499,902	\$ 159,120	\$ 659,022
	Midway Dr	El Norte Pkwy	\$ 365,690	\$ 116,400	\$ 482,090
			\$ -	\$ -	\$ -
Mission Ave	Washington Ave	Valley Pkwy	\$ 595,660	\$ 189,600	\$ 785,260
	Mission Ave	Washington Ave	\$ 252,213	\$ 80,280	\$ 332,493
	Grand Ave	Oak Hill Dr	\$ 249,763	\$ 79,500	\$ 329,263
			\$ -	\$ -	\$ -
Oak Hill Dr Rock Springs Rd Rose St	Centre City Pkwy	Escondido Blvd	\$ 273,325	\$ 87,000	\$ 360,325
	Escondido Blvd	Broadway	\$ 497,640	\$ 158,400	\$ 656,040
	Rock Springs Rd	Quince St	\$ 497,640	\$ 158,400	\$ 656,040
	Quince St	Centre City Pkwy	\$ 226,200	\$ 72,000	\$ 298,200
	Fig St	Ash St	\$ 447,688	\$ 142,500	\$ 590,188
	Ash St	Harding St	\$ 158,906	\$ 50,580	\$ 209,486
	Harding St	Rose St	\$ 324,409	\$ 103,260	\$ 427,669
	Rose St	Midway Dr	\$ 496,698	\$ 158,100	\$ 654,798
	San Pasqual Valley Rd	Rose St	\$ -	\$ -	\$ -
	Lincoln Ave	Mission Ave	\$ 507,819	\$ 161,640	\$ 669,459
			\$ -	\$ -	\$ -
	Washington Ave	Valley Pkwy	\$ 493,870	\$ 157,200	\$ 651,070
Valley Pkwy	Valley Pkwy	Grand Ave	\$ 501,410	\$ 159,600	\$ 661,010
	Lincoln Ave	Mission Ave	\$ 499,525	\$ 159,000	\$ 658,525
			\$ -	\$ -	\$ -
		Quince St (one-way street)	\$ -	\$ -	\$ -
Washington Ave	Tulip St	Fig St	\$ -	\$ -	\$ -
	Hickory St	Date St	\$ -	\$ -	\$ -
	Fig St	Ash St	\$ -	\$ -	\$ -
	Date St	Hickory St	\$ -	\$ -	\$ -
	Juniper St	Fig St	\$ -	\$ -	\$ -
	Hickory St	Ash St	\$ -	\$ -	\$ -
	Fig St	Harding St	\$ -	\$ -	\$ -
	Ash St	Rose St	\$ -	\$ -	\$ -
5th Ave	Harding St	Escondido Blvd	\$ 343,070	\$ 109,200	\$ 452,270
9th Ave	Centre City Pkwy	Escondido Blvd	\$ 343,070	\$ 109,200	\$ 452,270
17th Ave	Tulip St	Quince St	\$ 544,765	\$ 173,400	\$ 718,165
	Del Dios Rd	Auto Park Way	\$ 188,500	\$ 60,000	\$ 248,500
	Juniper St	Encino Dr	\$ 862,199	\$ 274,440	\$ 1,136,639
			\$ 32,728,878	\$ 10,417,680	\$ 43,146,558
Estimates					
Bernardo Ave	11th Ave	Citricado Pkwy	\$ 871,320	\$ 524,000	\$ 1,395,320
Citracado Pkwy	Andreasen Dr	Kauana Loa Dr	\$ 12,500,000	\$ -	\$ 12,500,000
	Avenida del Diablo	Valley Pkwy	above	above	
	Greenwood Pl	I15	\$ 15,000,000	\$ 10,000,000	\$ 25,000,000
	I-15 NB ramps	Centre City Pkwy	\$ 10,110,000	\$ 3,822,000	\$ 13,932,000
Felicita Avenue	Tulip St	Citracado Pkwy	\$ 2,500,000	\$ 1,600,000	\$ 4,100,000
	Tulip St	Centre City Pkwy	above	above	
	Escondido Blvd	Juniper St	\$ 8,250,000	\$ 1,000,000	\$ 9,250,000
Lincoln Ave	Lincoln Pkwy (SR-78)	Fig St	\$ 5,500,000	\$ 5,300,000	\$ 10,800,000
	Fig St	Ash St	above	above	

TRAFFIC IMPROVEMENTS TO SUPPORT DEVELOPMENT

Item 5.

Street Name	From	To	Const Cost	ROW Cost	Total Cost
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
			\$ 57,631,320	\$ 22,346,000	\$ 79,977,320
				\$	123,124,000

ATTACHMENT "5"
DRAINAGE FEE PROJECTS ASSOCIATED WITH FUTURE GROWTH

Item 5.

Drainage Fee Funded 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
Anticipated Fees to be Collected	\$ 10,064,000	\$ 10,064,000
Percentage Funded by Fees	14.5%	73.4%

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

ATTACHMENT "5"
DRAINAGE FEE PROJECTS ASSOCIATED WITH FUTURE GROWTH

Item 5.

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 Facilities		\$ 17,459,415	\$	3,118,837

ATTACHMENT "6"
PUBLIC FACILITIES TO ACCOMMODATE GROWTH

Item 5.

	Projected Project to Build-Out	Percentage Related to Growth	Total Cost Related to Growth
PUBLIC FACILITIES TOTALS			
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
Complete Police Firing Range	3,400,000	100%	3,400,000
Next Gen Mobile & Portable Radios	1,450,000	23%	333,500
ADMIN □ TECHNOLOG□			

PUBLIC FACILITIES TO ACCOMMODATE GROWTH

Item 5.

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
LIBRARIES			
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

CITY COUNCIL STAFF REPORT

Consent Item No. 6

December 15, 2021

File No. 0440-20

SUBJECT: Conversion of Tax-Exempt Bonds for the Financing of Windsor Gardens Apartments

DEPARTMENT: Community Development Department
Housing & Neighborhood Services Division

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2021-184 authorizing the conversion of tax-exempt bonds used for the financing of Windsor Gardens Apartments, located at 1600 W. Ninth Avenue, Escondido ("Property"), to a City-owned carryback loan.

FISCAL ANALYSIS:

In 2019, the City of Escondido ("City") sold City-owned land located at 1600 W. Ninth Ave. to Windsor Gardens Housing Associates, L.P. ("CHW") for use as affordable housing for 55 years using a \$14,900,000 seller carryback note ("Seller Note") for the purchase price. This property was a general fund asset and proceeds from the Seller Note are not restricted for affordable housing. CHW applied for and received Low-Income Housing Tax Credit financing ("4% Tax Credits") for the rehabilitation of the Property and a pay down of the Seller Note. This financing required the City to convert the Seller Note to a tax-exempt bond ("Tax-Exempt Bond") during the construction period. The construction period is now complete and the loan no longer needs to comply with tax-exempt financing requirements in order to maintain the 4% Tax Credit. CHW has requested the loan be converted into a new carryback loan ("City Note"). This action will eliminate approximately \$5,400 in fees paid to monitor compliance with the Tax-Exempt Bond requirements annually, accelerating payment of the City loans. Terms of the loan, including maturity date and interest rate, would remain the same.

PREVIOUS ACTION:

On January 12, 1977, the City Council adopted Resolution No. 77-8 authorizing a 50-year ground lease of City owned land in the vicinity of Ninth and Hale Avenue to Escondido Senior Housing Corporation ("ESHC") for the purpose of constructing a 132-unit senior housing complex with affordable rents for low-income seniors.

On June 16, 2010, the Community Development Commission of the City of Escondido ("CDC") adopted Resolution CDC No. 2010-04 authorizing a loan not to exceed \$915,000 from the Low-Moderate Income Housing Asset fund ("Affordable Housing Loan") to ESHC for the Windsor Gardens apartments to pay off an existing first mortgage.

On January 25, 2012, the City Council adopted Resolution No. 2012-16 electing to serve as the Successor Housing Agency of the CDC ("SHA").

Conversion of Tax-Exempt Bonds for the Financing of Windsor Gardens Apartments
December 15, 2021
Page 2

On October 10, 2018, the City Council adopted Resolution No. 2018-163R authorizing the Mayor and City Clerk to execute a Memorandum of Understanding ("MOU") with the ESHC and an ENA with CHW regarding the potential sale of the Property.

On August 7, 2019, the City Council adopted Resolution No. 2019-117 approving the various agreements related to the sale, transfer of ground lease and financing of the Property to CHW, adopted Resolution No. 2019-118 approving an affordable housing loan to CHW in support of the acquisition, conducted a public hearing pursuant to the Tax Equity and Fiscal Responsibility Act ("TEFRA") to approve the issuance of one or more series of revenue bonds by the California Municipal Finance Authority ("CMFA") as part of a plan to finance the project, adopted Resolution No. 2019-119 approving CMFA's issuance of revenue bonds, and adopted Resolution No. 2019-120 authorizing the execution of a Subscription Agreement and the future purchase of tax-exempt bonds.

BACKGROUND:

In 2019, the City sold 1600 W. Ninth Ave. to CHW for the purpose of preserving the affordability of the Property. Concurrently, ESHC sold CHW the 132-unit affordable housing complex on the City-owned land. CHW financed the purchase of the Property with the \$14,900,000 Seller Note and the \$915,000 Affordable Housing Loan. The \$14,900,000 Seller Note was partially paid with funds from the 4% Tax Credits award for the rehabilitation. The Seller Note was refinanced with a \$10,800,000 bond in 2020.

Construction has been completed and CHW is requesting that the City convert the tax-exempt bonds back to a conventional seller-carry back loan for the remainder of the life of the loan. The new City Note will include all accrued interest and payments to date and a new City Deed of Trust will be recorded against the Property. The City will execute a new subordination agreement to keep the loans in their current positions (amortizing permanent loan in first position, City Note in second position, City Affordable Housing loan in third).

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Adam Finestone, Interim Director of Community Development
12/8/21 11:26 a.m.

ATTACHMENTS:

1. Resolution 2021-184
2. R2021-184 Exhibit "A" City Promissory Note
3. R2021-184 Exhibit "B" City Deed of Trust

RESOLUTION NO. 2021-184

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, NECESSARY AGREEMENTS, LOAN DOCUMENTS AND DEEDS FOR THE REFINANCE OF TAX-EXEMPT BONDS IN RELATION TO WINDSOR GARDENS

(1600 W Ninth Avenue, Escondido, CA)

WHEREAS, the City Council authorized the sale of certain real property, addressed as 1600 W. Ninth Ave., currently used as affordable senior housing, located on West Ninth Avenue and Windsor Place, known as Windsor Gardens Apartments (the “Property”) to Community HousingWorks and its related entity, Windsor Gardens Housing Associates, L.P (“Buyer”); and

WHEREAS, a portion of the financing for the sale of the Property includes the issuance of a residual receipts Seller Note for a portion of the purchase price by the City of Escondido (“City”); and

WHEREAS, the City Council authorized the issuance of tax-exempt bonds to meet the the California Debt Limit Allocation Committee (“CDLAC”) requirement that 50% of financing during construction be tax-exempt in order to qualify for bond financing in conjunction with CHW’s application for 4% non-competitive Low Income Housing Tax Credit Program funds (“4% Tax Credits”) from California Tax Credit Allocation Committee (“TCAC”); and

WHEREAS, the construction period is complete and CHW has requested that the City refinance the tax-exempt bonds to eliminate bond fees; and

WHEREAS, the City desires at this time, and deems it to be in the best public interest to convert the tax-exempt bonds to a City carryback loan, and to authorize the execution of all agreements, loan documents and deeds necessary to provide such funds for the provision of affordable housing.

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

1. That the above recitations are true.
2. That the Mayor is hereby authorized to execute, on behalf of the City, in a form approved by the City Attorney, any agreements, loan documents, and deeds necessary to facilitate the refinance of tax-exempt bonds, including but not limited to, the City Note and City Deed of Trust attached hereto as Exhibit "A" and Exhibit "B" and is incorporated by this reference.
3. That the Housing & Neighborhood Services Manager is authorized to execute the any escrow instructions necessary to facilitate the transaction.

**AMENDED AND RESTATED CASH FLOW NOTE
(Taxable Seller Note)**

\$[10,800,000] _____, 2021

FOR VALUE RECEIVED, Windsor Gardens Housing Associates, L.P., a California limited partnership ("**Borrower**"), promises to pay to the order of the City of Escondido, a municipal corporation organized under the laws of the State of California ("**Lender**"), the principal sum of [Ten Million Eight Hundred Thousand Dollars (\$10,800,000)], plus interest thereon from the date disbursed until paid in full at the rate of 2.15% per annum (the "**Interest Rate**").

1. **Obligation.** This Amended and Restated Cash Flow Note (Taxable Seller Note) (the "**Cash Flow Note**") evidences the Borrower's obligation to pay Lender the full amount of the Indebtedness. In addition, as of the date hereof, there is \$[_____] in accrued and unpaid interest on the Loan. The Borrower's obligations hereunder shall be secured with a Subordinate Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing made for the benefit of Lender and encumbering the Property (as amended from time to time, the "**Subordinate Deed of Trust**"). The Subordinate Deed of Trust shall be fully subordinated to the Security Instrument, as such term is defined in the Funding Loan Agreement (as defined below).

2. **Defined Terms.** Capitalized terms used but not otherwise defined herein shall have the meaning given them in the Funding Loan Agreement or the Borrower Loan Agreement, as such terms are defined below.

(a) "**Borrower Loan Agreement**" means the Construction and Permanent Loan Agreement (Multifamily Back to Back Housing Loan Program), dated as of February 1, 2020, by and among the California Municipal Finance Authority (the "**Issuer**"), MUFG Union Bank, N.A., and the Borrower.

(b) "**Funding Loan Agreement**" means the Funding Loan Agreement dated as of February 1, 2020, by and between the Issuer and MUFG Union Bank, N.A.

(c) "**Indebtedness**" means collectively, the principal of, interest on, and any other amounts due at any time under, this Cash Flow Note.

(d) "**Limited Partner**" means Merritt Community Capital Fund XXI, L.P., a California limited partnership, as nominee, and its successors and/or assigns, which is the limited partner of Borrower.

(e) "**Loan**" means the loan evidenced by this Cash Flow Note.

(f) "**Maturity Date**" means the earlier to occur of (i) February 1, 2065, (ii) the date of the sale of the entire Property (except pursuant to the option or right of first refusal granted to general partner or its affiliate under Borrower's partnership agreement), or (iii) any earlier date on which the unpaid principal balance of this Cash Flow Note becomes due and payable, by acceleration or otherwise

(g) "**Payment Date**" means May 15 of each year, commencing May 15, 2022, and the Maturity Date.

(h) **"Revenue"** shall mean all income derived from the Project, including, but not limited to, rent from the apartment units, laundry operations and park fees, if any. Interest earned on reserves shall not be deemed Revenue. The proceeds of any loans to Borrower or capital contributions made by any partner of Borrower shall not be considered Revenue.

(i) **"Senior Loan Documents"** means the Funding Loan Documents and Borrower Loan Documents, as such terms are defined in the Funding Loan Agreement.

(j) **"SHA Note"** means that certain Residual Receipts Promissory Note (Secured by Deed of Trust) SHA Loan, dated August 7, 2019, made by the Borrower in favor of the City of Escondido.

(k) **"Surplus Cash"** means with respect to any period that any amounts are owing under the Borrower Note, the Borrower Loan Agreement or the Funding Loan Agreement, any Revenues of the Borrower remaining after paying, or setting aside funds for paying, the following: (i) all sums due or currently required to be paid under the Borrower Loan Agreement and the Borrower Note; (ii) all sums due or currently required to be paid under the other Borrower Loan Documents (including but not limited to any required reserve deposits) and any tax credit adjusters under the Borrower Partnership Agreement (defined below); (iii) all deposits to any operating reserve, replacement reserve, completion/repair reserve or other reserve or escrow required by the Borrower Partnership Agreement (defined below) and the Borrower Loan Documents that are due or currently payable; (iv) all fees due or currently payable by the Borrower in connection with the Funding Loan, including but not limited to fees and expenses of the Funding Lender, the Governmental Lender, the Fiscal Agent, and any rebate analyst; (v) all reasonable operating expenses of the Property, including but not limited to real estate taxes, insurance premiums, utilities, building maintenance and repairs, management fees, payroll, administrative expenses, legal expenses and audit expenses (excluding any developer fees payable with respect to the Property); (vi) fees paid to the Limited Partner and general partners, pursuant to the Borrower Partnership Agreement (as defined below); (vii) the fee payable to Borrower or to any entity providing resident support services and programs offered to and made available to the tenants of the Project, in an initial amount of up to \$56,000 per year, adjusted annually, and (viii) Deferred Developer Fee (including any interest thereon), but only after interest on this Note has been paid on a current basis, all as set forth in Section 5.1.1 of the First Amended and Restated Agreement of Limited Partnership of the Borrower, dated as of February 1, 2020 (as amended, the **"Borrower Partnership Agreement"**). Operating expenses shall be determined on a cash basis.

3. **Method of Payment.** All payments due under this Cash Flow Note shall be payable to Lender, or its successor. Each such payment shall be made by check or wire transfer of immediately available funds in accordance with wire transfer instructions that the Lender shall supply by written notice to the Borrower from time to time.

4. **Repayment of Loan.**

Interest shall accrue on this Note commencing on the date hereof. Commencing on each Payment Date, Borrower shall make annual payments of principal and interest on the Indebtedness not to exceed the amounts shown on the amortization schedule attached hereto as Schedule 1, subject to availability of Surplus Cash. Annual payments shall be made to the extent

of 50% of 50% of all Surplus Cash available; provided, however, from and after repayment in full of the SHA Note, annual payments shall be made to the extent of 50% of all Surplus Cash available. In the event sufficient Surplus Cash is not available to make each payment in full, interest accrued and unpaid shall be added to the outstanding principal balance hereof, and shall thereafter bear interest at the Interest Rate until paid. Any failure to make payments due to Surplus Cash being insufficient to make any such payment in full shall not be a default hereunder. Borrower shall repay any outstanding Indebtedness to Lender on the Maturity Date.

5. **Application of Payments.** All payments hereunder shall be applied first to accrued and unpaid interest and then the remainder to principal.

6. **Acceleration.** Subject to the Senior Loan Documents, if an Event of Default (as defined in the Subordinate Deed of Trust) has occurred and is continuing following expiration of applicable notice and cure periods, the entire unpaid principal balance, any accrued interest, and all other amounts payable under this Cash Flow Note shall at once become due and payable, at the option of Lender, without any prior notice to Borrower (except if notice is required by applicable law, then after such notice). Lender may exercise this option to accelerate regardless of any prior forbearance.

7. **Prepayment.** Borrower may pay any part or all of the principal of this Cash Flow Note on any interest payment date, without penalty, provided that such prepayment is made from funds of Borrower that are not pledged under the Senior Loan Documents or otherwise encumbered by the Senior Loan Documents.

8. **Limitation of Liability.** This Cash Flow Note is non-recourse to Borrower, its partners, and any of the members, managers, partners, directors, officers, or employees of Borrower's partners. Lender's only recourse for the satisfaction of the Indebtedness and the performance of obligations under this Cash Flow Note and the Subordinate Deed of Trust shall be Lender's exercise of its rights and remedies with respect to the Property and any other collateral held by Lender as security for the Indebtedness.

9. **Waivers.** Presentment, demand, notice of dishonor, protest, notice of acceleration, notice of intent to demand or accelerate payment or maturity, presentment for payment, notice of nonpayment, grace, and diligence in collecting the Indebtedness are waived by Borrower and all endorsers and guarantors of this Cash Flow Note and all other third party obligors.

10. **Notices.** All notices, demands and other communications required or permitted to be given by Lender to Borrower at the address set forth in the Borrower Loan Agreement pursuant to this Cash Flow Note shall be made in accordance with the provisions of the Subordinate Deed of Trust, with a copy to: Gubb and Barshay LLP, 505 14th Street, Suite 450, Oakland, California 94612, Attention: Evan Gross, Esq.; Merritt Community Capital Fund XXI, L.P., c/o Merritt Community Capital, 1970 Broadway, Suite 250, Oakland, CA 94612, Attention: President; and Carle Mackie Powers & Ross, 100 B Street, Suite 400, Santa Rosa, CA 95401 Attn: Henry Loh.

11. **Payments on Non-Business Day.** If the date for the making of any payment under this Cash Flow Note is not a Business Day, such payment shall be due and payable on the next succeeding Business Day.

12. **Governing Law.** The laws of the State of California, other than those laws denominated choice of law rules which would require the application of the laws of another forum, shall govern the validity, construction and effect of this Cash Flow Note.

13. **Severability.** The invalidity, illegality or unenforceability of any provision of this Cash Flow Note shall not affect the validity, legality or enforceability of any other provision, and all other provisions shall remain in full force and effect.

14. **No Agency or Partnership.** The relationship between the Borrower and the Lender is, and at all times shall remain, solely that of debtor and creditor. No covenant or provision of this Cash Flow Note is intended, nor shall it be deemed or construed, to create a partnership, joint venture, agency or common interest in profits or income between the Borrower and the Lender, or render Lender liable for any debts, obligations, acts, omissions, representations or contracts of Borrower.

15. **Entire Agreement** ☐ **Amendment, Assignment and Waiver.** This Cash Flow Note contains the complete and entire understanding of the parties with respect to the matters covered. This Cash Flow Note may not be assigned, amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought, and then only to the extent set forth in that instrument and approved by the Limited Partner. No specific waiver of any of the terms of this Cash Flow Note shall be considered as a general waiver.

16. **Captions.** The captions of the sections of this Cash Flow Note are for convenience only and shall be disregarded in construing this Cash Flow Note.

17. **Waiver of Trial by Jury.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, BORROWER AND LENDER (A) COVENANT AND AGREE NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS CASH FLOW NOTE OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

18. **Time of the Essence.** Time is of the essence with respect to this Cash Flow Note.

19. **Subordination.** The indebtedness evidenced by this Cash Flow Note is and shall be subordinate in right of payment to the prior payment in full of all amounts then due and payable (including, but not limited to, all amounts due and payable by virtue of any default or acceleration or upon maturity) with respect to the Senior Loan Documents.

20. **Standstill.** Notwithstanding Lender's rights under applicable law or any provision in this Cash Flow Note or in this Deed of Trust to the contrary, during the Compliance Period (as defined in Borrower Partnership Agreement), Lender will not, without the prior written consent of the limited partner(s) of Borrower, (i) foreclose the Deed of Trust, (ii) accept any prepayment of principal or interest under the Deed of Trust, (iii) pledge, assign, hypothecate, transfer, convey or sell this Cash Flow Note or the Deed of Trust or any interest in the Loan, or (iv) modify, waiver or amend any of the terms or provisions of this Cash Flow Note or the Deed of Trust.

21. **Cancellation of Existing Note.** This Cash Flow Note (the "Existing Note") amends and restates that certain Cash Flow Note (Tax-Exempt Seller Loan) dated as of February 1, 2020, by Borrower for the benefit of Lender, in its entirety. Upon execution of this Cash Flow Note, the Existing Note will be cancelled and of no further force and effect.

[Signature Page Follows Immediately]

IN WITNESS WHEREOF, this Cash Flow Note as of the date first set forth above.

BORROWER:

WINDSOR GARDENS HOUSING ASSOCIATES, L.P.,
a California limited partnership

By: CHW Windsor Gardens, LLC,
a California limited liability company,
its general partner

By: Community HousingWorks,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Mary Jane Jagodzinski
Senior Vice President of
Housing & Real Estate Development

Recording requested by

CITY OF ESCONDIDO
201 N Broadway
Escondido, CA 92025
.

SPACE ABOVE LINE FOR RECORDER'S USE ONLY

**SUBORDINATE DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING**

NOTE: This deed of trust contains a subordination clause that may result in your security interest in the property becoming subject to and of lower priority than the lien of some other or later security instrument

This SUBORDINATE DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (the "**Deed of Trust**"), is made as of _____, 2021, by Windsor Gardens Housing Associates, L.P., a California limited partnership, whose address is c/o Community HousingWorks, 3111 Camino del Rio North, Suite 800, San Diego, California 92108 ("**Trustor**"), to Stewart Title Guaranty Company, whose address is 7676 Hazard Center Drive, Suite 1400, San Diego, California 92108 ("**Trustee**"), for the benefit of the City of Escondido, a municipal corporation organized under the laws of the State of California, whose address is City of Escondido, 201 North Broadway, Escondido, California 92025 ("**Beneficiary**").

NOW THEREFORE, in consideration of the indebtedness secured by this instrument, Trustor agrees as follows:

1 ☐ CONVE^{ANCE}ANCE IN TRUST

1 ☒ Grant. Trustor hereby irrevocably grants, transfers and assigns to Trustee, in trust, with power of sale for the benefit of Beneficiary, all of Trustor's present and future interest in the real property located in the City of Escondido, County of San Diego, State of California, and described in Exhibit A attached hereto, together with all of the buildings, structures and improvements, of every kind and nature whatsoever, now or hereafter located or constructed upon such real property, all of which is hereinafter collectively referred to as the "**Premises**"; together with all of Trustor's interest in the following which, with the Premises, are hereinafter collectively referred to as the "**Property**":

(a) All easements and rights-of-way, public or private, now or hereafter appurtenant to or used in connection with the Premises and all right, title and interest of the owner of the Premises in and to all streets, roads and public places, opened or proposed;

(b) All other rights, privileges, franchises, appurtenances and other beneficial incidents of ownership belonging or appertaining to the Premises;

(c) All fixtures, equipment, machinery, appliances, wall and floor coverings, furnishings and other property of every kind and nature whatsoever affixed to or located on the Premises, which, to the fullest extent permitted by law, may be deemed to be fixtures (hereinafter referred to as "**Fixtures**"), together with the interest of Trustor in and to any Fixtures which are leased or subject to a security interest superior to this Deed of Trust;

(d) All personal property, of every kind and nature whatsoever, owned by Trustor and now or hereafter affixed to, located on or used in connection with the Premises and all materials delivered to or located on the Premises for incorporation or use in any construction being conducted thereon;

(e) Subject to the provisions of Section 5 hereof, all the rents, issues, profits, income and royalties of the Property or any portion thereof;

(f) All proceeds, awards, payments or other sums, including interest thereon, which may be paid or payable with respect to the Property as a result of damage to or decrease in value of the Property or as a result of condemnation or taking of the Property in whole or in part; and

(g) Any interest, claim or demand that Trustor may hereafter acquire in the Property.

2 ☐ **OBLIGATIONS SECURED** ☐

2.1 ☐ Obligations Secured. This Deed of Trust is made for the purpose of securing the following (the "**Secured Indebtedness**," and all of the obligations secured hereby, including the Secured Indebtedness, are hereinafter collectively referred to as the "**Secured Obligations**"):

(a) Payment of the indebtedness evidenced by a cash flow promissory note of even date herewith in the principal amount of [Ten Million Eight Hundred Thousand Dollars (\$10,800,000)], made by Trustor payable to the order of Beneficiary (such promissory note and any extension, modification, substitution or renewal thereof being hereinafter referred to as the "**Note**"), together with interest on the indebtedness as specified in the Note.

(b) Payment of any additional sums, with interest thereon, that Beneficiary may hereafter from time to time loan to the then record owner(s) of the Premises when evidenced by an additional promissory note or notes that by their terms contain a recitation that they are secured by this Deed of Trust, which additional note or notes shall be deemed to be included in all references to the "Note" herein.

(c) Performance of each and every agreement, obligation, covenant and condition made by or imposed on Trustor in this Deed of Trust or the Note.

3 ☐ **PROTECTION OF SECURITY** ☐

3.1 ☐ Maintenance and Use of Premises. Trustor agrees to maintain the Premises, including all buildings, improvements and Fixtures constituting a part of the Premises, in good condition and repair; not to cause or permit any building or improvement constituting a part of the Premises to be removed or demolished, in whole or in part, without the prior written consent of Beneficiary; not to cause or permit any Fixture or article of personal property to be removed from

the Premises without the prior written consent of Beneficiary, unless the same has been replaced in the ordinary course of business with equivalent property; not to cause or permit any waste to the buildings, improvements, Fixtures or personal property constituting a part of the Property; not to abandon the Premises; to complete and pay for, within a reasonable time, any work of improvement or any structure at any time in the process of construction on the Premises and to restore promptly and in good and workmanlike manner or replace any building or improvement, Fixture or personal property constituting a part of the Property which may be damaged or destroyed, and to pay in full all costs incurred therefor, including all claims for labor performed and material supplied; not to permit any lien of any mechanic or materialman to attach to the Property which is not bonded or otherwise removed within sixty (60) days after establishment.

3.2 Compliance with Law. Trustor shall comply with all applicable laws, ordinances, regulations or governmental orders affecting the Property; not commit, suffer or permit any act with respect to the Property in violation of law or of any covenants, conditions or restrictions affecting the Property.

3.3 Payment of Taxes and Encumbrances. Trustor shall pay and discharge, prior to delinquency, all applicable taxes of every kind and nature, including real and personal property taxes and income, franchise, withholding, income and gross receipts taxes, all general and special assessments, permits, inspection and license fees, water and sewer charges, and all other governmental charges, whether of a like or different nature, imposed upon or assessed against Trustor or the Property or any part thereof or upon any rents, issues, income or profits thereof.

3.4 Insurance. Trustor shall keep the Property insured against loss or damage from the perils covered by a standard fire insurance policy with the same insurance required by Senior Loan Documents (as defined in the Note). All policies for such insurance shall be endorsed with a standard loss payable endorsement in favor of Beneficiary or name Beneficiary as an additional insured, as applicable. Trustor agrees to pay all premiums on such insurance as they become due. Insurance proceeds shall be disbursed to Trustor and used to repair or restore the Property. Notwithstanding the foregoing, if Beneficiary reasonably determines there are insufficient available resources (including insurance proceeds) to repair or restore the Property, then, subject to the rights of the senior lender under the Senior Loan Documents, the insurance proceeds shall be paid to Beneficiary who may apply such moneys received by it to any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor.

3.5 Defend Title. Trustor shall protect, preserve and defend Trustor's interest in and title to the Property; appear in and defend any action or proceeding purporting to affect the Property, the lien or charge of this Deed of Trust, or the rights or powers of either Trustee or Beneficiary hereunder, and, when required by Beneficiary, commence and maintain any action or proceeding necessary to protect the same.

4 ☐ **GENERAL PROVISIONS** ☐

4.1 ☐ **Entry onto Premises.**

Subject to the rights of any tenants, Beneficiary may enter upon the Premises at any time during normal business hours, upon 48 hours' reasonable advance notice to Trustor for the purpose of inspecting the Property or for the accomplishment of any of the purposes of this Deed of Trust. Beneficiary shall not interfere in any way with the construction work on the Premises.

4.2 ☐ Condemnation. Subject to the rights of the senior lender under the Senior Loan Documents (as defined in the Note), any award of damages in connection with any condemnation for public use of or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who shall disburse the award to Trustor for the use in restoring the Property. Notwithstanding the foregoing, if Beneficiary reasonably determines there are insufficient available resources (including awards of damages) to restore the Property, then subject to the senior lender, Beneficiary may apply such moneys received by it to any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor.

4.3 ☐ Trustee's Powers. Trustee may at any time and from time to time, upon the written request of Beneficiary (i) reconvey, without warranty, any part of the Property, (ii) consent to the making of any map or plat of the Premises, (iii) join in granting or creating, or subordinating this Deed of Trust to any easements or any covenants, conditions or restrictions affecting the Premises, or (iv) join in any extension agreement or any subordination or other agreement affecting the priority of this Deed of Trust or the lien or charge hereof.

4.4 ☐ Substitution of Trustee. Beneficiary, may, from time to time, substitute another Trustee in the place of the Trustee herein named, in any manner now or hereafter provided by law. Compliance with any such law shall be conclusive proof of the proper substitution and appointment of such successor Trustee who shall thereupon be vested with all the title, estate, rights, powers and duties conferred upon the Trustee by this Deed of Trust.

4.5 ☐ Reconveyance. Upon the written request of Beneficiary stating that the Secured Indebtedness has been paid and all Secured Obligations have been satisfied, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention, and upon payment by the Trustor of Trustee's fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The grantee in any reconveyance made pursuant to this Deed of Trust shall be described as "the person or persons legally entitled thereto," and the recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

4.6 ☐ Statement of Condition Fee. For any statement of condition requested by Trustor regarding the Secured Obligations, Beneficiary may charge the maximum amount permitted by law at the time of the request therefor.

5 ☐ **ASSIGNMENT OF LEASES.**

5.1 ☐ Assignment. As additional security for the Secured Obligations, Trustor hereby assigns to Beneficiary Trustor's interest as lessor in all existing and future leases, relating to the Property (collectively, the "**Leases**") and gives to and confers upon Beneficiary the right, power and authority, during the continuance of this trust, to collect the rents, issues, income, profits and

royalties (collectively, the "**Rents**") payable under such Leases or otherwise accruing from the Property, subject to Trustor's right, prior to the occurrence of an Event of Default hereunder, to collect and retain such Rents as they become due and payable and to collect from tenants of the Property advance rentals and security deposits not exceeding, in the aggregate, one month's rent. The granting to Beneficiary of the right, power and authority to collect Rents shall not make Beneficiary a mortgagee in possession unless and until Beneficiary actually takes possession of the Property.

5.2 Assignment of Rents. As further security for the performance of the Secured Obligations, Trustor assigns to Beneficiary all prepaid Rents and all moneys which may have been or may hereafter be deposited with Trustor by any lessee of the Property, or any portion thereof, to secure the payment of any Rent, and Trustor agrees that upon the occurrence and continuance of any Event of Default hereunder Trustor will deliver such Rents and deposits to Beneficiary.

6. SECURITIZATION AGREEMENT.

6.1 Grant of Security Interest. To the extent any Property covered by this Deed of Trust consists of rights in action or personal property covered by the Uniform Commercial Code of the State of California (the "**UCC**"), this Deed of Trust constitutes a security agreement and Trustor hereby grants to Beneficiary a security interest in all of Trustor's right, title and interest in such Property and the proceeds and products therefrom. Trustor hereby authorizes Beneficiary to file with the appropriate filing officer or office, such financing statements, continuation statements or other instruments as Beneficiary may request in order to perfect or continue the perfection of the lien or security interest granted hereunder.

6.2 Replacement of Property. Trustor may sell or otherwise dispose of, free of the security interest herein created, any personal property which has been replaced in the ordinary course of business with equivalent property; provided, however, that all such replacements, and the proceeds and products thereon, shall constitute a part of the Property and shall be subject to the security interest herein created.

7. TRANSFER OF PROPERTY.

7.1 Due-On-Sale. The sale, conveyance, transfer or disposition of the Premises or any part thereof or any interest therein (collectively, a "**Transfer**"), without the prior written consent of Beneficiary, shall, at the option of Beneficiary, constitute an Event of Default under this Deed of Trust, and shall allow Beneficiary to exercise all the remedies set forth in Section 8 hereof. Consent to a Transfer or a failure of the Beneficiary to accelerate the Secured Indebtedness upon any non-permitted Transfer shall not be deemed to be a waiver of the right to require consent to future or successive Transfers. Notwithstanding the foregoing, the transfer of general or limited partner interests in Trustor shall not be deemed to be a "Transfer" hereunder nor shall a transfer of the Property as may be permitted under the provisions of the Partnership Agreement governing Trustor.

8. DEFAULT AND REMEDIES.

8.1 Events of Default. Any of the following shall constitute an "Event of Default" under this Deed of Trust:

(a) Trustor shall fail to pay within fifteen (15) days after such amount is due any amount owed to Beneficiary pursuant to the Note or this Deed of Trust.

(b) Any material breach by Trustor in the full and timely performance of any other covenant, condition, agreement, obligation or warranty of Trustor contained in this Deed of Trust or the Note that continues after written notice from Trustee or Beneficiary for a period of forty five (45) days or such longer period of time as may reasonably be required to remedy the breach, provided Trustor promptly commences and diligently pursues remedial action.

(c) Trustor shall: (i) voluntarily be adjudicated as bankrupt or insolvent, (ii) seek or consent to the appointment of a receiver or trustee for itself or for all or any part of its property, (iii) file a petition seeking relief under the bankruptcy or similar laws of the United States or any state or any other competent jurisdiction, (iv) make a general assignment for the benefit of creditors, or (v) admit in writing its inability to pay its debts as they become due.

(d) A court of competent jurisdiction shall enter an order, judgment or decree appointing, without the consent of Trustor, a receiver or trustee for all or any part of its property or shall enter an order for relief or approve a petition filed against Trustor under the bankruptcy or similar laws of the United States or any state or other competent jurisdiction, and such order, judgment or decree shall remain in force undischarged or unstayed for a period of ninety (90) days.

(e) If an event of default occurs under the Note or this Deed of Trust, prior to exercising any rights or remedies thereunder, Beneficiary shall give Trustor and Trustor's limited partners simultaneous written notice of such default. Trustor shall have a period of thirty (30) days after receipt of such written notice (or such longer period of time as may be specified in the Note or this Deed of Trust) to cure the default prior to the exercise of any rights or remedies by Beneficiary under the Note or this Deed of Trust. If the default is such that it is not reasonably capable of being cured within thirty (30) days or such longer period if so specified, and if Trustor (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Trustor shall have such additional time as is reasonably necessary to cure the default prior to the exercise of any rights or remedies by Beneficiary. Trustor's limited partners shall have the right (but not the obligation) to cure any default within any applicable cure period, including any additional time afforded by the Beneficiary. Beneficiary shall accept any cure tendered by any of Trustor's limited partners on the same basis as if tendered by Trustor.

2 Remedies. Upon the occurrence and continuance of any Event of Default hereunder, Trustor's right to collect and retain Rents pursuant to Section 5.1. hereof shall terminate, and Beneficiary may, at its option, upon notice to Trustor and without further demand, declare the Secured Indebtedness immediately due and payable and may, in addition, do any or all of the following in such order as Beneficiary may elect and without regard to the adequacy of any security for the Secured Obligations:

(a) Take Possession of Property. Beneficiary may at any time, either in person, by agent, or by receiver appointed by a court, enter upon and take possession of the Property or any part thereof; complete the construction of any improvements to be built on the Premises as provided in any construction loan agreement relating to the

Secured Indebtedness; manage and operate the Property or any part thereof; make repairs and alterations, and do any acts which Beneficiary deems proper to protect the security hereof; and/or, in its own name, sue for or otherwise collect all Rents payable under any Leases or otherwise accruing from the Property, including those past due and unpaid, and enforce the provisions of any Leases. Entering upon and taking possession of the Property and the collection and application of Rents shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(b) Appointment of Receiver. Beneficiary may apply to any court having jurisdiction for the appointment of a receiver to take possession of and protect the Property, operate the same and collect the Rents and enforce the terms of any Leases. Beneficiary shall be entitled to the appointment of such a receiver as a matter of right, without notice, and without regard to the adequacy of the security for the Secured Obligations.

(c) Foreclosure. Beneficiary may bring an action in any court of competent jurisdiction to foreclose this Deed of Trust or to enforce any of the covenants or agreements herein contained.

(d) Trustee's Sale. Beneficiary may cause the Property to be sold in accordance with the provisions of Section 8.3. below.

(e) UCC Remedies. Beneficiary may proceed to exercise, as to any Property consisting of rights in action and personal property and/or Fixtures covered by the UCC, all of the remedies provided to a secured party in Division 9 of the UCC or any other remedy provided by law or in equity.

(f) Offsets. Beneficiary may offset against any indebtedness owing by it to the Trustor, the whole or any part of the Secured Indebtedness.

3 Procedure for Trustee's Sale. If, pursuant to the powers of sale contained in this Deed of Trust, Beneficiary elects to sell some or all of the Property which is real property, either alone or together with any personal property or Fixtures in which Beneficiary holds a security interest pursuant to this Deed of Trust, Beneficiary shall execute or cause the Trustee to execute a written notice of default and of its election to cause the Property to be sold to satisfy the Secured Indebtedness. Such notice shall be recorded in the Office of the Recorder the county in which the Property constituting real property, is situated. Beneficiary may rescind any such notice before the Trustee's sale by executing a notice of rescission and recording the same. Rescission by Beneficiary shall not constitute a waiver of any default then existing or subsequently occurring, nor impair the right of Beneficiary to execute other notices of default and election to cause the Property to be sold, nor otherwise affect the Note, this Deed of Trust, or any other rights, obligations or remedies of the Beneficiary or Trustee hereunder. Upon the expiration of such time following recordation of the notice of default and the giving of such notice of sale as may then be required by law, Trustee, at the time and place specified in the notice of sale (which time and place may be determined by Beneficiary in its sole discretion) may sell the Property, or any portion thereof specified by Beneficiary, at public auction to the highest bidder for cash, in lawful money of the United States of America, payable at the time of sale. Trustee may, and upon request of Beneficiary shall, postpone the sale of all or any portion of the Property by public announcement at the time of sale, and, without further notice, make such sale at the time to which the same shall be so postponed. The Property may be sold as a whole or in separate parcels and the Beneficiary may designate or authorize the Trustee to designate the order in which such parcels shall be

offered for sale. Should Beneficiary desire that more than one such sale or other disposition be conducted, Beneficiary may, at its option, cause the same to be conducted simultaneously, or successively on the same date, or on such different days or times and in such order as Beneficiary may deem to be in its best interest, and Trustor hereby expressly waives any right that it may have to direct the order in which any of the Property shall be sold in the event of any sale or sales pursuant hereto. Any person, including Trustor, Trustee or Beneficiary, may purchase at the sale. If the holder of the Note is the purchaser at such sale, it shall be entitled to use and apply all or any portion of the Secured Indebtedness for payment of all or any portion of the purchase price of the Property purchased. Trustee shall deliver to the purchaser its deed or bill of sale, as the case may be, conveying the Property so sold, without any covenant or warranty, expressed or implied. The recital in any such deed or bill of sale of any matters or facts, stated either specifically or in general terms, or as conclusions of law or fact, shall be conclusive proof of the truthfulness thereof.

4 Application of Rents and Sale Proceeds. All Rents collected by Beneficiary or any receiver and all proceeds realized from the sale or disposition of all or any portion of the Property, whether from a sale pursuant to judicial foreclosure, sale pursuant to the provisions of Section 8.3 above, or sale or disposition of any of the Property pursuant to Division 9 of the UCC shall be applied by Beneficiary and/or Trustee in the following order:

- (a) to the payment of all costs, fees and expenses incurred by Trustee or Beneficiary in connection with such sale or disposition or the collection of Rents, including the costs and expenses of operating the Property and collecting the Rents, receiver's fees, Trustee's and reasonable attorneys' fees, and the cost of any search and/or evidence of title procured in connection therewith;
- (b) to the payment of all sums then secured hereby, in such order and manner as is designated by Beneficiary;
- (c) the remainder, if any, to the person or persons legally entitled thereto.

5 Costs and Attorneys' Fees. If Beneficiary elects to bring suit to foreclose this Deed of Trust by judicial order or to enforce any of the covenants or agreements contained herein, Beneficiary and Trustee shall be entitled to their costs and reasonable attorneys' fees incurred in connection with such action.

6 No Waiver. By accepting payment or performance of any Secured Obligation after the payment or performance is due or after the filing of a notice of default and election to sell, Beneficiary shall not waive its right to require prompt payment or performance of all other Secured Obligations, to declare a default for failure so to pay or perform, or to proceed with the sale under any notice of default and election to sell. The acceptance by Beneficiary of any sum in an amount less than the sum then due shall not constitute a waiver of the obligation of Trustor to pay the entire sum then due. Until the entire sum then due shall have been paid, Beneficiary or Trustee shall at all times be entitled to declare a default and to exercise all the remedies herein conferred. No delay or omission of Trustee or Beneficiary in the exercising of any right or power accruing upon any event of default shall impair such right or power or any other right or power nor be construed as a waiver of or any acquiescence in any default.

7 Standstill. Notwithstanding Beneficiary's rights under applicable law or any provision in the Note or in this Deed of Trust to the contrary, during the Compliance Period (as defined in Trustor's First Amended and Restated Agreement of Limited Partnership dated on or

about the date hereof), Beneficiary will not, without the prior written consent of the limited partner(s) of Trustor, (i) foreclose this Deed of Trust, (ii) accept any prepayment of principal or interest under this Deed of Trust, (iii) pledge, assign, hypothecate, transfer, convey or sell the Note or this Deed of Trust or any interest in the Loan, or (iv) modify, waiver or amend any of the terms or provisions of the Note or this Deed of Trust.

9 MISCELLANEOUS.

9.1 Severability. In the event any provision of this Deed of Trust or in the Note is held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Deed of Trust or the Note.

9.2 Successors and Assigns. This Deed of Trust inures to the benefit of and binds all parties hereto, their heirs, administrators, legal representatives, successors and assigns.

9.3 Governing Law. This Deed of Trust has been executed and delivered in the State of California and is to be construed and enforced according to and governed by the laws thereof.

9.4 Request for Notice. Trustor hereby requests that a copy of any notice of default or sale be mailed to it as provided by law at the address set forth above. Trustor may, from time to time, change the address to which notice of default shall be sent by both recording a request for notice of default and sending a copy of such request to Beneficiary. Except as otherwise required by statute, any notice, demand or request to Trustor required by this Deed of Trust shall be given in writing to Trustor at the address set forth above, and shall be deemed given upon the earlier of actual receipt by Trustor or three (3) Business Days after posting in the U.S. mail, postage prepaid and duly addressed to Trustor. The term "Business Day" shall mean any day other than a weekend or state or federal holiday. A copy of any notice sent to Trustor under the Note or Deed of Trust shall be simultaneously sent to: Merritt Community Capital Fund XXI, L.P., c/o Merritt Community Capital Corporation, 1970 Broadway, Suite 250, Oakland, CA 94612, Attention: President; Carle Mackie Powers & Ross, 100 B Street, Suite 400, Santa Rosa, CA 95401 Attn: Henry Loh; and Gubb and Barshay LLP, 505 14th Street, Suite 450, Oakland, California 94612, Attention: Evan Gross, Esq.

9.5 Subordination. The Secured Indebtedness is and shall be subordinate in right of payment to the prior payment in full of all amounts then due and payable (including, but not limited to, all amounts due and payable by virtue of any default or acceleration or upon maturity) with respect to the Senior Loan (as defined in the Note).

9.6 Extended Use Agreement. Beneficiary acknowledges that Trustor intends to enter into an "extended low income housing commitment" (the "**Extended Use Agreement**") within the meaning of Section 42(h)(6)(B) of the Internal Revenue Code, as amended (the "**Code**"). If such Extended Use Agreement is recorded and if Beneficiary or its successors or assigns (collectively, the "**Subsequent Owner**") acquires the Property by foreclosure (or instrument in lieu of foreclosure), then the "extended use period" (as defined in Section 42(h)(6)(D) of the Code) under the Extended Use Agreement shall terminate, except for the obligation of the Subsequent Owner to comply with the limitations on evictions, termination of tenancy and increase in rents for the three year period following the Subsequent Owner's acquisition of the Property, as set forth in Section 42(h)(6)(E)(ii) of the Code.

9.7 Reserved.

9 **Limitation of Liability.** The obligations under the Note are non-recourse to Trustor.

[signature appears on next page]

IN WITNESS WHEREOF, the Trustor has executed this instrument as of the day and year first above written.

TRUSTOR:

WINDSOR GARDENS HOUSING ASSOCIATES, L.P.,
a California limited partnership

By: CHW Windsor Gardens, LLC,
a California limited liability company,
its general partner

By: Community HousingWorks,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Mary Jane Jagodzinski
Senior Vice President of
Housing & Real Estate Development

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)
) ss.
COUNTY OF _____)

On _____, 2020, before me, _____,
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 capacities, and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the
laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
(Seal)

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

That certain real property located in the County of San Diego, State of California, more particularly described as follows:

THAT PORTION OF LOT 4, BLOCK 305, AND A PORTION OF LOT 3, BLOCK 304, AND A PORTION OF HALE AVENUE, NOW VACATED, IN RANCHO RINCON DEL DIABLO IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 724, FILED IN THE OFFICE OF THE COUNTY RECORDER, AUGUST 13, 1692, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID LOT 3, SAID POINT BEING A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF HALE AVENUE (66 FEET IN WIDTH); THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 3, NORTH 63° 26' 43" WEST 16.44 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 63° 26' 43" WEST 160.77 FEET TO THE INTERSECTION WITH THE ARC OF A 1022.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, THROUGH WHICH A RADIAL LINE BEARS NORTH 25° 52' 23" WEST TO SAID POINT; THENCE LEAVING SAID SOUTHWESTERLY LINE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 54' 20" A DISTANCE OF 230.20 FEET; THENCE TANGENT TO SAID CURVE, NORTH 77° 01' 57" EAST, 581.33 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF VINEYARD AVENUE (84 FEET IN WIDTH); THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 12° 56' 44" EAST 310.61 FEET TO THE BEGINNING OF A TANGENT 942 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 52' 25" A DISTANCE OF 260.98 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 20.00 FEET AND THROUGH WHICH A RADIAL OF SAID 942.00 FOOT RADIUS CURVE BEARS SOUTH 61° 10' 51" WEST TO SAID POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID 20.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 87° 01' 15" A DISTANCE OF 30.38 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 58° 12' 06" WEST 9.65 FEET TO THE BEGINNING OF A TANGENT 120.00 FOOT RADIUS CURVE CONCAVE NORTHERLY; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45° 44' 17" A DISTANCE OF 95.79 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY LINE OF SAID LOT 4, THROUGH WHICH A RADIAL LINE BEARS SOUTH 13° 55' 23" WEST TO SAID POINT AND DISTANT THEREON SOUTH 63° 13' 18" EAST 876.36 FEET FROM SAID MOST WESTERLY CORNER OF SAID LOT 4, SAID POINT ALSO BEING A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF WEST NINTH AVENUE (86 FEET IN WIDTH); THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE NORTH 63° 13' 18" WEST 606.26 FEET TO THE BEGINNING OF A TANGENT 40.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 13' 13" A DISTANCE OF 12.02 FEET; THENCE TANGENT TO SAID CURVE, NORTH 46° 00' 05" WEST 50.00 FEET TO THE BEGINNING OF A TANGENT 76.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 69° 36' 16" A DISTANCE OF 118.86 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY LINE OF SAID LOT 3, DISTANT THEREON NORTH 63° 26' 43" WEST 16.44 FEET FROM THE MOST SOUTHERLY CORNER OF SAID

LOT 3 AND THROUGH WHICH A RADIAL LINE BEARS NORTH 45° 36' 21" WEST TO SAID POINT, SAID POINT BEING ALSO THE TRUE POINT OF BEGINNING.

SAID LAND IS ALSO KNOWN AS LOT 22 OF ESCONDIDO TRACT NO. 477, IN THE CITY OF ESCONDIDO, OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 10083, FILED IN THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 4, 1981.

APN: 232-542-13-00

CITY COUNCIL STAFF REPORT

Consent Item No. 7

December 15, 2021

File No. 0600-10, A-3060

SUBJECT: Fifth Amendment to the Consulting Agreement for the Lake Wohlford Dam Replacement Project

DEPARTMENT: Utilities Department, Construction and Engineering Division

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2021-188, authorizing the Mayor to execute a Fifth Amendment to the Consulting Agreement ("Agreement") with Black & Veatch Corporation, in the amount of \$2,947,382 for consulting and engineering services for the Lake Wohlford Dam Replacement Project ("Project").

PREVIOUS ACTION:

On August 1, 2012, the City Council adopted Resolution No. 2012-127, authorizing the Mayor and City Clerk to execute a Consulting Agreement with Black & Veatch Corporation, in the amount of \$3,496,740, for design and environmental services for the Project.

On May 20, 2015, the City Council adopted Resolution No. 2015-58, authorizing the Mayor and City Clerk to execute a First Amendment to the Agreement with Black & Veatch Corporation, in the amount of \$724,641, for design of the Project.

On June 13, 2018, the City Council adopted Resolution No. 2018-93, authorizing the Mayor and City Clerk to execute a Second Amendment to the Agreement with Black & Veatch Corporation, in the amount of \$334,765, for additional engineering and environmental services for the Project.

On December 18, 2019, the City Council adopted Resolution No. 2019-178, authorizing the Mayor and City Clerk to execute a Third Amendment to the Agreement with Black & Veatch Corporation for \$362,530 to develop dam rehabilitation and spillway replacement options, to offer opinions of probable construction costs for each option, and to develop a recommended alternative for the Project.

On November 18, 2020, the City Council adopted Resolution No. 2020-162, authorizing the Mayor to execute a Fourth Amendment to the Agreement with Black & Veatch Corporation, in the amount of \$563,383, for consulting and engineering services for the Project.

FISCAL ANALYSIS:

Fifth Amendment to Consulting Agreement for the Lake Wohlford Dam Replacement Project
December 15, 2021
Page 2

The Fifth Amendment will increase the value of the consulting agreement with Black and Veatch by \$2,947,382 from \$5,482,059 to \$8,429,441. Funding for this amendment is available in the Lake Wohlford Dam CIP Project No. 704912.

The estimated cost of construction of the Project is \$68 million dollars. The cost of environmental mitigation is estimated to be about \$3.5 million dollars.

The State of California awarded the City of Escondido ("City") a \$15 million California Proposition 1E Grant. Staff, with the assistance of the San Diego County Water Authority, worked to sponsor legislation to extend the term of the Proposition 1E funding. The legislation, Assembly Bill 692, was introduced by Assembly Member Waldron and coauthored by Assembly Member Boerner Horvath in February 2021. On September 24, 2021, Assembly Bill 692 was signed into law by the Governor.

The City submitted a Letter of Interest for the Water Infrastructure Finance and Innovation Act ("WIFIA") loan program on October 20, 2020. The City's Letter of Interest was accepted for the Project on January 8, 2021. The City then prepared and submitted an application for the WIFIA program on April 30, 2021. WIFIA staff are currently in the process of evaluating the application. Up to 49% of a project's cost is eligible for a WIFIA loan.

BACKGROUND:

Lake Wohlford Dam ("Dam") was constructed with earth and rock in 1895 as part of Escondido's local water system. In 1925, the dam was raised to its current height using a slurry hydrofill process. In 2007, during a routine seismic evaluation of the dam, the California Division of Safety of Dams ("DSOD") determined that the newer, hydrofill section of the dam has the potential to liquefy and fail in the event of a large earthquake with magnitude greater than 7.5.

In response to these potential seismic concerns, the City immediately lowered the water level of Lake Wohlford so that the maximum level of the lake does not exceed the level of the original, seismically-sound rock structure. The lake has been operated at this level until the present day and continues to provide recreational opportunities and local water storage.

A design for a new, replacement dam to be constructed just downstream of the existing dam was completed in 2017. Design development included a lengthy review process involving the DSOD, the Federal Energy Regulatory Commission ("FERC"), and a panel of dam experts convened to oversee the dam design process. The cost of construction of the dam as designed is projected to be \$68 million dollars, with proposed environmental mitigation projected to cost about \$3.5 million.

On June 3, 2020, the City Council received an update concerning additional alternative analysis for the Project. The analysis evaluated the feasibility of options for rehabilitating the existing Dam and associated structures to address seismic deficiencies in lieu of building a replacement dam. The study developed four preliminary alternatives for rehabilitation of the existing Dam. All alternatives rely heavily

Fifth Amendment to Consulting Agreement for the Lake Wohlford Dam Replacement Project
 December 15, 2021
 Page 3

on the stability of the existing rockfill portion of the dam; and include construction of a new spillway with a spill level at 1,465 above mean sea level (“MSL”); and a seismic retrofit or replacement of the existing water outlet tower.

On September 16, 2020, the City Council received an update on the results of the additional alternative analysis for the Project, which concluded that the construction of a new dam was the best option. Council directed staff to move forward with the construction of a new replacement dam.

In order to obtain WIFIA funding, WIFIA staff thoroughly review the application and must complete the National Environmental Policy Act (“NEPA”) environmental process for the project. As the NEPA process has continued, WIFIA staff have requested additional environmental, and cultural information and surveys. AECOM, as a sub-consultant to Black and Veatch, has the required technical knowledge and expertise to provide these services.

Environmental permit applications for the Project have been submitted to the U.S. Army Corps of Engineers, California Department of Fish and Wildlife, and the San Diego Regional Water Quality Control Board. The Army Corps has requested additional information to complete permit processing. AECOM, as a sub-consultant to Black and Veatch, has the required technical knowledge and expertise to provide the requested information.

DSOD requires that a new draft inundation study and map be prepared and submitted to the State for the proposed dam prior to the construction application approval. An inundation study models a hypothetical dam breach. The data from the model is then used to create an inundation map, which shows flooding that could result from a hypothetical failure of a dam. The inundation study and map would also be used by the City to update the Wohlford Dam Emergency Action Plan with information on the new dam.

DSOD requires that a Professional Engineer registered with the State of California responsible for the design of the project be onsite full-time during construction. As the designer of record, Black and Veatch has the required technical knowledge and expertise to provide these services. The services to be provided during construction include:

- responding to contractor requests for information (RFI’s)
- responding to design clarifications;
- reviewing and approving submittals and shop drawings;
- reviewing change order requests;
- attending construction meetings;
- full time onsite oversight during construction;
- environmental and biological monitoring;
- cultural resources monitoring;
- geologic mapping of the foundation excavation; and
- preparing record drawings.

Fifth Amendment to Consulting Agreement for the Lake Wohlford Dam Replacement Project
December 15, 2021
Page 4

The recommended amendment to the Black and Veatch consulting agreement includes:

- WIFIA funding support;
- permitting services;
- environmental services; and
- engineering and environmental services during construction.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Christopher McKinney, Deputy City Manager/Director of Utilities
12/9/21 8:45 a.m.

Angela Morrow, Deputy Director of Utilities/Construction & Engineering
12/8/21 10:51 a.m.

ATTACHMENTS:

1. Resolution No. 2021-188
2. Resolution No. 2021-188 – Exhibit "A": Fifth Amendment to Lake Wohlford Dam Consulting Agreement

RESOLUTION NO. 2021-188

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR TO EXECUTE,
ON BEHALF OF THE CITY, A FIFTH
AMENDMENT TO THE CONSULTING
AGREEMENT WITH BLACK & VEATCH
CORPORATION FOR THE LAKE WOHLFORD
DAM REPLACEMENT PROJECT

WHEREAS, the current condition of the Lake Wohlford Dam prevents full storage capacity and requires a replacement dam; and

WHEREAS, the City Council approved a Consulting Agreement with Black & Veatch Corporation on August 1, 2012, for design and environmental services for the Lake Wohlford Dam Replacement Project ("Project"); and

WHEREAS, on May 20, 2015, the City Council approved Resolution No. 2015-58, authorizing the Mayor and City Clerk to execute a First Amendment to the Consulting Agreement with Black & Veatch Corporation, for additional design services for the Project; and

WHEREAS, on June 13, 2018, the City Council approved Resolution No. 2018-93, authorizing the Mayor and City Clerk to execute a Second Amendment to the Consulting Agreement with Black & Veatch Corporation, for additional engineering and environmental services for the Project; and

WHEREAS, on December 18, 2019, the City Council approved Resolution No. 2019-178, authorizing the Mayor and City Clerk to execute a Third Amendment to the Consulting Agreement with Black & Veatch Corporation, for additional engineering efforts

to evaluate the feasibility of rehabilitating the existing Lake Wohlford Dam and associated structures to address seismic deficiencies in lieu of building a replacement dam; and

WHEREAS, on November 18, 2020, the City Council approved Resolution No. 2020-162, authorizing the Mayor and City Clerk to execute a Fourth Amendment to the Consulting Agreement with Black & Veatch Corporation, for additional consulting and engineering services for the Project; and

WHEREAS, additional engineering and environmental efforts are required to obtain environmental permits, secure additional funding, and provide engineering and environmental services during construction for the Project; and

WHEREAS, the Deputy City Manager / Director of Utilities recommends the Fifth Amendment to the Consulting Agreement (“Fifth Amendment”) with Black & Veatch Corporation be approved; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest, to approve said Fifth Amendment with Black & Veatch Corporation.

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

1. That the above recitations are true.
2. That the Mayor and City Council accepts the recommendation of the Deputy City Manager / Director of Utilities.
3. That the Mayor is hereby authorized to execute, on behalf of the City, a Fifth Amendment with Black & Veatch Corporation. A copy of the Fifth Amendment is attached as Exhibit “A” and is incorporated by this reference.



CITY OF ESCONDIDO
FIFTH AMENDMENT TO CONSULTING AGREEMENT

This Fifth Amendment to Consulting Agreement ("Fifth Amendment") is made and entered into as of this _____ day of _____, 2021 ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Angela Morrow
760-839-6290, ext. 7030
("CITY")

And: Black & Veatch Corporation
a Delaware corporation
300 Rancheros Drive, Suite 250
San Marcos, CA 92069
Attn: Kevin Davis
760-621-8419
("CONSULTANT").

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

WHEREAS, the Parties entered into that certain Consulting Agreement dated August 22, 2012, which was subsequently amended by a First Amendment dated June 11, 2015, which was subsequently amended by a Second Amendment dated July 9, 2018, which was subsequently amended by a Third Amendment dated January 14, 2020, which was subsequently amended by a Fourth Amendment dated December 9, 2020 (collectively, the "Agreement"), wherein CITY retained CONSULTANT to provide services to prepare design drawing and specifications including environmental documentation for the Lake Wohlford Dam Replacement Project, 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 Fifth Amendment, which is attached hereto and incorporated herein by this reference.

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

1. The CONSULTANT shall furnish all of the Services described in "Attachment A" to this Fifth Amendment.
2. The CITY will compensate CONSULTANT in an additional amount not to exceed the sum of **\$2,947,302**, pursuant to the conditions contained in "Attachment A" to this Fifth Amendment.
3. All other terms of the Agreement not referenced in this Fifth Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this Fifth Amendment, this Fifth Amendment shall prevail.
4. This Fifth 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 Fifth 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 Fifth 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 Fifth Amendment, the effective date of this Fifth Amendment shall be the latest date of execution set forth by the names of the signatories below.

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

CITY OF ESCONDIDO

Date: _____

Paul McNamara, Mayor

Black & Veatch Corporation

Date: _____

Signature

Kevin Davis, Vice President

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

BY: _____

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

ATTACHMENT "A"

Scope of Work

A ☐ **General**

Black & Veatch Corporation, a Delaware corporation ("Consultant"), will provide the City of Escondido, a California municipal corporation ("City"), with engineering and environmental services for the Lake Wohlford Dam Replacement Project.

B ☐ **Location**

Consultant to provide services at various locations including Lake Wohlford located at 25453 Lake Wohlford Road, Escondido, CA 92025.

C ☐ **Services**

Consultant shall provide the services as described in Exhibit 1 to this Scope of Work, which is attached hereto and incorporated herein by this reference.

D ☐ **Scheduling**

Services shall be provided on a continual basis for the term of this Fifth Amendment. Inquiries relating to this Fifth Amendment may be directed to Angela Morrow at 760-839-6290, ext. 7030 or amorrow@escondido.org.

E ☐ **Contract Price and Payment Terms**

The contract price of this Fifth Amendment shall not exceed **\$2,947,302**. Consultant shall submit monthly invoices to the City, and the City shall pay Consultant for invoiced services within 30 days of receipt of an invoice. Consultant shall not bill the City for any transportation costs associated with travel to and from the project site.

F ☐ **Term**

The term of this Fifth Amendment shall be from the Effective Date of this Fifth Amendment through **December 31, 2027**.

Consultant acknowledges that the City's funding of this Agreement, including this Fifth Amendment, shall be on a fiscal year basis and is subject to annual appropriations. Consultant further acknowledges that the City, as a municipal corporation, is precluded by the State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this contract shall constitute an obligation of future legislative bodies of the City or State to appropriate funds for purposes of this Agreement, including this Fifth Amendment.

Accordingly, the parties agree that the terms within this Agreement, including this Fifth Amendment, are contingent upon appropriation of funds. This Fifth Amendment may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. The City shall not be obligated to pay Consultant for any amounts not duly appropriated and authorized by City Council.



**LAKE WOHLFORD DAM REPLACEMENT PROJECT –
ADDITIONAL ENVIRONMENTAL SERVICES FOR PERMITTING SUPPORT,
INUNDATION STUDY AND ENGINEERING SERVICES
DURING CONSTRUCTION (OAKVALE ROAD REALIGNMENT
AND LAKE WOHLFORD DAM) - SCOPE OF WORK**

CITY OF ESCONDIDO

BACKGROUND

The City of Escondido (City) is seeking to construct the Lake Wohlford Dam Replacement. As required by 23 California Code of Regulations (CCR) §335.20 a new DRAFT inundation map must be submitted to Division of Safety of Dams (DSOD) prior to the construction application approval. The work to be completed as part of Inundation Study will assist the City in the inundation map development for the replacement dam. The approved inundation maps would be used to support the development of the replacement dam emergency action plan. In addition to the Inundation Study, this scope of work includes additional Environmental Services work to support permitting and WIFIA process, Engineering Services During Construction (ESDC), as described herein, for the Oakvale Road Realignment Project and the Lake Wohlford Dam Replacement Project consistent with responsibilities as Engineer of Record (EOR). Black & Veatch will execute all phases of this new work as defined below:

Specific tasks associated with this project are summarized below into the following tasks:

- Task 1000 – Project Management
- Task 3000 - Environmental
- Task 5000 – Inundation Study
- Task 8100 – Oakvale Road Realignment ESDC
- Task 9100 – Lake Wohlford Dam Replacement ESDC

A detailed scope of work is presented in the following pages. A detailed fee breakdown is provided following the detailed scope of work description.

SCOPE OF WORK

TASK 1000 – PROJECT MANAGEMENT

The following services will be provided under this task.

Task 1100 – Project Administration.

Perform project management tasks as required to facilitate completion of all tasks defined within this Scope of Work. The project management tasks to be performed include providing monthly invoices with status report defining progress to date of all tasks, and cost expenditures. It's anticipated that the Oakvale Road Realignment Construction will take 12 months and the Lake Wohlford Dam Replacement Construction will take 36 months with a 4 month overlap for a total duration of 44 months.

Deliverables for Task 1100:

1. Monthly invoice and progress report in pdf format submitted via email.



**LAKE WOHLFORD DAM REPLACEMENT PROJECT –
ADDITIONAL ENVIRONMENTAL SERVICES FOR PERMITTING SUPPORT,
INUNDATION STUDY AND ENGINEERING SERVICES
DURING CONSTRUCTION (OAKVALE ROAD REALIGNMENT
AND LAKE WOHLFORD DAM) - SCOPE OF WORK**

CITY OF ESCONDIDO

TASK 3000 – ENVIRONMENTAL

The following additional services will be provided under this task.

Task 3100 – Bio Assessment and Permitting

Tasks 3110 – Corps Data Request

The Corps has provided an additional information request to complete permit processing. AECOM will verify and gather all information requested by the Corps. In areas where items requested have previously been provided or already have been authored, a simple response to comment is proposed. In addition, mitigation plan revisions can be accommodated within the current budgets under existing tasks. Items requiring additional technical analysis by AECOM to fulfill the Corps requests are as follows:

404b(1) Alternatives Analysis

- AECOM will digitally provide a 404b(1) alternatives analysis.
- AECOM will utilize the existing alternatives analysis and calculate the varying impacts to the waters of the US. This exercise will include extending the existing formal jurisdictional delineation mapping via aerial, as needed.
- AECOM assumes B&V will provide engineering support for the alternatives analysis, and conduct the indirect impact analysis, as necessary.

Jurisdictional Data Requests

- AECOM will provide a Flow Regime Assessment
- AECOM will utilize the New Mexico Protocol or the Streamflow Duration Assessment Method for the Arid West. This requires an additional field assessment by our wetland delineator and preparation of a supplemental technical memorandum.
- AECOM will provide a Typical Year Assessment.

Assumptions for Task 3110:

1. Flow regime assessment will require 1 field day.

Deliverables for Task 3110:

1. Draft and Final 404b(1) Alternatives Analysis - One (1) electronic copy in MS Word and electronic copy (pdf).



**LAKE WOHLFORD DAM REPLACEMENT PROJECT –
ADDITIONAL ENVIRONMENTAL SERVICES FOR PERMITTING SUPPORT,
INUNDATION STUDY AND ENGINEERING SERVICES
DURING CONSTRUCTION (OAKVALE ROAD REALIGNMENT
AND LAKE WOHLFORD DAM) - SCOPE OF WORK**

CITY OF ESCONDIDO

Task 3200 – Ad-hoc Agency Coordination

This task includes as-needed support services during permit processing. These tasks are unknown at this time, but could include further technical analyses, support with species consultations, additional NEPA support beyond the WIFIA application, attendance at meetings, etc.

Task 3300 – WIFIA Support

The City is pursuing federal funds for the construction of the dam through the Water Infrastructure Finance and Innovation Act (WIFIA). The following tasks support the City's efforts to secure the funding.

Task 3310 - WIFIA Questionnaire

This task includes completing the WIFIA environmental questionnaire. AECOM will complete the WIFIA questionnaire Section 6 through the end of the questionnaire, pages A-5 through A-20. The tasks are further defined below.

- AECOM will describe the environmental permits and/or approvals and complete the status box for each.
- AECOM will complete the checklist for each environmental issue areas (issue areas 'A' through 'M', 13 total issue areas) indicating impacts, as well as measures to reduce impacts.
- For each of the 13 issue areas, AECOM will include a reference to the narrative description of the impacts (including construction and operation impacts) associated with any items with checked boxes in the 'less than significant impact' or 'potentially significant impact' columns and will identify and describe by reference any mitigation measures, BMPs and/or SOPs.

Iterative Drafts –

- AECOM will respond to comments on the draft WIFIA application in coordination with the City.
- As noted in the task assumptions, WIFIA has indicated this is an iterative process, AECOM assumes up to 100 hours of work total for revisions to the Draft and Final Submittal across various technical fields. These hours may be spent to conduct technical analysis (e.g. provide supplemental noise or air information), or to respond to other comments on the WIFIA application.

Assumptions for Task 3310:

1. Two rounds of review and edits after submittal of the Draft.
2. All versions will be submitted electronically



**LAKE WOHLFORD DAM REPLACEMENT PROJECT –
ADDITIONAL ENVIRONMENTAL SERVICES FOR PERMITTING SUPPORT,
INUNDATION STUDY AND ENGINEERING SERVICES
DURING CONSTRUCTION (OAKVALE ROAD REALIGNMENT
AND LAKE WOHLFORD DAM) - SCOPE OF WORK**

CITY OF ESCONDIDO

Task 3330 - Cultural Supplemental Survey

Due to no proposed dam construction in the vicinity of the Escondido Fish and Game Association shooting range, the previous project cultural surveys did not cover the area. There is the potential for restoration activities to happen adjacent to the shooting range. And as identified by the WIFIA NEPA process the scope of service is included as follows.

Conduct a supplemental cultural resources survey of an approximately 17-acre area adjacent to the Escondido Fish & Game Association shooting range. This area was excluded from the previous cultural resources inventory for safety reasons due to active shooting (Affinis 2013). AECOM will coordinate with the shooting range to safely access the supplemental survey area. Because the previous survey was conducted in 2013. AECOM will request an updated record search at the South Coastal Information Center of the California Historical Information System. The records search will focus on areas within 0.25 mile of the Supplemental survey area. Additionally, AECOM will request a search of the Sacred Lands File maintained by the California Native American Heritage Commission to identify any additional sites of concern to Native American tribes.

The field survey will be conducted by a team of two archaeologists and one tribal representative walking in parallel transects spaced no more than 10 meters apart. Archaeological sites will be defined as three or more artifacts with a 25 x 25 m area; artifacts spaces more widely apart will be recorded as isolated finds. Features such as bedrock milling, historic foundations will be recorded as archeological sites. It is assumed that no structures or buildings will be present within the supplemental survey area. All cultural resources will be recorded in standard Department of Parks and Recreation format (DPR Form 523). The results of the survey will be documented in a brief letter report that includes the survey methodology, findings, and preliminary assessments of any identified cultural resources. If potentially significant cultural resources are identified, recommendations for further treatment will be provided as appropriate. Although not anticipated, any treatment would be a subsequent work effort.

Section 106 Consultation Support.

Provide support for consultation with the California Office of Historic Preservation under Section 106 of the National Historic Preservation Act, including drafting letters and compiling elements of the consultation package.

Assumptions for Task 3330:

1. No separate comprehensive Section 106 Cultural Resources Report or edit to original survey report.

Deliverables for Task 3330:

1. Draft and Final Supplemental Survey Letter - One (1) electronic copy in MS Word and electronic copy (pdf).



**LAKE WOHLFORD DAM REPLACEMENT PROJECT –
ADDITIONAL ENVIRONMENTAL SERVICES FOR PERMITTING SUPPORT,
INUNDATION STUDY AND ENGINEERING SERVICES
DURING CONSTRUCTION (OAKVALE ROAD REALIGNMENT
AND LAKE WOHLFORD DAM) - SCOPE OF WORK**

CITY OF ESCONDIDO

TASK 5000 – LAKE WOHLFORD INUNDATION STUDY

Task 5100 – Project Meetings

Tasks 5110 – Meetings. The scope will include two virtual meetings with the City Project Manager and other City staff throughout this work phase. Progress meetings will be used to keep the City informed of project status including status of specific project tasks, budget, and any scope changes.

Black & Veatch's Project Manager, Project Engineer, and Mapping Lead will attend the virtual Progress Meetings. Meeting assumptions are as follow:

- ▼ Monthly Progress Meetings – 2 meetings, 1-hour duration

Assumptions for Task 5110:

1. A summary of action items noted in the meeting will be distributed to all attendees via email.

Task 5120 – DSOD Coordination and Meetings. The scope will include one virtual meeting with DSOD and the City Project Manager. Black & Veatch will prepare the agenda, PowerPoint, and meeting minutes for the meeting.

All meetings will be attended by Black & Veatch's Project Manager, Project Engineer, and Mapping Lead. Meeting assumptions are as follow:

- ▼ DSOD Meetings – 1 meeting, 1-hour duration

In addition, this task includes effort for review and response to one round of DSOD comments on the inundation mapping.

Deliverables for Task 5120:

1. Meeting Agenda and Presentation Materials – One (1) electronic copy in MS Word or PowerPoint and electronic copy (pdf).
2. Meeting Minutes – One (1) electronic copy submitted electronically within 10 days of a meeting.



**LAKE WOHLFORD DAM REPLACEMENT PROJECT –
ADDITIONAL ENVIRONMENTAL SERVICES FOR PERMITTING SUPPORT,
INUNDATION STUDY AND ENGINEERING SERVICES
DURING CONSTRUCTION (OAKVALE ROAD REALIGNMENT
AND LAKE WOHLFORD DAM) - SCOPE OF WORK**

CITY OF ESCONDIDO

Task 5200 – Model Setup and Development

Black & Veatch will develop the model for the dam breach. Model development includes determining the model scenarios, selecting the appropriate terrain, and model setup. Task 5200 is comprised of the following specific tasks.

Task 5210 – Sunny-Day Model Scenario and Piping Failure Mode. Black & Veatch will review the modeling requirements of 23 CCR §335.6 and confirm required model scenarios that include failing the dam and any appurtenant structures. A sunny-day reservoir loading condition is required for the modeled breach of the dam and critical appurtenant structures. Based on initial review of the proposed new dam facilities there appear to be no critical appurtenant structures to fail, therefore, for the current scope, only the RCC portion of the dam will be failed for the sunny-day scenario. The reservoir level for the sunny-day failure scenario will be at spillway crest and the failure mode will be a piping failure.

Sediment impounded in the reservoir will be modeled as water.

Assumptions for Task 5210:

1. Only the sunny-day failure condition will be modeled as per regulations.
2. A storm induced loading condition is not included in this scope and is not required by 23 CCR §335.6. Additional scope and fee would be required for the analysis of a storm induced loading condition.
3. Sediment impounded in the reservoir will be modeled as water. If a sediment release modelling approach is requested, it will require additional scope and fee.

Task 5220 – Terrain. The elevation data to be used will be USGS one-meter DEM data. This horizontal resolution will be appropriate for the downstream development and terrain that would potentially be impacted by the failure scenario. The one-meter DEM horizontal resolution meets 23 CCR §335.20 requirement for the data to be ten meters or finer.

Task 5230 – Model Setup. The model setup will include the following considerations:

1. Breach parameter selection will come from Table 9-3 of Federal Emergency Management Agency (FEMA) P-946, incorporated here by reference. This is an acceptable breach parameter selection method per 23 CCR §335.6. Inundation mapping will be from the location of Wohlford Dam downstream to the Pacific Ocean at San Elijo Lagoon, requiring modelling approximately 24 miles of stream reach.
2. Determine channel and floodplain roughness characteristics, construct polygon areas of different roughness type areas. If a digitized land use map is available in GIS format, we will assign roughness characteristics to the previously drawn land use polygons. If a land use map is not available or does not cover the entire modelling area, or is lacking some required polygon roughness areas, such as the river channel, we will add up to a



**LAKE WOHLFORD DAM REPLACEMENT PROJECT –
ADDITIONAL ENVIRONMENTAL SERVICES FOR PERMITTING SUPPORT,
INUNDATION STUDY AND ENGINEERING SERVICES
DURING CONSTRUCTION (OAKVALE ROAD REALIGNMENT
AND LAKE WOHLFORD DAM) - SCOPE OF WORK**

CITY OF ESCONDIDO

maximum of 6 polygon roughness types. If more than 6 additional roughness polygons are required, it will require additional fee to develop.

3. Obtain bridge information for determining possible depth of overtopping only. Bridges are assumed to fail and wash away, or are considered a negligible obstruction of flow, and will not be coded in the model. There are approximately 24 street crossings upstream of Harmony Grove Rd crossing, where the concrete channel terminates. Obtain bridge decking elevation data, transform to model's vertical datum, calculate maximum overtopping depth. There are approximately 15 street crossings downstream of Harmony Grove Rd crossing, where concrete channel terminates. Obtain bridge decking elevation data, transform to model's vertical datum, calculate maximum overtopping depth.
4. Develop stage/storage curve for the new dam, this curve will include the volume of the original "old" dam (before any sedimentation occurred), additional volume from the modifications of the "old" dam, and the volume between the proposed dam and the old dam.
5. Develop the 2D modelling parameters such as grid definition, break lines, boundary conditions, channel terrain burning, and enhanced grid locations for insertion into the 2D model.
6. Complete model setup quality control.

Assumptions for Task 5230:

1. The remaining existing "old" inundated embankment (engineered fill) will remain during the breach scenario and not be considered as available breaching volume of water. Guidance was provided on this subject by DSOD as follows: "You do not need to treat the remaining existing dam (engineered fill) as flowable, only the accumulated sediment." Any changes to the old dam embankment (engineered fill) such as removal of the top, cutting a notch in the old dam, and topping protection will be accounted for in the development of the new curve. The old dam's stage/storage curve will be used, approximately 7,000-7,500 ac-ft, along with adding the additional volume from the modifications to the old dam and the volume between the new and old dam. By including the old dam's original stage/storage curve any accumulated sediment will be treated as flowable volume, aligning with the DSOD requirement. Furthermore, the volume of water that breaches in the new dam breach analysis will not include the volume taken up by the remaining modified old embankment (remaining engineered fill) as permitted by DSOD's statement above.
2. During dam breach flood wave routing bridges are assumed to fail and not be an obstruction to flow, therefore bridge structures will not be coded into the model. We will estimate bridge decking elevation from supplied as-built drawings, bridge owner data information, terrain information, or Google Earth, whichever is most accessible and appropriate. If requested bridge information is not available, surrounding terrain information of the roadway will be used for setting a bridge deck elevation. With bridge



**LAKE WOHLFORD DAM REPLACEMENT PROJECT –
ADDITIONAL ENVIRONMENTAL SERVICES FOR PERMITTING SUPPORT,
INUNDATION STUDY AND ENGINEERING SERVICES
DURING CONSTRUCTION (OAKVALE ROAD REALIGNMENT
AND LAKE WOHLFORD DAM) - SCOPE OF WORK**

CITY OF ESCONDIDO

decking elevation we will approximate a maximum depth of overtopping to be provided in a table.

Task 5300 – Modeling

Task 5310 – Modeling. The inundation zone being modeled downstream of Lake Wohlford consist of a mixture of land contour features such as mild canyon, trapezoidal channel, flat terrain, and steep terrain. We will decide during model setup, and initial model runs if an area should be modeled in an unsteady 1D model format or an unsteady 2D model format. It is not known beforehand exactly what sections will be a 1D or 2D type format. The scope includes budget to address this possible multiformat 1D, 2D modelling format. Therefore, a HEC-RAS model consisting possibly of a mixture of 1D, 2D unsteady state modules will be constructed to simulate the dam breach and flood wave routing. Complete quality control for 1D and 2D HEC-RAS models. The model runs will include data acquisition of the following:

1. Inundation boundary (maximum inundation limits, no time occurrence associated with inundation boundary).
2. Flood wave arrival time (elapsed time from the start of the breach to when the frontal or flood wave arrives at certain locations throughout the inundation zone).
3. Maximum depth (no time occurrence associated with maximum depth).
4. Maximum velocity (no time occurrence associated with maximum velocity).

Assumptions for Task 5310:

1. Bridge structures are not being modeled, they are assumed to wash away or not be a significant obstruction of the flow.
2. An all-inclusive unsteady state HEC-RAS model that may contain 1D and 2D modules will be developed with the appropriate modelling application being determined during model setup.

Deliverables for Task 5310:

1. Electronic geospatial files developed using the two-dimensional hydraulic model for the inundation boundary, flood wave arrival time, maximum depth, and maximum velocity, together with the projection information in 23 CCR §335.12(g) will be submitted. Raster files will be submitted in Tagged Image File (TIF) format, which include maximum depth, and maximum velocity. Vector layers will be submitted in shapefile or geodatabase format, which include inundation boundary, maximum velocity contours, maximum depth contours, terrain contours, arrival time location marker, mile marker, and critical facility location marker.

Task 5400 – Mapping

Task 5410 – Confirm Map Scale, Layout, and Data. This task will be completed to confirm the map scale, layout and how data is displayed on the maps. B&V will perform a preliminary



**LAKE WOHLFORD DAM REPLACEMENT PROJECT –
ADDITIONAL ENVIRONMENTAL SERVICES FOR PERMITTING SUPPORT,
INUNDATION STUDY AND ENGINEERING SERVICES
DURING CONSTRUCTION (OAKVALE ROAD REALIGNMENT
AND LAKE WOHLFORD DAM) - SCOPE OF WORK**

CITY OF ESCONDIDO

breach analysis of the new dam, to make an Index Map with grids to confirm scale and number of maps required based on map scaling guidelines. A preliminary representation of how the data (inundation boundary, flood wave arrival time, maximum depth and maximum velocity) will be displayed on the maps will be included. The draft Index Map and individual example sheets will be submitted to the City and DSOD for review and confirmation prior to completing Task 5420 – Mapping.

Deliverables for Task 5410:

1. Draft One (1) digital copy of the preliminary overall Index Map and two example map sheets in color portable document format (.pdf).

Task 5420 – Mapping. An inundation map shall be prepared for the sunny-day breach failure as described in 23 CCR §335.6. Inundation maps will contain the following model outputs as rasters, contours, points, or cross-sections at appropriate time and space intervals displayed over current aerial imagery:

1. Inundation boundary,
2. Flood wave arrival time,
3. Maximum depth, and
4. Maximum velocity.

The inundation boundary shall be displayed as a one-foot maximum depth, except where the flood wave would be confined to a channel or canyon, and where the flood wave no longer poses a threat to life or critical facilities. This statement is taken from 23 CCR §335.10 and is understood to provide guidance for how mapping the inundation boundary to at least one-foot in depth and for the downstream mapping limits the depth will be no greater than one foot in depth except where flood wave would be confined to a channel or canyon, and where the flood wave no longer poses a threat to life or critical facilities. It is anticipated the mapping will be taken the full length to the Pacific Ocean and the side flooding inundation extents will be carried out to something less than 0.25 ft. If a tributary has some backwater from the flooding, the mapping will follow up the tributary to at least 1 foot in depth within the tributary.

General information. Each inundation map sheet shall contain the following information:

1. The name of the dam, the department's dam number, the national dam ID number, and the county in which the dam is located.
2. The meteorological loading condition is a sunny-day event and will be appropriately labeled.
3. Sediment. If the failure scenario depicts the effects of sediment release, note "Includes reservoir sediment release".
4. Label identifying the dam.
5. Symbols and a corresponding legend that identifies all critical facilities in the inundation area and within the mapped extent.



**LAKE WOHLFORD DAM REPLACEMENT PROJECT –
ADDITIONAL ENVIRONMENTAL SERVICES FOR PERMITTING SUPPORT,
INUNDATION STUDY AND ENGINEERING SERVICES
DURING CONSTRUCTION (OAKVALE ROAD REALIGNMENT
AND LAKE WOHLFORD DAM) - SCOPE OF WORK**

CITY OF ESCONDIDO

6. Labels identifying the downstream channels and flood control features within the inundation area, such as dams, levees, canals, rivers, streams, bypasses, weirs, pumps, and control structures.
7. Boundary delineations identifying the city, county, or other governmental agency jurisdictional boundaries affected by the inundation area.
8. An arrow indicating north.
9. An appropriate scale bar and the stated map scale.
10. Vertical elevation datum specified as NAVD88.
11. If applicable, an index showing the relationship of the map sheet to the other map sheets.
12. The preparation date of the map.
13. The simulation date of the model.
14. The signature, seal, and license number of the California-licensed professional civil engineer responsible for preparing the map.
15. A statement that includes:
 - a. The information shown is approximate and should be used as a guideline for emergency preparation and response.
 - b. Security-sensitive infrastructure may not be shown on this map.
16. For flood waves that are confined within a channel but not shown within the inundation boundary as allowed by 23 CCR §335.10(c), a statement indicating high flows may continue beyond the inundation boundary.
17. Labels identifying low-lying areas where the flood recession is expected to be slow and affect lives or critical facilities.

All inundation maps shall be prepared at a scale and quality that enables a person familiar with the area to clearly comprehend an aerial view of the extent of flooding. A map scale such as that described in Section 11.3.3 of FEMA P-946, Federal Guidelines for Inundation Mapping of Flood Risks Associated with Dam Incidents and Failures, may be applied.

Digital Image and Data submittals shall be placed in units following the Reporting Standards.

Mapping quality control is included.

The DRAFT maps will be provided in digital pdf format for City review prior submittal to DSOD. Comments received from the City will be incorporated into the maps and a final set of digital pdf format maps approved by the City will be submitted to DSOD as a draft for DSOD review. Comments from DSOD will be incorporated and the maps will be finalized and submitted to the City and DSOD in digital pdf format as well as a final hard copy set of maps.



**LAKE WOHLFORD DAM REPLACEMENT PROJECT –
ADDITIONAL ENVIRONMENTAL SERVICES FOR PERMITTING SUPPORT,
INUNDATION STUDY AND ENGINEERING SERVICES
DURING CONSTRUCTION (OAKVALE ROAD REALIGNMENT
AND LAKE WOHLFORD DAM) - SCOPE OF WORK**

CITY OF ESCONDIDO

Assumptions for Task 5420:

1. Depth of flooding will not be calculated and tabulated for known building/house structures.
2. A budgeted 30 maps are assumed to cover the inundation boundary from Lake Wohlford to the Pacific Ocean. A closer approximation of the number of maps can be determined from the results of Task 5410.
3. Only one failure mode will be mapped.

Deliverables for Task 5420:

1. Draft and Final inundation map - One (1) digital copy of a color Index Map and inundation map, made up of individual map sheets in portable document format (.pdf).
2. One (1) hard copy set of the final maps for the City.
3. One (1) hard copy set of the final maps for DSOD.

Task 5500 – Technical Memorandum

Task 5510 – Technical Memorandum. A technical memorandum (TM) shall be prepared to document the inundation modeling map development. The TM shall include the following:

1. Name and location of the dam and critical appurtenant structures.
2. Description of the dam, including the materials and methods of construction and a description of each critical appurtenant structure. Identify elevations of the crest, upstream, and downstream toes. Provide a description of the outlet(s), including capacity. Provide justification for appurtenances that are not considered critical appurtenant structures by the dam owner.
3. Reservoir storage capacity curve that shows the relationship between reservoir elevation and volume from the base of the reservoir to the dam crest. Elevation shall be specified as feet above North American Vertical Datum of 1988 (NAVD88).
4. Brief summary of the following:
 - a) Modeled failure scenario(s) for the dam system. For each failure scenario, include the breach hydrograph immediately downstream of the dam or critical appurtenant structure in tabular and graphical formats.
 - b) Modeling software description information.
 - c) Modeling assumptions of the meteorological loading condition, type of reservoir routing, downstream roughness or other friction coefficients, and initial conditions of downstream watercourses.
 - d) Breach parameters for each failure scenario submitted in tabular format. Provide an explanation for breach parameter selection.
 - e) Type of terrain data used, including any modifications made to the terrain.
 - f) Any sensitivity analyses of the model, including the model's response to changes made to the roughness or other friction coefficients.



**LAKE WOHLFORD DAM REPLACEMENT PROJECT –
ADDITIONAL ENVIRONMENTAL SERVICES FOR PERMITTING SUPPORT,
INUNDATION STUDY AND ENGINEERING SERVICES
DURING CONSTRUCTION (OAKVALE ROAD REALIGNMENT
AND LAKE WOHLFORD DAM) - SCOPE OF WORK**

CITY OF ESCONDIDO

- g) Modifications made to stabilize the model or accelerate its computational runtime, if applicable, and the effects such modifications have on the modeled inundation results.
- 5. The signature, seal, and license number of the California-licensed professional civil engineer responsible for preparing the TM.

The DRAFT TM will be provided for City review prior submittal to DSOD. Comments received from the City will be incorporated into the TM and a final TM approved by the City will be submitted to DSOD as a draft for DSOD review. Comments from DSOD will be incorporated and the TM will be finalized and submitted to the City and DSOD.

Deliverables for Task 5510:

- 1. City Deliverable –
 - i. Draft and Final technical memorandum - One (1) electronic copy in MS Word and portable document format (.pdf).
 - ii. One (1) hard copy of the final TM.
- 2. DSOD Deliverable –
 - i. Draft and Final technical memorandum – One (1) hard copy and portable document format (.pdf).
 - ii. One (1) hard copy of the final TM.

Assumptions for Task 5510:

- 1. Electronic copies of all deliverables, including maps, model exports and technical memorandums shall be provided using formats in their original software version (e.g., Word, Excel, PowerPoint, HEC-RAS) in addition to a PDF version.

TASK 8100 – OAKVALE ROAD RE-ALIGNMENT ENGINEERING SERVICES DURING CONSTRUCTION

The following services will be provided under this task. It is anticipated that this work will last 12 months.

Task 8110 – Project Meetings.

The following meetings will be provided under this task.

Task 8111 - Pre-Construction Meeting. Black & Veatch's Project Manager, Engineering Manager, and O'Day Consultants' Project Manager will attend the pre-construction meeting. The meeting is assumed to last 4 hours.



**LAKE WOHLFORD DAM REPLACEMENT PROJECT –
ADDITIONAL ENVIRONMENTAL SERVICES FOR PERMITTING SUPPORT,
INUNDATION STUDY AND ENGINEERING SERVICES
DURING CONSTRUCTION (OAKVALE ROAD REALIGNMENT
AND LAKE WOHLFORD DAM) - SCOPE OF WORK**

CITY OF ESCONDIDO

Task 8112 - Monthly Construction Meetings. Black & Veatch's Project Manager will attend 12 construction progress meetings. The meetings are assumed to last 2 hours.

Task 8113 - Bi-Monthly Internal Construction Progress Meetings. The Black & Veatch Project Manager, Engineering Manager, and up to one additional team members will attend the 6 internal construction progress meetings. The meetings are assumed to last 1 hour.

Assumptions for Task 8110:

1. Construction Management team will schedule, conduct, and document pre-construction and bi-weekly meetings.

Task 8120 – Field Support Services.

The following field support services will be provided under this task.

Rock Bolt Field Support Services

1. Bolt Inspection. This task includes bolt inspection before installed bolts are inaccessible. This task includes 12 cut slope benches with 12 trips to the site by a Black & Veatch geotechnical engineer.
2. Review and Approval of Quality Assurance and Field Test Program for Rock Bolts and Wire Mesh. This task includes review and approval of Quality Assurance and Field Test program for the Rock Bolts and Wire Mesh.
3. Selection of Rock Bolts for Pull Tests. This task includes selection of rock bolts for pull tests and review of the results.
4. Report Review. This task includes the review of bolt inspection reports and pull test reports.

Rock Excavation Mapping. As part of the Oakvale Road re-alignment, grading of the rock slope adjacent to the dam's left abutment will be performed by the contractor. As-built geologic mapping will be performed during excavation and grading for the Oakvale Road Realignment and foundation excavation for Wohlford Dam Replacement. Mapping will be documented at a scale of about 1 inch = 20 feet and finer where warranted, as suggested by DSOD. In general, the detail of mapping will be conducted along the area of the left abutment, within 100 feet of both sides from the new dam axis

Geologic mapping is anticipated to be required for up to 5 temporary construction benches (assumed vertically spaced of about 10 to 20 feet), the slope crest, the toe-of-slope, and other areas accessible by foot in the general area of the proposed left abutment. Mapping will be performed using the grading plan as the basemap. As-built geologic mapping data will include the following where observable:



**LAKE WOHLFORD DAM REPLACEMENT PROJECT –
ADDITIONAL ENVIRONMENTAL SERVICES FOR PERMITTING SUPPORT,
INUNDATION STUDY AND ENGINEERING SERVICES
DURING CONSTRUCTION (OAKVALE ROAD REALIGNMENT
AND LAKE WOHLFORD DAM) - SCOPE OF WORK**

CITY OF ESCONDIDO

- Orientation and location of major geologic structure;
- Distribution of major geologic units, rock types, structural blocks, and/or weathering zones;
- Zones of seepage; and
- Orientation and condition of persistent discontinuities.

It is assumed ten (10) field visits will be required during grading to obtain the necessary geologic data. The mapping will be performed by a Kleinfelder geologist or geologic engineer under the direction of a California Certified Engineering Geologist (CEG).

Task 8130 –Review of Shop Drawing Submittals.

A Black & Veatch engineer of the responsible engineering discipline (Engineer) will review shop drawings and submittal documents as required by the Contract Documents. Through the City/CM, the Engineer will receive submittals and will provide a single response to the CM for distribution to the Contractor and City. The Engineer will provide the final review disposition for shop drawing submittals.

The level of effort for this task assumes reviewing 16 construction submittal packages, including resubmittals. The total number of submittals is estimated for budgeting purposes and only the hours completed per submittal will be billed. Additionally, it is assumed that submittal routing and document management will be managed by the CM, and that any comments from the City or other parties will be provided to the Engineer for review prior to issuance of a final review disposition.

Task 8140 –Review of Request for Information.

Black & Veatch will provide written clarifications and interpretation of design criteria, or design intent, in response to each Contractor request for information (RFI). Black & Veatch's written RFI response will be provided to the City within three working days of the day the CM notifies Black & Veatch of the RFI. RFI responses will be coordinated with the City staff as required. It's anticipated that up to 4 hours per review may be required. A budget for review and response to 16 RFIs related to construction activities has been established for the project. The total number of RFIs is estimated for budgeting purposes and only the hours completed per RFI will be billed.

Task 8150 – Field Change Orders.

Black & Veatch will review change order requests as requested by the City's CM and will provide an opinion on the appropriateness of the change order request, in accordance with the Contract Documents. Engineer will provide written summary of opinion of change order request, including a parallel cost estimate if requested, and submit to the City's CM. The level of



**LAKE WOHLFORD DAM REPLACEMENT PROJECT –
ADDITIONAL ENVIRONMENTAL SERVICES FOR PERMITTING SUPPORT,
INUNDATION STUDY AND ENGINEERING SERVICES
DURING CONSTRUCTION (OAKVALE ROAD REALIGNMENT
AND LAKE WOHLFORD DAM) - SCOPE OF WORK**

CITY OF ESCONDIDO

effort for this task assumes responses to 4 change orders will be requested, with 10 to 12 hours per change order.

Task 8160 – Preparation of Record Drawings.

It is assumed that the CM will coordinate with the Contractor so that the Contractor maintains an up-to-date set of “redlines” record drawings at the site at all times during construction. Black & Veatch will prepare record drawings following receipt of the Contractor’s final “redlines” that reflect changes in the contract documents from RFIs and/or change orders. It is assumed that up to 7 contract drawings will be revised and that redlines provided by the Contractor will be reviewed and approved by the City prior to completion of the record drawings. Black & Veatch will provide the City with an electronic copy (AutoCAD) of the final record drawings and one full size set on bond paper.

Task 8170 – Geologic Mapping Report Preparation and GDR Addendum.

The geotechnical data from the geologic mapping will be summarized and included in a letter addendum to the Geotechnical Data Report (GDR) prepared by Kleinfelder in 2013. The data included in the addendum will consist of the geologic mapping and relevant geologic features.

The GDR Addendum will be submitted as a draft for review by the City and DSOD. Following receipt of review comments from the City and DSOD, Kleinfelder will revise the addendum and prepare a final version.

Deliverables for Task 8170:

- i. Draft and Final report addendum - One (1) electronic copy in MS Word and portable document format (.pdf).
- ii. Five (5) hard copy of the final report.

TASK 9100 – LAKE WOHLFORD DAM REPLACEMENT ENGINEERING SERVICES DURING CONSTRUCTION

The following services will be provided under this task. It is anticipated that this work will last 36 months.

Task 9110 – Project Meetings.

The following meetings will be provided under this task.



**LAKE WOHLFORD DAM REPLACEMENT PROJECT –
ADDITIONAL ENVIRONMENTAL SERVICES FOR PERMITTING SUPPORT,
INUNDATION STUDY AND ENGINEERING SERVICES
DURING CONSTRUCTION (OAKVALE ROAD REALIGNMENT
AND LAKE WOHLFORD DAM) - SCOPE OF WORK**

CITY OF ESCONDIDO

Task 9111 - Pre-Construction Meeting. The Project Manager, Engineering Manager, up to two additional team members and Kleinfelder will attend the pre-construction meeting. The meeting is assumed to last 4 hours.

Task 9112 - Bi-Weekly Construction Meetings. The Project Manager and up to one additional team members will attend the 72 construction progress meetings. The meetings are assumed to last 2 hours.

Task 9113 - Monthly Internal Construction Progress Meetings. The Black & Veatch Project Manager, Engineering Manager, Field Engineer and up to 3 additional team members will attend the 36 internal construction progress meetings. The meetings are assumed to last 1 hour.

Assumptions for Task 9110:

1. Construction Management team will schedule, conduct, and document pre-construction and bi-weekly meetings.

Task 9120 – Field Support Services.

The following field support services will be provided under this task.

Field Engineer

1. Black & Veatch field engineer will be onsite from the start of Site Development to Regulatory Acceptance. Field engineer will provide input and guidance to Contractor to maintain conformance to project contract documents.
2. One field office will be provided to the Black & Veatch Field Engineer within the CM or City trailer.

Foundation Excavation

1. Black & Veatch geotechnical engineer will be onsite throughout all foundation excavation activities. Foundation excavation is assumed to last 3-months.
2. The lines shown on the drawings for the foundation excavation of the RCC dam and its ancillary structures are approximate. The location of the acceptable foundation material may be above or below the excavation lines shown on the drawings. B&V geotechnical engineer will provide input as to determine foundation excavation limits based on actual field conditions and remove any unsuitable material.
3. Report Review. This task includes the review of the geologic mapping completed by Kleinfelder.



**LAKE WOHLFORD DAM REPLACEMENT PROJECT –
ADDITIONAL ENVIRONMENTAL SERVICES FOR PERMITTING SUPPORT,
INUNDATION STUDY AND ENGINEERING SERVICES
DURING CONSTRUCTION (OAKVALE ROAD REALIGNMENT
AND LAKE WOHLFORD DAM) - SCOPE OF WORK**

CITY OF ESCONDIDO

Rock Bolt Field Support Services

1. Bolt Inspection. This task includes bolt inspection before installed bolts are inaccessible. This task includes 2 cut slope benches with 2 trips to the site by a B&V geotechnical engineer.
2. Review and Approval of Quality Assurance and Field Test Program for Rock Bolts and Wire Mesh. This task includes review and approval of Quality Assurance and Field Test program for the Rock Bolts and Wire Mesh.
3. Selection of Rock Bolts for Pull Tests. This task includes selection of rock bolts for pull tests and review of the results.
4. Report Review. This task includes the review of bolt inspection reports and pull test reports.

Structural Observation

1. Kleinfelder will provide structural observation during construction. This task includes 5 site visits.

Foundation Excavation Mapping

The foundation excavation will be performed by the contractor. As-built geologic mapping will be performed periodically as the slope is constructed. Mapping will be performed at a scale of about 1 inch = 20 feet and finer where warranted, as suggested by DSOD. In general, the detail of mapping will be greater along the area (i.e., plus and minus about 100 feet from the new dam axis) of the left abutment.

Mapping is anticipated to be required for the full foundation excavation.

Mapping will be performed using the grading plan as the basemap. As-built geologic mapping data will include the following where observable:

- Orientation and location of major geologic structure;
- Distribution of major geologic units, rock types, structural blocks, and/or weathering zones;
- Zones of seepage; and
- Orientation and condition of persistent discontinuities.

Ten (10) field visits are anticipated to obtain data during grading. The mapping will be performed by a geologist or geologic engineer under the direction of a California CEG. The



**LAKE WOHLFORD DAM REPLACEMENT PROJECT –
ADDITIONAL ENVIRONMENTAL SERVICES FOR PERMITTING SUPPORT,
INUNDATION STUDY AND ENGINEERING SERVICES
DURING CONSTRUCTION (OAKVALE ROAD REALIGNMENT
AND LAKE WOHLFORD DAM) - SCOPE OF WORK**

CITY OF ESCONDIDO

geotechnical data from the foundation mapping will be summarized and included in the GDR Addendum described in Task 8170.

Rock Core Boring

Upon excavation of Oakvale Road and depending upon the existing geology exposed, up to one rock core boring may be drilled to a depth of approximately 100 feet below the crest of the dam elevation in the general area of the proposed left abutment. This task will only be completed with written City authorization. The services for the rock core boring will include the following:

- Triple tube wireline rock core drilling methods will be used to obtain continuous core samples of rock in general accordance with ASTM D2113, Standard Practice for Rock Core Drilling and Sampling of Rock for Site Investigation
- Logging and sampling will be conducted under the supervision of our CEG.
- Collected samples will be cleaned, photographed, logged in the core tray, and then placed in wood core boxes, each holding approximately 15 feet of core.
- Upon completion of drilling, rock core borings, downhole geophysical surveys will be conducted using an acoustic televiewer (ATV).
- In-situ hydraulic conductivity (packer) testing will be performed using wireline, pneumatic, dual-packer system to isolate selected sections of formation for testing. Testing will be performed in accordance with the methods and procedures described in the Engineering Geology Field Manual (USBR, 1998).
- Downhole suspension seismic velocity surveys will also be performed using an OYO suspension P-S logging system to measure the compressive (Vp) and shear wave (Vs) velocity of geomaterials adjacent to the probe in the vertical direction.
- After completion of the borehole, it will be backfilled using bentonite-cement slurry.
- Since the boring exceeds 20 feet deep, a boring permit from County of San Diego Department of Environmental Health (DEH) will be obtained prior to drilling.
- Information obtained from this new rock coring will be updated within the GDR Addendum in parallel with Task 8170, above.

Task 9130 –Review of Shop Drawing Submittals.

A Black & Veatch Engineer of the responsible engineering discipline (Engineer) will review shop drawings, submittal documents, and equipment operation and maintenance manuals as required by the Contract Documents. Through the City/CM, the Engineer will receive



**LAKE WOHLFORD DAM REPLACEMENT PROJECT –
ADDITIONAL ENVIRONMENTAL SERVICES FOR PERMITTING SUPPORT,
INUNDATION STUDY AND ENGINEERING SERVICES
DURING CONSTRUCTION (OAKVALE ROAD REALIGNMENT
AND LAKE WOHLFORD DAM) - SCOPE OF WORK**

CITY OF ESCONDIDO

submittals and will provide a single response to the CM for distribution to the Contractor and City. The Engineer will provide the final review disposition for shop drawing submittals.

Manufacturer's O&M manuals will be reviewed for inclusion of information in conformance with the Contract Documents and shop drawing approvals.

The level of effort for this task assumes reviewing 172 construction submittal packages, including resubmittals. The total number of submittals is estimated for budgeting purposes and only the hours completed per submittal will be billed. Additionally, it is assumed that submittal routing and document management will be managed by the CM, and that any comments from the City or other parties will be provided to the Engineer for review prior to issuance of a final review disposition.

Task 9140 – Review of Request for Information.

Black & Veatch will provide written clarifications and interpretation of design criteria, or design intent, in response to each Contractor request for information (RFI). Black & Veatch's written RFI response will be provided to the City within three working days of the day the CM notifies Black & Veatch of the RFI. RFI responses will be coordinated with the City staff as required. It's anticipated that up to 4 hours per review may be required. A budget for review and response to 150 RFIs related to construction activities has been established for the project. The total number of RFIs is estimated for budgeting purposes and only the hours completed per RFI will be billed.

Task 9150 – Field Change Orders.

Black & Veatch will review change order requests as requested by the City's CM and will provide an opinion on the appropriateness of the change order request, in accordance with the Contract Documents. Engineer will provide written summary of opinion of change order request, including a parallel cost estimate if requested, and submit to City/CM. The level of effort for this task assumes responses to 20 change orders will be requested, with 20 hours per change order.

Task 9160 – Preparation of Record Drawings.

It is assumed that the CM will coordinate with the Contractor so that the Contractor maintains an up-to-date set of "redlines" record drawings at the site at all times during construction. Black & Veatch will prepare record drawings following receipt of the Contractor's final "redlines" that reflect changes in the contract documents from RFIs and/or change orders. It is assumed that up to 80 contract drawings will be revised and that redlines provided by the Contractor will be reviewed and approved by the City prior to completion of the record



**LAKE WOHLFORD DAM REPLACEMENT PROJECT –
ADDITIONAL ENVIRONMENTAL SERVICES FOR PERMITTING SUPPORT,
INUNDATION STUDY AND ENGINEERING SERVICES
DURING CONSTRUCTION (OAKVALE ROAD REALIGNMENT
AND LAKE WOHLFORD DAM) - SCOPE OF WORK**

CITY OF ESCONDIDO

drawings. Black & Veatch will provide the City with an electronic copy (AutoCAD) of the final record drawings and one full size set on bond paper.

Task 9170 – Construction Monitoring

Task 9171 - Environmental & Biological Monitoring

AECOM will provide a qualified Biological Monitor(s) to support the project. Biological monitoring is intended to fulfill requirements included as mitigation measures in the EIR. The Biological Monitor will perform tasks such as pre-construction nesting bird surveys, inspection of Environmentally Sensitive Area (ESA) fencing, inspection of workspace delineations, oversee adherence to air quality and noise mitigation measures, and ensure compliance of the project as proposed in the Final EIR. Biological monitoring will be provided daily during initial ground disturbance and vegetation removal and weekly thereafter. Biological monitoring is assumed for up to 200 hours during initial vegetation removal and ground disturbance (estimated at 1 month or 20 10-hr person days). Following initial vegetation removal and ground disturbance, up to 40 additional monitoring visits are anticipated over the project duration for an estimated 400 additional person hours. Additional monitoring visits may be required for nesting bird oversight, general biological guidance, and/or construction work areas change. A total of 600 hours of biological monitoring are assumed under this task. Biological monitoring reports will be prepared daily for each day on site and submitted weekly to Black & Veatch. Brief annual monitoring reports will be prepared for submittal to the resource agencies and are anticipated to focus on aquatic resources only.

If project construction requires the initiation of vegetation removal or earthwork during the bird breeding season (February 15 through September 15), AECOM will provide a qualified wildlife biologist to conduct pre-construction nesting bird surveys to identify bird breeding activity within the project vicinity (500-foot survey area). AECOM assumes that up to six (6) single person survey days may be required to survey for nesting birds within approximately 30 acres of proposed habitat within the Limits of Disturbance (LOD) and surrounding areas. Following survey efforts, AECOM will submit memorandum (memo) reports including identification of nesting birds, sensitivity status, location information, nest status (if possible), and recommendations for nest avoidance if necessary. Up to 50 hours are assumed for pre-construction nesting bird surveys and associated reporting. An additional 10 hours are included for the preparation of necessary nest avoidance measures and/or noise attenuation recommendations. Additional surveys required beyond this initial survey effort would be completed concurrently with monitoring efforts described below.

A Biological Monitor and Project Manager will be available for attendance to one pre-construction field visit (estimated at up to 8 hours).



**LAKE WOHLFORD DAM REPLACEMENT PROJECT –
ADDITIONAL ENVIRONMENTAL SERVICES FOR PERMITTING SUPPORT,
INUNDATION STUDY AND ENGINEERING SERVICES
DURING CONSTRUCTION (OAKVALE ROAD REALIGNMENT
AND LAKE WOHLFORD DAM) - SCOPE OF WORK**

CITY OF ESCONDIDO

This task assumes project management for both biological and cultural monitoring support averaging up to 6 hours per month for the 42-month duration of the project. Tasks associated with project management include (but are not limited to) attendance periodically at construction meetings, report review and preparation of weekly deliverables, and project scheduling and coordination. Up to 252 hours of project management support are assumed under this task.

Assumptions for Task 9171:

1. Focused or protocol level surveys for listed species are not included in this scope of work.
2. SWPPP monitoring and reporting is assumed to be provided by CM or Contractor and is not included in this task.
3. Assumed costs are based on a 10-hour workday for up to 5-days per week.
4. Assumes all workspace delineation and ESA fencing will be installed and maintained by the contractor.
5. Assumes that no modifications or additional access routes outside of the LOD will be required.
6. Noise Complaint Investigation and Noise Complaint Reporting as described in measure NOI-1.1 and NOI-1.2 are not included in this scope of work.
7. No annual reporting or final summary compliance reporting are included in this scope.
8. Implementation of the mitigation, restoration, and long-term habitat plans is not included in this scope. However, AECOM can provide these services under contract modification, if requested by BV/the City.
9. Agency permits are currently being processed. Additional requirements of permits not anticipated and beyond that described above may require a contract modification.

Task 9172 - Cultural Resources Monitoring

Prior to construction, AECOM Cultural Resources Specialists will develop a pre-excavation plan with a tribe that is traditionally and culturally affiliated with the project area (TCA) as recommended in measure CR-1.1 of the Final EIR. The agreement will provide clear expectations regarding the management of tribal and cultural resources and formalize protections of these resources. Prior to issuance of the grading permit, AECOM will prepare notice to the City in the form of a letter report that the project has retained qualified Native American monitoring from the TCA. This task assumes up to 48 hours for the preparation of the pre-excavation plan and notifications. Non-technical support services (word processing, GIS, etc.) are included in this task. This task includes preparation of up to three figures by a GIS Analyst for inclusion in the plan.

AECOM will provide a qualified Cultural Resources Monitor (Archaeologist) and Native American Monitor to support the project. Monitoring is intended to fulfill requirements, which



**LAKE WOHLFORD DAM REPLACEMENT PROJECT –
ADDITIONAL ENVIRONMENTAL SERVICES FOR PERMITTING SUPPORT,
INUNDATION STUDY AND ENGINEERING SERVICES
DURING CONSTRUCTION (OAKVALE ROAD REALIGNMENT
AND LAKE WOHLFORD DAM) - SCOPE OF WORK**

CITY OF ESCONDIDO

will be included in the pre-excavation plan during initial ground disturbing activities as required by the Final EIR. The Cultural Resources and Native American Monitors will be on site daily during grubbing, site grading, and excavation. Cultural and Native American monitoring is assumed for up to 630 hours each during initial vegetation removal and ground disturbance (estimated at 3 months or 63 person days). Cultural resources monitoring reports will be prepared daily for each day on site and submitted weekly to BV.

A qualified Cultural Resources Specialist and tribal representative will be available for attendance to one pre-construction fielding visit (estimated at up to 8 hours).

This task assumes up to 4 hours per week for the assumed three-month duration of initial ground disturbance for project coordination and scheduling by Senior Archeologist. Tasks associated with project coordination include tribal coordination, report review, and preparation of weekly deliverables, and project scheduling and coordination. An additional 40 hours are included to support notifications of resource finds and reporting for potential unanticipated discoveries during construction. Up to 92 hours of coordination for a Senior Archeologist are assumed under this task.

Assumptions for Task 9172:

1. Final deliverables or any additional notifications associated with the pre-excavation plan are not known at this time. If additional summary compliance reporting, annual reporting or notification is required following finalization of the pre-excavation plan, those tasks may be added as an additional scope of work (and associated fee) or can be completed with ad-hoc funds if available.
2. Assumed costs are based on a 10-hour workday for up to 5-days per week over the initial ground disturbance and vegetation removal phase of the project, estimated for up to 63 days (approximately 3 months).

Task 9200 – Additional Services

This work item includes the authorization for additional services up to \$125,000. No work shall be performed against this additional service without the written authorization from the City.

OVERALL PROJECT ASSUMPTIONS

- The City's CM will provide Black & Veatch with all submittal and RFI responses in electronic or hard copy format.
- The City's CM will maintain the official project submittal and RFI logs.

Black & Veatch will only review submittals and RFIs requiring engineer of record input.



**LAKE WOHLFORD DAM REPLACEMENT PROJECT –
ADDITIONAL ENVIRONMENTAL SERVICES FOR PERMITTING SUPPORT,
INUNDATION STUDY AND ENGINEERING SERVICES
DURING CONSTRUCTION (OAKVALE ROAD REALIGNMENT
AND LAKE WOHLFORD DAM) - SCOPE OF WORK**

CITY OF ESCONDIDO

EXPECTED SUBMITTALS

Oakvale Road Realignment Project

Item	Spec Section
Division 2 - Site Work	
Roadway Fill	2220
Rock Excavation	2316
Permanent Excavation Support	2320
Concrete Culvert Pipe	2619
Division 3 - Concrete	
Miscellaneous Cast-in-Place Concrete	3302

Lake Wohlford Dam Replacement Project

Item	Spec Section
Division 1 - General	
Testing and Tie-ins for Pipelines	1504
Equipment Schedule	1620
Pipeline Schedule	1630
Commissioning	1650
Division 2 - Site Work	
Exploratory Drilling and Excavations	2010
Control and Diversion of Water	2075
Dewatering	2080
Earthwork	2200
Trenching and Backfilling	2202
Foundation Excavation and Preparation	2210
Foundation Drilling and Grouting	2266
Drain Drilling	2268
Permanent Excavation Support	2320
Blasting	2400
Concrete Culvert Pipe	2619
Division 3 - Concrete	



**LAKE WOHLFORD DAM REPLACEMENT PROJECT –
ADDITIONAL ENVIRONMENTAL SERVICES FOR PERMITTING SUPPORT,
INUNDATION STUDY AND ENGINEERING SERVICES
DURING CONSTRUCTION (OAKVALE ROAD REALIGNMENT
AND LAKE WOHLFORD DAM) - SCOPE OF WORK**

CITY OF ESCONDIDO

Item	Spec Section
Concrete Formwork	3100
Reinforcement Steel	3200
Concrete Joints and Joint Accessories	3250
Cast-in-Place Concrete	3300
Grout	3600
Bedding Mix	3610
Roller-Compacted Concrete	3800
Production Uniformity Testing	3820
Division 5 - Metals	
Structural Steel	5120
Miscellaneous Metals	5500
Handrailing, Guardrailing, and Ladders	5520
Fiberglass Grating	5530
Anchorage In Concrete	5550
Division 6 - Doors and Windows	
Stainless Steel Doors and Frames	8110
Finish Hardware	8700
Division 9 - Finishes	
Protective Coatings	9940
Division 10 - Specialties	
Louvers	10200
Division 13 - Equipment	
Pedestrian Access Bridge	13050
Impressed Current Cathodic Protection	13111
Thermistors	13150
Piezometers	13160
Accelerometers	13170
Inclinometers	13200
Dam Monitoring Automatic Data Acquisition System	13300
Instrumentation and Control System	13500
Instrument Device Schedule	13500A
Programmable Logic Controllers	13530
Input/Output Listing	13530A
Software Control Block Descriptions	13550
Panel Mounted Instruments	13561
Pressure and Level Instruments	13563



**LAKE WOHLFORD DAM REPLACEMENT PROJECT –
ADDITIONAL ENVIRONMENTAL SERVICES FOR PERMITTING SUPPORT,
INUNDATION STUDY AND ENGINEERING SERVICES
DURING CONSTRUCTION (OAKVALE ROAD REALIGNMENT
AND LAKE WOHLFORD DAM) - SCOPE OF WORK**

CITY OF ESCONDIDO

Item	Spec Section
Temperature Instruments	13565
Panels, Consoles, and Appurtenances	13570
Network Systems	13590
Metallic and Fiber Optic Communication Cable and Connectors	13591
Division 14 - Conveying Systems	
Electrical Wire Rope Hoists	14622
Division 15 - Mechanical	
Valve Installation	15010
Miscellaneous Piping and Accessories Installation	15020
Basic Mechanical Building Systems Materials and Methods	15050
Miscellaneous Piping and Pipe Accessories	15060
Steel Pipe	15062
Miscellaneous Plastic Pipe and Accessories	15067
Copper Tubing and Accessories	15070
Miscellaneous Ball Valves	15091
Metal Seated Butterfly Valves	15101
Resilient Wedge Gate Valves	15104
Combination Air Valves	15108
Fixed-Cone Valve	15110
Gate Installation	15111
Cast-Iron Slide Gates	15112
Pipe Supports	15140
Valve and Gate Actuators	15180
Heating, Ventilating and Air Conditioning	15500
Testing, Adjusting, and Balancing	15990
Division 16 - Electrical	
Electrical	16050
Electrical Equipment Installation	16100
Lighting Protection for Structures	16670

Owner: [City of Escondido](#)

Project: [Lake Wohlford Dam Replacement Inundation Map and ESDC](#)

		Sr. Project Director	Sr. Project Manager	Admin	Engineering Manager	Civil Engineer	Catholic Protection	Resident Project Representative	Structural Sr. Engineer	Structural Engineer	Senior Architect	Architect	Bldg Mech Sr. Engineer	Electrical Sr. Engineer	Electrical Engineer	Electrical Sr. Technician	I&C Sr. Engineer	I&C Engineer	Water Res Director/QC	Water Res Sr. Engineer	Modeler	BIM Sr Technician	Sr. Estimator	Finance	Project Controls	HC Civil Director/QC
PHASE/Task (Billing Rate, \$\$,Hr.)		\$325.00	\$285.00	\$100.00	\$185.00	\$135.00	\$200.00	\$255.00	\$205.00	\$150.00	\$190.00	\$110.00	\$205.00	\$200.00	\$130.00	\$150.00	\$200.00	\$135.00	\$215.00	\$210.00	\$140.00	\$149.00	\$195.00	\$110.00	\$140.00	\$295.00
WORK BREAKDOWN STRUCTURE	PHASE																									
PROJECT MANAGEMENT	1000																									
Project Administration	1100	54	185	116	70	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	172	140	-
ENVIRONMENTAL	3000																									
Bio Assessment and Permitting	3100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Corps Data Request	3110	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ad-Hoc Agency Coordination	3200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
WIFIA Support	3300	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
WIFIA Questionnaire	3310	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cultural Supplemental Survey	3330	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
LAKE WOHLFORD INUNDATION STUDY	5000																									
Project Meetings	5100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Meetings	5110	-	4	-	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12	4	-	-	-	-	-
DSOD Coordination and Meetings	5120	-	4	-	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20	4	-	-	-	-	-
Model Setup and Development	5200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Determine Model Scenarios and Failure Modes	5210	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	-	-	-	-	-	-
Terrain	5220	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	24	-	-	-	-	-
Model Setup	5230	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	30	140	-	-	-	-	-
Modeling	5300	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Modeling	5310	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20	100	-	-	-	-	-
Mapping	5400	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Confirm Map Scale, Layout and Data	5410	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	12	-	-	-	-	-
Mapping	5420	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	30	115	-	-	-	-	-
Technical Memorandum	5500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Technical Memorandum	5510	-	2	-	4	2	-	-	-	-	-	-	-	-	-	-	-	-	12	80	24	-	-	-	-	-
OAKVALE ROAD RE-ALIGNMENT ESDC	8100																									
Project Meetings	8110	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pre-Construction Meeting	8111	-	4	-	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Monthly Construction Meetings	8112	-	24	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bi-Monthly Internal Construction Progress Meetings	8113	-	6	-	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Field Support Services	8120	-	16	24	28	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Review of Shop Drawing Submittals	8130	-	4	-	8	16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Review of Request for Information	8140	-	12	-	32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Field Change Orders	8150	-	8	-	16	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16	-	-	-	-
Preparation of Record Drawings	8160	-	4	-	8	12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12	-	-	-	-
Geologic Mapping Report Prep and GDR Addendum	8170	-	4	-	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
LAKE WOHLFORD DAM REPALCEMENT ESDC	9100																									
Project Meetings	9110	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pre-Construction Meeting	9111	4	4	-	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4
Bi-Weekly Construction Meetings	9112	-	220	-	-	-	-	-	-	-	-	-	8	-	-	-	12	-	-	-	-	-	-	-	-	90
Monthly Internal Construction Progress Meetings	9113	-	52	-	32	-	-	-	4	-	-	4	4	14	-	-	12	-	-	-	-	-	-	-	-	36
Field Support Services	9120	-	-	-	2	-	-	4,240	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6
Review of Shop Drawing Submittals	9130	-	40	-	78	180	12	-	50	60	8	32	34	8	36	-	78	80	-	-	-	-	-	-	-	20
Review of Request for Information	9140	-	40	-	80	-	-	-	40	-	12	-	16	32	-	-	40	-	-	-	-	20	-	-	-	40
Field Change Orders	9150	16	40	-	40	40	-	-	-	-	-	-	-	16	-	-	16	-	-	-	-	40	50	-	-	40
Preparation of Record Drawings	9160	-	8	-	24	40	-	-	-	-	-	-	-	10	-	10	-	-	-	-	-	120	-	-	-	8
Construction Monitoring	9170	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Environmental & Biological Monitoring	9171	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cultural Resources Monitoring	9172	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Additional Services	9200	8	60	-	58	-	-	100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20
Total, Hours		82	741	140	506	298	12	4,340	94	60	20	36	54	88	36	10	158	80	12	204	423	192	66	172	140	264
Total, Billings		\$ 26,650	\$ 211,185	\$ 14,000	\$ 93,610	\$ 40,230	\$ 2,400	\$ 1,106,700	\$ 19,270	\$ 9,000	\$ 3,800	\$ 3,960	\$ 11,070	\$ 17,600	\$ 4,680	\$ 1,500	\$ 31,600	\$ 10,800	\$ 2,580	\$ 42,840	\$ 59,220	\$ 28,608	\$ 12,870	\$ 18,920	\$ 19,600	\$ 77,880

Owner: [City of Escondido](#)

Project: [Lake Wohlford Dam Replacement Inundation Map and ESD](#)

PHASE/Task (Billing Rate, \$\$,Hr.)		HC Civil Sr. Engineer	Geotech Director/QC	Geotech Sr. Engineer	Geotech Engineer	Sr. Geologist	SUBTOTAL, hours	SUBTOTAL, Billings \$	Travel/Per Diem Expenses	Major Repro- duction Expenses	SUBTOTAL, EXPENSES	SUBCONTRACTS			SUBTOTAL, SUBCONTRACTS w/o MULTIPLIER	SUBTOTAL, SUBCONTRACTS (INCLUDES 3% MARKUP)	TOTAL Billings
												Kleinfelder	AECOM	O'Day			
		\$225.00	\$320.00	\$250.00	\$200.00	\$205.00											
PHASE/Task	PHASE																
(Billing Rate, \$\$,Hr.)																	
WORK BREAKDOWN STRUCTURE																	
PROJECT MANAGEMENT	1000																
Project Administration	1100	-	-	-	-	-	737	\$ 133,345	\$ -	\$ -	\$ -				\$ -	\$ -	\$ 133,345
ENVIRONMENTAL	3000																
Bio Assessment and Permitting	3100	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Corps Data Request	3110	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -		\$ 19,320		\$ 19,320	\$ 19,900	\$ 19,900
Ad-Hoc Agency Coordination	3200	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -		\$ 29,400		\$ 29,400	\$ 30,282	\$ 30,282
WIFIA Support	3300	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
WIFIA Questionnaire	3310	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -		\$ 18,720		\$ 18,720	\$ 19,282	\$ 19,282
Cultural Supplemental Survey	3330	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -		\$ 17,360		\$ 17,360	\$ 17,881	\$ 17,881
LAKE WOHLFORD INUNDATION STUDY	5000																
Project Meetings	5100	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Meetings	5110	-	-	-	-	-	24	\$ 4,960	\$ -	\$ -	\$ -				\$ -	\$ -	\$ 4,960
DSOD Coordination and Meetings	5120	-	-	-	-	-	32	\$ 6,640	\$ -	\$ -	\$ -				\$ -	\$ -	\$ 6,640
Model Setup and Development	5200	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Determine Model Scenarios and Failure Modes	5210	-	-	-	-	-	10	\$ 2,100	\$ -	\$ -	\$ -				\$ -	\$ -	\$ 2,100
Terrain	5220	-	-	-	-	-	24	\$ 3,360	\$ -	\$ -	\$ -				\$ -	\$ -	\$ 3,360
Model Setup	5230	-	-	-	-	-	170	\$ 25,900	\$ -	\$ -	\$ -				\$ -	\$ -	\$ 25,900
Modeling	5300	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Modeling	5310	-	-	-	-	-	120	\$ 18,200	\$ -	\$ -	\$ -				\$ -	\$ -	\$ 18,200
Mapping	5400	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Confirm Map Scale, Layout and Data	5410	-	-	-	-	-	14	\$ 2,100	\$ -	\$ -	\$ -				\$ -	\$ -	\$ 2,100
Mapping	5420	-	-	-	-	-	145	\$ 22,400	\$ -	\$ -	\$ -				\$ -	\$ -	\$ 22,400
Technical Memorandum	5500	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Technical Memorandum	5510	-	-	-	-	-	124	\$ 24,320	\$ -	\$ -	\$ -				\$ -	\$ -	\$ 24,320
OAKVALE ROAD RE-ALIGNMENT ESDC	8100																
Project Meetings	8110	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -			\$ 1,600	\$ 1,600	\$ 1,648	\$ 1,648
Pre-Construction Meeting	8111	-	-	-	-	-	8	\$ 1,880	\$ -	\$ -	\$ -				\$ -	\$ -	\$ 1,880
Monthly Construction Meetings	8112	-	-	-	-	-	24	\$ 6,840	\$ 1,000	\$ -	\$ 1,000				\$ -	\$ -	\$ 7,840
Bi-Monthly Internal Construction Progress Meetings	8113	-	-	-	-	6	18	\$ 4,050	\$ -	\$ -	\$ -				\$ -	\$ -	\$ 4,050
Field Support Services	8120	-	-	-	-	256	324	\$ 64,620	\$ 15,000	\$ -	\$ 15,000	\$ 22,680			\$ 22,680	\$ 23,360	\$ 102,980
Review of Shop Drawing Submittals	8130	-	-	-	-	60	88	\$ 17,080	\$ -	\$ -	\$ -				\$ -	\$ -	\$ 17,080
Review of Request for Information	8140	-	-	-	-	20	64	\$ 13,440	\$ -	\$ -	\$ -			\$ 6,200	\$ 6,200	\$ 6,386	\$ 19,826
Field Change Orders	8150	-	-	-	-	2	50	\$ 9,850	\$ -	\$ -	\$ -				\$ -	\$ -	\$ 9,850
Preparation of Record Drawings	8160	-	-	-	-	8	44	\$ 7,668	\$ -	\$ 1,000	\$ 1,000			\$ 3,650	\$ 3,650	\$ 3,760	\$ 12,428
Geologic Mapping Report Prep and GDR Addendum	8170	-	-	-	-	24	32	\$ 6,800	\$ -	\$ -	\$ -	\$ 11,600			\$ 11,600	\$ 11,948	\$ 18,748
LAKE WOHLFORD DAM REPALCEMENT ESDC	9100																
Project Meetings	9110	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ 3,025			\$ 3,025	\$ 3,116	\$ 3,116
Pre-Construction Meeting	9111	-	-	-	-	4	20	\$ 5,180	\$ 2,000	\$ -	\$ 2,000				\$ -	\$ -	\$ 7,180
Bi-Weekly Construction Meetings	9112	-	-	-	-	24	354	\$ 98,170	\$ 1,000	\$ -	\$ 1,000				\$ -	\$ -	\$ 99,170
Monthly Internal Construction Progress Meetings	9113	-	-	-	-	30	188	\$ 44,790	\$ -	\$ -	\$ -				\$ -	\$ -	\$ 44,790
Field Support Services	9120	-	-	-	-	536	4,784	\$ 1,193,220	\$ 35,000	\$ -	\$ 35,000	\$ 87,635			\$ 87,635	\$ 90,264	\$ 1,318,484
Review of Shop Drawing Submittals	9130	60	60	42	60	46	984	\$ 187,000	\$ -	\$ -	\$ -	\$ 21,400			\$ 21,400	\$ 22,042	\$ 209,042
Review of Request for Information	9140	88	-	20	80	72	580	\$ 124,700	\$ -	\$ -	\$ -	\$ 9,460			\$ 9,460	\$ 9,744	\$ 134,444
Field Change Orders	9150	32	-	-	32	40	402	\$ 85,110	\$ -	\$ -	\$ -	\$ 13,980			\$ 13,980	\$ 14,399	\$ 99,509
Preparation of Record Drawings	9160	8	-	-	8	8	244	\$ 40,900	\$ -	\$ 2,000	\$ 2,000	\$ 1,470			\$ 1,470	\$ 1,514	\$ 44,414
Construction Monitoring	9170	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Environmental & Biological Monitoring	9171	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -		\$ 160,620		\$ 160,620	\$ 165,439	\$ 165,439
Cultural Resources Monitoring	9172	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -		\$ 164,850		\$ 164,850	\$ 169,796	\$ 169,796
Additional Services	9200	40	-	20	40	80	426	\$ 100,230	\$ 24,770	\$ -	\$ 24,770				\$ -	\$ -	\$ 125,000
Total, Hours		228	60	82	220	1,216	10,034										
Total, Billings		\$ 51,300	\$ 19,200	\$ 20,500	\$ 44,000	\$ 249,280		\$ 2,254,853	\$ 78,770	\$ 3,000	\$ 81,770	\$ 176,388	\$ 422,578	\$ 11,794		\$ 610,759	\$ 2,947,382

ORDINANCE NO. 2021-15

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING CHAPTER 14 OF THE
MUNICIPAL CODE PERTAINING TO SOLID
WASTE AND RECYCLING

The City Council of the City of Escondido, California, does hereby ordain as follows:

SECTION 1. The City Council makes the following findings:

- a) That the City Council has reviewed and considered the requirements of the State of California regarding solid waste recycling (Assembly Bill 939 of 1989 and Assembly Bill 341 of 2011), organic waste recycling (Assembly Bill 1826 of 2014), and short-lived climate pollutants to reduce organics in landfills as a source of methane (SB 1383 of 2016).
- b) That upon consideration of potential State penalties for noncompliance, and incorporating recommendations of the Model Ordinance developed by the California Department of Resources Recycling and Recovery (CalRecycle), Escondido Municipal Code Chapter 14 titled "Garbage and Rubbish" must be updated to meet current regulations prior to January 1, 2022.

SECTION 2. Proper notices of a public hearing have been given and public hearings have been held before the City Council on this issue.

A COMPLETE COPY OF
THIS ORDINANCE IS ON
FILE IN THE OFFICE OF
THE CITY CLERK FOR
YOUR REVIEW.

ORDINANCE NO. 2021-16

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING CHAPTER 22 OF THE
MUNICIPAL CODE PERTAINING TO
WASTEWATERS, STORMWATERS, AND
RELATED MATTERS

The City Council of the City of Escondido, California, does hereby ordain as follows:

SECTION 1. The City Council makes the following findings:

- a) That the City of Escondido is subject to the requirements of National Pollutant Discharge Elimination System (NPDES) Permits for wastewater treatment and stormwater management, issued by the State of California and the San Diego Regional Water Quality Control Board.
- b) That the Escondido Municipal Code Chapter 22 pertaining to Wastewaters, Stormwaters, and Related Matters has been revised to align with the model ordinance issued by the Environmental Protection Agency, as well as to improve enforcement, implementation, interpretation, and consistency in providing protection for public health, safety, and welfare.

SECTION 2. Proper notices of a public hearing have been given and public hearings have been held before the City Council on this issue.

A COMPLETE COPY OF
THIS ORDINANCE IS ON
FILE IN THE OFFICE OF
THE CITY CLERK FOR
YOUR REVIEW.

CITY COUNCIL STAFF REPORT

Public Hearing Item No. 10

December 15, 2021

File No. 0440-65

SUBJECT: TEFRA Hearing for Heritage Park Apartments and Approval of Assumption of Regulatory Agreement

DEPARTMENT: Community Development Department
Housing & Neighborhood Services Division

RECOMMENDATION:

It is requested that the City Council hold a public hearing pursuant to the Tax Equity and Fiscal Responsibility Act ("TEFRA") and adopt Resolution No. 2021-185 approving the issuance of revenue bonds by the California Municipal Finance Authority ("CMFA") to finance or refinance the acquisition, rehabilitation, improvement and equipping of Heritage Park Apartments, a 196-unit senior multifamily rental housing project located at 2549 East Valley Parkway, Escondido, California ("Project"). The bonds will not exceed \$68,000,000 ("Bonds").

It is also requested that the City Council adopt Resolution No. 2021-189 approving the assumption of an existing Regulatory Agreement (with amendments) by AOF / Pacific Affordable Housing Corporation, the new owner of the Project, or a wholly owned subsidiary thereof.

FISCAL ANALYSIS:

There is no fiscal impact to the City of Escondido ("City"). The purpose of this agenda item is to facilitate a public hearing, and adopt a Resolution to approve the issuance of the revenue bonds by CMFA for this Project. CMFA will then conduct its own process to issue the bonds, and investors will look only to AOF / Pacific Affordable Housing Corporation ("Borrower") for repayment of the bonds. The City, therefore, has no financial, or legal obligation, nor liability or responsibility for this Project or the repayment of the bonds issued pursuant to Resolution No. 2021-185.

PREVIOUS ACTION:

On December 11, 2013, the City Council adopted Resolution No. 2013-170 approving, authorizing and directing execution of a Joint Exercise of Powers Agreement relating to the City's membership in the CMFA. The City is therefore an authorized CMFA member and an "applicable elected representative" that is suitable for the Borrower to use to conduct this public hearing.

On July 9, 2003, the City Council approved the reissuance of the Community Development Commission ("Commission") variable rate demand multifamily housing refunded revenue bonds (Heritage Park Apartments), 1992 Series A in an amount not to exceed \$4,500,000. Resolution No. 2003-161 approved the reissuance of the tax-exempt obligations and Resolution No. CDC 2003-06 authorized the amendments of the Indenture of Trust, Regulatory Agreement, and related documents.

TEFRA Hearing for Heritage Park, Escondido and Approval of Assumption of Regulatory Agreement
December 15, 2021
Page 2

On January 27, 2021, the City Council adopted Resolution No. 2021-11 authorizing the third amendment to the Regulatory Agreement for the Project.

BACKGROUND:

Assumption of Regulatory Agreement

In the mid-1980s, the Commission assisted the Project by issuing multifamily housing revenue bonds (the "1985 Bonds") for construction of Heritage Park Apartments. The 1985 Bonds were refinanced in 1992 and the Multifamily Housing Refunding Revenue Bonds (Heritage Park Apartments), 1992 Series A ("1992 Bonds") remain outstanding. The 1992 Bonds will be paid off with Bonds if approved by today's TEFRA hearing. In order to qualify for Multifamily Housing Revenue Bond financing and comply with applicable tax laws, the Project had to meet certain affordability requirements defined in a regulatory agreement. As part of the refinancing and issuance of the 1992 Bonds, an amended and restated Regulatory Agreement and Declaration of Restrictive Covenants dated December 1, 1992, was agreed to by the Commission, the trustee, and Shearson/Calmark Heritage Park II, Ltd ("Developer"). A second amendment to the Regulatory Agreement was dated July 1, 2003, and a third amendment was dated February 26, 2021. The Regulatory Agreement reserves 20% of the dwelling units for occupancy by Lower-Income Tenants (earning a maximum of 80% of the Area Median Income). The Developer now wishes to sell the Project to the Borrower. The Borrower has agreed to accept and assume the rights, duties, and obligations of the Regulatory Agreement through the end of the Qualified Project Period, which will expire in 2033. The City Housing & Neighborhood Services Division will continue to monitor this Regulatory Agreement. The Project will also be subject to additional restrictions as required by Bonds authorized by today's TEFRA hearing.

TEFRA Hearing

The City is a member agency of CMFA, and CMFA has the authority to serve as the issuer of these tax-exempt revenue bonds, to obtain funds to make loans to finance projects for affordable housing, healthcare, education, cultural facilities and waste-to-energy. The CMFA was created on January 1, 2004, and is a public entity, separate and apart from its members, so the debts, liabilities and obligations of CMFA do not constitute debts, liabilities or obligations of its members. CMFA provides that any member may withdraw from the Agreement upon written notice to the Board of Directors of the CMFA at any time.

In order for the interest on the Bonds to be tax-exempt to investors, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires that an "applicable elected representative" of the governmental unit, in the geographic jurisdiction where the site of facilities to be financed with the proceeds of the Bonds is located, hold a public hearing on the issuance of the Bonds and approve the issuance of the Bonds. Prior to conducting the TEFRA Hearing, reasonable notice must be provided to the community. CMFA will then conduct its own process to issue the Bonds, and investors will look only to the Borrower for repayment of the Bonds. The City, therefore, has no financial or legal obligation,

TEFRA Hearing for Heritage Park, Escondido and Approval of Assumption of Regulatory Agreement
December 15, 2021
Page 3

nor liability or responsibility for this Project or the repayment of the Bonds issued pursuant to Resolution No. 2021-185.

Borrower is an organization described in Section 501(c)(3) of the Code and has requested that the CMFA adopt a plan of financing providing for the issuance of qualified 501(c)(3) bonds as defined in Section 145 of the Code in one or more series issued from time to time, including bonds issued to refund such qualified 501(c)(3) bonds in one or more series from time to time, and at no time to exceed \$68,000,000 in aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, rehabilitation, improvement and equipping of Heritage Park Apartments.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Adam Finestone, Interim Director of Community Development
12/9/21 9:36 a.m.

Karen Youel, Housing and Neighborhood Services Manager
12/9/21 9:37 a.m.

ATTACHMENTS:

1. Resolution No 2021-185
2. Resolution No 2021-189
3. Resolution No 2021-189 Exhibit A

RESOLUTION NO. 2021-185

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING THE ISSUANCE OF REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY QUALIFIED 501(C)(3) BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$68,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, REHABILITATION, IMPROVEMENT AND EQUIPPING OF HERITAGE PARK ESCONDIDO AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, AOF / Pacific Affordable Housing Corp., a California tax-exempt corporation under Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”), on behalf of Heritage Senior Preservation Escondido LLC, or another entity to be created by AOF / Pacific Affordable Housing Corp. or by an affiliate thereof (collectively, the “Borrower”), has requested that the California Municipal Finance Authority (the “Authority”) adopt a plan of financing providing for the issuance of qualified 501(c)(3) bonds as defined in Section 145 of the Code in one or more series issued from time to time, including bonds issued to refund such qualified 501(c)(3) bonds in one or more series from time to time, and at no time to exceed \$68,000,000 in aggregate principal amount (the “Bonds”), to finance or refinance the acquisition, rehabilitation, improvement and equipping of a 196-unit senior multifamily rental housing project located at 2549 E. Valley Parkway, Escondido, CA 92027 (the “Project”); and

WHEREAS, pursuant to Section 147(f) of the Code, issuance of the Bonds by the Authority must be approved by the City because the Project is located within the territorial limits of the City; and

WHEREAS, the City Council of the City of Escondido (the “City Council”) is the elected legislative body of the City and is one of the “applicable elected representatives” required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated January 1, 2004 (the “Agreement”), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority.

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 Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds by the Authority, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.
3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

6. This Resolution shall take effect immediately upon its adoption.

RESOLUTION NO. 2021-189

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING HERITAGE SENIOR PRESERVATION ESCONDIDO LLC TO ASSUME THE AFFORDABLE HOUSING REGULATORY AGREEMENT FOR HERITAGE PARK APARTMENT, LOCATED AT 2549 EAST VALLEY PARKWAY; AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, ALL NECESSARY AGREEMENTS

WHEREAS, the Escondido Community Development Commission ("Commission") issued multifamily housing revenue bonds for construction of Heritage Park Apartments, a 196-unit senior multifamily rental housing project located at 2549 E. Valley Parkway, Escondido, CA 92027 ("Project") in 1985 (the "1985 Bonds"). The 1985 Bonds were refinanced in 1992 with the Multifamily Housing Refunding Revenue Bonds (Heritage Park Apartments) ("1992 Bonds"); and

WHEREAS, the Project had to meet certain affordability requirements as defined in Regulatory Agreement and Declaration of Restrictive Covenants dated December 1, 1985. As part of the refinancing and issuance of the 1992 Bonds, an amended and restated Regulatory Agreement and Declaration of Restrictive Covenants dated December 1, 1992 ("Regulatory Agreement") was executed by the Commission, the trustee, and Shearson/Calmark Heritage Park II, Ltd ("Developer"). A second amendment to the Regulatory Agreement was dated July 1, 2003, and a third amendment was dated February 26, 2021; and

WHEREAS, the Developer now wishes to sell the Project to Heritage Senior Preservation Escondido, LLC, a wholly owned subsidiary of AOF / Pacific Affordable Housing Corp., a California corporation ("Borrower"); and

WHEREAS, the City desires at this time, and deems it to be in the best public interest to allow Borrower to assume the rights, duties, and obligations of the amended Regulatory Agreement; for the preservation of the affordable housing.

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

1. That the above recitations are true.
2. That the City Council approves the assumption of existing affordable housing loans by the Borrower.
3. That the Mayor is hereby authorized to execute, on behalf of the City, in a form approved by the City Attorney, an Assignment and Assumption of Regulatory Agreement (Exhibit "A"), which is attached hereto and incorporated by this reference.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Rutan & Tucker, LLP
18575 Jamboree Rd., Suite 900
Irvine, CA 92612
Attn: Bryan A. Wilbert, Esq.

(Space Above for Recorder's Use)

ASSIGNMENT AND ASSUMPTION OF REGULATORY AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF Regulatory Agreement ("Assignment Agreement") dated for reference purposes as of [____], 202[], is made by and among Calmark Heritage Park II Limited Partnership, a California limited partnership ("Assignor") and Heritage Senior Preservation Escondido LLC, a California limited liability company ("Assignee") with reference to the following facts:

RECITALS

A. Assignor, the developer named therein formerly known as Shearson/Calmark Heritage Park II, Ltd., a California Limited Partnership ("Company"), Security Pacific National Trust Company (New York), as predecessor in interest to U.S. Bank National Association, as Trustee ("Trustee") and the Escondido Community Development Commission, a public body, corporate and politic, duly organized and existing under the laws of the State of California, as predecessor in interest to the City of Escondido, a California municipal corporation ("City") are parties to that certain Regulatory Agreement and Declaration of Restrictive Covenants dated as of December 1, 1985 and recorded December 30, 1985 as Instrument No. 85-492457 of Official Records of San Diego County, CA, as amended by that certain Assumption of Regulatory Agreement dated as of December 3, 1986 and recorded December 31, 1986 as Instrument No. 86-622286 of Official Records of San Diego County, CA, as amended by that certain Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants, dated as of December 1, 1992, recorded on December 14, 1992 in the Official Records of San Diego County, CA as Instrument No. 1992-0800153, as amended by that certain First Amendment to Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants dated as of July 1, 1998 and recorded on July 17, 1998 as Instrument No. 1998-0444363 in the Official Records of San Diego County, CA, as amended by that Second Amendment to Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants dated July 1, 2003 and recorded August 11, 2003 as Instrument No. 2003-0965707 in the Official Records of San Diego County, CA, as further amended by that certain Third Amendment to Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants dated as of February 26, 2021, recorded February 26, 2021 as Instrument No. 2021-0153272 in the Official Records of San Diego County, CA (as amended, the "Regulatory Agreement"), to facilitate the development and use of certain real property located at 2549 East Valley Parkway, Escondido, California, as more particularly described on Exhibit A attached hereto and incorporated herein (the "Property"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Regulatory Agreement.

B. Assignor is the fee owner of the Property. On [_____,], the Property was conveyed to Assignor, and, as provided in the Regulatory Agreement, upon conveyance of the Property to Assignor, Assignor was deemed to have assumed all of Company's obligations under the Regulatory Agreement.

C. The Regulatory Agreement provides that Assignor may transfer any portion of the Property and assign its rights, duties and obligations under the Regulatory Agreement to another party by written instrument acceptable to the City and Trustee.

D. City and Trustee have reviewed this form of written Assignment Agreement of Regulatory Agreement and have determined that it is acceptable to the City and Trustee, in accordance with the Regulatory Agreement.

E. Concurrently with this Assignment Agreement, Assignor is transferring its fee interest in the Property to Assignee (and Assignee is acquiring such fee interest in the Property from Assignor).

F. Assignor desires to assign and transfer to Assignee, and Assignee desires to accept and assume from Assignor, all of Assignor's rights, duties, and obligations under the Regulatory Agreement arising due to events first occurring on or after the Effective Date.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Effective Date. The Effective Date of this Assignment Agreement shall be the date upon which Assignee collectively obtains fee title to the Property ("Effective Date").

2. Assignment by Assignor. As of the Effective Date, Assignor hereby assigns, transfers and grants to Assignee, and its successors and assigns, all of Assignor's rights under the Regulatory Agreement and, to the extent arising due to events first occurring on or after the Effective Date, duties, responsibilities, and obligations under the Regulatory Agreement (collectively, "Rights and Obligations").

3. Acceptance and Assumption by Assignee. As of the Effective Date, Assignee, for itself and its successors and assigns, hereby expressly and unconditionally accepts such assignment of, and assumes, all such Rights and Obligations, and expressly agrees for the benefit of the City and Trustee, to pay, perform and discharge all obligations of Assignor under the Regulatory Agreement arising due to events first occurring on or after the Effective Date, and to comply with all covenants of Assignor under the Regulatory Agreement arising due to events first occurring on or after the Effective Date. Assignor agrees to indemnify, defend and hold harmless Assignee (and Assignee's successors and assigns) from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including without limitation reasonable attorneys' fees and expenses) (collectively, "Claims") asserted against or incurred by Assignee under the Regulatory Agreement by reason of or arising out of events occurring prior to the Effective Date, including without limitation (a) any Claims due to the improvements constructed as of the Effective Date not being completed in accordance with the requirements of the Regulatory Agreement, and (b) any applicable fees and payments to be paid pursuant to the Regulatory Agreement not being paid as of the Effective Date.

4. Assignor Waiver. Assignor acknowledges and agrees that the Rights and Obligations have been fully assigned to Assignee by this Assignment Agreement and, accordingly, that Assignee shall have the exclusive right to assert any claims against City and Trustee with respect to such Rights and Obligations. Accordingly, without limiting any claims of Assignee under the Regulatory Agreement, Assignor hereby waives any claims or potential claims by Assignor against City and Trustee to the extent arising solely out

of the Rights and Obligations.

5. Substitution of Assignor. From and after the Effective Date, and subject to Section 3 hereunder, Assignee hereafter shall be substituted for and replace Assignor in the Regulatory Agreement.

6. Assignee Representations and Warranties. Assignee represents and warrants to City and Trustee as follows as of the Effective Date:

- (a) Assignee is a California limited liability company. For the purposes of this Assignment Agreement each Assignee's office is: 1901 Avenue of the Stars, Suite 395, Los Angeles, CA 90067.
- (b) To Assignee's knowledge, as of the Effective Date, Assignee is the sole fee owner of the Property.
- (c) Assignee is:
 - i. Duly formed and validly existing under the laws of the State of California;
 - ii. Qualified and authorized to do business in the State of California and, to Assignee's knowledge, has duly complied with all requirements pertaining to such qualification and authorization; and
 - iii. In good standing and has all necessary powers under the laws of the State of California to own property and in all other respects enter into and perform the undertakings and obligations of this Assignment Agreement.
- (d) Assignee further represents and warrants to City and Trustee as follows as of the Effective Date:
 - i. That no approvals or consents of any persons are necessary for the execution, delivery or performance of this Assignment Agreement by Assignee, except as have been obtained;
 - ii. That this Assignment Agreement is a legal, valid, and binding obligation of Assignee enforceable in accordance with its terms (subject to equitable principles and principles governing creditors' rights generally); and
 - iii. That the execution, delivery, and performance of this Assignment Agreement by the Assignee does not and will not materially conflict with, or constitute a material violation or material breach of, or constitute a default under (a) the formation agreements of the Assignee (if any), (b) to Assignee's knowledge, any law, rule, or regulation binding upon or applicable to Assignee, or (c) any material agreements to which Assignee is a party, except, in each case, for any conflict, violation or breach that will not adversely affect Assignee's ability to pay, perform and discharge all obligations of Assignor regarding the Property under the Regulatory Agreement arising due to events first occurring on or after the Effective Date.

7. Assignor Representations and Warranties. Assignor represents and warrants to City and Trustee as follows as of the Effective Date:

- (a) Assignor is the current holder of the entire interest of the "Developer" under the Regulatory Agreement.
- (b) The Regulatory Agreement, as amended, and remains in full force and effect.
- (c) No default on the part of Assignor, and no breach or failure of condition that, with notice or lapse of time or both, would constitute a default on the part of Assignor, exists under the Regulatory Agreement.
- (d) The execution, delivery, and performance by Assignor of this Assignment (i) will not contravene any legal requirements applicable to Assignor; (ii) will not conflict with, breach, or contravene any other agreement binding upon Assignor; and (iii) will not result in the creation or imposition of any lien on any portion of the Property, except as otherwise may be permitted under the terms of the Regulatory Agreement.
- (e) Prior to the Effective Date and pursuant to the Regulatory Agreement, Assignor has provided the City with written notice of this Assignment and has requested from Assignee the appropriate documentation required by the City in connection with this Assignment.

8. Regulatory Agreement in Full Force and Effect. Except as specifically provided herein with respect to the assignment, all the terms, covenants, conditions and provisions of the Regulatory Agreement are hereby ratified and shall remain in full force and effect.

9. Recording. Assignor shall cause this Assignment Agreement to be recorded in the Official Records of San Diego County, California, and shall promptly provide conformed copies of the recorded Assignment Agreement to Assignee and City.

10. Successors and Assigns. All of the terms, covenants, conditions and provisions of this Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

11. City and Trustee Are Third-Party Beneficiaries. The City and the Trustee are intended third-party beneficiaries of this Agreement, and have the right, but not the obligation, to enforce the provisions hereof.

12. Assignee Address for Notices. The address of Assignee for the purpose of notices, demands, correspondence, and communications under the Regulatory Agreement shall be:

c/o Standard Communities
31899 Del Obispo Street, Suite 150
San Juan Capistrano, CA 92675
Attn: Bradley C. Martinson, Esq.
Telephone: (949) 301-9383
Email: bmartinson@standard-companies.com

with copy to:

c/o Standard Companies
1901 Avenue of the Stars, Suite 395
Los Angeles, CA 90067
Attn: Robert Koerner
Email: rkoerner@standard-companies.com

with copy to:

c/o Standard Companies
1901 Avenue of the Stars, Suite 395
Los Angeles, CA 90067
Attn: Christopher Cruz
Telephone: (310) 553-5711
Email: ccruz@standard-companies.com

with copy to:

Rutan & Tucker, LLP
18575 Jamboree Rd., Suite 900
Irvine, CA 92612
Attn: Bryan A. Wilbert, Esq.
Telephone: (714) 662-4654
Email: bwilbert@rutan.com

c/o AOF / Pacific Affordable Housing Corp.
7755 Center Ave., Suite 575
Huntington Beach, CA 92647
Attention: Brett Mascaro, Executive Director
Telephone: (562) 449-5072
Email: Brett.Mascaro@AOFpacific. Com

With a copy to:

Downs Pham & Kuei LLP
235 Montgomery Street, 30th Floor
San Francisco, CA 94104
Attention: Irene C. Kuei, Esq.
Telephone : (415) 202-6376
Email : ikuei@downspham.com

13. Applicable Law/Venue. The laws of the State of California shall govern the validity, construction, enforcement, and interpretation of this Assignment Agreement, unless otherwise specified herein except for the conflict of laws provisions thereof. All claims, disputes and other matters in question arising out of or relating to this Assignment Agreement, or the breach thereof, shall be decided by proceedings instituted and litigated in a court of competent jurisdiction in the state in which the Property is situated, and the parties hereto expressly consent to the venue and jurisdiction of such court.

14. Counterparts. This Assignment Agreement may be executed in one or more

counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument, with the same effect as if all of the parties to this Assignment Agreement had executed the same counterpart.

15. Complete Agreement; Recitals; Exhibits. This Assignment Agreement contains the complete and final agreement with respect to the assignment of the rights and the assumption of the duties and obligations under the Regulatory Agreement. The introductory paragraph and the recitals set forth herein and all exhibits attached hereto are incorporated into this Assignment Agreement by reference.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have entered into this Assignment Agreement as of the date first above written.

ASSIGNOR:

Calmark Heritage Park II Limited Partnership,
a California limited partnership

By: _____
Name: _____
Title: _____

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 _____)
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 that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

ASSIGNEE:

Heritage Senior Preservation Escondido LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

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 _____)
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 that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

The City of Escondido hereby consents to this Assignment Agreement.

CITY:

**CITY OF ESCONDIDO, a California
municipal corporation**

By: _____
Name:
Title:

Approved as to Form:

By: _____
Name:
Title:

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 _____)
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 that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

The Trustee hereby consents to this Assignment Agreement.

TRUSTEE:

**U.S. BANK TRUST NATIONAL
ASSOCIATION**

By: _____
Name:
Title:

Approved as to Form:

By: _____
Name:
Title:

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 _____)
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 that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

The Issuer hereby consents to this Assignment Agreement.

ISSUER:

By: _____
Name:
Title:

Approved as to Form:

By: _____
Name:
Title:

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 _____)
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 that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

CITY COUNCIL STAFF REPORT

Current Business No. 11

December 15, 2021

File No. 0720-20

SUBJECT: Unclassified Service Schedule, Salary Plans, and Budget Adjustment

DEPARTMENT: Human Resources Department

RECOMMENDATION:

It is requested that the City Council adopt:

1. Resolution No. 2021-172: Amending the Salary Schedule for the Unclassified and Management Groups;
2. Resolution No. 2021-173: Amending the Part-time Salary Plan.

FISCAL ANALYSIS:

All financial impacts related to Resolutions 2021-172 and 2021-173 were addressed in the Fiscal Year 2021-2022 budget adopted on June 9, 2021.

PREVIOUS ACTION:

The City annually updates the Salary Schedule for the Unclassified and Management Salary groups, and annually updates the Part-Time Salary Plan. The Schedule and the Salary Plan are legally required elements of the City's Personnel Rules and Regulations established pursuant to state law and the Escondido Municipal Code.

BACKGROUND:

The California Government Code, the California Code of Regulations and the Escondido Municipal Code all require the City to formally maintain a list of all unclassified position titles. For example, the California Code of Regulations requires that, for purposes of determining a retiring member's pension allowance, the pay rate be limited to the amount listed "on a pay schedule that is approved by the governing body." The law also requires that this type of item be adopted as a matter of "current business" by the governing body.

The Human Resources Department conducts job studies to ensure that job classifications accurately reflect current job duties. Additionally, if a classification is experiencing a recruitment or retention issue, a classification and compensation study is conducted to ensure that the salary is competitive within the labor market. As a general rule, the City strives to be within 5% +/- of the public agency market median for comparable positions. Changes recommended at this time are identified on Exhibit A, which is attached to Resolution No. 2021-172 and Exhibit A and Exhibit B, which are attached to Resolution No. 2021-173.

Unclassified Service Schedule, Salary Plans, and Budget Adjustment
December 15, 2021
Page 2

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Jessica Perpetua, Director of Human Resources
12/8/21 5:27 p.m.

ATTACHMENTS:

1. Resolution No. 2021-172
2. Resolution No. 2021-172 – Exhibit “A”
3. Resolution No. 2021-173 – Exhibit “B”
4. Resolution No. 2021-173
5. Resolution No. 2021-173 – Exhibit “A”
6. Resolution No. 2021-173 – Exhibit “B”

RESOLUTION NO. 2021-172

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ESCONDIDO, CALIFORNIA,
AMENDING AND RE-ESTABLISHING THE
SALARY SCHEDULE FOR THE UNCLASSIFIED
AND MANAGEMENT GROUPS

WHEREAS, the compensation for the unclassified and management groups of City employees is established by the City Council from time to time; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to amend and readopt the salary schedule established by Resolution No. 2020-140.

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

1. That the above recitations are true.
2. That the summary of changes to the management and unclassified clerical technical groups is set forth in Exhibit "A," attached and incorporated by this reference.
3. That the salary schedule is set forth in Exhibit "B," attached and incorporated by this reference, for the positions listed are established.
4. That this Resolution supersedes Resolution No. 2020-140.



Summary of Changes Management and Unclassified Clerical Technical Groups 2021

Class Title	Union Code	Detail of Change	Previous Monthly Salary	Updated Monthly Salary
Applications Development Manager	MGT	Position removed upon promotion of incumbent to Deputy Director of Information Systems.	--	--
Assistant City Engineer	MGT	Salary grade change due to salary grade change of subordinate position, Principal Engineer, following salary study. Principal Engineer was 13.79% below market median prior to salary change.	\$8,497 - \$11,471	\$9,386 - \$13,279
Assistant Director of Finance	MGT	Position removed upon reactivation of Revenue Manager.	--	--
Assistant Director of Planning	MGT	Title change to City Planner to more accurately reflect the duties of the position.	--	--
Canal Superintendent	MGT	Salary grade change to align with other Superintendents.	\$5,477 - \$7,394	\$6,340 - \$8,559
City Planner	MGT	Title change from Assistant Director of Planning to more accurately reflect the duties of the position.	--	--
City Traffic Engineer	MGT	Newly added position.	--	\$9,368 - \$12,646
Code Compliance Manager	MGT	Title change from Code Enforcement Manager.	--	--
Code Enforcement Manager	MGT	Title change to Code Compliance Manager.	--	--
Communications Manager	MGT	Position removed upon promotion of incumbent to Deputy Director of Communications.	--	--
Community Services Manager	MGT	Position removed upon promotion of incumbent to Deputy Director of Community Services.	--	--
Deputy Director of Communications	MGT	New position. Promotion of Communications Manager to provide higher level support to Deputy City Manager.	--	\$8,092 - \$10,924
Deputy Director of Community Services	MGT	New position. Promotion of Community Services Manager to provide higher level support to Deputy City Manager.	--	\$8,092 - \$10,294

Class Title	Union Code	Detail of Change	Previous Monthly Salary	Updated Monthly Salary
Deputy Director of Information Systems	MGT	New position. Promotion of Applications Development Manager to provide higher level support to Deputy City Manager.	--	\$9,368 - \$12,646
Deputy Director of Public Works/Maintenance	MGT	Salary grade change due to merit increase.	\$8,092 - \$10,924	\$8,921 - \$12,044
Director of Community Development	EM	Temporarily classified as Interim Director of Community Development.	--	--
Director of Engineering Services/City Engineer	EM	Salary grade change to align more closely with other Department Directors.	\$10,844 - \$14,639	\$11,956 - \$16,140
Director of Finance	EM	Salary grade change to align more closely with other Department Directors.	\$10,844 - \$14,639	\$11,386 - \$15,371
Director of Human Resources	EM	Salary grade change to align more closely with other Department Directors.	\$10,844 - \$14,639	\$11,386 - \$15,371
Director of Public Works	EM	Salary grade change to align more closely with other Department Directors.	\$10,844 - \$14,639	\$11,386 - \$15,371
Insurance Manager	MGT	Title change to Risk & Safety Manager.	--	--
Interim Director of Community Development	EM	Temporarily classified until permanent selection is made.	--	--
Principal Engineer	MGT	Salary grade change following salary survey due to recruitment challenges. Position was 13.79% below market median prior to change.	\$7,707 - \$10,404	\$8,921 - \$12,044
Revenue Manager	MGT	Reactivated position to support Director of Finance with elimination of the Assistant Director of Finance.	--	\$7,340 - \$9,909
Senior Accountant	MGT	Position eliminated upon reactivation of Revenue Manager.	--	--
Senior Deputy City Attorney	MGT	Salary grade change due to merit increase.	\$8,921 - \$12,044	\$9,368 - \$12,646
Water Distribution Superintendent	MGT	Salary grade change due to merit increase.	\$7,707 - \$10,404	\$8,092 - \$10,924

PeopleSoft HRMS/Payroll
Compensation Plan as of 11/16/2021
(all salaries shown as monthly)

Union Code	Job Code	Job Description	Base	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
MGT	20090	Accountant I	Band 008	4,506	6,084				
MGT	20094	Accountant II	Band 012	5,477	7,394				
UCT	20093	Accounting Assistant I	2,750	2,888	3,032	3,184	3,343		
UCT	20091	Accounting Assistant II	3,036	3,187	3,347	3,514	3,690		
UCT	21330	Administrative Coordinator	4,185	4,394	4,614	4,844	5,087		
UCT	73000	Asst Canal Superintendent	4,735	4,971	5,220	5,481	5,755		
MGT	20000	Asst City Attorney	Band 031	13,840	18,684				
MGT	21060	Asst City Clerk	Band 014	6,038	8,152				
MGT	20180	Asst City Engineer	Band 024	9,836	13,279				
EM	10100	Asst City Manager	Band 032	14,532	19,618				
MGT	20192	Asst Dir of Community Svs	Band 020	8,092	10,924				
UCT	20884	Asst Env Programs Specialist	4,083	4,287	4,501	4,726	4,963		
MGT	20310	Bldg Maintenance Supt	Band 015	6,340	8,559				
MGT	20150	Bldg Official	Band 023	9,368	12,646				
MGT	20320	Budget Manager	Band 018	7,340	9,909				
UCT	20826	Business Analyst I	4,853	5,096	5,350	5,618	5,899		
UCT	20827	Business Analyst II	5,357	5,625	5,906	6,201	6,511		
UCT	73600	Canal Assistant I	3,189	3,349	3,516	3,692	3,877		
UCT	73650	Canal Assistant II	3,520	3,697	3,881	4,075	4,279		
MGT	73500	Canal Superintendent	Band 015	6,340	8,559				
EM	10650	Chief of Police	Band 034	16,022	21,629				
EM	10200	City Attorney	20,125						
EM	12000	City Clerk	Band 023	9,368	12,646				
EM	10300	City Manager	23,333						
MGT	20140	City Planner	Band 023	9,368	12,646				
MGT	20691	City Traffic Engineer	Band 023	9,368	12,646				
MGT	50560	Code Compliance Manager	Band 018	7,340	9,909				
UCT	21401	Collections Officer	3,886	4,080	4,284	4,498	4,723		
MGT	21015	Communications Officer	Band 014	6,038	8,152				

UCT	82235	Control Systems Analyst	7,569	7,948	8,345	8,762	9,200
MGT	40431	Crime Analyst	Band 008	4,506	6,084		
UCT	40432	Criminal Intelligence Analyst	6,061	6,364	6,682	7,016	7,367
UCT	40433	Criminal Intelligence Sup	7,029	7,380	7,749	8,137	8,543
MGT	21001	Dep Building Official	Band 016	6,658	8,988		
MGT	21199	Dep City Attorney I	Band 015	6,340	8,559		
MGT	21200	Dep City Attorney II	Band 018	7,340	9,909		
EM	10430	Dep City Manager	Band 030	13,181	17,795		
MGT	20441	Dep Dir of Communications	Band 020	8,092	10,924		
MGT	21261	Dep Dir Of Community Svs	Band 020	8,092	10,924		
MGT	20338	Dep Dir of Economic Dev	Band 020	8,092	10,924		
MGT	20440	Dep Dir of Information Systems	Band 023	9,368	12,646		
MGT	20336	Dep Dir of Pub Wks/Maintenance	Band 022	8,921	12,044		
MGT	20940	Dep Dir of Util/Const & Eng	Band 024	9,836	13,279		
MGT	20970	Dep Dir of Util/Wastewater	Band 024	9,836	13,279		
MGT	20950	Dep Dir of Util/Water	Band 024	9,836	13,279		
FM	20160	Dep Fire Chief	Band 027	11,386	15,371		
UCT	60510	Dep Fire Marshal	6,933	7,280	7,644	8,026	8,428
UCT	21430	Department Aide	2,618	2,749	2,886	3,030	3,182
UCT	21440	Department Assistant	3,036	3,187	3,347	3,514	3,690
UCT	21055	Deputy City Clerk	4,853	5,096	5,350	5,618	5,899
EM	10443	Deputy City Mgr/Dir of CCS	Band 030	13,181	17,795		
EM	10442	Deputy City Mgr/Dir of IS	Band 030	13,181	17,795		
EM	10441	Deputy City Mgr/Dir of Util	Band 030	13,181	17,795		
MGT	20685	Design & Construction Proj Mgr	Band 016	6,658	8,988		
UCT	82255	Digital Media Coord	4,185	4,394	4,614	4,844	5,087
UCT	82256	Digital Media Technician	3,608	3,789	3,978	4,177	4,386
EM	10415	Dir of Comm & Community Svs	Band 024	9,836	13,279		
EM	10480	Dir of Eng Svs/City Eng	Band 028	11,956	16,140		
EM	10460	Dir of Finance	Band 027	11,386	15,371		
EM	10550	Dir of Human Resources	Band 027	11,386	15,371		
EM	10450	Dir of Info Systems	Band 027	11,386	15,371		
EM	10540	Dir of Public Works	Band 027	11,386	15,371		
EM	10575	Director of Utilities	Band 028	11,956	16,140		

UCT	21460	Division Coordinator	3,520	3,697	3,881	4,075	4,279
UCT	60800	Emer Medical Svs Program Coord	4,619	4,850	5,093	5,347	5,615
MGT	50770	Emer/Disaster Preparedness Mgr	Band 014	6,038	8,152		
MGT	20880	Environmental Prog Mgr/Util	Band 018	7,340	9,909		
UCT	20885	Environmental Prog Specialist	5,357	5,625	5,906	6,201	6,511
UCT	21332	Executive Assistant-City Atty	5,628	5,909	6,205	6,515	6,841
UCT	21331	Executive Assistant-City Mgr	5,913	6,209	6,519	6,845	7,187
UCT	21336	Executive Asst-Chief of Police	5,628	5,909	6,205	6,515	6,841
UCT	21334	Executive Office Coordinator	4,185	4,394	4,614	4,844	5,087
UCT	21337	Executive Office Specialist	3,189	3,349	3,516	3,692	3,877
MGT	50725	Finance Manager	Band 018	7,340	9,909		
MGT	50751	Fire Admin Services Manager	Band 014	6,038	8,152		
FM	20370	Fire Battalion Chief	Band 023	9,368	12,646		
EM	10600	Fire Chief	Band 030	13,181	17,795		
FM	20300	Fire Division Chief	Band 026	10,844	14,639		
MGT	20350	Fire Marshal	Band 022	8,921	12,044		
MGT	20850	Fleet Maint Superintendent	Band 015	6,340	8,559		
UCT	20874	Forensic Services Supervisor	6,368	6,686	7,020	7,371	7,740
MGT	50731	Geographic Information Sys Mgr	Band 015	6,340	8,559		
UCT	50735	GIS Analyst I	5,628	5,909	6,205	6,515	6,841
UCT	50737	GIS Analyst II	6,212	6,523	6,849	7,191	7,551
UCT	50785	GIS Technician I	3,791	3,981	4,180	4,389	4,608
UCT	50786	GIS Technician II	4,185	4,394	4,614	4,844	5,087
MGT	21190	Housing & Neigh Svs Manager	Band 018	7,340	9,909		
MGT	21081	Human Resources Analyst I	Band 009	4,730	6,387		
MGT	21083	Human Resources Analyst II	Band 011	5,215	7,041		
UCT	21650	Human Resources Coordinator	4,735	4,971	5,220	5,481	5,755
MGT	21130	Human Resources Manager	Band 019	7,707	10,404		
UCT	21651	Human Resources Technician I	3,699	3,884	4,078	4,282	4,496
UCT	21655	Human Resources Technician II	4,083	4,287	4,501	4,726	4,963
EM	10400	Interim Dir of Comm Dev	Band 027	11,386	15,371		
MGT	20800	Laboratory Superintendent	Band 019	7,707	10,404		
MGT	20501	Lakes & Open Space Supt.	Band 015	6,340	8,559		
UCT	20875	Latent Print & Evid Specialist	5,491	5,765	6,054	6,356	6,674

UCT	20876	Latent Print Specialist	4,853	5,096	5,350	5,618	5,899
UCT	21580	Legal Assistant	4,974	5,223	5,484	5,758	6,046
UCT	21585	Legal Specialist	5,226	5,487	5,762	6,050	6,352
UCT	21470	Maintenance & Oper Coordinator	3,886	4,080	4,284	4,498	4,723
UCT	81935	Maintenance Scheduler	6,527	6,853	7,196	7,556	7,933
MGT	21090	Management Analyst I	Band 009	4,730	6,387		
MGT	21092	Management Analyst II	Band 012	5,477	7,394		
UCT	21317	Network Administrator I	5,357	5,625	5,906	6,201	6,511
UCT	21318	Network Administrator II	5,913	6,209	6,519	6,845	7,187
MGT	21801	Network Manager	Band 019	7,707	10,404		
UCT	21311	Network Systems Engineer	5,628	5,909	6,205	6,515	6,841
UCT	21310	Network Systems Technician I	3,608	3,789	3,978	4,177	4,386
UCT	21313	Network Systems Technician II	3,983	4,182	4,391	4,611	4,841
UCT	21316	Network Systems Technician III	4,397	4,616	4,847	5,090	5,344
UCT	21661	Payroll Analyst	4,507	4,732	4,968	5,217	5,478
UCT	21660	Payroll Technician I	3,608	3,789	3,978	4,177	4,386
UCT	21662	Payroll Technician II	3,983	4,182	4,391	4,611	4,841
MGT	50752	Police Business Mgr	Band 016	6,658	8,988		
PM	20600	Police Captain	Band 026	10,844	14,639		
PM	20670	Police Lieutenant	Band 024	9,836	13,279		
UCT	21550	Police Projects Specialist	4,289	4,504	4,729	4,965	5,214
MGT	50753	Police Services Analyst	Band 013	5,752	7,764		
UCT	21555	Police Training Coordinator	4,185	4,394	4,614	4,844	5,087
MGT	20680	Principal Engineer	Band 022	8,921	12,044		
MGT	20690	Principal Planner	Band 019	7,707	10,404		
MGT	21240	Program Administrator	Band 009	4,730	6,387		
UCT	21680	Programmer Analyst I	4,507	4,732	4,968	5,217	5,478
UCT	21681	Programmer Analyst II	4,974	5,223	5,484	5,758	6,046
MGT	40100	Pub Safety Communications Mgr	Band 017	6,990	9,437		
UCT	20822	Public Safety Systems Analyst	5,628	5,909	6,205	6,515	6,841
MGT	21335	Public Safety Systems Manager	Band 016	6,658	8,988		
MGT	20500	Public Works Superintendent	Band 015	6,340	8,559		
UCT	30505	Publications Coordinator I	3,189	3,349	3,516	3,692	3,877
UCT	30500	Publications Coordinator II	3,520	3,697	3,881	4,075	4,279

MGT	21340	Real Property Manager	Band 019	7,707	10,404		
MGT	20001	Revenue Manager	Band 018	7,340	9,909		
UCT	20040	Risk & Safety Coordinator		4,507	4,732	4,968	5,217 5,478
MGT	20337	Risk & Safety Manager	Band 019	7,707	10,404		
UCT	20345	Safety Trainer		4,974	5,223	5,484	5,758 6,046
MGT	20860	Sr Accountant	Band 014	6,038	8,152		
UCT	20092	Sr Accounting Assistant		3,520	3,697	3,881	4,075 4,279
MGT	50754	Sr Crime Analyst	Band 010	4,968	6,707		
MGT	21220	Sr Deputy City Attorney	Band 023	9,368	12,646		
MGT	20877	Sr Engineer	Band 019	7,707	10,404		
UCT	20887	Sr Environmental Prog Spec		5,913	6,209	6,519	6,845 7,187
MGT	21080	Sr Human Resources Analyst	Band 014	6,038	8,152		
UCT	21590	Sr Legal Assistant		5,769	6,057	6,360	6,678 7,012
MGT	21309	Sr Network Systems Engineer	Band 015	6,340	8,559		
MGT	20840	Sr Planner	Band 014	6,038	8,152		
UCT	20347	Sr Safety Analyst		5,628	5,909	6,205	6,515 6,841
UCT	20823	Systems Analyst I		6,212	6,523	6,849	7,191 7,551
UCT	20825	Systems Analyst II		6,857	7,200	7,560	7,938 8,335
UCT	20965	Telecommunications Specialist		4,083	4,287	4,501	4,726 4,963
MGT	21005	Tourism & Marketing Administra	Band 009	4,730	6,387		
MGT	82233	Utilities Analyst	Band 011	5,215	7,041		
MGT	20683	Utilities Constr Proj Mgr	Band 016	6,658	8,988		
UCT	82230	Utilities Construction Coord		4,619	4,850	5,093	5,347 5,615
MGT	20920	Utilities Maintenance Supt	Band 022	8,921	12,044		
MGT	20975	Wastewater Operations Supt	Band 022	8,921	12,044		
MGT	20930	Water Distribution Supt	Band 020	8,092	10,924		
MGT	20990	Water Treatment Plant Supt	Band 022	8,921	12,044		
UCT	20960	Web Design Technician I		3,608	3,789	3,978	4,177 4,386
UCT	20961	Web Design Technician II		3,983	4,182	4,391	4,611 4,841

RESOLUTION NO. 2021-173

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AMENDING THE PART-TIME PAY PLAN

WHEREAS, the compensation for the part-time, unclassified group of City employees is established by the City Council from time to time; and

WHEREAS, the City Council desires at this time and deems it to be in the best public interest to adopt and amend said salary ranges of the Part-time Hourly Compensation Plan and Part-Time Hourly Pay Schedule;

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

1. That the above recitations are true.
2. That the part-time salary ranges are hereby established and amended for the positions set forth in Exhibit "A" and corresponding hourly step rates set forth in Exhibit "B" which are both attached and incorporated by this reference.
3. That this Resolution supersedes Resolution No. 2020-141.

PART-TIME HOURLY COMPENSATION PLAN January 1, 2022

RANGE I 15.00 – 18.33 Maintenance Aide I Park Attendant I Parking Enforcement Officer Recreation Leader I Senior Service Aide I	RANGE VI 17.06 – 21.30 Currently No Classifications
RANGE II 15.45 – 19.30 Maintenance Aide II Park Attendant II Recreation Leader II Senior Service Aide II	RANGE VII 17.40 – 21.44 Head Lifeguard
RANGE III 15.44 – 19.70 Lifeguard Park Attendant III Principal Recreation Leader Senior Service Aide III	RANGE VIII 17.92 – 22.30 Currently No Classifications
RANGE IV 16.24 – 20.20 Currently No Classifications	RANGE IX 18.37 – 22.94 Currently No Classifications
RANGE V 16.64 – 20.70 Water Safety Instructor	RANGE X Dept. Head discretion ranging from a minimum of current California minimum wage to a maximum of \$100.00 per hour Department Specialist Department Specialist / Reserve Maintenance Specialist Recreation Specialist I Recreation Specialist II Swimming Pool Manager Tiny Tot Instructor

(Ranger Specialist – Park Ranger I Benchmark; M&O 99)

PART-TIME HOURLY PA SCHEDULE
January 1, 2022

Resolution No. 2021-173
EXHIBIT "B"
PAGE 1 of 1

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Range I - Base Rate	\$15.076469	\$15.453381	\$15.839715	\$16.235708	\$16.641601	\$17.057641	\$17.484082	\$17.921184	\$18.369214	\$18.828444
Range II - Base Rate	\$15.453381	\$15.839715	\$16.235708	\$16.641601	\$17.057641	\$17.484082	\$17.921184	\$18.369214	\$18.828444	\$19.299155
Range III - Base Rate	\$15.839715	\$16.235708	\$16.641601	\$17.057641	\$17.484082	\$17.921184	\$18.369214	\$18.828444	\$19.299155	\$19.781634
Range IV - Base Rate	\$16.235708	\$16.641601	\$17.057641	\$17.484082	\$17.921184	\$18.369214	\$18.828444	\$19.299155	\$19.781634	\$20.276175
Range V - Base Rate	\$16.641601	\$17.057641	\$17.484082	\$17.921184	\$18.369214	\$18.828444	\$19.299155	\$19.781634	\$20.276175	\$20.783079
Range VI - Base Rate	\$17.057641	\$17.484082	\$17.921184	\$18.369214	\$18.828444	\$19.299155	\$19.781634	\$20.276175	\$20.783079	\$21.302656
Range VII - Base Rate	\$17.484082	\$17.921184	\$18.369214	\$18.828444	\$19.299155	\$19.781634	\$20.276175	\$20.783079	\$21.302656	\$21.835222
Range VIII - Base Rate	\$17.921184	\$18.369214	\$18.828444	\$19.299155	\$19.781634	\$20.276175	\$20.783079	\$21.302656	\$21.835222	\$22.381103
Range IX - Base Rate	\$18.369214	\$18.828444	\$19.299155	\$19.781634	\$20.276175	\$20.783079	\$21.302656	\$21.835222	\$22.381103	\$22.940631
Range X - Base Rate	Salary set at Department Head discretion ranging from a minimum of current California minimum wage to a maximum of \$100.00 per hour.									

CITY COUNCIL STAFF REPORT

Current Business Item No. 12

December 15, 2021

File No. 0610-70

SUBJECT: Appointment of Deputy Mayor

DEPARTMENT: City Clerk's Office

RECOMMENDATION: It is requested that the City Council appoint Councilmember Tina Inscoe to serve as Deputy Mayor in accordance with Ordinance No. 2020-28.

BACKGROUND: On November 18, 2020, the City Council adopted Ordinance No. 2020-28, which amended Chapter 2, Article 2, Section 2-24 of the Escondido Municipal Code as follows:

Sec. 2-24. Deputy Mayor Selection.

- (a) The city council shall meet on the first Wednesday following certification of the results of the general municipal election and select a deputy mayor by appointment from among the councilmembers. If the deputy mayor leaves elected office, the city council shall appoint a new deputy mayor at the next regular city council meeting.
- (b) The deputy mayor shall serve a one-year term.
- (c) The deputy mayor position shall rotate among councilmembers representing the four council districts.
 - (1) The city council shall appoint the deputy mayor based on seniority in current office. Each councilmember shall be appointed deputy mayor at least once during their four-year term in office.
 - (2) If multiple councilmembers have the same seniority at the time of appointment, the city council shall appoint the deputy mayor based on the highest votes received in the general election.
 - (3) If a councilmember fails or refuses to serve as deputy mayor, the councilmember shall not serve as deputy mayor until the other three councilmembers have another opportunity for appointment.
- (d) No city councilmember should be appointed deputy mayor during their first year in office.
- (e) The city council retains the right to appoint the deputy mayor by majority vote, notwithstanding subsection (b), whenever it deems necessary.

Councilmember Inscoe and Councilmember Garcia have the same seniority. Councilmember Inscoe received 6,638 votes and Councilmember Garcia received 4,995 votes in the November 2020 General Election. Therefore, Councilmember Inscoe is next in line to serve as Deputy Mayor.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Zack Beck, City Clerk

12/8/21 11:06 a.m.

CITY COUNCIL STAFF REPORT

Current Business Item No. 13

December 15, 2021

File No. 0610-90

SUBJECT: Boards and Commissions Policy Update

DEPARTMENT: City Clerk's Office

RECOMMENDATION:

It is requested that the City Council introduce Ordinance No. 2021-14 and approve recommendations from the Boards and Commissions Subcommittee

PREVIOUS ACTION:

On September 15, 2021 the Boards and Commissions Subcommittee reported to the full City Council the results of the Subcommittee's examination and analysis of the current status of the City's boards and commissions.

The full City Council considered adopting changes to various provisions of the Escondido Municipal Code to: increase the efficiency and efficacy of the boards and commissions; to allow for greater participation by City residents in the boards and commissions; to provide for more accountability of the City's board and commission members to perform their duties and responsibilities; to establish a uniform set of by-laws to govern the boards and commissions; and, to allow for all councilmembers to provide more direct input into the nomination process for members of the City's boards and commissions such that these boards and commissions reasonably reflect the values of the City's legislative representatives.

On October 5, 2021, the City Council gave direction to staff to bring forward such amendments to the Escondido Municipal Code consistent with their comments to address their concerns about the current status of the City's boards and commissions.

BACKGROUND:

On August 19, 2020, the City Council voted to create a Boards and Commissions Subcommittee consisting of Mayor Paul McNamara and Councilmember Consuelo Martinez to review and address boards, commissions, advisory committees and other avenues of citizen participation in local government.

The Boards and Commissions Subcommittee met over the last 12 months with the City Manager, City Attorney and City Clerk. The Subcommittee has compiled the following recommendations:

Boards and Commissions Policy Update
December 15, 2021
Page 2

1. Two Year Terms – Commissioner terms will be reduced from four years to two years (see Exhibit “A” to proposed Ordinance No. 2021-14). This will not apply to the Planning Commission or Library Board of Trustees, due to State Law.
2. Seven Members Per Board – Each commission will be comprised of seven members. This will not apply to the Library Board of Trustees, due to State Law.
3. Uniform Bylaws – All boards and commissions will have uniform by-laws (Attachment “1”). This will not apply to the Planning Commission or Library Board of Trustees, due to State Law.
4. Updated Selection Process

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Zack Beck, City Clerk
12/8/21 2:20 p.m.

ATTACHMENTS:

1. Attachment “1” Boards and Commissions Bylaws
2. Ordinance No. 2021-14
3. Ordinance No. 2021-14 Exhibit “A”

CITY OF ESCONDIDO



Boards and Commissions Bylaws

Prepared By:
Office of the City Clerk
cityclerk@escondido.org
(760) 839-4617

Boards and Commissions

Advisory bodies develop recommendations and present supporting information to the City Council. Their role can include hearing public testimony, building community consensus for proposals or projects, facilitating a study of issues, guiding implementation of new or regulating established programs, or assessing the alternatives regarding issues of community concern. The Planning Commission has the authority to make final decisions; some decisions may be appealed to Council.

Advisory bodies relate to the Council and staff as follows:

Council's role is to . . .

- Make policy
- Direct the City Manager to carry out policy
- Solicit input from boards/commissions on issues in their various functional areas unless there are legal or time constraints

The Advisory body's role is to . . .

- Advise Council on policy that assists Council in carrying out their responsibilities
- Provide citizen input by being positive representatives of the Council and the community

Staff's role is to . . .

- Research and investigate issues, prepare alternatives and recommendations for advisory bodies and Council to review and implement Council policy decisions
- Provide staff liaison and clerical support to the advisory body under the guidance of the department head (and ultimately, the City Manager)

Advisory bodies are not involved in the administration or operation of City departments. They should not contact the media or speak on behalf of the advisory body unless authorized to do so. Advisory body members may not direct administrative staff to initiate programs and may not conduct major studies or establish policy without the approval of the City Council. City staff members are available to provide general staff assistance to the advisory body.

BOARD AND COMMISSION BYLAWS

The City of Escondido maintains seven boards and commissions:

As a matter of policy, it serves the public interest to have the greatest possible public access to board and commission meetings. As such, meetings are held in Council Chambers (or via videoconference) and preferably occur at least once a month.

Building Advisory and Appeals Board

The Building Advisory and Appeals Board hears appeals and makes determinations relative to alternate methods of construction and alternate materials pertaining to the Building, Electrical, Plumbing, Mechanical, Dangerous Buildings, and Housing Codes of the City of Escondido.

Historic Preservation Commission

The Historic Preservation Commission acts in an advisory capacity to the City Council and Planning Commission in matters relating to the identification, protection, retention, and preservation of historical sites and areas within the city. The commission also advises the Council on the responsibilities of being a Certified Local Government and other matters relating to Historic Preservation.

Library Board of Trustees

The Library Board of Trustees oversees library services and advises the City Council and the City Librarian on the development of plans, policies and programs that are responsive to the community's needs and desires.

Planning Commission

The Planning Commission serves in an advisory capacity to the City Council on land use policy planning matters, which guide the future development of the City. The Planning Commission has final approval authority on certain cases and recommends action to the City Council on others.

Public Art Commission

The Public Art Commission functions in an advisory capacity in matters pertaining to art in public places.

Transportation and Community Safety Commission

The Transportation and Community Safety Commission is an advisory body to the City Council, Engineering Services Department and the Police Traffic Division.

Eligibility and Membership

No board or commission members shall hold any paid office or employment with the City of Escondido. All persons appointed shall be registered voters of the City and live within the geographic boundaries of the City's General Plan at the time of their appointment.

If at any time during their term any member of a board or commission shall cease to be an elector of the City or shall cease to maintain their principal place of residence within the geographical boundaries of the City's General Plan, then such person shall become ineligible to continue to serve as a member of the board or commission and said position shall be declared vacant by the City Council.

Term Length

Board and Commission term lengths are two years.

Exception: Term lengths for the Library Board of Trustees are three years, per State of California law.

Spouses, Household Members, and Relatives

No individual shall be eligible to serve on a City board or commission, who has a spouse, household member living under the same roof, or designated relative (parent, step-parent, grandparent, child, sister, brother, niece, nephew, uncle, or aunt of the individual or of the individual's spouse), currently serving as a member of the City Council, or employed as the City Manager, Assistant City Manager, Deputy City Manager, City Attorney, Department Director or Assistant Director or equivalent for the City of Escondido.

Concurrent Service

No member of any board or commission listed herein, may serve on more than one board or commission at the same time, with the exception of the Building and Advisory Appeals Board.

Exception: Members of the Building Advisory and Appeals Board may serve on another board or commission at the same time.

Limitation on Terms

Any person appointed to a board or commission shall be immediately eligible, upon the expiration of their term or resignation prior to completion of their term if appointed to a different board or commission, to serve on a different board or commission.

Recruitment

Through the Office of the City Clerk, efforts will be made to fill board or commission vacancies as soon as practical. Upon notification of a vacancy, whether planned or unplanned, staff shall inform Council of the status of recruitment efforts to fill the vacancy.

Appointment

Unless otherwise provided by state law, the Mayor shall appoint and set terms for all members of all members of all boards and commissions. Notwithstanding any other provisions of state law or any other laws of the city, the members of such boards and commissions shall serve at the pleasure of the city council and shall at all times be residents of the geographical area within the city's general plan.

Appointments of board and commission members shall be placed on the agenda at a City Council meeting. The City Council ratifies the Mayor's selections for appointments to the boards and commissions.

During January and February, the City of Escondido solicits applications from persons interested in actively participating in local government. Interviews are conducted by the full Council and each application is carefully reviewed before an appointment is made. Terms of office expire on March 31.

Applications are accepted throughout the year, however, in case additional appointments need to be made due to resignations or other unforeseen circumstances. The same interview process takes place for scheduled and unscheduled vacancies.

Oath of Office

Each board and commission member, before entering upon the discharge of the duties of his/her office, shall take, subscribe to, and file with the City Clerk the following oath or affirmation:

"I do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter."

Training

Training shall be provided to all board and commission members by the City through the Office of the City Clerk, in consultation with the staff liaison for each board or commission.

Disclosure Obligations

All public officials, include commissioners, must file annual conflict of interest forms with the City Clerk's office as required by State law. Those forms are public records which are available to the public upon request. The forms require disclosure of information about income, business and property interests in the

community, gifts, and the like. As to income, officials are required to disclose sources, but not exact dollar amounts.

Officers

Each board and commission shall elect one of its members as chair and another member as vice chair.

Exception: Library Board of Trustees is governed by State Law and requires the selection of a President and Secretary for the Board.

Chair's Role and Responsibilities

Presides at meetings of the board or commission, and follows Brown Act requirements for conducting meetings.

Vice Chair's Role and Responsibilities

Serves as the presiding officer in the absence of the chair.

Meetings

Each board and commission shall hold regular meetings and special meetings as it may require. All meetings shall be open to the public and meet Brown Act requirements.

Attendance

Each member of a City board or commission is expected to attend all regularly scheduled meetings. When a board or commission member knows in advance that he/she will be absent from a meeting, the member shall give advance notice to the chair and/or staff liaison.

Absences from more than 25% of all regularly scheduled meetings over the course of the term length, shall result in that member's seat being declared vacant by the City Clerk.

Quorums

Boards and commissions have a quorum present when a majority of their total membership is present.

Majority and Abstentions

Board and commission motions shall be approved by a majority of legal votes cast. Members who fail to vote are presumed to have waived the exercise of their right and to have consented to allow the will of the organization to be expressed by those voting. The tabulation of a vote is based on the number of members present *and* voting. Abstentions are not counted, since a member who abstains voluntarily relinquishes his or her vote, and is not counted in the results.

Ad-hoc Committees

Ad-hoc committees may be established as required to facilitate the study of Council-directed or staff-requested initiatives. These committees will be project-specific and will function only for the duration of the project.

Staff Support to Board and Commissions

Relevant departments shall appoint a staff liaison to support each board and commission.

Role in Public Communication

In addition to their role as advisors to the City Council, boards and commissions, as a body, serve as liaisons between the City and the general public regarding issues under their purview at City sponsored meetings or events. Each board and commission functions as a communication link, explaining City programs and recommendations, advocating established City policy and services, as well as providing a forum for public comment.

Board and Commission Role Outside of Meetings

Outside of official board or commission meetings, individual board and commission members are not authorized to represent the City or their board or commission unless specifically designated by the City Council or the board or commission to do so for a particular purpose.

Private.

In private settings, board and commission members may communicate at any time and on any subject with individual members of the City Council, and may express to them individual viewpoints and opinions.

Public.

In public, however, all members shall represent the official policies or positions of their board or commission.

Board and Commission Communication with City Council

Council shall be kept informed of the activities of boards and commissions by virtue of the board and commission minutes.

Council shall encourage members of the public to submit issues and/or concerns to the appropriate board or commission prior to Council considering the matter.

Resignation/Completion of Term

When a board or commission member resigns from his or her seat, the member shall notify the Mayor in writing (email, fax or letter), with copies to the staff liaison, City Clerk and City Manager, indicating the effective date and the reason(s) for resignation. When the resignation notice is received by the Office of the City Clerk, staff shall notify Council of the resignation and the status of recruitment efforts to fill the vacancy.

Upon resignation or completion of board or commission assignment, individuals shall not represent themselves further as a board or commission member.

Harassment

The City of Escondido is committed to providing an environment for employees, elected or appointed officials, members of the public, or contractors that promotes dignity and respect and is free from discrimination and harassment.

Removal

Unless otherwise provided by state law, the Mayor shall appoint and set terms for all members of all boards and commissions. Notwithstanding any other provisions of state law or any other laws of the city, the members of such boards and commissions shall serve at the pleasure of the city council and shall at all times be residents of the geographical area within the city's general plan.

Exception: The Mayor and City Council do not have the authority to involuntarily remove any or all of the Library Board of Trustees prior to the expiration of their respective terms.

Administrative Policies

The City Manager shall have full authority to develop and implement any administrative policies and practices deemed necessary to support the operation of all boards and commissions.

DRAFT

ORDINANCE NO. 2021-14

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
ADOPTING AMENDMENTS TO THE
ESCONDIDO MUNICIPAL CODE FOR THE
SELECTION PROCESS AND TERMS AND
COMPOSITION OF VARIOUS CITY AND
INTERAGENCY BOARDS AND
COMMISSIONS

WHEREAS, the City of Escondido ("City") is a general law city governed by a legislative body comprised of a mayor elected at large and four councilmembers elected by districts who regularly rely on the work and advise of various boards and commissions which hear and consider various matters of public interest on behalf of the City of Escondido; and

WHEREAS, the City currently has the following City boards and commissions: Planning Commission, Public Arts Commission; Library Board of Trustees; Building and Advisory Board; Historic Preservation Commission; and, Transportation and Community Safety Commission; and

WHEREAS, the City's mayor and councilmembers will also from time to time be appointed to and serve upon boards and commissions that are established pursuant to state law and/or include other government agencies ("Interagency Board") such as the North County Transit District (NCTD), San Diego Association of Governments (SANDAG), San Dieguito River Valley, Association of Bay Area Governments (ABAG), League of California Cities, Regional Solid Waste Association Board, Escondido Creek Watershed Alliance, Air Pollution Control District (APCD); and, the San Diego County Water Authority (SDCWA); and

WHEREAS, the City's Municipal Code includes provisions relating to, among other items, the nomination, selection, composition, terms, and duties of the City's boards and commissions members; and

WHEREAS, as a general law City, the City of Escondido must comply with state law in the nomination and approval of boards and commissions members, including but not limited to Government Code section 40605, and must further comply with the nominating and membership rules relating to Interagency Boards; and

WHEREAS, on August 19, 2020, the City Council of the City established a Boards and Commissions ad hoc Subcommittee ("Subcommittee") to undertake a review of the nomination, selection, composition, terms, duties, governing rules, and other matters relating to the City's boards and commission members; and

WHEREAS, on October 5, 2021, the Subcommittee reported to the full City Council the results of the Subcommittee's examination and analysis of the current status of the City's boards and commissions and the full City Council did consider adopting changes to various provisions of the Escondido Municipal Code to: increase the efficiency and efficacy of the boards and commissions; to allow for greater participation by City residents in the boards and commissions; to provide for more accountability of the City's board and commission members to perform their duties and responsibilities; to establish a uniform set of by-laws to govern the boards and commissions; and, to allow for all councilmembers to provide more direct input into the nomination process for members of the City's boards and commissions such that these boards and commissions reasonably reflect the values of the City's legislative representatives; and

WHEREAS, on October 5, 2021, the City Council gave direction to staff to bring forward such amendments to the Escondido Municipal Code consistent with their comments to address their concerns about the current status of the City's boards and commissions.

The City Council of the City of Escondido, California, DOES HEREBY ORDAIN as follows:

SECTION 1. That the above recitations are true.

SECTION 2. That the proposed Municipal Code amendments are statutorily or categorically exempt from further review pursuant to the State law and CEQA Guidelines because the amendments are not considered to be a "Project" under CEQA, as defined in Public Resources Code section 21065 and CEQA Guidelines section 15378(b)(2) and (5), and no further environmental review is required.

SECTION 3. That the proposed amendments to the Escondido Municipal Code are consistent with state law.

SECTION 4. That, after consideration of all City Councilmember and public comments, the City Council finds, determines and declares that the amendments to the Escondido Municipal Code are in the best public interest and it approves and adopts such amendments that are attached as Exhibit "A" hereto and incorporated herein by this reference as though fully set forth herein.

SECTION 5. SEPARABILITY. If any section, subsection, sentence, clause, phrase or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and

independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 6. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. That the City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

GENERAL PROVISIONS

Chapter 2. Administration.

Article 2. City Council.

Sec. 2-26. Duty to appoint board and commission members; Bylaws.

- (a) Unless otherwise provided by state law, the mayor shall appoint members and alternates to all state, county, city, and other interagency boards and commissions, including subcommittees.
- (b) Notwithstanding any other provisions of state law or any other laws of the city, the members of such boards and commissions shall serve at the pleasure of the city council and shall at all times be residents of the geographic area within the city's general plan.
- (c) Except for the Planning Commission and the Library Board of Trustees, all city-created boards and commissions shall be governed by a uniform set of by-laws which shall be approved by the city council through adoption of a Resolution.

Chapter 2. Administration.

Article 2. City Council.

Sec. 2-30. Appointment and terms of office.

Unless otherwise provided by this code, appointments of members of all boards and commissions created by the city council and their terms of office shall be governed by the following provisions:

(a) The members of all boards and commissions shall be appointed by the mayor from among the residents of the geographic area within the city's general plan.

(b) The members of all boards and commissions shall serve at the pleasure of the council, and may be removed from office at any time, without cause.

(c) The terms of office for members of all boards and commissions established by the City of Escondido shall be for a two (2) year period commencing with the actual date of appointment and ending on March 31st of the second year thereafter.

(d) Any vacancy which occurs prior to the expiration of a term shall be filled by appointment for the unexpired portion of such term consistent with the nomination procedure provided for in this section.

(e) The following board and commission member nomination process shall be in effect for city-established boards and commissions:

(1) Commencing on January 1, 2022, in sequential ascending order starting with council district 1, and as to each board or commission where there is a scheduled vacancy for which an appointment is required, each district representative shall submit a proposed

nominee to the mayor for his nomination and vote by the full city council. A majority vote of the full city council is required to affirm the mayor's nomination.

(2) Thereafter, after district 4 has submitted its nominee, the mayor shall nominate such remaining members for those vacant board and commission seats for that nomination period. Such process shall continue with each board and commission and for each subsequent nominating period starting with any council representative who did not participate in the last period and in the same sequential order.

BUILDING ADVISORY AND APPEALS BOARD

Chapter 6. Buildings and Building Regulations.

Article 1. Administrative Provisions.

Sec. 6-11. Building advisory and appeals board.

Sec. 6-11.1. General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretations of the technical code, there shall be and is hereby created a building advisory and appeals board consisting of seven (7) members who are qualified by experience and training to pass upon matters pertaining to building construction and building service equipment and who are not employees of the jurisdiction. The building official shall be an ex officio member and shall act as secretary to said board and shall keep the minutes thereof but shall have no vote upon any matter before the board. The board of appeals shall be appointed by the mayor from among the residents of the geographic area within the city's general plan. Members of the building advisory and appeals board shall serve at the pleasure of the council, and may be removed from office at any time, without cause. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official.

Sec. 6-11.2. Appointment and Terms of Office. Unless otherwise provided by this code, appointments of members of all boards and commissions created by the city council and their terms of office shall be governed by the following provisions:

(a) The terms of office for members of the building advisory and appeals board shall be for a two (2) year period commencing with the actual date of appointment and ending on March 31st of the second year thereafter; and

(b) Any vacancy which occurs prior the expiration of the term shall be filled by appointment for the unexpired portion of such term consistent with the nomination procedure provided for in Section 2-30.

Sec. 6-11.4. Duty to Elect Chairperson, Vice-chairperson. The members of the building advisory and appeals board shall elect one of its number to serve as chairperson, and one of its number to serve as vice-chairperson, who shall preside in the absence of the chairperson.

Sec. 6-11.5. To Determine Time, Place of Meetings. The building advisory and appeals board shall hold its meetings at such time and place as it determines by resolution.

Sec. 6-11.6. Special Meetings. Special meetings of the building advisory and appeals board may be called pursuant to the provisions of Government Code, Section 54956.

Sec. 6-11.7. Jurisdiction Generally. The building advisory and appeals board shall have the following jurisdiction:

Sec. 6-11.7.1. Use of alternative materials, construction. Whenever a person proposes to use materials and/or methods of construction which are not in conformance with the laws of the city, but which, in the opinion of such person, are as suitable as the required materials and methods, he may propose the use of alternate materials and/or methods of construction to the board for approval.

Sec. 6-11.7.2. Refusal to issue permits. The refusal of the building official to issue any permit required by the city building department may be appealed by the applicant to the board.

Sec. 6-11.7.3. Notice to abate public nuisance. The action of the building official in issuing a correction notice or a notice to abate a public nuisance may be appealed to the board.

Sec. 6-11.7.4. Interpretation of city codes. The decision of the building official in interpreting provisions of the building code, electrical code, plumbing code, mechanical code and the housing, dangerous building and property maintenance codes, in full force and effect in the city, may be appealed to the board.

Sec. 6-11.7.5. The building advisory and appeals board shall have no authority relative to interpretation of the administrative provisions of this code or the administrative provisions of the technical codes, nor shall the board be empowered to waive requirements of either this code or the technical codes.

Sec. 6-11.8. Appeal Procedures. The procedures for making appeals to the building advisory and appeals board shall be as follows:

Sec. 6-11.8.1. Time for making appeal. Appeals to the board must be initiated within ten (10) days from the act, decision or interpretation which is the subject of the appeal.

Sec. 6-11.8.2. Form of appeal; contents. An appeal to the board must be in the form of a written statement delivered to the clerk of the board within the time prescribed by subsection (1) of this section. The written appeal must contain the name, address and telephone number of the appellant and a statement of the act, decision or interpretation being appealed. The appeal must contain a brief statement of the basis for the appellant's contention that the act, decision or interpretation in dispute was erroneous. Only those grounds stated in the written appeal may be considered by the board.

Sec. 6-11.8.3. When to consider, hear an appeal. The board shall consider an appeal at its next regular meeting after the filing of the appeal, unless the next regular meeting of the board is less than ten (10) days from the date of filing the appeal. If an

appeal is filed less than ten (10) days prior to the next regular meeting of the board, the appeal shall be heard at the next succeeding regular meeting of the board, but, in no event, shall more than sixty (60) days elapse from the filing of an appeal and the hearing thereon, without consent of the appellant to the later date.

Sec. 6-11.8.4. Hearing, considering appeal. An appeal to the board shall be heard and considered by the board in a public meeting. The hearing may be continued from time to time as the board may deem proper to reach a just decision on the appeal. At the time of the hearing of the appeal by the board, the appellant or his legal representative shall be heard by the board. The appellant may present any oral and legal arguments and evidence he wishes in prosecuting his appeal. The building director shall present a written report concerning the appeal, a copy of which shall be delivered to the appellant no later than the hearing date.

Sec. 6-11.8.5. Expert testimony. The board may require an appellant to present the reports of experts bearing on the subject matter of the appeal. The responsibility for, and the expense of obtaining and presenting expert reports is that of the appellant. The hearing on appeal may be continued from time to time pending the receipt of the reports of experts required to be presented by the board.

Sec. 6-11.8.6. Board to reach, report decision. At the conclusion of a hearing on appeal,

the board shall deliberate in public meeting and reach a decision on the merits of the appeal. The decision of the board, together with such reasons as the board cares to express, shall be reported in the form of a formal resolution.

Sec. 6-11.9. Decision of Appeals Board Subject to Appeal to Council. The decision of the building advisory and appeals board on an appeal to it may be appealed to the council within ten (10) days of the disputed decision. The procedure of the appeal shall be as expressed in section 6-11.8.

Sec. 6-11.10. Fee for Filing Appeal to Council. There shall be a filing fee of one hundred dollars (\$100.00) payable to the clerk at the time of filing an appeal to the council.

PLANNING COMMISSION

Chapter 20. Planning Commission.

Sec. 20-2. Composition; appointment of members.

The planning commission created by this chapter shall consist of seven (7) members who shall be appointed by the mayor as provided for in Section 2-30. All members must reside within the geographic area covered by the city's general plan and no more than three (3) members may reside outside the city limits. The planning commission should include members of the general public and licensed design professionals. Members of the planning commission shall serve at the pleasure of the council, and may be removed from office at any time, without cause.

Chapter 20. Planning Commission.

Sec. 20-7. Powers and duties generally.

The planning commission shall have all the powers and shall perform all the duties provided by said Planning Act and such other powers and duties as may be conferred upon planning commissions by any and all laws of the state.

Chapter 20. Planning Commission.

TRANSPORTATION AND COMMUNITY SAFETY COMMISSION

Chapter 28. Traffic.

Article 2. Administration and Enforcement.

Sec. 28-56. Appointment of members.

The citizens-at-large shall be appointed by the mayor from among residents of the geographic area within the city's general plan. Members shall serve at the pleasure of the council, and may be removed from office at any time, without cause.

Chapter 28. Traffic.

Article 2. Administration and Enforcement.

Sec. 28-57. Terms of office of members.

Unless otherwise provided by this code, appointments of members of all boards and commissions created by the city council and their terms of office shall be governed by the following provisions:

(a) The terms of office for citizen-at-large members of the transportation and community safety commission shall be for a two (2) year period commencing with the actual date of appointment and ending on March 31st of the second year thereafter.

(b) Any vacancy which occurs prior to the expiration of a term shall be filled by appointment for the unexpired portion of such term consistent with the nomination procedure provided for in Section 2-30.

BOARD OF PARKING PLACE COMMISSIONERS

Chapter 28. Traffic.

Article 2. Administration and Enforcement.

Sec. 28-73. Qualifications of members generally.

The members of the board of parking place commissioners shall be appointed by the mayor from among residents of the geographic area within the city's general plan. Members of the board of parking place commissioners shall serve at the pleasure of the council, and may be removed from office at any time, without cause.

Chapter 28. Traffic.

Article 2. Administration and Enforcement.

Sec. 28-74. Terms of office of members.

- (a) The terms of office for members of the board of parking place commissioners shall be for a two (2) year period commencing with the actual date of appointment and ending on March 31st of the fourth year thereafter; and
- (b) any vacancy which occurs prior to the expiration of a term shall be filled by appointment for the unexpired portion of such term consistent with the nomination procedure provided for in Section 2-30.

PUBLIC ART COMMISSION

Chapter 33. Zoning.

Article 37. Public Art.

Sec. 33-732. Appointment and terms of office.

- (a) The city council shall appoint a public art commission, which shall meet as needed. The commission shall consist of seven (7) members possessing an interest in public art. Members of the public art commission shall be appointed by the mayor. Members shall reside or own a business within the city's general plan; up to two (2) members may be appointed who do not reside or own a business within the city's general plan provided they are employed at a business within the city's general plan. Members of the public art commission shall serve at the pleasure of the council, and may be removed from office at any time, without cause.
- (b) The terms of office for members of the public art commission shall be for a two (2) year period commencing with the actual date of appointment and ending on March 31st of the second year thereafter.

- (c) Any vacancy which occurs prior to the expiration of a term shall be filled by appointment for the unexpired portion of such term consistent with the nomination procedure provided for in Section 2-30.
- (d) The commission shall appoint a chairperson and shall designate ex officio advisers to aid in the commission functions without vote.
- (e) Ex officio advisers shall include:
 - (1) A visual artist;
 - (2) An architect or urban designer;
 - (3) An arts professional such as a curator, fine arts collector, art critic or art educator;
 - (4) A member of the business or industry community;
 - (5) A member of the community services commission.

HISTORIC PRESERVATION COMMISSION

Chapter 33. Zoning.

Article 40. Historical Resources.

Sec. 33-791. Historic preservation commission.

- (a) Established membership. An historic preservation commission (HPC), shall be established by and serve at the discretion of the city council. The HPC shall act in an advisory capacity to the city council and planning commission in all matters relating to the identification, protection, retention and preservation of historical sites and areas within the city. All members of the HPC shall have demonstrated special interest, competence, experience or knowledge in historical preservation. Prior to appointment by mayor, the prospective HPC members shall have demonstrated that they meet the requirements of a commissioner set forth under the certified local government guidelines.
- (b) Unless otherwise provided by this code, appointments of members of all boards and commissions created by the city council and their terms of office shall be governed by the following provisions:
 - (1) The HPC shall be comprised of seven (7) individuals from the community who represent a variety of perspectives related to historical preservation and which shall include the following:
 - (A) Professionals in the fields of American studies, anthropology, cultural geography, architecture, archaeology or other historical preservation-related disciplines. A minimum of two (2) and preferably a majority shall serve on the HPC to the extent these professionals are available in the community,
 - (B) Historians (a minimum of one (1)),
 - (C) Members of the Escondido historic society (a minimum of one (1)),

(D) Also, considered desirable to serve on the HPC are: owners of historical structures listed on the Escondido historic sites survey; and a representative from any formally approved historical district;

(2) Members of the historic preservation commission shall be appointed by the mayor from among the residents of the geographic area within the city's general plan. Members shall serve at the pleasure of the council, and may be removed from office at any time, without cause;

(3) The terms of office for members of the historic preservation commission shall be for a two (2) year period commencing with the actual date of appointment and ending on January 31st of the second year thereafter; and

(4) Any vacancy which occurs prior to the expiration of a term shall be filled by appointment for the unexpired portion of such term consistent with the nomination procedure provided for in Section 2-30.

(c) HPC duties. The HPC shall act in an advisory capacity to the city council and planning commission in all matters relating to the identification, protection, retention, and preservation of historical sites and areas within the city and shall have the following responsibilities:

(1) Prepare an annual report to the mayor and city council on the activities, cases, decisions and other work of the HPC;

(2) Investigate and report to the city council on the use of various federal, state, local or private funding sources and mechanisms available to promote historical resource preservation in the city;

(3) Assume whatever responsibilities and duties assigned to it by the state under the certified local government provisions of the National Historic Preservation Act of 1966 as amended.



December 15, 2021

Item No. 14: REVENUE MEASURE SUBCOMMITTEE REPORT -

- **No materials available at this time. Request the City Council receive and file an update from the Revenue Measure Subcommittee.**

CITY COUNCIL STAFF REPORT

Current Business Item No. 15

December 15, 2021

File No. 0610-90

SUBJECT: City Council Member and Mayor Compensation

DEPARTMENT: City Attorney

RECOMMENDATION:

It is requested that the City Council consider adoption of Ordinance No. 2021-13 amending Section 2-28 of the Escondido Municipal Code to increase (1) the salary for the City Council Members in an amount not to exceed five percent (5%) per year since the last salary increase took effect in 2018, and (2) the salary of the Mayor in an amount not to exceed five percent (5%) per year from the last salary increase took effect in 2018, all effective on the date the City Council Members elected in 2022 are sworn into office.

FISCAL ANALYSIS:

Depending on the amount of the increase approved by the City Council, adoption of the salary adjustment would result in an annual increase to the General Fund budget as of December 2022.

PREVIOUS ACTION:

The Mayor and Council Member salaries were last increased effective in December 2018, pursuant to Ordinance No. 2017-15R adopted on December 6, 2017. The City Council rejected a salary increase in December 2019 by a vote of 4-1 (Masson - no).

BACKGROUND:

Section B(9) of the City Council Rules and Policies provides that the salary for the Mayor and City Council Members shall be considered during December of odd-numbered years. This allows the City Council to consider adopting an Ordinance to increase the Council salary to be effective after the next municipal election and account for each of the two years since the last increase became effective.

The subject of salaries for City Council Members and Mayor is controlled by California Government Code sections 36516 and 36516.1. Pursuant to Government Code section 36516(a)(4), any salary increase must be adopted by ordinance, and cannot exceed five percent for each calendar year calculated from the operative date of the last increase. Amounts paid by the City for retirement, health and welfare are not included in these computations, provided the same benefits are available and paid by the city for its employees. Future, automatic increases are not permitted. Salary increases for City Council members, regardless of when adopted, cannot take effect until one or more members commences a new term of office.

City Council Member and Mayor Compensation
December 15, 2021
Page 2

The last increase in City Council Member and Mayor salaries was adopted in December 2017 and effective in December 2018. The City Council approved Ordinance 2017-15R, which amended Section 2-28(a) of the Escondido Municipal Code to increase the compensation of City Council Members to \$2,088.43 per month. The Mayor's total salary was increased to \$5,895.09 per month.

Pursuant to State law, the City Council may increase its monthly salary by up to five percent for each calendar year, calculated from the effective date of the last increase.

CONCLUSION:

State law allows for the adoption of Ordinance 2021-13 amending Section 2-28 of the Escondido Municipal Code to increase the salary for the City Council Members, with a commensurate increase in the Mayor's salary, effective on the date the City Council Members elected in 2022 are sworn into office.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Michael McGuinness, City Attorney
12/8/21 5:33 p.m.

ATTACHMENTS:

1. Ordinance No. 2021-13

ORDINANCE NO. 2021-13

AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF ESCONDIDO,
CALIFORNIA, AMENDING SECTION 2-28
OF THE ESCONDIDO MUNICIPAL CODE,
AMENDING THE SALARY SCHEDULE
FOR THE MAYOR AND CITY COUNCIL
MEMBERS

WHEREAS, the last adjustment of the salary of the Mayor and City Council was effective December 2018, pursuant to Ordinance No. 2017-15R; and

WHEREAS, Section 36516 of the Government Code permits annual five percent increases in Council salaries provided that the effective date of an adjustment in the salaries of the Mayor and City Council Members must be delayed until one or more Council Members commences a new term of office; and

WHEREAS, the current salary for City Council Members is \$2,088 per month, as set by Escondido Municipal Code Section 2-28(a); and

WHEREAS, the total current salary of the Mayor is \$5,895 per month, as set by Escondido Municipal Code Section 2-28(b).

The City Council of the City of Escondido, California does ordain as follows:

SECTION 1. That the above recitations are true.

SECTION 2. Section 2-28 of the Escondido Municipal Code is hereby amended to read as follows:

Section 2-28. Compensation of Members.

(a) Effective on the date the City Council members to be elected at the 2022 Regular Municipal Election are sworn into office, the members of the City Council shall receive a monthly salary of _____ dollars and _____ cents (\$____) per month in accordance with the provisions of Section 36516 of the Government Code.

(b) In addition to the salary provided for council members in subsection (a), the mayor of the City of Escondido shall receive a monthly salary of _____ dollars and _____ cents (\$____), in accordance with the provisions of Section 36516.1 of the California Government Code. The salary provided by this subsection shall increase by the same percentage set forth in any ordinance adopted which provides for city council salaries.

SECTION 3. SEPARABILITY. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional 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 hereof.

SECTION 4. That as of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. That the City Clerk is hereby directed to certify to the passage of this ordinance and to cause the same or a summary to be published, in accordance with

Government Code section 36933, to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the City of Escondido.



CITY of ESCONDIDO

FUTURE AGENDA

1/12/2022

PRESENTATION - (C. MCKINNEY) - CCAE ANNUAL REPORT

CONSENT CALENDAR - (A. FINESTONE) - EXTENSION OF AFFORDABLE HOUSING LOAN AGREEMENT AND COVENANTS FOR DAYBREAK GROVE & SUNRISE PLACE APARTMENTS - Request the City Council approve an extension of affordable housing loan and covenants for Daybreak Grove and Sunrise Place Apartments.

CONSENT CALENDAR - (C. HOLMES) - CALIFORNIA WATER AND WASTEWATER ARREARAGE PAYMENT PROGRAM - Request the City Council approve authorizing participation in the California Water and Wastewater Arrearage Payment Program and authorizing the Deputy City Manager / Director of Utilities or designee to accept and expend these funds. The program will be administered by the State Water Resources Control Board and utilizes funds from the American Rescue Plan Act of 2021 to make direct payments to community water systems to cover customer arrearages, or past due bills, resulting during the COVID-19 pandemic emergency.

CONSENT CALENDAR - (C. MCKINNEY) - CITY OF ESCONDIDO LETTER OF SUPPORT TO CALTRANS FOR A SOUND ATTENUATING WALL BETWEEN INTERSTATE 15 AND EL KU AVENUE - Request the City Council approve to authorize the Mayor to sign a letter of support to Caltrans on behalf of the City in support of installation of a sound attenuating wall between Interstate 15 and El Ku Avenue.

CONSENT CALENDAR - (J. PROCOPIO) - AMENDMENT TO CHAPTER 32, SUBDIVISIONS, OF THE MUNICIPAL CODE - Request the City Council approve amending Chapter 32, Subdivisions, of the Municipal Code to streamline the approval process for final maps by delegating their approval to the City Engineer in accordance with the Subdivision Map Act. Tentative maps and other entitlements, including their related conditions of project approval, would continue to be approved by the City Council or other existing designated approval body.

CONSENT CALENDAR - (J. PROCOPIO) - ESCONDIDO CREEK TRAIL PEDESTRIAN SIGNALS AT QUINCE AND TULIP STREETS - Request the City Council authorize the Mayor to approve the lowest responsive and responsible bidder for the Escondido Creek Trail Pedestrian Signals at Quince Street and Tulip Street ("Project"). This project is funded with an Active Transportation Grant.

CURRENT BUSINESS - (C. MCKINNEY) - AUTHORIZING A SECOND AMENDMENT TO THE WATER FILTRATION JOINT POWERS AGREEMENT BETWEEN THE CITY OF ESCONDIDO AND THE VISTA IRRIGATION DISTRICT, AND EXECUTION OF DOCUMENTS NECESSARY FOR THE TRANSFER OF OWNERSHIP OF CERTAIN RAW WATER CONVEYANCE FACILITIES - Request the City Council approve to authorize the Director of Utilities to execute a Second Amendment to the Water Filtration Joint Powers Agreement (JPA), an Assignment and Assumption Agreement, a Quitclaim Deed, and a Bill of Sale. The JPA amendment will update and consolidate various agreements governing the operation and maintenance of the Escondido-Vista Water Filtration Plant. The other documents pertain to the transfer of ownership of several raw water conveyance pipelines and the quitclaim of associated easements between Lake Wohlford and the Water Filtration Plant. The parties to these agreements are the City of Escondido and the Vista Irrigation District (VID).

CURRENT BUSINESS - (J. ALXELROD) - PARK AVENUE COMMUNITY CENTER UPDATE - Request the City Council receive and file an update on the programs and activities at the Park Avenue Community Center, home of the Escondido Senior Center.

1/26/2022

CONSENT CALENDAR - (J. PROCOPIO) - RESOLUTION OF INTENTION TO ESTABLISH COMMUNITY FACILITIES DISTRICT (CFD) NO. 2022-01 (ECLIPSE AND MOUNTAIN HOUSE) - Request the City Council approve declaring its intent to form CFD 2022-01, the Eclipse and Mountain House Project, to fund public facilities and setting a public hearing date of March 3, 2021. It is further recommended that the City Council approve Resolution No. 2022-08, declaring its intent to incur bond indebtedness and approve Agreements with CalWest regarding acquisition and funding of public facilities. As a part of this request, CalWest agrees to annex into the City Services CFD No 2020-1.

CONSENT CALENDAR - (C. MCKINNEY) - APPROVAL TO EXECUTE A WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA) LOAN FOR THE LAKE WOHLFORD DAM REPLACEMENT PROJECT - Request the City Council approve execution of a loan agreement in the approximate amount of \$45 million from the U.S. Environmental Protection Agency, Water Infrastructure Finance and Innovation Act (WIFIA) Program. The loan will be used for construction costs associated with the Lake Wohlford Dam Replacement Project.

CURRENT BUSINESS - (J. AXELROD) - ESCONDIDO CREEK TRAIL EXPANSION AND RENOVATION PROJECT UPDATE - Request the City Council receive and file an update on the progress of the Escondido Creek Trail Expansion and Renovation Project funded through an \$8.5 million Prop 68 grant.

CURRENT BUSINESS - (J. AXELROD) - REIDY CREEK GOLF COURSE MANAGEMENT AND CONCESSION CONTRACTS - Request the City Council approve authorizing staff to move forward with issuing a Request for Proposals for the management of the Reidy Creek Golf Course and Concessions.

WORKSHOP - (C. HOLMES) - CALPERS PENSION FUNDING WORKSHOP - Request the City Council receive and file information on the City's California Public Employees Retirement System pension obligations.