



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

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**WEDNESDAY, AUGUST 24, 2022**

4:00 PM - Closed Session - Cancelled

**5:00 PM - Regular Session**

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

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### WELCOME TO YOUR CITY COUNCIL MEETING

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

#### MAYOR

Paul McNamara

#### DEPUTY MAYOR

Tina Inscoe (District 2)

#### COUNCILMEMBERS

Consuelo Martinez (District 1)

Joe Garcia (District 3)

Michael Morasco (District 4)

#### CITY MANAGER

Sean McGlynn

#### CITY ATTORNEY

Michael McGuinness

#### CITY CLERK

Zack Beck

#### HOW TO WATCH

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

##### In Person



201 N. Broadway

##### On TV



Cox Cable Channel 19 and U-verse Channel 99

##### Online



[www.escondido.org](http://www.escondido.org)



# CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, AUGUST 24, 2022

## HOW TO PARTICIPATE

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

### In Person



Fill out Speaker Slip and Submit to City Clerk

### In Writing



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

## ASSISTANCE PROVIDED

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







# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, AUGUST 24, 2022

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### REGULAR SESSION

5:00 PM Regular Session

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#### MOMENT OF REFLECTION

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

#### FLAG SALUTE

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

#### CALL TO ORDER

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

#### PROCLAMATIONS

National Preparedness Month, September 2022

#### PRESENTATIONS

Pilot Agtech Incubator - 455 N Quince St.

#### ORAL COMMUNICATIONS

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

#### CONSENT CALENDAR

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

- [1. AFFIDAVITS OF PUBLICATION, MAILING, AND POSTING \(COUNCIL/RRB\) -](#)
- [2. APPROVAL OF WARRANT REGISTER \(COUNCIL\)](#)



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, AUGUST 24, 2022

Request approval for City Council and Housing Successor Agency warrant numbers 365882 – 366074 dated August 10, 2022.

Staff Recommendation: Approval (Finance Department: Christina Holmes)

**3. APPROVAL OF MINUTES: Regular Meeting of August 10, 2022**

**4. AUTHORIZING GRANT APPLICATION TO THE DEPARTMENT OF TRANSPORTATION SAFE STREETS FOR ALL PROGRAM AND APPROVING AN AMENDMENT TO THE LOCAL ROADWAY SAFETY PLAN**

Request the City Council adopt Resolution No. 2022-116 authorizing an application to the Department of Transportation for the Safe Streets for All Program for traffic and approving an amendment to the Local Roadway Safety Plan to meet grant criteria.

Staff Recommendation: Receive and File (Development Services: Andrew Firestine, Director of Development Services)

Presenter: Eddmond Alberto, City Traffic Engineer

a. Resolution 2022-116

**5. 2022 SAFE SAN DIEGO GRANT PROGRAM AWARD ACCEPTANCE AND BUDGET ADJUSTMENT**

Request the City Council accept a SAFE San Diego Grant Award in the amount of \$2,000 to purchase supplies for the Escondido Community Emergency Response Team ("CERT"). It is also requested that Council authorize the Fire Chief or his designee to execute, on behalf of the City, all documents required for the management of this grant and that Council authorize the necessary budget adjustment to establish a new project number to track these grant funds.

Staff Recommendation: Approval (Emergency Management: Jeff Murdock, Emergency Disaster Preparedness Manager)

Presenter: Jeff Murdock, Emergency Disaster Preparedness Manager

**6. SANDAG SMART GROWTH INCENTIVE PROGRAM GRANT AGREEMENT FOR THE 2022 GENERAL PLAN AMENDMENT ENVIRONMENTAL REVIEW**

Request the City Council adopt Resolution No. 2022-123 authorizing the Mayor to execute, on behalf of the City, the Smart Growth Incentive Program Grant ("SGIP") Agreement.

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

Presenter: Veronica Morones, Senior Planner

a. Resolution No. 2022-123



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, AUGUST 24, 2022

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.)

**7. REQUEST THE CITY COUNCIL ADOPT ORDINANCE NO. 2022-10 RETAINING THE POSTED SPEED LIMITS ON SEVEN (7) STREET SEGMENTS; AND ADOPT ORDINANCE NO. 2022-12 DETERMINING GRAND AVENUE FROM CENTRE CITY PARKWAY TO SOUTH JUNIPER STREET TO BE A BUSINESS ACTIVITY DISTRICT AND DECLARE A PRIMA FACIE SPEED LIMIT OF 25 MPH.**

a. Ordinance No. 2022-10

b. Ordinance No. 2022-12

### PUBLIC HEARINGS

**8. AN AMENDMENT TO THE ESCONDIDO MUNICIPAL AND ZONING CODES TO CREATE OBJECTIVE DEVELOPMENT STANDARDS FOR THE IMPLEMENTATION OF SENATE BILL 9 (PLANNING CASE NO. PL22-0363)**

Request that the City Council consider the introduction and adoption of Ordinance No. 2022-19, approving an amendment to the Escondido Municipal and Zoning Codes to create objective development standards for the local implementation of Senate Bill 9.

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

Presenter: Sean Nicholas, Principal Planner

a. Ordinance No. 2022-19 (Introduction)

### CURRENT BUSINESS

**9. BID AWARD FOR THE GRAPE DAY PARK MASTER PLAN AND AQUATIC CENTER DESIGN**

Request the City Council adopt Resolution No. 2022-111, authorizing the Mayor, on behalf of the City, to execute a Consulting Agreement with LPA, Inc. in the amount of \$1,040,400, for the completion of a Grape Day Park Master Plan and design of an Aquatic Center ("Project") on Woodward Avenue.

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

Presenter: Danielle Lopez, Assistant Director of Community Services

a. Resolution No. 2022-111

### WORKSHOP

**10. TRANSPORTATION SAFETY UPDATE**



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, AUGUST 24, 2022

Request that the City Council receive a presentation and hold a workshop to discuss transportation safety.

Staff Recommendation: Receive and File (Development Services/ Engineering, Edd Alberto), (Police Department/ Interim Chief of Police, Dave Cramer)

### FUTURE AGENDA

#### **11. 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](http://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

#### 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.

#### UPCOMING MEETING SCHEDULE

Wednesday, September 14, 2022	4:00 & 5:00 PM	Regular Meeting, <i>Council Chambers</i>
Wednesday, September 21, 2022	4:00 & 5:00 PM	Regular Meeting, <i>Council Chambers</i>



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

**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that on Wednesday, August 24, 2022, at 5 p.m., the City Council of the City of Escondido will hold a public hearing to consider the following item:

**SENATE BILL 9 IMPLEMENTATION ORDINANCE – PL22-0363:**

An amendment to the Escondido Zoning and Municipal Codes to create objective development standards for the implementation of Senate Bill 9 ("SB 9"). SB 9 amends the Government Code to allow two-family dwellings and urban lot splits on single-family zoned parcels in many areas throughout the State, and limits a local governments authority to regulate such projects without codified objective development standards. The request includes amendments to Articles 1 (General Provisions and Definitions), 6 (Residential Zones), and 61 (Administration and Enforcement) of the Zoning Code, and Chapters 23 (Streets and Sidewalks) and 32 (Subdivisions) of the Municipal Code, to establish appropriate provisions.

Pursuant to Government Code Sections 65852.21(j) and 66411.7(n), adoption of local requirements consistent with the provisions of SB 9 are not subject to CEQA.

**On July 12, 2022, the Planning Commission voted 6-0 to recommend approval. One commissioner was absent.**

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

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

<https://www.escondido.org/americans-with-disabilities-act>

ALL INTERESTED PERSONS are invited to attend said public hearing to express their opinion in this matter. Said public hearing will be held in the Council Chambers, 201 N. Broadway, Escondido, California, 92025.

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

For additional information, please contact Sean Nicholas, Principal Planner, at (760) 839-4546, or via email at [snicholas@escondido.org](mailto:snicholas@escondido.org), and refer to Case No. PL22-0277

ZACK BECK, City Clerk  
City of Escondido  
August 4, 2022

DocuSigned by:

*Jack Beck*

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Published in THE ESCONDIDO TIMES-ADVOCATE:  
08/11/22



# STAFF REPORT

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August 24, 2022  
File Number 0400-40

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## **SUBJECT**

APPROVAL OF WARRANT REGISTER (COUNCIL)

## **DEPARTMENT**

Finance

## **RECOMMENDATION**

Request approval for City Council and Housing Successor Agency warrant numbers 365882 – 366074 dated August 10, 2022.

Staff Recommendation: Approval (Finance Department: Christina Holmes)

## **FISCAL ANALYSIS**

The total amount of the warrants for the period of August 4 – August 10, 2022, is \$1,178,796.07.

## **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

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### FLAG SALUTE

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### CALL TO ORDER

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

### PRESENTATIONS

Clean Energy Alliance Update

Economic Development Data Dashboard Overview

### ORAL COMMUNICATIONS

Joseph Kern – Expressed concern regarding housing in Escondido.

Nancy Burian – Expressed concern regarding businesses operating on the sidewalk.

Kate Zlotnick-Hess – Expressed opposition to short-term rentals.

Michael Hess – Expressed opposition to short-term rentals.

Jennifer Hepstein – Expressed concern regarding reproductive rights.

Vinson B – Expressed concern regarding homelessness.

Clint Morin – Expressed opposition to short-term rentals.





# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

Roberta Effenberger – Expressed opposition to short-term rentals.

### CONSENT CALENDAR

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

1. **AFFIDAVITS OF PUBLICATION, MAILING, AND POSTING (COUNCIL/RRB) –**
2. **APPROVAL OF MINUTES: Regular meetings of July 13, 2022 and July 20, 2022 and Special meeting of July 27, 2022.**

3. **APPROVAL OF WARRANT REGISTER (COUNCIL) –**

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

365164 – 365460 dated July 20, 2022

365461 – 365643 dated July 27, 2022

Staff Recommendation: Approval (Finance Department: Christina Holmes)

4. **FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION GRANT AWARD AND BUDGET ADJUSTMENT -**  
Request the City Council to accept a Firehouse Subs Public Safety Foundation Grant Award in the amount of \$16,147.42 to purchase two Bullard QXT Thermal Imaging Cameras with Truck Mounts. It is also requested that Council authorize the Fire Chief or his designee to execute, on behalf of the City, all documents required for the management of this grant and that Council authorize the necessary budget adjustment to establish a new project number to track these grant funds.

Staff Recommendation: Approval (Fire: Rick Vogt, Fire Chief)

Presenter: John Tenger, Deputy Fire Chief

5. **TREASURER'S INVESTMENT REPORT FOR THE QUARTER ENDED JUNE 30, 2022 -**

Request the City Council approve the Quarterly Investment Report for the quarter ended June 30, 2022.

Staff Recommendation: Approve (Douglas Shultz, City Treasurer)

6. **ESTABLISHING THE PROPERTY TAX RATE AND FIXED CHARGE ASSESSMENTS FOR GENERAL OBLIGATION BONDED INDEBTEDNESS -**

It is requested that the City Council adopt Resolution No. 2022-112 to establish the property tax rate and fixed charge assessments for bonded indebtedness for Fiscal Year 2022/23.

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





# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

Presenter: Michelle Collett, Revenue Manager

Resolution No. 2022-112

**7. REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361**

Request the City Council adopt Resolution No. 2022-117 by making the requisite findings and permit the City Council and its standing committees the flexibility to use modified Brown Act procedures for teleconferencing into meetings during this emergency period.

Staff Recommendation: Approval (Michael R. McGuinness, City Attorney and Zack Beck, City Clerk)

Presenter: Michael R. McGuinness, City Attorney

- a. Resolution No. 2022-117

### **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**

**8. SHORT-FORM RENT INCREASE APPLICATION FOR CAREFREE RANCH MOBILEHOME PARK (FILE NO. 0697-20-10306)**

Request the City Council review Carefree Ranch Mobilehome Park short-form application and if desired, adopt the Rent Review Board Resolution No. RRB 2022-103.

Staff Recommendation: Consider the short-form rent increase application submitted by Carefree Ranch Mobilehome Park and if approved, adopt Rent Review Board Resolution No. RRB 2022-103 (City Manager Office: Robert Van De Hey)

Presenter: Holly Nelson, Housing and Neighborhood Services Manager

- a. Resolution No. RRB 2022-103

Jim Younce (Park Representative) – Expressed support for this item.

Lester Dale Anderson (Resident Representative) – Expressed opposition to this item.

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

### **CURRENT BUSINESS**



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

**9. REDUCTION AND RETENTION OF SPEED LIMITS AND ESTABLISHMENT OF BUSINESS ACTIVITY DISTRICT FOR GRAND AVENUE**

Request the City Council adopt Resolution No. 2022-113 amending the traffic schedule for the speed zone at two locations; introduce Ordinance No. 2022-10 retaining the posted speed limits on seven (7) street segments; and introduce Ordinance No. 2022-12 determining Grand Avenue from Centre City Parkway to South Juniper Street to be a Business Activity District and declare a prima facie speed limit of 25 MPH.

Staff Recommendation: Approval (Development Services: Julie Procopio, City Engineer)

Presenter: Eddmond Alberto, City Traffic Engineer

a. Resolution 2022-113

b. Ordinance 2022-10R

b. Ordinance 2022-12

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

**10. CITY TREASURER COMPENSATION AND VACANCY STANDARDIZATION BALLOT MEASURE**

Request the City Council consider and take preferred action.

Staff Recommendation: None

Presenter: Gary McCarthy, Assistant City Attorney

a. Resolution No. 2022-114

b. Ordinance No. 2022-19

Robroy Fawcett – Expressed concern about the City Treasurer’s Salary.

Ed Gallo – Expressed support for this item.

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

**11. TERM LIMITS BALLOT MEASURE FOR ALL ELECTED OFFICES IN THE CITY OF ESCONDIDO**

Request the City Council consider and introduce Ordinance No. 2022-20 and adopt Resolution No. 2022-115 to place a ballot measure to set term limits for all elected offices in the City of Escondido on the November 8, 2022, consolidated general election.



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

Staff Recommendation: None

Presenters: Gary McCarthy, Assistant City Attorney

a. Ordinance No. 2022-20

b. Resolution No. 2022-115

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

### FUTURE AGENDA

#### 12. 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)

Morasco – Review of Short-Term Rentals. Clarification on California Law compared to City Law regarding street vendors.

McNamara – Presentation on what the MOU is between City and EUSD, EUHSD regarding Active Shooter Response.

### COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

Martinez – Attended a CCAE / Council Subcommittee. Attended a San Diego County Water Authority Board Meeting.

Inscoe – Attended a CCAE / Council Subcommittee.

Garcia – Met with the Escondido Chamber of Commerce. Attended National Night Out. Met with Congressman Issa

Morasco – Attended National Night Out at East Valley Community Center. Met with State Senator Brian Jones. Met with proponent for infill housing on South Escondido Blvd.

McNamara – Met with Congressman Issa. Attended a LAFCO Board Meeting. Thanked ABC10 for promoting Escondido.



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

### **CITY MANAGER'S WEEKLY ACTIVITY REPORT**

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

### **ORAL COMMUNICATIONS**

Eric McGill – Expressed concern regarding housing in Escondido.

Jonathan Chavez – Expressed concern regarding housing in Escondido.

Kwame X – Expressed concern regarding housing in Escondido.

Victoria Barman – Expressed concern regarding housing in Escondido.

Juliana Musheyev – Expressed concern regarding housing in Escondido.

Chris McClure – Expressed concern regarding housing in Escondido.

Teresa Exceline – Expressed concern regarding housing in Escondido.

### **ADJOURNMENT**

Mayor McNamara adjourned the meeting at 7:08 p.m.



# STAFF REPORT

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August 24, 2022  
File Number 1050-30

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## SUBJECT

**AUTHORIZING GRANT APPLICATION TO THE DEPARTMENT OF TRANSPORTATION SAFE STREETS FOR ALL PROGRAM AND APPROVING AN AMENDMENT TO THE LOCAL ROADWAY SAFETY PLAN**

## DEPARTMENT

Development Services Department; Engineering Division

## RECOMMENDATION

Request the City Council adopt Resolution No. 2022-116 authorizing an application to the Department of Transportation for the Safe Streets for All Program for traffic and approving an amendment to the Local Roadway Safety Plan to meet grant criteria.

Staff Recommendation: Receive and File (Development Services: Andrew Firestine, Director of Development Services)

Presenter: Eddmond Alberto, City Traffic Engineer

## FISCAL ANALYSIS

It is anticipated that a 20% local match of approximately \$300,000.00 will be required to fulfill the grant requirements. The adopted FY22/23 CIP budget has adequate funding for this match with \$1,162,255 in TransNet funds programmed in the Local Roadway Safety Implementation CIP project.

## PREVIOUS ACTION

On September 23, 2020, the City Council authorized the acceptance of grant funding to prepare a Local Roadway Safety Plan (LRSP). On May 25, 2022, the City Council approved Resolution 2022-64 adopting the LRSP and authorizing the City Engineer to apply for HSIP grant funds for projects identified in the LRSP.

## BACKGROUND

On May 16, 2022, The U.S. Department of Transportation (DOT) announced a grant program for communities of all sizes to apply for \$1 billion in Federal Fiscal Year 2022 funding to help ensure safe streets and roads for all and address the national roadway safety crisis. The new Safe Streets and Roads for All (SS4A) discretionary grant program provides dedicated funding to support regional, local, and Tribal plans, projects, and strategies that will prevent roadway deaths and serious injuries. The SS4A program supports DOT's comprehensive approach to significantly reduce serious injuries and deaths on our Nation's highways, roads, and streets and is part of DOT's work toward a long-term goal of reaching zero



# CITY of ESCONDIDO

## STAFF REPORT

roadway fatalities. This funding is intended to address the nationwide trend in driver behavior that has led to traffic fatalities to be at the highest level they have been in over a decade.

On June 7, 2022, the SS4A program issued a notice of funding opportunity. The primary goal of the SS4A grants is to improve roadway safety by supporting communities in developing comprehensive safety action plans based on a Safe System Approach and implementing projects and strategies that significantly reduce or eliminate transportation-related fatalities and serious injuries involving pedestrians; bicyclists; public transportation, personal conveyance, and micromobility users, commercial vehicle operators; and motorists.

The SS4A grant program was created by Congress under the Bipartisan Infrastructure Law, which directed DOT to support local initiatives to prevent death and serious injury on roads and streets. The law also directed DOT, when selecting projects under the program, to consider other factors in addition to safety, including equitable investment in the safety needs of underserved communities.

### Authority for Grant Application:

Staff recommends application to the SS4A program to install a traffic signal at Centre City Parkway and Brotherton Road, and the adjacent frontage roadways. The LRSP included a list of the top 30 collision intersections ranked by crash severity cost, for the five-year analysis period of 2016-2020. The intersection of Centre City Parkway and S. Escondido Blvd. was ranked as the third highest in collision cost, at an amount of \$5,877,900. Staff believes that the best way to address safety at this intersection is to prohibit left turns across Centre City Parkway at S. Escondido Blvd. and to re-route traffic to a fully signalized intersection at Brotherton Rd. The proximity of the frontage roads makes it necessary to also signalize the frontage roads. Staff believes that this is a high priority improvement that is a good candidate for the SS4A program because it will remove uncontrolled conflicting turning movements at S. Escondido Blvd. In addition, a traffic signal at Brotherton Road will provide pedestrian connectivity across Centre City Parkway. There are also several residential development projects in the vicinity of Brotherton Road that will benefit from the controlled crossing. Staff additionally requests that if the project is selected for funding that, the City Engineer be authorized to submit grant agreements, forms and other documents necessary to implement the grant as allowed by law.

### Amendments to the Local Roadway Safety Plan:

Eligibility to apply for SS4A grant funding requires the local agency to develop a comprehensive safety action plan. This action plan is similar to the HSIP requirements for the LRSP. As City Council has recently approved the LRSP, staff has attended several webinars regarding the process for SS4A funding and has determined that the LRSP requires minor modifications to meet the requirements of the SS4A comprehensive action plan.



# CITY of ESCONDIDO

## STAFF REPORT

The following amendments were made to the LRSP:

- Added Section 4.4 noting the public forums to share traffic safety efforts during the LRSP process. (Page 10 of Resolution 2022-116 Exhibit A)
- Added Section 4.5 discussing upcoming public outreach opportunities. (Page 10 of Resolution 2022-116 Exhibit A)
- Updated Project 5 to include traffic signal improvement for Centre City Parkway and Brotherton Road with modifications to the Centre City Parkway and S. Escondido Blvd. intersection. (Page 64 of Resolution 2022-116 Exhibit A)
- Added new Project 6 for pedestrian crossing safety improvements, using countermeasures from the Local Roadway Safety Manual, with focus on high collision intersections/segments in disadvantaged communities. The project includes an overlay of collision locations over disadvantaged community census tracts. (Pages 65-69 of Resolution 2022-116 Exhibit A)

### RESOLUTIONS

- a. Resolution 2022-116
- b. Resolution 2022-116 – Exhibit A – Amended Local Roadway Safety Plan

RESOLUTION NO. 2022-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING THE LOCAL ROADWAY SAFETY PLAN AND AUTHORIZING THE SUBMISSION OF APPLICATIONS FOR SAFE STREETS AND ROADS FOR ALL GRANT FUNDING

WHEREAS, as the United States Department of Transportation (USDOT) has a goal of zero deaths and serious injuries on the nation’s roadways; and

WHEREAS, the Bipartisan Infrastructure Law established the new Safe Streets and Roads for All (SS4A) discretionary program to fund local initiatives through grants to prevent roadway deaths and serious injuries; and

WHEREAS, on June 7, 2022 USDOT issued a notice of funding opportunity; and

WHEREAS, SS4A funding eligibility requires the City to have an approved comprehensive action plan; and

WHEREAS, the City Council approved the Local Roadway Safety Plan (LRSP) on May 25, 2022; and

WHEREAS, the LRSP has been amended to meet the USDOT checklist for consistency with the comprehensive action plan requirements; and

WHEREAS, the SS4A program provides funding of 80% of the project cost and matching funds have been programmed in the CIP budget for implementation of the LRSP.

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

1. That the above recitations are true.



2. That the City Council approves the amended Local Roadway Safety Plan to be consistent with the Safe Streets And Roads For All Action Plan, which is attached and incorporated to this Resolution as Exhibit "A."

3. That the City Council appoints the City Engineer, or her designee, as agent to conduct all negotiations, execute and submit all documents to the United States Department of Transportation as allowed by law, including, but not limited to, applications, agreements and payment requests, which may be necessary for the completion of the aforementioned Projects identified in the LRSP, as well as conduct requisite City financial management.

4. That the City Council approves Resolution No. 2022-116, amending the Local Roadway Safety Plan and authorizing the submission of applications for Safe Streets and Roads for All grant funding.

# City of Escondido Local Roadway Safety Plan (Amended for SS4A)

*Prepared for:*  
*City of Escondido*



*Prepared by:*

*Michael Baker International*



*+ Supplements by City Staff*

**May 2022**  
(amended September 2022)

*Item 4.*



## Table of Contents

1.	Executive Summary .....	5
2.	Introduction .....	6
3.	Vision & Goals .....	7
3.1.	Vision.....	7
3.2.	Goals.....	7
4.	Safety Partners.....	8
4.1.	First Stakeholder Meeting.....	9
4.2.	Second Stakeholder Meeting.....	9
4.3.	Transportation and Community Safety Commission Review .....	10
4.4.	Roadway Safety Public Forum Outreach.....	10
4.5.	Upcoming Outreach Opportunities.....	10
5.	Process .....	11
6.	City Policies and Transportation Projects .....	12
6.1.	City of Escondido General Plan .....	12
6.2.	City of Escondido Bicycle Master Plan .....	12
6.3.	Previous HSIP & ATP Funded Projects.....	13
6.4.	Traffic Management Project List.....	14
6.5.	Traffic Engineering Hotline .....	14
6.6.	Current Transportation Projects .....	15
7.	Crash Data Summary.....	16
7.1.	General Findings .....	16
7.1.1.	Crashes by Year .....	16
7.1.2.	Crash Type Summary .....	20
7.1.3.	Cause of Crash Summary .....	22
7.2.	Detailed Crash Analysis.....	24
7.2.1.	Crashes by Type .....	24
7.2.2.	Crashes by Cause.....	30
7.3.	Crash Severity.....	39
7.3.1.	Crash Fatalities.....	40
7.4.	Time of Day Analysis .....	42
7.5.	Bicycle and Pedestrian Crashes.....	43
7.5.1.	Pedestrian Involved Crashes .....	44
7.5.2.	Bicycle Involved Crashes .....	46

### Escondido Local Roadway Safety Plan (LRSP)



Item 4.

- 7.6. Hot Spot Locations - Intersections .....48
- 7.7. Hot Spot Locations - Corridors .....55
- 7.8. Roadway Segment Crash Rate Analysis .....56
- 8. Emphasis Areas & Countermeasures .....58
  - 8.1. Emphasis Areas .....58
  - 8.2. Countermeasures .....58
- 9. Evaluation & Implementation .....71



## List of Figures

Figure 1: Citywide Intersection Crash Map .....	18
Figure 2: Citywide Mid-Block Crash Map .....	19
Figure 3: Crash Types .....	21
Figure 4: Crash Causes .....	23
Figure 5: Broadside Crash Location Map .....	25
Figure 6: Rear-End Crash Location Map.....	27
Figure 7: Sideswipe Crash Location Map .....	29
Figure 8: Unsafe Speed Crash Location Map.....	31
Figure 9: Auto Right-of-Way Violation Crash Location Map .....	33
Figure 10: DUI Crash Location Map.....	35
Figure 11: Pedestrian Involved Crash Location Map.....	37
Figure 12: Bicycle Involved Crash Location Map.....	38
Figure 13: Crash Severity (All Crashes) .....	39
Figure 14: Fatal Crashes by Mode .....	41
Figure 15: All Crashes by Time of Day.....	42
Figure 16: Pedestrian and Bicycle Crashes by Time of Day.....	42
Figure 17: Crash Severity of Pedestrian-Involved Crashes.....	44
Figure 18: Crash Severity of Bicycle-Involved Crashes .....	46

## List of Tables

Table 1: List of Stakeholders & Involvement .....	8
Table 2: Recent Traffic Safety Improvements.....	13
Table 3: List of Current City Transportation Projects.....	15
Table 4: Reported Number of Crashes by Year and Injury Type .....	17
Table 5: Top 10 Intersection Crash Locations (2016-2020).....	20
Table 6: Top 10 Mid-Block Crash Locations (2016 – 2020) .....	20
Table 7: Crash Types by Year.....	21
Table 8: Cause of Crashes by Year.....	22
Table 9: Most Frequent Broadside Crash Locations .....	24
Table 10: Most Frequent Rear-End Crash Locations.....	26
Table 11: Most Frequent Sideswipe Crash Locations .....	28
Table 12: Most Frequent Unsafe Speed Crash Corridor Locations .....	30

**Escondido Local Roadway Safety Plan (LRSP)**



Item 4.

Table 13: Most Frequent Auto Right-of-Way Violation Crash Locations ..... 32

Table 14: Most Common Locations for DUI Crashes ..... 34

Table 15: Most Frequent Crash Causes by Mode ..... 36

Table 16: Crash Injury Types by Year ..... 39

Table 17: Motor Vehicle Involved With (Year 2016 to 2020) ..... 40

Table 18: Most Frequent Crash Causes by Mode (3 PM to 6 PM) ..... 43

Table 19: Most Common Pedestrian and Bicycle Involved Crash Locations..... 43

Table 20: Pedestrian Actions..... 45

Table 21: Causes of Pedestrian-Involved Crashes..... 45

Table 22: Pedestrian -Involved Crashes by Age Group ..... 45

Table 23: Pedestrian-Involved Crashes by Speed Limit and Severity ..... 46

Table 24: Bicycle-Involved Crash Cause..... 47

Table 25: Bicyclist -Involved Crashes by Age Group..... 47

Table 26: Bicyclist-Involved Crashes by Speed Limit and Severity..... 48

Table 27: Crash Costs ..... 48

Table 28: Intersection Hot Spots..... 49

Table 29: Intersection Hot Spots (without Caltrans)..... 51

Table 30: Intersection Hot Spots (without Caltrans and recent/future improvements) ..... 53

Table 31: Mid-Block Segment Hot Spots (with Caltrans) ..... 55

Table 32: Mid-Block Segment Hot Spots (no Caltrans) ..... 55

Table 33: Roadway Segment Crash Rate Analysis..... 57

Table 34: LRSP Emphasis Areas..... 59

Table 35: Top Intersection Hot Spots & Associated Projects..... 70

Table 36: LRSP Implementation Plan ..... 72



## 1. Executive Summary

The City of Escondido (City) has prepared a Local Roadway Safety Plan (LRSP) in accordance with CALTRANS LRSP Guidelines to identify, analyze and prioritize roadway safety improvements on the local streets within the City. This LRSP identifies the top systemic crash patterns and top crash locations throughout the City, based on crash data collected from January 2016 through December 2020. The LRSP also provides the City a toolbox of countermeasures to address the systemic crash patterns and reduce crashes at the City's top crash locations. In this LRSP, a total of ten (10) projects have been identified for HSIP grant funding. The combination of countermeasures that were selected for each project and location was selected to provide the most competitive applications for HSIP grant funding. Applications to receive HSIP funding for projects identified in this LRSP will need to be submitted in April 2022.

The purpose of this LRSP is to:

- Analyze crash data over a five-year period (January 2016 to December 2020);
- Identify the top crash patterns and locations throughout the City;
- Recommended safety countermeasures at intersections and roadway segments;
- Provide cost estimates of recommended improvements;
- Prioritize projects based on cost-benefit ratios and effectiveness of safety improvements; and
- Develop strategies for safety project implementation.

Goals associated with this LRSP include:

- Reduce the number of fatalities and severity of crashes throughout the City;
- Reduce excessive speeding behavior contributing to crashes;
- Implement proven safety solutions to reduce fatal and severe injury crashes;
- Re-evaluate crash trends and associated countermeasures periodically to determine the effectiveness of the improvements.





## 2. Introduction

The City prepared this LRSP to identify, analyze and prioritize roadway safety improvements on the local streets throughout the City. This LRSP identifies the top systemic crash patterns and top crash locations throughout the City, based on crash data collected from January 2016 through December 2020. The LRSP also provides the City a toolbox of countermeasures to address the systemic crash patterns and reduce crashes at the City's top crash locations. The City is committed to improving transportation safety to reduce the risk of death and serious injury that results from incidents on the transportation system. As part of an ongoing effort to improve safety, this LRSP was developed in collaboration with City staff, partner agencies, and organizations.

In 2016, California established the Systematic Safety Analysis Report Program (SSARP) in response to a growing need to address transportation safety at a citywide level. The objective of the SSAR program was to identify low-cost, systemic countermeasures that could be incorporated into an overall master plan of improvements that could be funded through local and grant funding, specifically the Highway Safety Improvement (HSIP) grant program. In 2020, the SSARP process was amended and renamed LRSP. Under this program, LRSP's are required for HSIP grant funding applications in Year 2022. The City of Escondido received a grant from the state of California to prepare a LRSP. This LRSP report was prepared in compliance with the State and Federal guidelines for eligibility to apply for HSIP funding and provides the necessary data to support current and future applications for the recommended projects identified in this LRSP.

The City strives to improve safety measures on the roadway network per the City's General Plan Street Network Policy 7.4 *"Provide adequate traffic safety measures on all new roadways and stripe to provide adequate traffic safety measures on existing roadways (subject to fiscal and environmental considerations). These measures may include, but are not limited to, appropriate levels of maintenance, proper street design, traffic control devices (signs, signals, striping), street lighting, and coordination with the school districts and other agencies."*



Source: Escondido Business Insight



### 3. Vision & Goals

#### 3.1. Vision

The vision of this LRSP is to advance road safety throughout the City by reducing fatal and serious injuries while improving the lives of all roadway users. The goal is to reduce traffic deaths and severe injuries through a proactive, preventative approach that prioritizes traffic safety.

#### VISION STATEMENT:

*To advance road safety throughout the City by reducing fatal and serious injuries while improving the lives of all roadway users.*

#### 3.2. Goals

The vision stated above to “Advance road safety throughout the City by reducing fatal and serious injuries while improving the lives of all roadway users” begins with setting clear and achievable goals, which include:

- Goal #1:** Reduce the number of fatal crashes to 50% by Year 2050.
- Goal #2:** Reduce excessive speeding behavior leading to the City’s primary contributing factor in traffic crashes.
- Goal #3:** Implement proven safety solutions systemically to reduce fatal and severe injury crashes.
- Goal #4:** Re-evaluate crash trends and associated countermeasures in the LRSP a minimum of every 5 years and engage with the community, stakeholders and City management.



Escondido Local Roadway Safety Plan (LRSP)

4. Safety Partners

Safety partners, also referred to as Stakeholders, are those departments, agencies, organizations and public partners whose input and support are foundational to a successful LRSP. Stakeholders involved in this LRSP included decision makers and partners who can help plan, implement, evaluate and encourage the progress of achieving the safety goals outlined in this LRSP. As shown in **Table 1**, the following Partner Organization Stakeholders, who represent their public constituents were engaged and participated in the development of the countermeasures and safety projects for this LRSP:

**Table 1: List of Stakeholders & Involvement**

Stakeholder	Involvement / Role
Police Department	Provided valuable input on the crash trends and helped identify emphasis areas that could reduce the need for enforcement and improve safety.
Fire Department	Participated in the Stakeholder meetings and provided feedback on the crash data.
Engineering Department	Assisted in the review of the crash analysis, helped identify countermeasures, and prioritized study locations for HSIP funding.
City Attorney	Participated in the Stakeholder meetings and reviewed the crash data and countermeasures evaluated in the LRSP.
Recreation Department	Provided feedback on the crash data and countermeasures related to pedestrian and bicycle safety concerns near local parks.
Information Systems (GIS) Department	Coordinated on the GIS database information needed to create the crash maps used in the LRSP.
Escondido Union High School District	Participated in the Stakeholder meetings providing input on the transportation safety issues at specific locations near high schools.
Escondido Union School District	Participated in the Stakeholder meetings providing input on the transportation safety issues at locations near elementary schools.
North County Transit District (NCTD)	Helped identify pedestrian safety concerns near transit stops and along bus routes.
Metropolitan Transit System (MTS)	Helped identify pedestrian safety concerns near transit stops and along bus routes.
CALTRANS – District 11	Responsible for providing funding for the LRSP effort and reviewing the LRSP Report and HSIP Grant Applications.
Escondido Education COMPACT	Participated in the Stakeholder meetings and provided feedback on the crash data and helped identify appropriate countermeasures.





#### 4.1. First Stakeholder Meeting

On Tuesday, August 31, 2021, the first stakeholder meeting was conducted for the LRSP. The purpose of the stakeholder meeting was to confirm the crash data findings, discuss hot spot locations, and obtain input from the participants on their experiences and knowledge of the area in terms of traffic safety concerns. Representatives from the following City Departments and organizations participated in the stakeholder meeting:

- City of Escondido – Engineering Department
- City of Escondido – Police/Traffic Division
- City of Escondido – City Attorney
- City of Escondido – Recreation Department
- City of Escondido – Information Division (GIS)
- Escondido Union High School District (EUHSD)
- Escondido Union School District (Elementary)
- North County Transit District (NCTD)
- Caltrans – District 11
- Escondido Education COMPACT
- Michael Baker International (consultant)

At the stakeholder meeting, an overview of the LRSP process and goals was presented. Findings of the crash analysis were then presented and discussed. Intersection and mid-block roadway segment hot spot locations were identified based on the highest number of crashes and potential costs associated with each crash type and location.

Participants were encouraged to provide input on the crash data and hot spot locations presented. Examples of this input include: The Escondido Police Department provided input on how the pedestrian and bicycle-involved crashes are reported. For example, if school-aged children are riding scooters or skateboards and crash into a vehicle, it's reported by the officer as a pedestrian-involved crash. The Police Department mentioned that Washington Avenue from Broadway to Ash Street is a corridor where a high volume of incidents have been reported. The School District commented that motorists use the center two-way-left-turn lane (TWLTL) on Mission Avenue to bypass vehicles blocking the travel lane while waiting to pick-up or drop-off their children at Mission Middle School. It was also stated that Mission Middle School, Pioneer Elementary School, Juniper Elementary School and LR Green Elementary School experience pedestrian crossing hazards, speeding, illegal turning movements, and aggressive driving near these schools and along the school frontage. These concerns were reviewed and appropriate countermeasures were applied to the extent feasible to address these safety concerns.

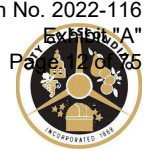
#### 4.2. Second Stakeholder Meeting

On Tuesday, November 16, 2021, the second stakeholder meeting was conducted for the LRSP. The purpose of the second stakeholder meeting was to present the proposed countermeasures for the top 35 intersections and 10 segments that have the highest volume of crashes reported and gain feedback from the safety partners. Representatives from the following City Departments and organizations participated in the stakeholder meeting:

- City of Escondido – Engineering Department
- City of Escondido – Police/Traffic Division
- City of Escondido – City Attorney
- City of Escondido – Recreation Department
- City of Escondido – Information Division (GIS)
- Escondido Union High School District (EUHSD)
- City of Escondido – Fire Department
- Escondido Union School District (Elementary)
- North County Transit District (NCTD)
- Escondido Education COMPACT (disadvantaged youth support organization)
- Michael Baker International (consultant)

The School District and Escondido Education COMPACT provided feedback on the countermeasures that related to pedestrian safety, such as the refuge islands, marked crosswalks at uncontrolled intersections, and the





installation of Rectangular Rapid Flashing Beacons (RRFBs). Pedestrian and bicycle-related countermeasures were recommended at locations near schools, parks and locations where pedestrian-involved crashes have occurred.

#### 4.3. Transportation and Community Safety Commission Review

The Transportation and Community Safety Commission (TCSC) is an advisory body to the City Council, the Director of Engineering Services, the Traffic Engineer and the Police Traffic Division. The TCSC reviews traffic matters and provides recommendations related to pedestrian safety, roadway improvements, enforcement of traffic regulations, and student safety round school site. The TCSC reviewed the crash data reported in the LRSP on November 7, 2021. The Final LRSP was presented to TCSC in February 2022 for review and approval. Projects were prioritized for funding through the Highway Safety Improvement Program (HSIP) managed by Caltrans. Applications to receive HSIP Cycle 11 funding for projects identified in the LRSP will be submitted in September 2022.

#### 4.4. Roadway Safety Public Forum Outreach

In addition to the stakeholder organization meetings, additional outreach efforts throughout the process shared the City's traffic safety efforts with the public:

- Washington Park Traffic Safety Public Forum (November 2021)
- Transportation Safety Workshop - Council Chambers – (November 2021)
- Ongoing efforts and opportunities for public input:
  - Council meetings (ongoing)
  - Transportation and Community Safety Commission meetings – public forum
  - Office of Traffic Safety (OTS) funded Police Department Bicycle and Pedestrian Safety education
  - OTS Selective Traffic Enforcement
  - Walk Audits
  - Safe Routes to School Education efforts,
  - Social media
  - Report-It! mobile app
  - LRSP online
  - Service requests – calls, email, social media, in person inquiries at City Hall – these range from red curb requests, reporting traffic signal issues, to requests for pedestrian crossing improvements, such as ADA accommodations, school crossings, park crossings, etc.

#### 4.5. Upcoming Outreach Opportunities

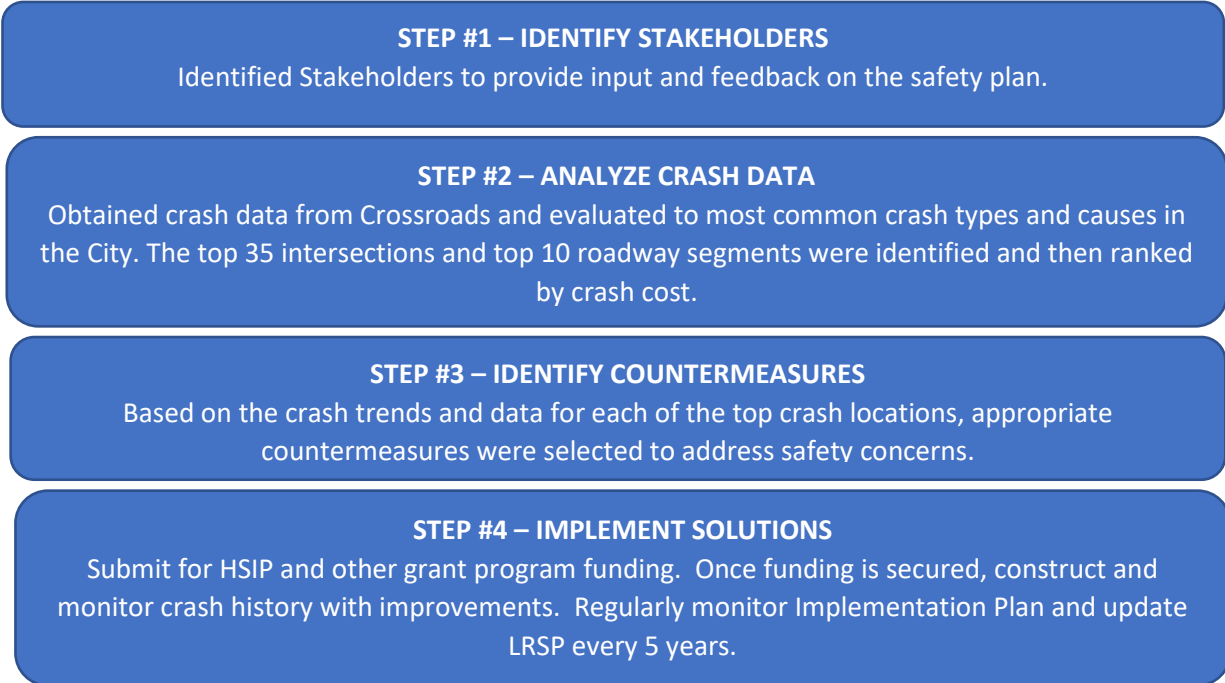
In late 2022, the City will be launching a Comprehensive Active Transportation Strategy (CATS). This effort will examine transportation options citywide to reduce barriers to mobility options and seek opportunities for improvements. This effort will include significant outreach for public input, and will include extensive use of social media venues to gather perspectives of how people want to and need to travel throughout the City. Travel equity will be a focus, looking at travel needs according to various equity assessments (income, age, ability, opportunity, etc.). The effort will be combined with a comprehensive evaluation of the City's 350 mile roadway network, with a focus on opportunities to 'right-size' the City's streets. Ultimately, the plan is to produce a Comprehensive Active Transportation Strategy, but also an updated Circulation Element, with an emphasis on both vehicular as well as multi-modal travel opportunities.

The CATS will evaluate how 'vulnerable users' travel, their origin-destinations, and how the city transportation network can improve to meet their needs.



## 5. Process

An LRSP provides a framework for identifying, analyzing, and prioritizing roadway safety improvements on local roads. The LRSP development process follows a well-defined process laid out by Caltrans in the Local Roads Safety Manual, but the content is tailored to the issues and needs on the roadway network within the City of Escondido. The process results in a prioritized list of issues, risks, actions, and proven countermeasures that can be used to reduce fatalities and serious injuries on local roads. The development of this LRSP involved the following process:



Source: Federal Highway Administration (FHWA)



## 6. City Policies and Transportation Projects

Prior to the development of this LRSP, the City addressed transportation safety through a number of previous and existing plans, projects and programs that are discussed in this section.

### 6.1. City of Escondido General Plan

The City's General Plan was adopted May 23, 2012 and presents strategies to address existing and future roadway and transportation safety conditions in the City to promote growth and improve the quality of life in Escondido. Its Mobility and Infrastructure Element (Chapter III) includes policies and recommendations related to transportation safety. The following goals and policies currently promote equitable transportation safety throughout the City:

**Regional Transportation Planning Goal #1** – Provide an accessible, safe, convenient, and integrated multi-modal network that connects all users and moves goods and people within the community and region efficiently.

**Complete Streets Policy 2.1** – Ensure that the existing and future transportation system is inter-connected and serves multiple modes of travel, such as walking, biking, transit, and driving for safe and convenient travel.

**Complete Streets Policy 2.2** – Provide a safe, efficient and accessible transportation network that meets the needs of users of all ages including seniors, children, disabled persons, and adults.

**Pedestrian Network Policy 3.3** – Maintain a pedestrian environment that is accessible to all and that is safe, attractive, and encourages walking.

**Pedestrian Network Policy 3.8** – Repair sidewalk and pedestrian paths in the public-right-of-way that impede pedestrian travel and maintain the pedestrian network in a manner that facilitates accessibility and safety.

**Pedestrian Network Policy 3.9** – Support “safe routes to schools” programming and partner with schools, non-profit organizations, and transit agencies with the goal of encouraging more children to walk and bike to school in a safe environment.

**Bicycle Network Policy 4.1** – Maintain and implement a Bicycle Master Plan that enhances existing bicycle routes and facilities; defines gaps and needed improvements; prescribes an appropriate Level of Service; outlines standards for their design and safety; describes funding resources; and involves the community.

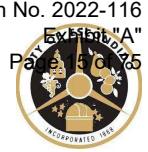
**Street Network Policy 7.4** – Provide adequate traffic safety measures on all new roadways and strive to provide adequate traffic safety measures on existing roadways (subject to fiscal and environmental considerations). These measures may include, but not be limited to, appropriate levels of maintenance, proper street design, traffic control devices (signs, signals, striping), street lighting, and coordination with the school districts and other agencies.

**Traffic Calming Policy 9.1** – Reduce congestion in areas surrounding schools, parks, and other activity centers by applying effective traffic management solutions.

In addition to the policies listed in the General Plan, the City is examining opportunities to update longstanding Traffic Engineering Policies, such as speed limits, crosswalk warrants, median openings, etc.

### 6.2. City of Escondido Bicycle Master Plan

The City's 2012 Bicycle Master Plan developed a plan for an interconnected network of on- and off-street bicycle facilities that serve all of Escondido's neighborhoods, and provides connections to transit centers, shopping



districts, parks and other local amenities. The goal of the plan is to maximize the efficiencies offered by multi-modal connections between mass transit and bikeways, and to promote a viable alternative to automobile travel in a climate particularly conducive to bicycle transportation. The Bicycle Master Plan should be updated periodically in efforts to obtain future funding for non-motorized projects and support active transportation throughout the City. The three key objectives of the Bicycle Master Plan include:

- 1) to evaluate the existing bicycle network in the City and identify gaps, deficiencies and bicyclists needs;
- 2) to establish goals, objectives and policies that are consistent with and expand upon the City's General Plan's Mobility and Infrastructure Element; and
- 3) to develop a feasible bikeway plan with proposed projects that will provide safe, efficient and convenient bicycle travel in Escondido and to provide connection to regional destinations.

### 6.3. Previous HSIP & ATP Funded Projects

The City successfully applied for and received HSIP grant funding for safety improvements from Cycles 5, 6 and 9. In addition, the City successfully applied for and received grant funding through the Active Transportation Program (ATP). A list of HSIP and ATP funded projects that have recently been completed or are currently in design are listed in **Table 2**.

**Table 2: Recent Traffic Safety Improvements**

Project Location	Year	Project Description	Status
East Valley Pkwy – Beven Dr to Northern City Limits	HSIP Cycle 5 2014	Install sidewalk/pathway; add lighting; and improve signal hardware	Completed
El Norte Pkwy / Fig St	HSIP Cycle 6 2013	Install new traffic signal	Completed
Valley Pkwy / Date St	HSIP Cycle 6 2013	Install new traffic signal	Completed
Bear Valley Pkwy / Mary Lane	HSIP Cycle 7 2015	Signal modification to provide protected left-turn phasing	In Design
Felicita Ave / Juniper St and Felicita Ave / Escondido Blvd	HSIP 8 2016	Signal modification to provide protected left-turn phasing	In Design
Juniper St Safe Routes To School	ATP 2017	Widen Juniper St from Felicita Ave to Nutmeg, add missing sidewalk, add bike lanes etc.	In Design
Quince/Tulip Creek Crossings	ATP 2017	Install new traffic signal at Tulip, Convert RRFB into signal at Quince St	In Construction
Creek Trail Crossings	ATP 2016	Improvements to 7 St crossings from Juniper St to Citrus Ave	In Construction





Project Location	Year	Project Description	Status
Missing Link Bikeway	ATP 2014	Bikeway / Cycle-track along Valley Pkwy from Quince St to Broadway/Woodward	Complete
Transit Center Pedestrian Bridge	2016	Widen bridge and extend sidewalk west from Transit Center	Complete
El Norte Pedestrian Signal	ATP 2015	Escondido Creek Trail crossing of East El Norte Pkwy	Complete
Traffic Signal Communication Upgrades	HSIP Cycle 9 2020	Install traffic signal interconnect system to allow for improved safety operations and optimized signal coordination.	In Design

#### 6.4. Traffic Management Project List

Transportation and Community Safety Commission (TCSC) approved a policy to evaluate and prioritize proposed projects using a Traffic Management Project List (TMPL) on January 9, 2014. As stated in the policy, a list of projects needs to be evaluated by staff and presented to TCSC for consideration each year. The TCSC provides direction to staff as to which projects should be selected for further evaluation and design. A scoring system has been developed to evaluate and prioritize projects. Project are assigned points based on the road condition, road usage, anticipated effectiveness of the solution, and problem severity. Projects with the higher total accumulated points have a higher priority on the TMPL. The 2021/2022 TMPL includes six (6) different projects citywide including:

- 1.) Mission Middle School Mid-Block Crosswalk Improvements – Score of 19 Points
- 2.) Crosswalk Improvements at Oak Hill Elementary School Frontage – Score of 18 Points
- 3.) North Broadway Elementary School Improvements – Score of 18 Points
- 4.) Crosswalk Improvements at Hidden Valley Middle School Frontage – Score of 17 Points
- 5.) Felicita Road Mid-Block Crosswalk Improvements – Score of 15 Points
- 6.) Crosswalk Improvements at Tulip Street and 15<sup>th</sup> Avenue (Felicita Elementary School) – Score of 14 Points

The top four (4) priority projects with the highest scores were recommended by City staff and approved by TCSC on April 8, 2021 for further assessment and detailed design considering an estimated \$50,000 budget.

#### 6.5. Traffic Engineering Hotline

Residents can contact the City with any traffic related questions or concerns through the City's website, via email, via phone, or in-person at City Hall. The preferred option is for the public to use the *Report It!* App to report an issue. Each request is reviewed, evaluated and a response will be provided to everyone. If improvements or action is required, staff will prepare a work order or forward the request to other departments (such as public works or code enforcement or Police Department) for action. Critical actions will be prioritized. Several funding sources will be considered based on the types of actions required for location. For example, request may lead to location being evaluated and placed on signal priority list, or TMPL. Actions may include red-curbings or striping changes or additional signage.



## 6.6. Current Transportation Projects

In addition to the previous traffic-safety related projects listed in the previous section, the City is currently moving forward with other transportation improvement projects to improve safety, refer to **Table 3**.

**Table 3: List of Current City Transportation Projects**

Project Location	Funding	Project Description	Status
Bear Valley Pkwy / Mary Lane	HSIP	Signal modification to provide protected left-turn phasing in east-west approach.	In Design
Juniper St / Felicita Ave	HSIP	Signal modification to provide protected left-turn phasing at all approaches.	In Design
Escondido Blvd / Felicita Ave	HSIP	Signal modification to provide protected left-turn phasing in north-south approaches.	In Design
El Norte Pkwy / Nutmeg St	Developer	Signal modification	Under Construction
Country Club Lane / Gary Lane	Developer	Install new traffic signal	Under Construction
Country Club Lane / Nutmeg St	Developer	Install new traffic signal	Under Construction
Country Club Lane / Golden Circle Dr	Developer	Install new one-lane roundabout	Under Construction
Escondido Creek Trail (between Juniper St and Citrus Ave)	ATP	Install six (6) Rectangular Rapid Flashing Beacons (RRFB) and one (1) pedestrian signal along the trail.	Under Construction
Country Club Lane / Firestone Dr	Developer	Install one (1) new RRFB	In Design
Rock Springs Road / Lincoln Ave	Developer	Install new traffic signal	In Design
Rock Springs Road / Mission Ave	Developer	Signal Modification	In Design
Escondido Creek Crossing at Quince St & Tulip St	ATP	Install Pedestrian Signals	Under Construction
Felicita Ave / Park Dr	Developer	Install Roundabout	In Design
Barham Dr at Meyers Ave	Developer	Install new traffic signal	In Design
Grand Ave Streetscape Improvements	City of Escondido	Street narrowing, streetscape improvements, and traffic circles	Under Construction
Palomar Heights Mixed-Use Development	Developer	Install new traffic signal at Valley Pkwy / Ivy St and modify 3 existing signals at Valley Pkwy / Valley Blvd, Valley Pkwy / Grand Ave, and Grand Ave / Fig St.	In Design



## 7. Crash Data Summary

The initial step in the development of the LRSP was to conduct crash data research and database development. Crash data was provided by the City for a five-year period from January 1, 2016 to December 31, 2020. Data from both the Statewide Integrated Traffic Records System (SWITRS) and the City's local Crossroads database was vetted, but the Crossroad data was determined to be more complete, with no date gaps or issues with geo-locations. During this 5-year period, a total of 4,332 crashes were reported along local roadways and along the state-owned Highway 78 surface streets, which includes Broadway from Lincoln Avenue to Washington Avenue, Washington Avenue from Broadway to Ash Street, Ash Street from Washington Avenue to Grand Avenue, San Pasqual Valley Road between Grand Avenue and City Limits south of Oak Hill Drive. Roughly 6% (or 266) of citywide crashes occurred along the Highway 78 route through the City.

The crash analysis focused on crashes that occur on public roadways and intersections within the City's right-of-way. Crashes not considered in this analysis were those that occur on non-public rights-of-way, such as private roads or private drives, within parking lots or parking garages, or within shopping centers. Crashes that are recorded as property damage may include, but are not limited to, damage to telephone poles, fences, street signs, signal poles or equipment, guard posts, trees, livestock, dogs, etc.

Interstate 15 is a major north-south state highway that cuts through the City of Escondido. Crashes recorded on Interstate 15 were not included or evaluated in this report since the HSIP funding is designated to "local" roadways rather than major state highways. Highway 78 is a major east-west state highway that traverses through the City of Escondido. Crashes on Highway 78 that traverses through the City Limits were included in the overall volume of crashes reported in this document, and in various sets of analyses. However, the Caltrans intersections and roadway segments along the Highway 78 route were not included in the final list of top 30 intersections and top 10 segments since HSIP funding will not be pursued for Caltrans' locations.

### 7.1. General Findings

#### 7.1.1. Crashes by Year

The number of fatal crashes, injury crashes, property damage only crashes, total fatalities, and total injuries for the five-year analysis period are highlighted in **Table 4**, including the averages over the analysis period.

As shown, there was a clear reduction in reported crashes during the year 2020. This decline in reported crashes is likely a direct result of the novel coronavirus state-mandated stay-at-home orders beginning March 2020 and continuing through June 2021, and the reduction of overall travel that subsequently occurred. The San Diego Association of Governments (SANDAG) reported a 44% reduction of vehicle-miles-traveled on freeways, a 41% reduction of daily traffic volumes on local roadways, and traffic speed increase of 30 MPH during peak periods, between mid-March and mid-April 2020, compared to 2019. As of May 2021, countywide traffic continues to be 10% below pre-pandemic levels.<sup>1</sup>

<sup>1</sup> <https://www.nbcsandiego.com/news/local/how-the-pandemic-changed-san-diego-traffic/2641180/>

**Table 4: Reported Number of Crashes by Year and Injury Type**

Category	Year					Total	Average Per Year
	2016	2017	2018	2019	2020		
Fatal Crashes	8	8	4	7	6	33	7
Severe Injury Crashes	21	13	18	21	22	95	19
Other Visible Injury Crashes	237	251	244	270	196	1,198	240
Complaint of Pain Crashes	376	419	423	344	316	1,878	376
Property Damage Only Crashes	192	212	217	257	250	1,128	226
<b>Total Crashes</b>	<b>838</b>	<b>903</b>	<b>906</b>	<b>899</b>	<b>790</b>	<b>4,332</b>	<b>867</b>
<b>Total Fatalities</b>	<b>9</b>	<b>9</b>	<b>5</b>	<b>8</b>	<b>9</b>	<b>40</b>	<b>8</b>
<b>Total Injuries</b>	<b>968</b>	<b>1,012</b>	<b>964</b>	<b>948</b>	<b>792</b>	<b>4,684</b>	<b>937</b>

**Figure 1** illustrates an overall view of the concentration of crashes during the five-year time period at intersections. All crashes were mapped using Geographic Information Systems (GIS) based on the Crossroads database. Intersection crashes identified in this report include crashes that occurred at the intersection and crashes that occurred within 125 feet of that intersection. For purposes of this crash analysis, we assumed that crashes occurring within 125 feet of the intersection are most likely related to vehicles stopped at the intersection waiting for the signal to turn green or making a turn movement.

**Figure 2** illustrates an overall view of the mid-block crashes throughout the City during the five-year time period. Crashes that occurred mid-block (outside of the 125-foot radius of an intersection) were mapped within the limits of a roadway segment.

The top 10 intersections with the highest concentration of crashes are presented in **Table 5** and the top 10 roadway segments with the highest concentration of mid-block crashes are listed in **Table 6**.

According to the 2018 data from Caltrans, the City ranked 8<sup>th</sup> highest for alcohol involved crashes, 9<sup>th</sup> highest for fatal and injury crashes, 12<sup>th</sup> highest for pedestrian involved crashes, and 15<sup>th</sup> highest for speed related crashes when compared to 59 similar sized cities within California. The City is ranked 5<sup>th</sup> out of 59 similar cities for DUI arrests. Total traffic citations issued within the City decreased from 7,415 in 2019 to 4,175 in 2020. This decrease is primarily due to the Coronavirus Pandemic where less drivers were on the road. The lower volume of traffic citations seems to correlate to the lower volume of crashes as there is a decrease in total crashes in 2020 (790 crashes) compared to 2019 (899 crashes).

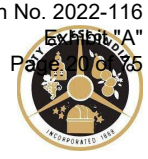


Figure 1: Citywide Intersection Crash Map

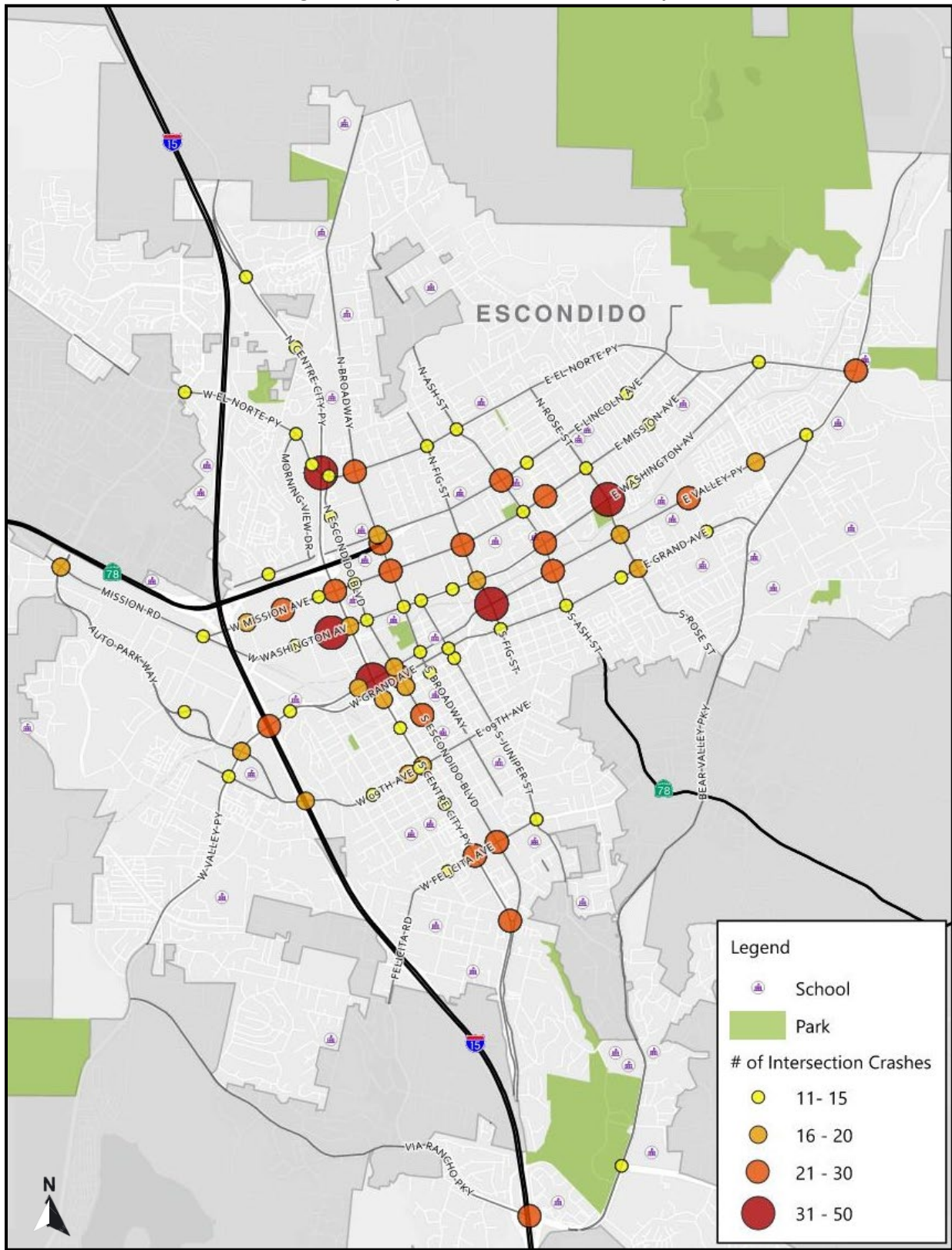
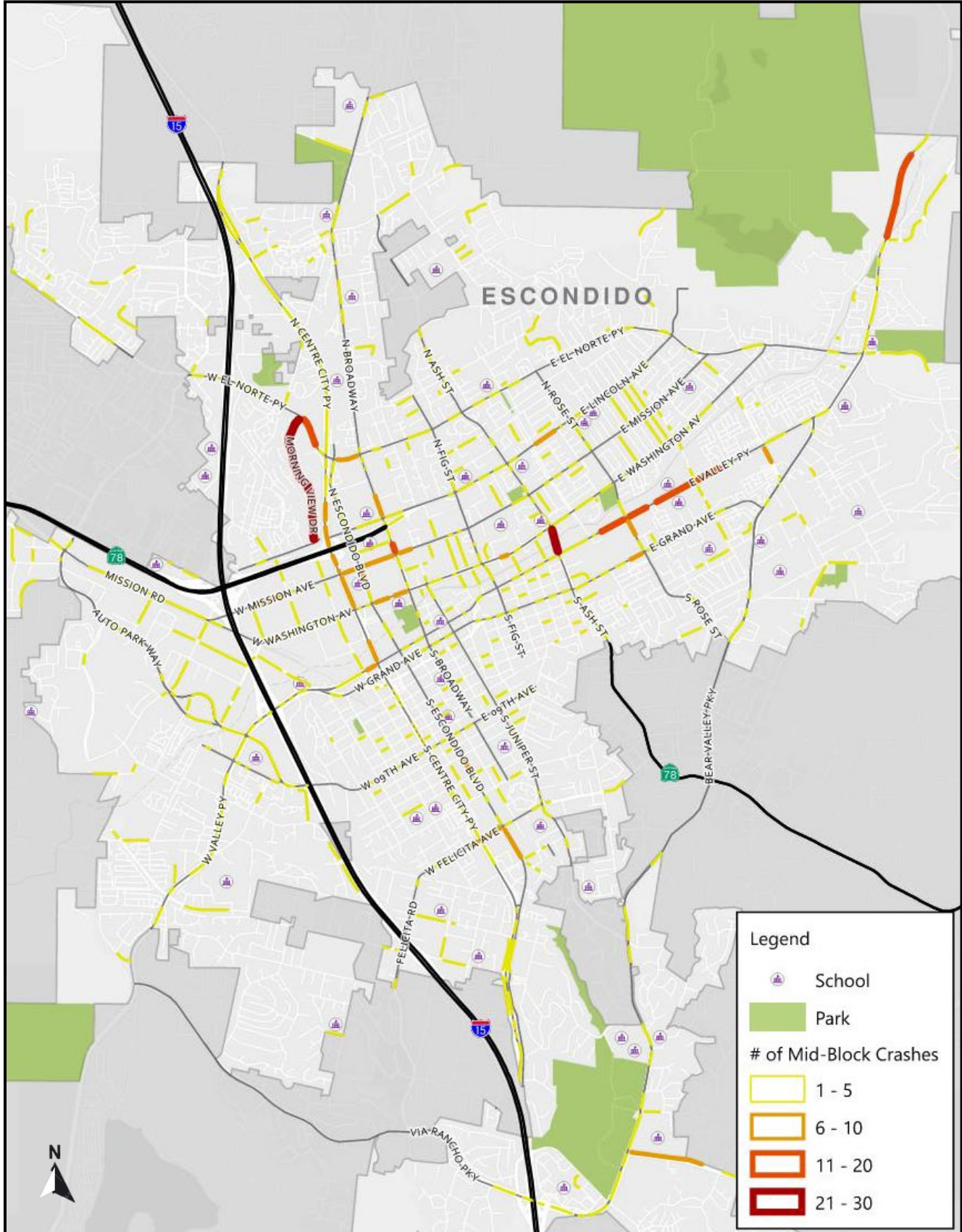






Figure 2: Citywide Mid-Block Crash Map



**Table 5: Top 10 Intersection Crash Locations (2016-2020)**

Intersection		Total Number of Crashes
1	Centre City Pkwy & El Norte Pkwy	49
2	Washington Ave & Quince St	40
3	Washington Ave & Rose St	38
4	Valley Pkwy & Fig St	35
5	Centre City Pkwy & Valley Pkwy	31
6	Washington Ave & Ash St*	30
7	Lincoln Ave & Ash St	29
8	Valley Pkwy & Ash St	29
9	Mission Ave & Fig St	28
10	Broadway & Mission Ave*	28

\*Caltrans facility.

**Table 6: Top 10 Mid-Block Crash Locations (2016 – 2020)**

Mid-Block Segments			Total Number of Crashes
1	Morning View Dr	El Norte Pkwy To Lincoln Ave	29
2	Valley Pkwy	Rose St to Midway Dr	29
3	Ash St*	Washington Ave To Valley Pkwy*	21
4	Valley Pkwy	Midway Dr to Quarry Glen Lane	19
5	Valley Center Road	Lake Wohlford Road To Northern City Limits	13
6	Broadway	Crest St To Mission Ave	12
7	El Norte Pkwy	Morning View Dr To Las Villas Way	12
8	Valley Pkwy	Harding St To Rose St	11
9	Mission Ave	Metcalf St To Rock Springs Road	10
10	Washington Ave	Escondido Blvd To Broadway	10

\*Caltrans facility.

### 7.1.2. Crash Type Summary

**Table 7** includes a summary of the types of crashes that occurred during the analysis period. The three most common types of crashes were Broadside (34%), Rear-End (27%), and Sideswipe (11%), which combined comprise 72% of the total crashes, as shown in **Figure 3**. A description of each of these crash types is provided below:

1. **Broadside** – crashes that occur when the front of one vehicle strikes the side of another vehicle. These are also called T-bone or side impact crashes. These are typically caused by one driver's negligence, which may include running a red light and failing to yield right-of-way.
2. **Rear-End** – crashes that occur when a vehicle is struck from behind by the front of another vehicle. These types of crashes generally occur due to distracted, aggressive, drunk driving or driver fatigue.
3. **Sideswipe** – crashes that occur when the side of one vehicle makes contact with the side of another vehicle, either traveling in the same or opposite direction. The vehicles can be either traveling in the same direction or going in opposite directions and are often times called "blind spot accidents". These typically occur when one vehicle drifts into the adjacent travel lane due to factors such as blind spots, distracted driving, fatigued drivers, road rage and failure to yield right-of-way.



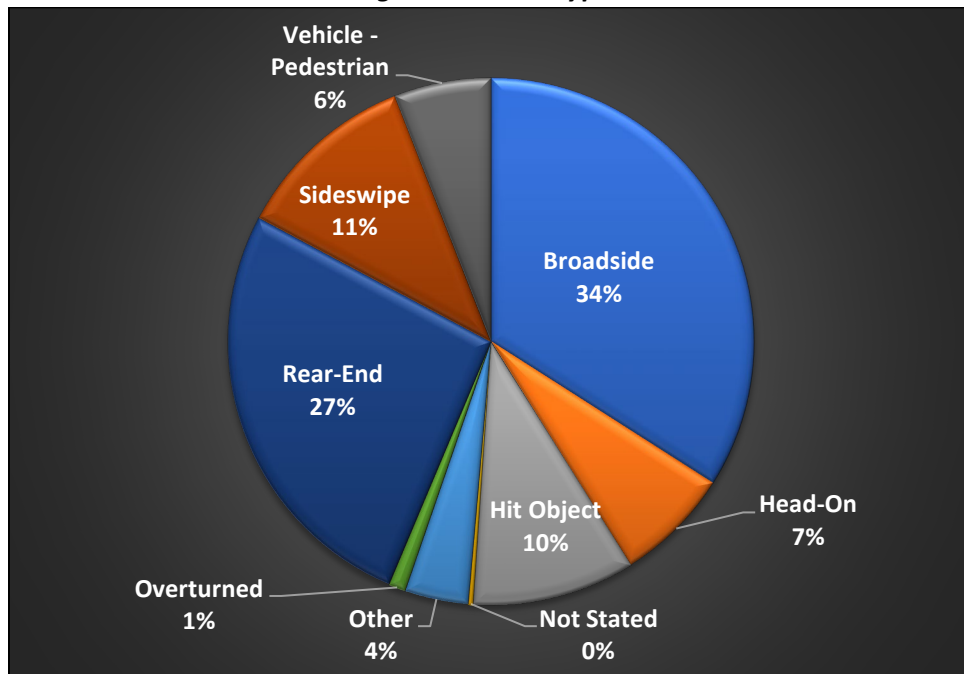
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Item 4.

Table 7: Crash Types by Year

Crash Type	Year					Total	Percent
	2016	2017	2018	2019	2020		
Broadside	307	307	291	297	272	1,474	34%
Rear-End	218	254	247	238	189	1,146	27%
Sideswipe	83	102	97	98	108	488	11%
Hit Object	85	87	85	78	94	429	10%
Head-On	48	59	71	82	48	308	7%
Vehicle - Pedestrian	53	56	67	42	40	258	6%
Overtaken	5	10	9	9	13	46	1%
Other	30	27	39	49	24	169	4%
Not Stated	5	1	-	6	2	14	0%
<b>Total</b>	<b>834</b>	<b>903</b>	<b>906</b>	<b>899</b>	<b>790</b>	<b>4,332</b>	<b>--</b>

Figure 3: Crash Types







### 7.1.3. Cause of Crash Summary

**Table 8** summarizes the causes of the crashes that occurred during the analysis period for each year and **Figure 4** graphically shows the breakdown for all crashes. The three most common causes were Unsafe Speed (20%), followed closely by Auto Right-of-Way Violation (19%), and Driving Under Influence (DUI) (16%). A description of each of these crash causes is provided below:

- **Unsafe speed** – crashes that are caused by motorists driving in excess of the posted speed limit or driving too fast for the roadway conditions. According to the Escondido Police Department, ‘too fast for roadway conditions’ crashes, are often reported as an Unsafe Speed Crash. These crashes can be a result of motorists following too closely to the vehicle in front of them, distracted driving, or vehicles that collide with a stopped vehicle in front of them.
- **Auto Right-of-Way Violation** – crashes that are caused by motorists failing to allow another vehicle (or pedestrian or bicyclist) to proceed before them in a traffic situation in accordance with the California Vehicle Code, such as assuming right-of-way while turning left at a green light (as opposed to a green arrow).
- **DUI** – crashes that are caused by motorists who operate a vehicle while their blood alcohol concentration levels exceed the allowable limits per the California Vehicle Code or impaired by drugs. DUIs are not considered in the evaluation of safety improvements but are included in the non-engineering emphasis areas such as Enforcement and Education.
- **Other Hazardous Movement** – crashes that are related to basic driver techniques and actions that have the potential to endanger the driver as well as others on the road. Examples include reckless driving, lane weaving, and slow vehicles not driving on the far-right lane.

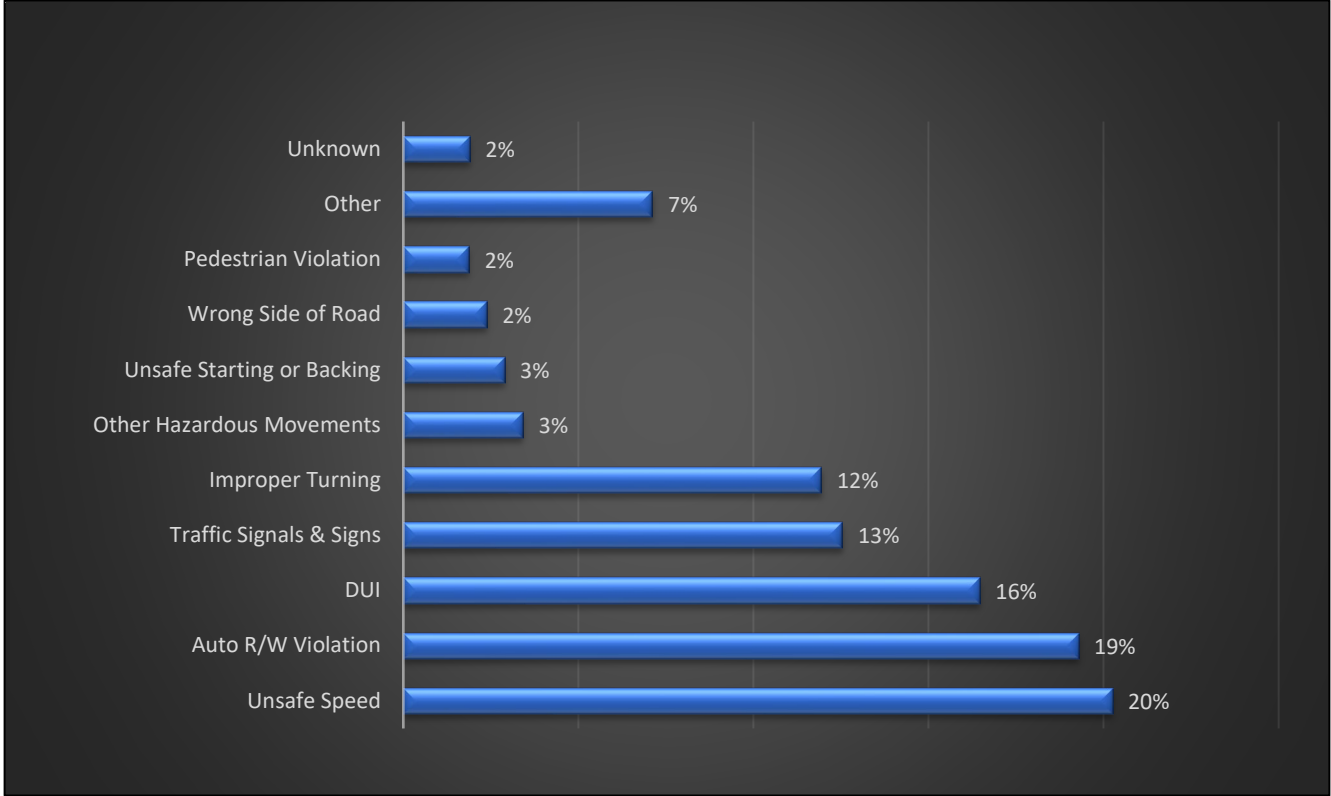
**Table 8: Cause of Crashes by Year**

Crash Cause	Year					Total	Percent
	2016	2017	2018	2019	2020		
Unsafe Speed	171	198	192	185	131	877	20%
Auto R/W Violation	188	171	168	171	137	835	19%
Driving Under Influence	122	150	142	153	146	713	16%
Traffic Signals and Signs	115	112	112	99	105	543	13%
Improper Turning	82	101	113	110	112	518	12%
Other Hazardous Movement	21	19	43	35	30	148	3%
Unsafe Starting or Backing	21	33	26	21	24	125	3%
Wrong Side of Road	20	30	18	22	13	103	2%
Pedestrian Violation	20	20	17	12	12	81	2%
All Others*	53	52	61	77	64	307	7%
Unknown	25	17	22	21	19	104	2%
<b>Total</b>	<b>834</b>	<b>903</b>	<b>906</b>	<b>899</b>	<b>790</b>	<b>4,332</b>	<b>--</b>

\*All Others includes hazardous parking, improper passing, not stated, other than improper turning, other than driver, ped r/w violation, impeding traffic, other equipment, ped or other under influence, and other.



Figure 4: Crash Causes





## 7.2. Detailed Crash Analysis

### 7.2.1. Crashes by Type

This section evaluates trends associated with the three most common crash types of crashes that occurred within the five-year study period. Analysis of which included Broadside, Rear-End, and Sideswipe accidents. Analysis and interpretation of this data will determine patterns for of where specific crash types occur. The analysis identify where the most common locations of these crash types citywide.

#### *Broadside Crashes*

A Broadside crash occurs when the front of one vehicle strikes the side of another vehicle. Broadside crashes typically occur at intersections and can be a result of drivers failing to yield or obey stop-controls, where a gap in traffic is misjudged, or a turning vehicle fails to yield the right-of-way to another vehicle.

When evaluating the cause of common Broadside crashes, it is important to consider the following physical conditions at the intersection and signal operations:

- What is the intersection control? – Signalized, unsignalized or a roundabout
- What is the signal phasing? – Permissive or protected left-turn phasing
- Are clear lines of sight available or are there sight distance issues?
- What is the traffic speed and the posted speed limit? What are vehicle speeds?
- Are there other roadway elements that might contribute to or worsen driving behaviors such as failure to yield and/or where gaps in traffic are mis-judged?

Within the study area, 1,487 Broadside crashes occurred. Ten of the crashes resulted in fatalities, 27 resulted in severe injury, 505 resulted in other visible injury, and 798 resulted in complaint of pain while the remaining 147 Broadside crashes were property damage only. **Table 9** lists the intersections where the highest number of Broadside crashes were reported, which considers the number of Broadside crashes within a 125-foot radius of the intersection.

**Table 9: Most Frequent Broadside Crash Locations**

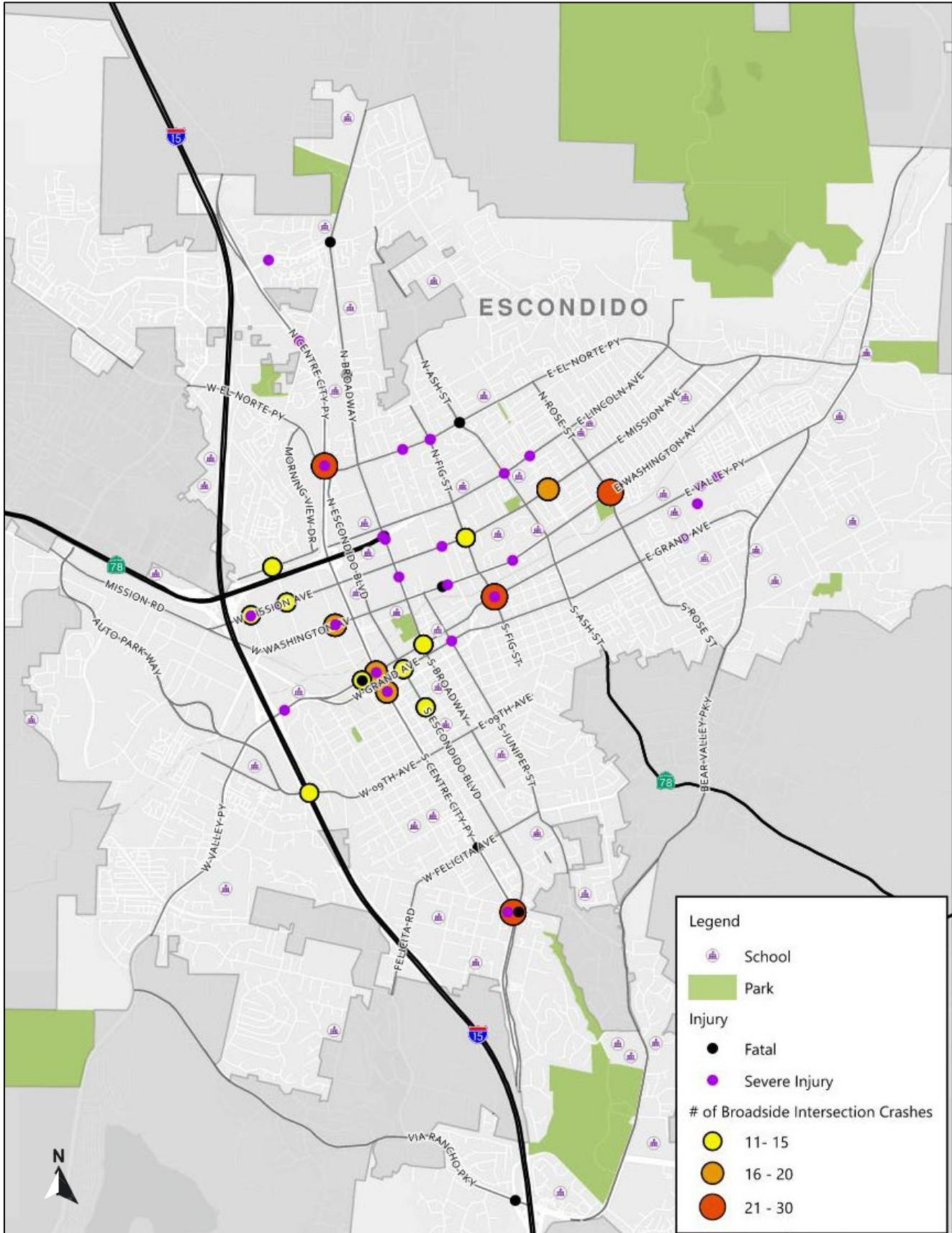
	Intersection	Number of Broadside Crashes
1	Centre City Pkwy & Escondido Blvd	24
2	Washington Ave & Rose St	23
3	Centre City Pkwy & El Norte Pkwy	22
4	Valley Pkwy & Fig St	21
5	Harding St & Mission Ave	19
6	Quince St & Washington Ave	18
7	Centre City Pkwy & Valley Pkwy	18
8	Centre City Pkwy & 2nd Ave	16
9	Mission Ave & Rock Springs Road	15
10	Escondido Blvd & Grand Ave	15

**Figure 5** depicts the location, severity and intensity of Broadside crashes. As shown, the Broadside crashes are concentrated at major signalized intersections such as Centre City Parkway & Escondido Boulevard, Washington Avenue & Rose Street, and Centre City Parkway & El Norte Parkway. The map focuses on identifying locations with 11 or more Broadside crashes to highlight the priority areas within the City.



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Figure 5: Broadside Crash Location Map





### Rear-End Crashes

A crash is classified as a Rear-End crash when one vehicle crashes into the vehicle directly in front of it. Rear-End crashes often occur under congested conditions where motorists do not react in time to a slowing of traffic downstream, or in cases where drivers are distracted or tailgating under uncongested conditions.

When evaluating the cause of common Rear-End crashes, it is important to consider the following physical conditions and signal operations:

- What is the intersection control? – signalized, unsignalized, roundabout
- What is the signal phasing? – permissive or protected left-turn phasing
- Are dedicated right-turn or left turn lanes provided?
- Are there multiple driveways along a corridor where vehicles are frequently entering and exiting that result in a disruption in the traffic flow?
- Are vehicles queuing at an intersection such that they spill out of a turn lane into the adjacent through lane?
- What is the traffic speed and posted speed limit? Is speeding a concern? Is speeding observed? Everyone has concerns but is concern identified as valid?

Within the City limits, 1,146 Rear-End crashes occurred in the five-year study period. One of the crashes resulted in a fatality, six resulted in severe injury, 166 resulted in other visible injury, and 589 resulted in complaint of pain, while the remaining 384 Rear-End crashes were property damage only. **Table 10** lists the intersections where the highest number of Rear-End crashes were reported, which considers the number of Rear-End crashes within 125 feet of the intersection.

**Table 10: Most Frequent Rear-End Crash Locations**

	Intersection	Number of Rear-End Crashes
1	El Norte Pkwy & Centre City Pkwy	18
2	Ash St & Washington Ave *	16
3	Broadway & El Norte Pkwy	15
4	Valley Pkwy & Ash St *	15
5	Mission Ave & Centre City Pkwy	15
6	Valley Pkwy & El Norte Pkwy	13
7	Valley Pkwy & Midway Dr	13
8	Centre City Pkwy & Felicita Ave	12
9	Valley Pkwy & Citrus Ave	9
10	Broadway & Lincoln Ave *	9

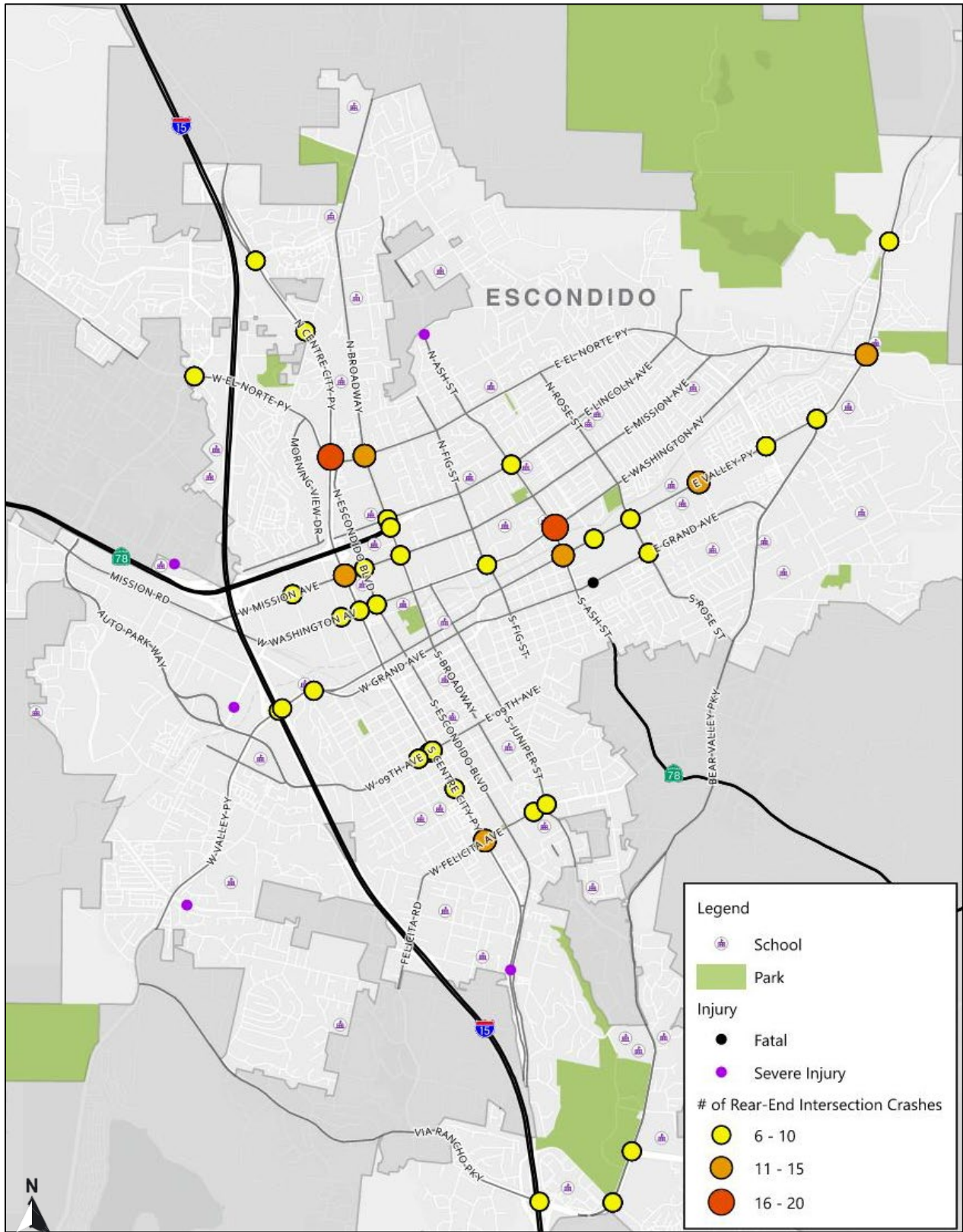
\*Caltrans facility

**Figure 6** illustrates the location, severity and intensity of Rear-End crashes within the City. As illustrated below, Rear-End crashes occurred at major signalized intersections such as El Norte Parkway & Centre City Parkway, Ash Street & Washington Avenue, and Broadway & El Norte Parkway. The map focuses on identifying locations with 6 or more Rear-End crashes to highlight the priority areas within the City.





Figure 6: Rear-End Crash Location Map





### Sideswipe Crashes

Sideswipe crashes occur when the side of one vehicle makes contact with the side of another vehicle, either traveling in the same or opposite directions. They typically occur when one vehicle moves out of a travel lane before it is safe to do so. In many cases, the cause of a Sideswipe crash is the result of a driver who is distracted, over-correcting the steering wheel, or impaired by drugs or alcohol rather than the result of the roadway conditions.

When evaluating the cause of common Sideswipe crash locations, it is important to consider the following physical roadway conditions:

- What is the roadway alignment? – Straight, curved, vertical or horizontal alignment?
- What is the travel lane width and number of travel lanes?
- Are there friction factors such as on-street parking and raised medians?
- What is the distance between stop controls? – greater than ¼ mile

Within the study area, a total of 488 Sideswipe crashes occurred. One of the crashes resulted in a fatality, six resulted in severe injury, 72 resulted in other visible injury, and 128 resulted in complaint of pain while the remaining 281 Sideswipe crashes were property damage only. **Table 11** below lists the intersections where the highest number of Sideswipe crashes were reported, which considers the number of Sideswipe crashes within 125 feet of the intersection.

**Table 11: Most Frequent Sideswipe Crash Locations**

	Intersection	Number of Sideswipe Crashes
1	Via Rancho Pkwy & I-15 NB Ramp *	7
2	Ash St & Lincoln Ave	5
3	Mission Road & Auto Park Way	4
4	Mission Ave & Quince St	4
5	Mission Ave & Midway Dr	3
6	Grand Ave & Rose St	3
7	Broadway & Washington Ave *	3
8	Centre City Pkwy & Washington Ave	3
9	Grand Ave & Fig St	3
10	Washington Ave & Quince St	3

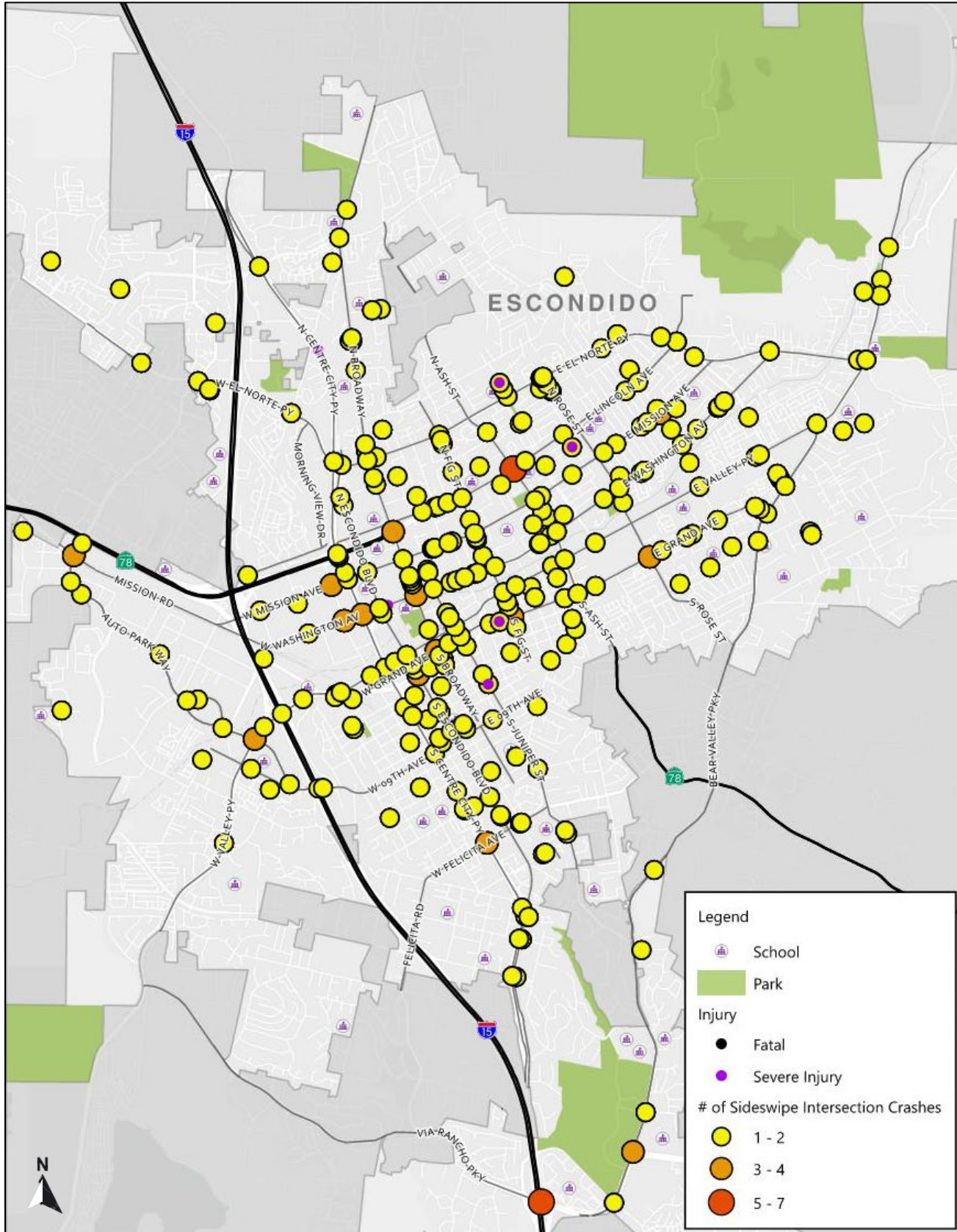
\*Caltrans facility.

**Figure 7** depicts the location, severity and intensity of Sideswipe crashes. As shown, the highest concentration of Sideswipe crashes occurs at Via Rancho Parkway & I-15 Northbound Ramp and Ash Street & Lincoln Avenue. The map shows the majority of Sideswipe crashes are evenly distributed throughout the City with most intersections only reporting 1 to 2 crashes. The same scenario was found when evaluating the mid-block Sideswipe locations, which were not highly concentrated on a few roadway segments but spread evenly throughout the City. For purposes of this analysis, the intersections where the highest Sideswipe crashes occurred were identified in Table 11 to help determine appropriate countermeasures at these locations.





Figure 7: Sideswipe Crash Location Map







### 7.2.2. Crashes by Cause

The following sections analyze the three most common crash causes in further depth, which include Unsafe Speed, Auto Right-of-Way Violations, and Driving Under the Influence (DUI).

#### Unsafe Speed Crashes

Of the 4,332 reported crashes, the attributed cause of the crash was Unsafe Speed for 877 of those crashes (20%). Crashes where unsafe speed was the attributed crash cause were examined further based on location. Unsafe Speed crashes are primarily caused by motorists following too closely to the vehicle in front of them, the result of distracted driving, or vehicles crashing into a stopped vehicle in front of them.

When evaluating the cause of common Unsafe Speed crash locations, it is important to consider the following physical roadway conditions:

- What is the roadway alignment? – Straight, curved, vertical or horizontal alignment?
- What is the travel lane width and number of travel lanes?
- Are there friction factors such as on-street parking and raised medians?
- What is the distance between stop controls? – greater than ¼ mile
- Are there other roadway elements that might contribute to or worsen driving behaviors such as failure to yield when turning left or right and/or where gaps in traffic is mis-judged?

**Table 12** lists the roadway segments where the highest number of Unsafe Speed crashes were reported, which considers the number of mid-block Unsafe Speed crashes. As shown, Ash Street from Washington Avenue to Valley Parkway and Centre City Parkway from Mission Avenue to Washington Avenue both have seven Unsafe Speed crashes reported along these segments.

**Table 12: Most Frequent Unsafe Speed Crash Corridor Locations**

	Roadway Segment	Number of Unsafe Speed Crashes
1	Ash St From Washington Ave To Valley Pkwy *	7
2	Centre City Pkwy From Mission Ave To Washington Ave	7
3	Valley Center Road From Lake Wohlford Road To Northern City Limits	6
4	Valley Pkwy From Rose St To Paramount St	6
5	Centre City Pkwy From Gannon Place To Valley Pkwy	6
6	Morning View Dr From El Norte Pkwy To Lincoln Ave	5
7	Valley Pkwy From Eureka Dr To Beven Dr	4
8	Valley Pkwy From Midway Dr To Quarry Glen	4
9	Mission Ave From Beech St To Ash St	4
10	Centre City Pkwy From Las Villas Way To Decatur Way	3

\*Caltrans facility.

**Figure 8** illustrates the Unsafe Speed mid-block crashes reported within the City. As shown, many of the Unsafe Speed crashes are located along Valley Parkway and other major arterials such as Ash Street and Centre City Parkway.

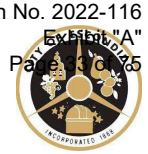
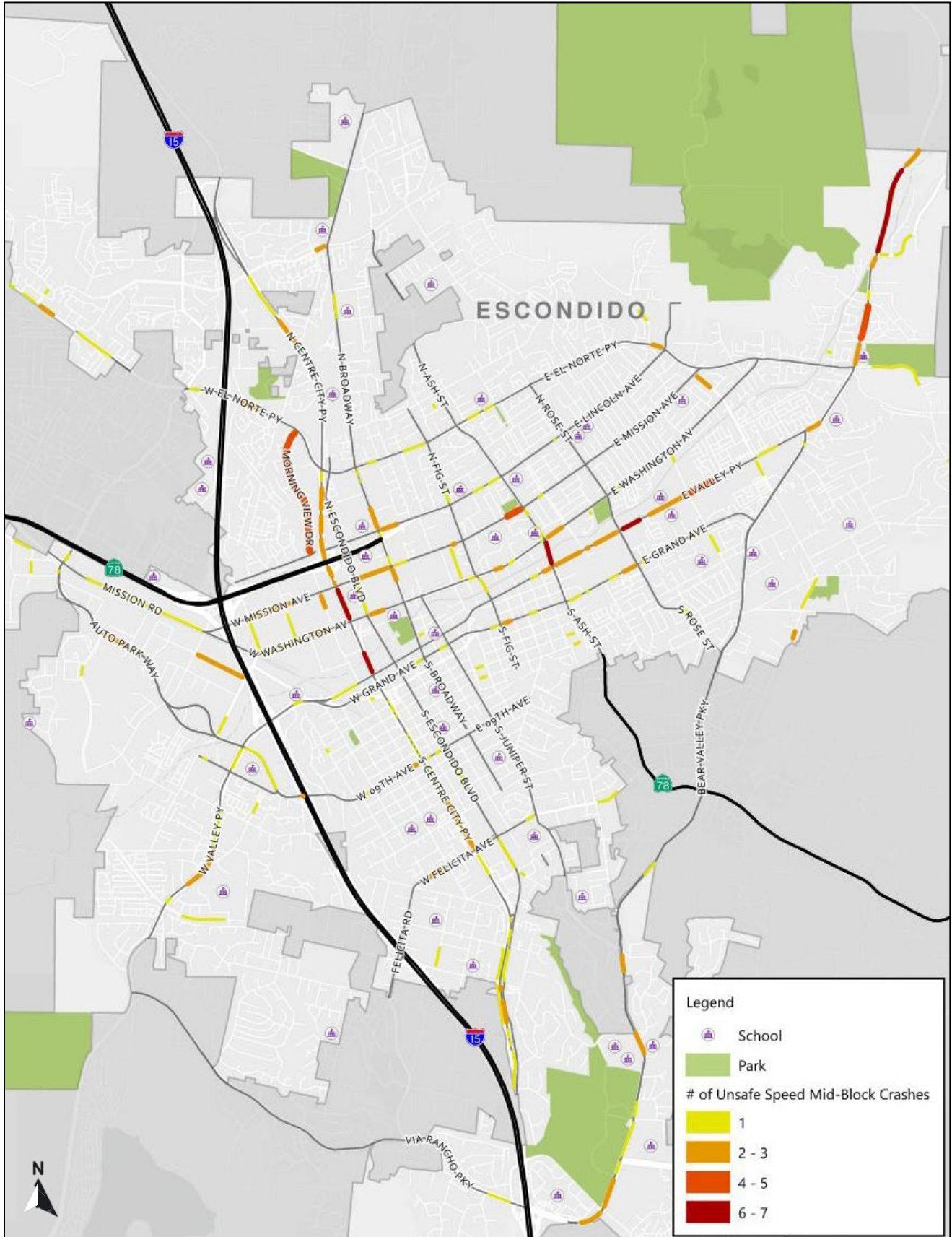


Figure 8: Unsafe Speed Crash Location Map





### *Auto Right-of-Way Violation Crashes*

A total of 835 crashes were attributed to Auto Right-of-Way Violation, which equates to 19% of the total reported crashes. In accordance with the California Vehicle Code, these are crashes that are caused by motorists failing to allow another vehicle (or pedestrian or bicyclist) to proceed before them in a traffic situation.

When evaluating the cause of common Auto Right-of-Way Violation crash locations, it is important to consider the following physical roadway conditions and signal operations:

- What is the intersection control? – Signalized, unsignalized with stop/yield-controlled, roundabout
- What is the signal phasing? – Permissive or protected left-turn phasing
- Are there concerns with sight distance as motorists turn left or right onto a roadway?
- Are there other roadway elements that might contribute to or worsen driving behaviors such as failure to yield when turning left or right and/or where gaps in traffic is mis-judged?

**Table 13** below lists the intersections where the highest number of Auto Right-of-Way Violation crashes were reported, considering both the crash severity and the number of Auto Right-of-Way Violation crashes within 125 feet of the intersection. As shown in the table, Centre City Parkway & Escondido Boulevard has the highest number of Auto Right-of-Way Violation crashes in the City with a total of 25.

**Table 13: Most Frequent Auto Right-of-Way Violation Crash Locations**

	Intersection	Number of Auto R/W Crashes
1	Centre City Pkwy & Escondido Blvd	25
2	Harding St & Mission Ave	13
3	Quince St & Washington Ave	13
4	Washington Ave & Rose St	12
5	Rock Springs Road & Lincoln Ave	11
6	Escondido Blvd & Grand Ave	11
7	Washington Ave & Begonia St	10
8	Centre City Pkwy & El Norte Pkwy	9
9	Mission Ave & Fig St	9
10	Grand Ave & Rose St	8

In **Figure 9**, the Auto Right-of-Way Violation crash locations are spread throughout the City. The highest concentration of crashes occurred at Centre City Parkway & Escondido Boulevard with one fatality and one severe injury reported. The map shows locations with six or more Auto Right-of-Way Violation crashes to highlight the priority areas within the City.



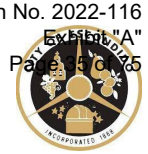
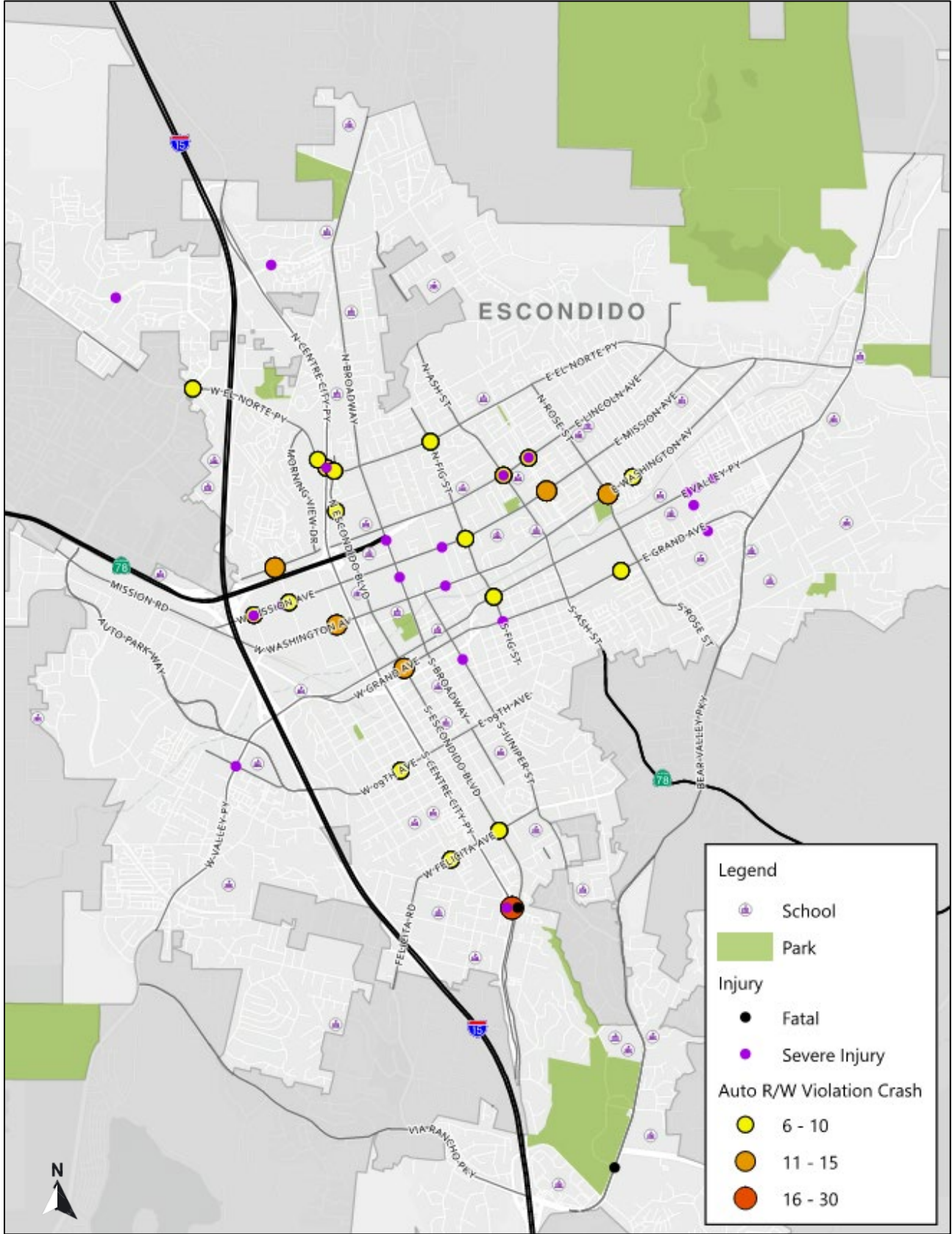


Figure 9: Auto Right-of-Way Violation Crash Location Map





### DUI Crashes

Of the 4,332 reported crashes, DUIs were a factor in 713 of those crashes (16%). According to the California Office of Traffic Safety (OTS) collision ranking in 2018, the City of Escondido is ranked 8 out of 59 throughout San Diego County in terms of alcohol-involved crashes. While DUI crashes cannot be fully resolved through countermeasures or design changes, educational programs and enforcement can be increased to reduce DUI crashes. DUIs are not considered in the evaluation of safety improvements but are included in the non-engineering emphasis areas such as Enforcement and Education.

**Table 14** lists the most common roadways where DUI-related crashes occurred between 2016 and 2020. Lincoln Avenue from Harding Street to Mill Street is reported to have the highest concentration of DUI crashes. The roadways listed are all thoroughfares with high volumes that run through differing land uses, including restaurants, retail, and residential.

**Table 14: Most Common Locations for DUI Crashes**

	Roadway Segment	Number of DUI Crashes
1	Lincoln Ave From Harding St To Mill St	6
2	Morning View Dr From El Norte Pkwy To Lincoln Ave	4
3	Valley Pkwy From Roadliner Ave To Midway Dr	4
4	Juniper St From Washington Ave To Clark St	3
5	17th Ave From Encino Dr To Landee Dr	3
6	Rock Springs Road From Crystal Springs Ln To Lincoln Ave	3
7	Valley Center Road From Lake Wohlford Road To Northern City Limits	2
8	Lake Wohlford Road From Lake Wohlford Court To Oakvale Road	2
9	Valley Pkwy From Beven Dr To Wohlford Dr	2
10	Nutmeg St From Sonia Place To Sunset Heights Road	2

**Figure 10** illustrates the location, severity and intensity of DUI crashes within the City. As illustrated on the map, DUI crashes occurred at major signalized intersections such as El Norte Parkway & Ash Street, SR-78 & Broadway, and Washington Avenue & Beech Street. The map focuses on identifying intersection and mid-block locations with DUI crashes within the City.

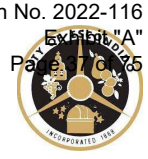
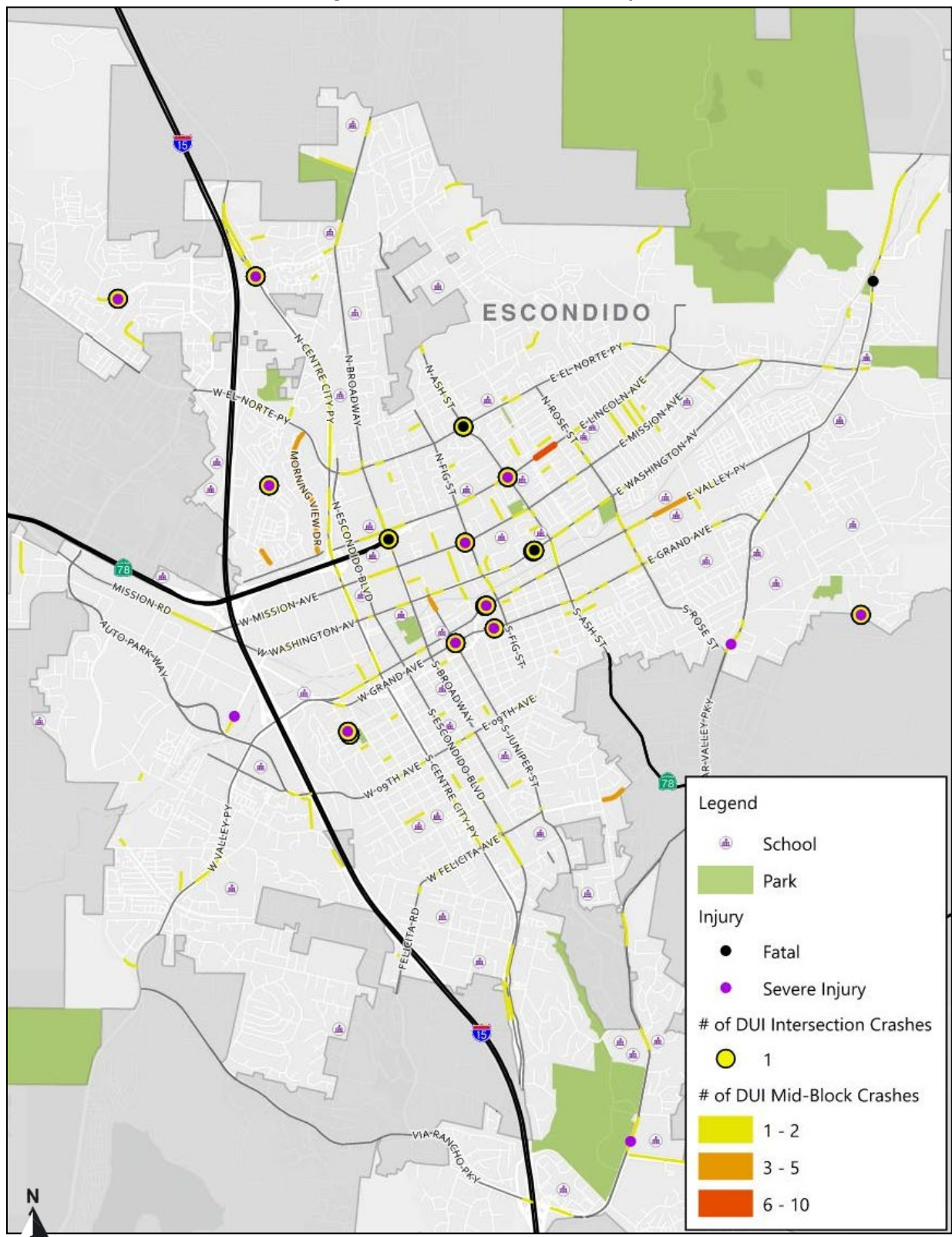


Figure 10: DUI Crash Location Map





### *Variation of Crash Causes Based on Non-Motorized Modes*

As discussed previously, the top three reported crash causes in the City of Escondido for all crashes over the past five years have been Unsafe Speed, Auto Right-of-Way Violations, and DUI. Since crash causes often vary by mode, **Table 15** summarizes the crash causes for pedestrian- and bicycle-involved collisions. As shown, pedestrian violation is the most reported cause of pedestrian-involved collisions. Pedestrian violations may include crossing against a “Don’t Walk” signal, crossing at mid-block (non-intersection/jaywalking), or interfering with traffic at controlled intersections by crossing at an inappropriate time. Additionally, Auto Right-of-Way Violations were the primary cause of bicycle-involved crashes. Motorists are required to yield right-of-way to bicyclists at intersections, however, the bicyclist may not be visible to the motorist resulting in a bicycle-involved collision.

**Table 15: Most Frequent Crash Causes by Mode**

Crash Cause	Percent of Pedestrian-Involved Crashes	Percent of Bicycle-Involved Crashes	Percent of All Reported Crashes
Pedestrian Violation	32%	1%	2%
Other Hazardous Movement	31%	3%	3%
Ped R/W Violation	8%	--	--
Improper Turning	6%	13%	12%
Auto R/W Violation	4%	21%	<b>19%</b>
Traffic Signals and Signs	3%	8%	13%
Driving Under Influence	2%	1%	17%
Unsafe Speed	2%	7%	20%
Wrong Side of Road	--	33%	2%

**Figure 11** shows the location, crash severity and cause of pedestrian-involved crashes throughout the City.

**Figure 12** shows the location, crash severity and cause of bicycle-involved crashes. As shown on both maps, Auto Right-of-Way Violation is the cause for pedestrian and bicycle involved crashes specifically along major corridors such as Mission Avenue, Washington Avenue, and Valley Parkway.

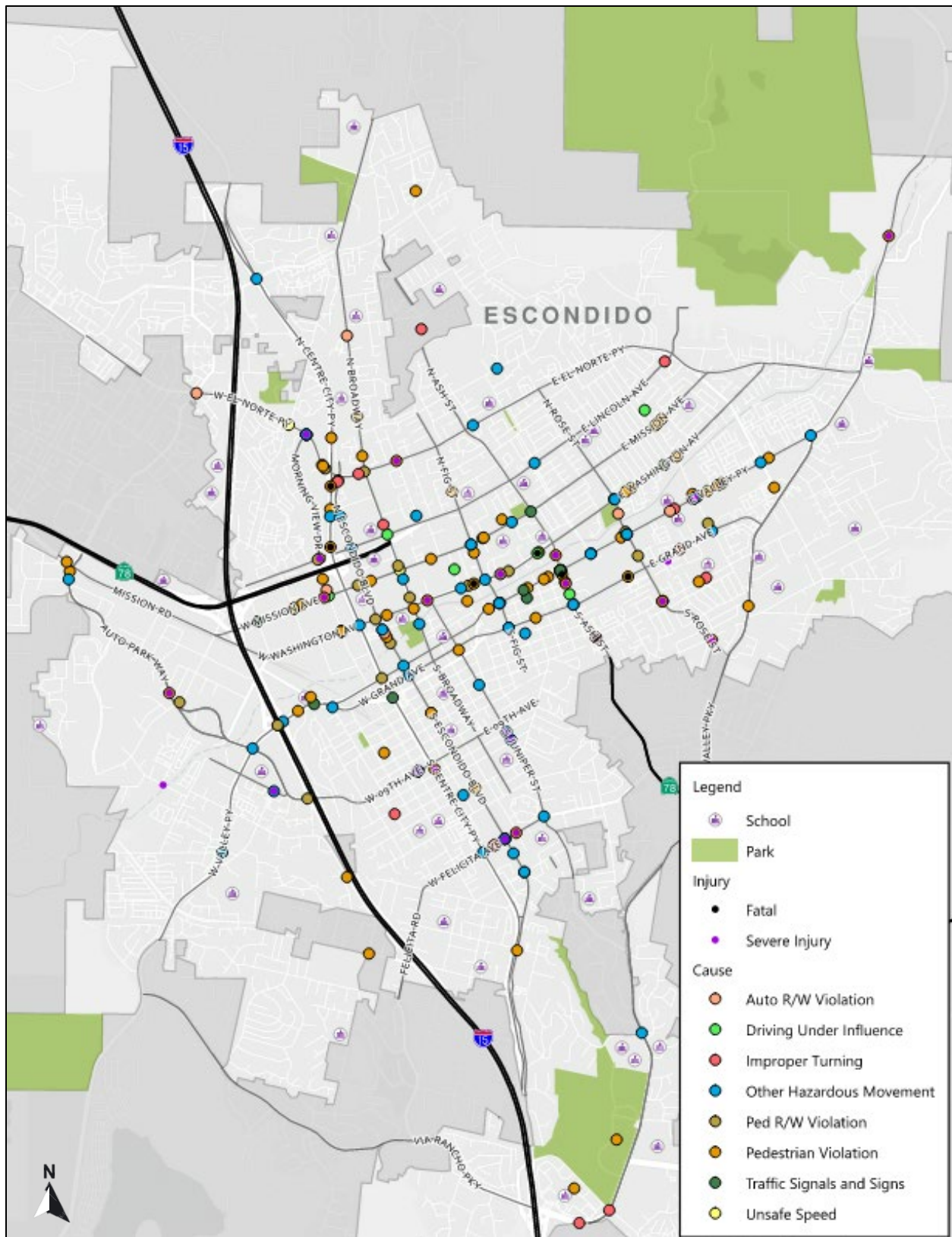




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Item 4.

Figure 11: Pedestrian Involved Crash Location Map





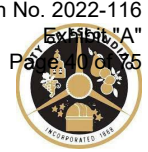
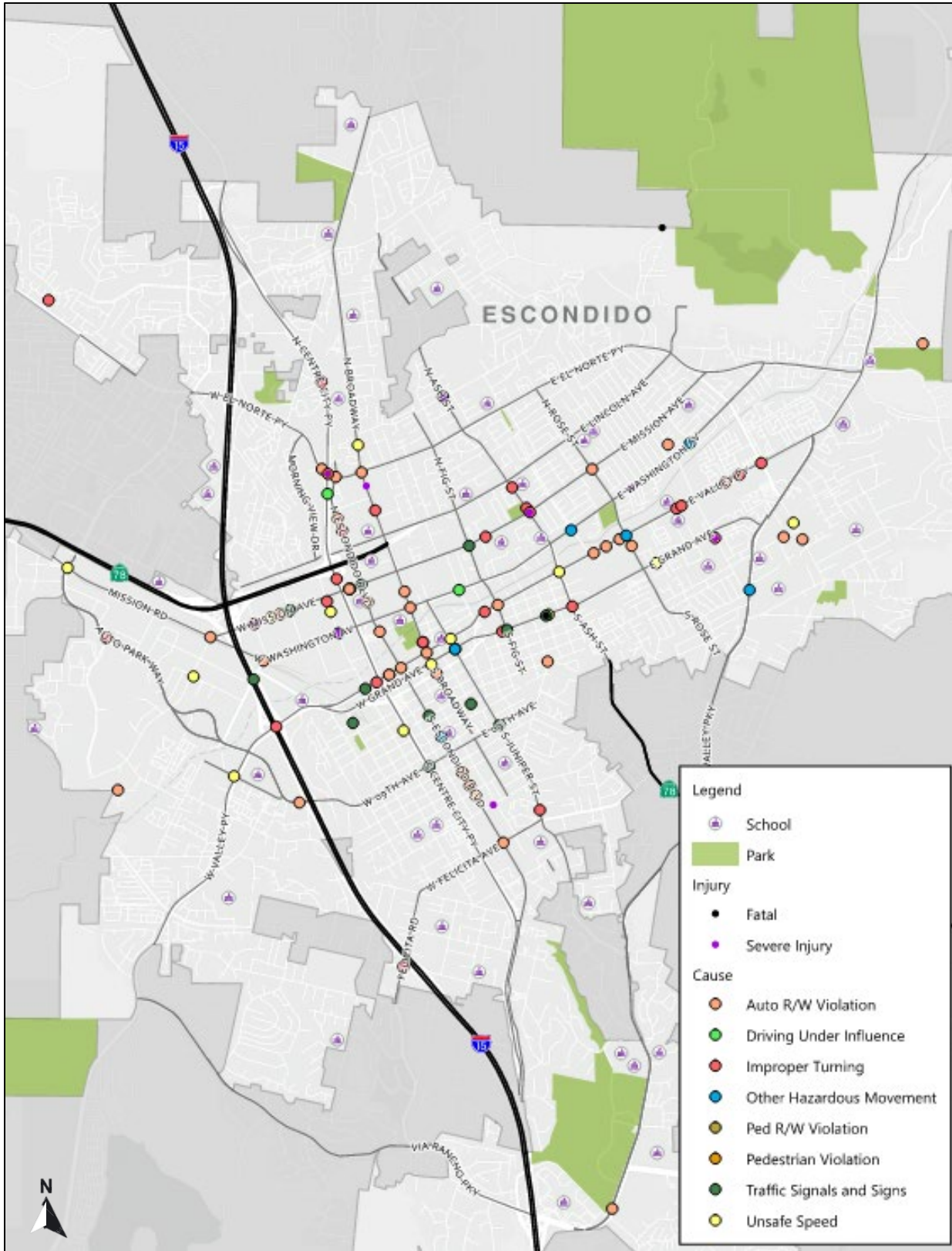
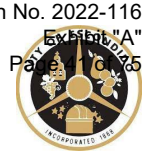


Figure 12: Bicycle Involved Crash Location Map





7.3. Crash Severity

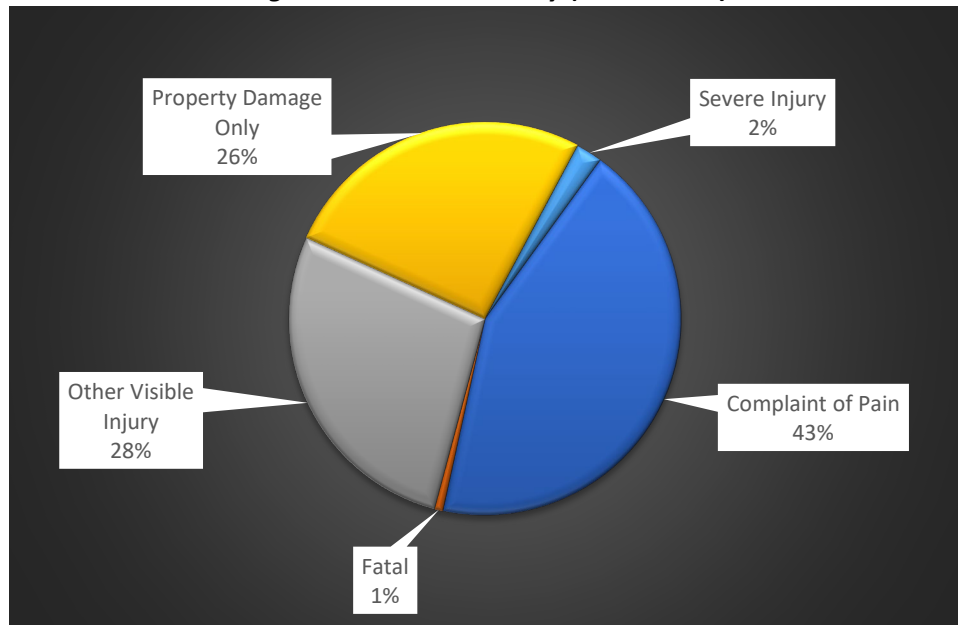
**Table 16** shows the summary of crash severity by year and **Figure 13** visually displays the crash severity for all crashes over the analysis period. Severe injuries include traumatic brain injuries, spinal cord injuries that result in partial or total paralysis, loss of an arm, leg, eyesight, or hearing and injuries that result in permanent damage to an organ or loss of function of an organ.

Of the total 4,332 reported crashes, 1% (33) resulted in fatalities, 2% (95) resulted in severe injury, 28% (1,210) resulted in other visible injury, and 43% (1,900) resulted in complaint of pain. Additionally, 26% (1,140) of crashes resulted in property damage only.

**Table 16: Crash Injury Types by Year**

Crash Severity Types	Year					Total	Percent
	2016	2017	2018	2019	2020		
Fatal	8	8	4	7	6	33	1%
Severe Injury	21	13	18	21	22	95	2%
Other Visible Injury	237	251	244	270	196	1,198	28%
Complaint of Pain	376	419	423	344	316	1,878	43%
Property Damage Only	192	212	217	257	250	1,128	26%
<b>Total</b>	<b>834</b>	<b>903</b>	<b>906</b>	<b>899</b>	<b>790</b>	<b>4,332</b>	<b>--</b>

**Figure 13: Crash Severity (All Crashes)**



**Table 17** below summarizes the types of object each motor vehicle crash was involved with by year and by crash severity (fatal crashes and severe injury crashes). As shown, most crashes involved another motor vehicle. While only 6% of all crashes involved a pedestrian, 30% of fatal crashes involved a pedestrian.

**Table 17: Motor Vehicle Involved With (Year 2016 to 2020)**

All Crashes							
Involved	Year					Total	Percent
	2016	2017	2018	2019	2020		
Other Motor Vehicle	566	593	608	587	489	2,843	66%
Parked Motor Vehicle	66	100	97	115	108	486	11%
Fixed Object	78	76	82	78	88	402	9%
Pedestrian	47	56	63	45	40	251	6%
Bicycle	45	40	36	43	27	191	4%
Non - Collision	8	11	10	14	22	65	2%
Other Object	13	13	7	5	8	46	1%
Motor Vehicle on Other Roadway	2	11	2	9	8	32	1%
Blank	9	2	1	2	0	14	0%
Animal	0	1	0	1	0	2	0%
<b>Total</b>	<b>834</b>	<b>903</b>	<b>906</b>	<b>899</b>	<b>790</b>	<b>4,332</b>	<b>---</b>
Fatal Crashes							
Involved	Year					Total	Percent
	2016	2017	2018	2019	2020		
Other Motor Vehicle	3	5	3	2	1	14	42%
Pedestrian	3	1	1	2	3	10	30%
Fixed Object	1	1	0	2	0	4	12%
Non - Collision	0	0	0	0	1	1	3%
Other Object	1	0	0	0	0	1	3%
Parked Motor Vehicle	0	1	0	0	0	1	3%
<b>Total</b>	<b>8</b>	<b>8</b>	<b>4</b>	<b>7</b>	<b>6</b>	<b>33</b>	<b>---</b>
Severe Injury Crashes							
Involved	Year					Total	Percent
	2016	2017	2018	2019	2020		
Other Motor Vehicle	11	8	10	5	6	40	42%
Pedestrian	4	3	4	7	7	25	26%
Fixed Object	3	2	1	3	3	12	13%
Bicycle	2	0	2	2	3	9	9%
Parked Motor Vehicle	1	0	1	4	1	7	7%
Non - Collision	0	0	0	0	2	2	2%
<b>Total</b>	<b>21</b>	<b>13</b>	<b>18</b>	<b>21</b>	<b>22</b>	<b>95</b>	<b>---</b>

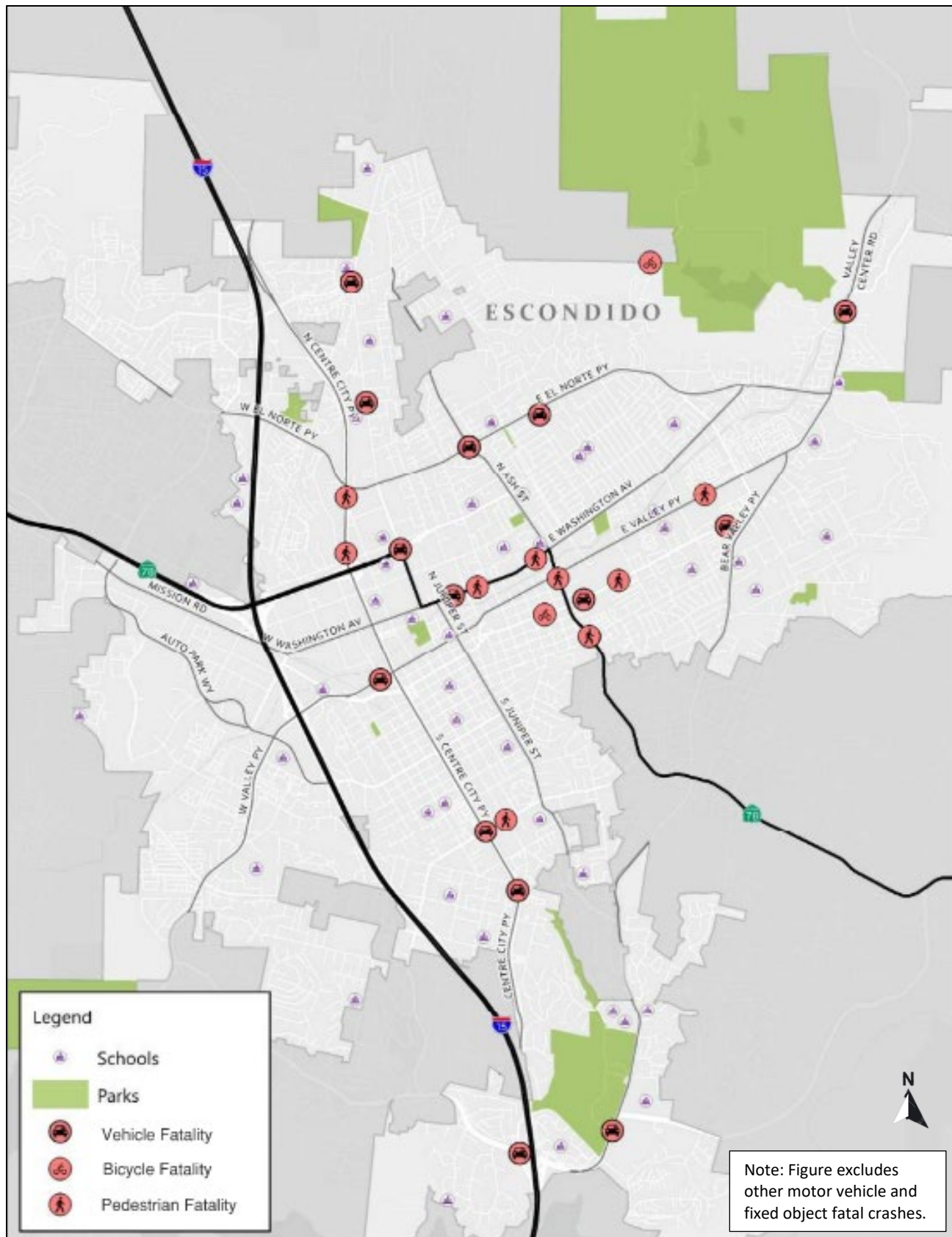
### 7.3.1. Crash Fatalities

Locations where crashes resulted in fatalities were examined further to determine any potential trends. **Figure 14** shows the location of the fatalities by travel mode (bicycle, pedestrian, and vehicle). Fatalities involving motor vehicles generally occurred along the following corridors: Washington Avenue from Juniper Street to Ash Street, Centre City Parkway from El Norte Parkway to Felicita Avenue, Ash Street from El Norte Parkway to Valley Parkway, and at intersections along Ash Street/San Pasqual Valley Road (SR-78).

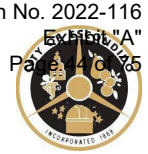
As shown, pedestrian fatalities occurred near the intersections of local roadways along Ash Street/San Pasqual Valley Road (SR-78) from Oak Hill Drive to Washington Avenue (3 pedestrian fatalities) and Centre City Parkway from Lincoln Parkway (SR-78) to El Norte Parkway (2 pedestrian fatalities).



Figure 14: Fatal Crashes by Mode



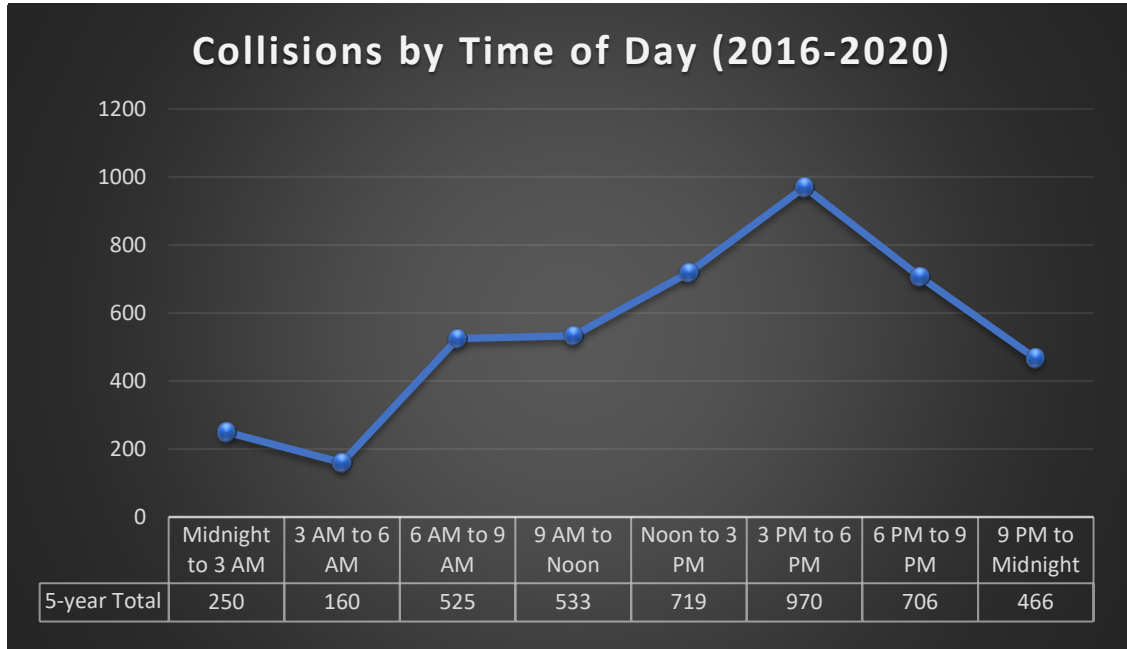




7.4. Time of Day Analysis

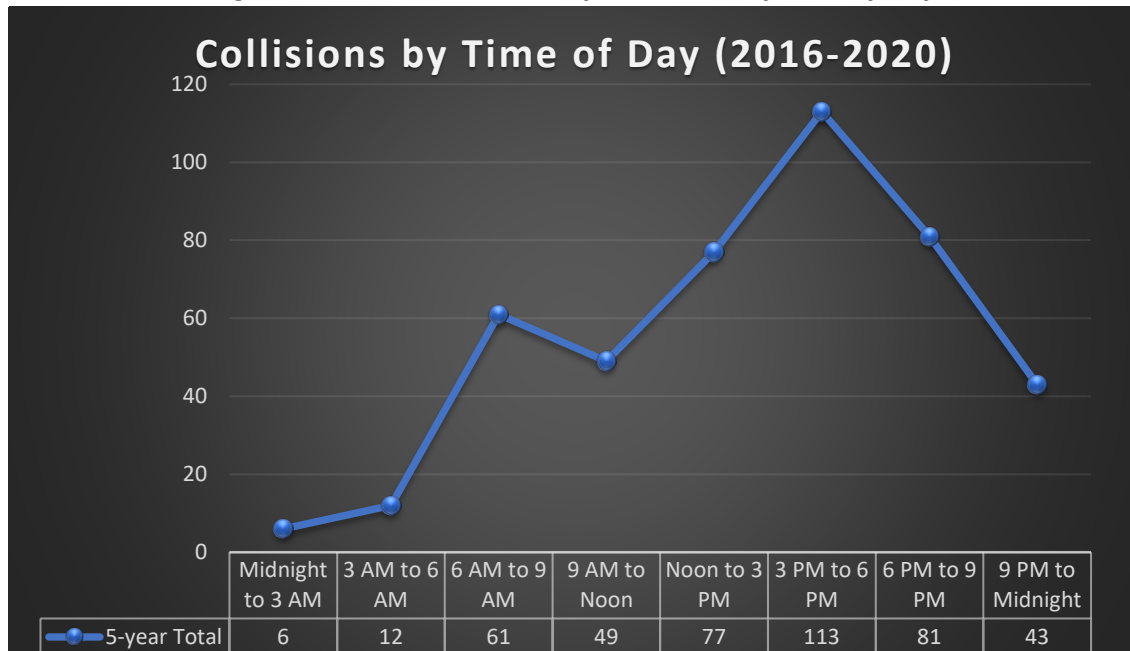
Figure 15 shows the breakdown of crashes by 3-hour time periods throughout the day. As would be expected, the period from 6 AM to 6 PM experienced the greatest number of crashes (970), as this time period is consistent with when most traffic occurs on local roads. A further breakdown shows that the highest number of crashes occurred during the 3-hour period from 3 PM to 6 PM. This is a somewhat expected finding since the evening peak commuting time periods generally fall between 3 PM and 6 PM.

Figure 15: All Crashes by Time of Day



Pedestrian and bicycle crashes are also most likely to occur from 3 PM to 6 PM, as shown in Figure 16.

Figure 16: Pedestrian and Bicycle Crashes by Time of Day





As shown in **Table 18**, the leading cause for pedestrian-involved crashes from 3 PM to 6 PM are pedestrian violations with 41%. For bicycle-involved crashes, the leading cause is bicyclists riding on the wrong side of the road (33%) and auto right-of-way violations (29%). Educational programs can be useful in reducing the number of pedestrian and bicycle involved crashes.

**Table 18: Most Frequent Crash Causes by Mode (3 PM to 6 PM)**

Crash Cause	Percent of Pedestrian-Involved Crashes	Percent of Bicycle-Involved Crashes	Percent of All Reported Crashes
Pedestrian Violation	41%	--	2%
Other Hazardous Movement	26%	--	3%
Ped R/W Violation	7%	--	--
Improper Turning	7%	9%	10%
Auto R/W Violation	3%	29%	<b>25%</b>
Traffic Signals and Signs	--	5%	10%
Driving Under Influence	2%	--	10%
Unsafe Speed	--	5%	25%
Wrong Side of Road	--	33%	3%

### 7.5. Bicycle and Pedestrian Crashes

Bicyclists and pedestrians are among the most vulnerable roadway users and are more likely to sustain severe injuries when involved in a collision with a motor vehicle. Understanding the cause, severity, and location of crashes involving these vulnerable roadway users is imperative to reducing the number of bicyclist and pedestrian fatalities and injuries on the City's roads. **Table 19** lists the top 10 intersections where the highest concentration of pedestrian and bicycle involved crashes occurred.

**Table 19: Most Common Pedestrian and Bicycle Involved Crash Locations**

	Intersection	Number of Crashes		
		Pedestrian	Bicycle	Total
1	Ash St & Valley Pkwy *	7	3	10
2	Midway Dr & Valley Pkwy	6	2	8
3	Valley Pkwy & Fig St	6	2	8
4	Valley Pkwy & Rose St	8	0	8
5	Mission Ave & Escondido Blvd	2	5	7
6	9th Ave & Quince St	4	2	6
7	Mission Ave & Quince St	4	2	6
8	El Norte Pkwy & Escondido Blvd	6	0	6
9	Escondido Blvd & Felicita Ave	1	4	5
10	Quince St & Washington Ave	2	3	5

\*Caltrans facility.

As shown in the Table 19, Ash Street at Valley Parkway is reported to have seven pedestrian-involved crashes and three bicycle-involved crashes which is the highest in the City. The shopping centers surrounding this intersection suggest increased pedestrian activity. Further analysis of reported bicycle and pedestrian crashes is presented in the subsequent sections below.



### 7.5.1. Pedestrian Involved Crashes

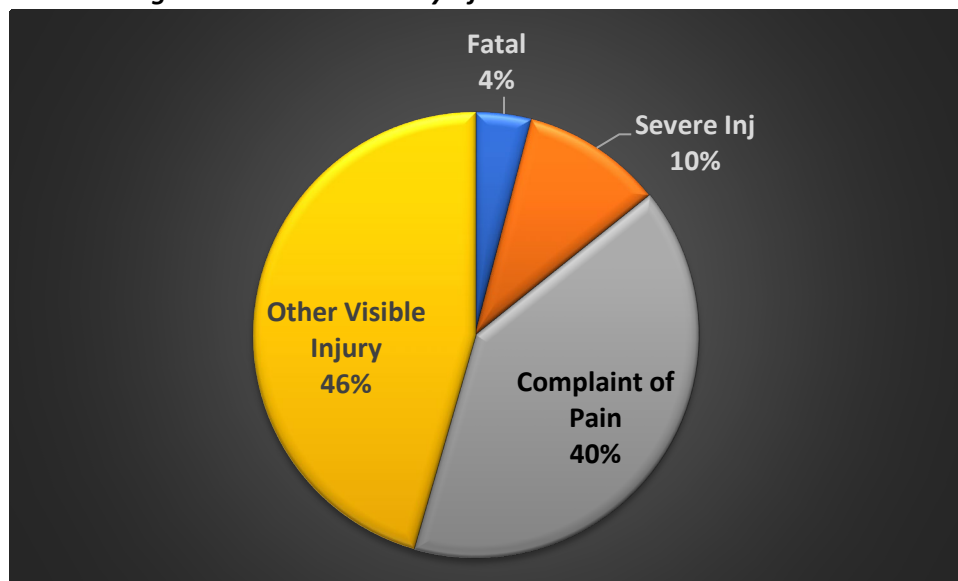
Within the five-year analysis period (January 2016 to December 2020), 251 pedestrian-involved crashes were reported, which included 9 fatal crashes (4%) and 25 severe injury crashes (10%). **Figure 17** shows the percentage of injury types for all pedestrian involved crashes during the analysis period.

Figure 14 shows the location of nine crashes that resulted in pedestrian fatalities during the study period. Two fatal crashes occurred along Centre City Parkway north of Mission Avenue, the SR-78 portion of Washington Avenue, and the SR-78 portion of Ash Street, totaling six fatal pedestrian-involved crashes. The remaining occurred along Valley Parkway, Felicita Avenue, and Grand Avenue. A total of 13 pedestrians were killed in these nine crashes.

In particular, two pedestrian fatalities occurred at Oak Hill Drive & San Pasqual Valley Road. According to the Crossroads data, one of the fatalities was due to a distracted driver causing the driver to run off the road hitting the pedestrian on the side of the road. The other pedestrian fatality at this location was due to the driver hitting the pedestrian in the road. Both of these crashes occurred at night.

One pedestrian fatality and two severe injuries involving pedestrians occurred at the intersection of Escondido Boulevard at Felicita Avenue. According to the Crossroads data, the pedestrian was fatally struck by a vehicle while crossing the intersection outside of the crosswalk. Two pedestrians were severely injured while crossing the same intersection in the crosswalk during the day. One pedestrian was hit by a driver making an eastbound to southbound right turn and the other pedestrian was hit by a driver making a westbound to southbound left-turn.

**Figure 17: Crash Severity of Pedestrian-Involved Crashes**



**Table 20** shows the percent of the identified pedestrian actions at crashes involving pedestrians. Reported pedestrian actions generally involved crossing in crosswalk while at the intersection (48%) or crossing the street not in a crosswalk (28%). Pedestrians crossing in a crosswalk at an intersection includes marked or unmarked crosswalks where curb ramps are provided on either side of the intersection. The “Not in Road” pedestrian action refers to pedestrians that are either on a sidewalk or on the shoulder when hit by a vehicle.



**Table 20: Pedestrian Actions**

Pedestrian Action	Count	Percent
Crossing in Crosswalk at Intersection	120	48%
Crossing Not in Crosswalk	71	28%
Not in Road	30	12%
In Road	26	10%
Crossing in Crosswalk Not at Intersection	4	2%

As previously discussed in **Section 2.2.2** of this document and shown below in **Table 21**, the three most common reported causes of pedestrian-involved crashes were pedestrian violation (32%), other hazardous movement (31%), and unknown (9%). “Unknown” indicates that the cause of the crash could not be determined by the reporting officer. A review of the crash reports for the “Unknown” crashes cause found that many of these are hit and runs or crashes that occurred at night.

**Table 21: Causes of Pedestrian-Involved Crashes**

Cause	Count	Percent
Pedestrian Violation	79	32%
Other Hazardous Movement	77	31%
Unknown	22	9%
Ped R/W Violation	21	8%
Improper Turning	15	6%
Auto R/W Violation	10	4%
Traffic Signals and Signs	8	3%
Driving Under Influence	6	2%
Unsafe Speed	4	2%
Unsafe Starting or Backing	5	2%

**Table 22** shows the breakdown of pedestrian-involved crashes by the age group of the pedestrian. As shown, the majority of pedestrians fall within the age of 15 to 64 years old (76%).

**Table 22: Pedestrian -Involved Crashes by Age Group**

Age Group of the Pedestrian	Count	Percent
Younger than 5 Years	2	1%
5-14 Years	29	11%
15-24 Years	55	22%
25-44 Years	72	28%
45-64 Years	65	26%
65-74 Years	19	8%
75 and older	11	4%

**Table 23** shows the breakdown of pedestrian-involved crashes by speed limit and severity. As shown, the majority of crashes at each severity level occur on roadways with a speed limit of 35 MPH.



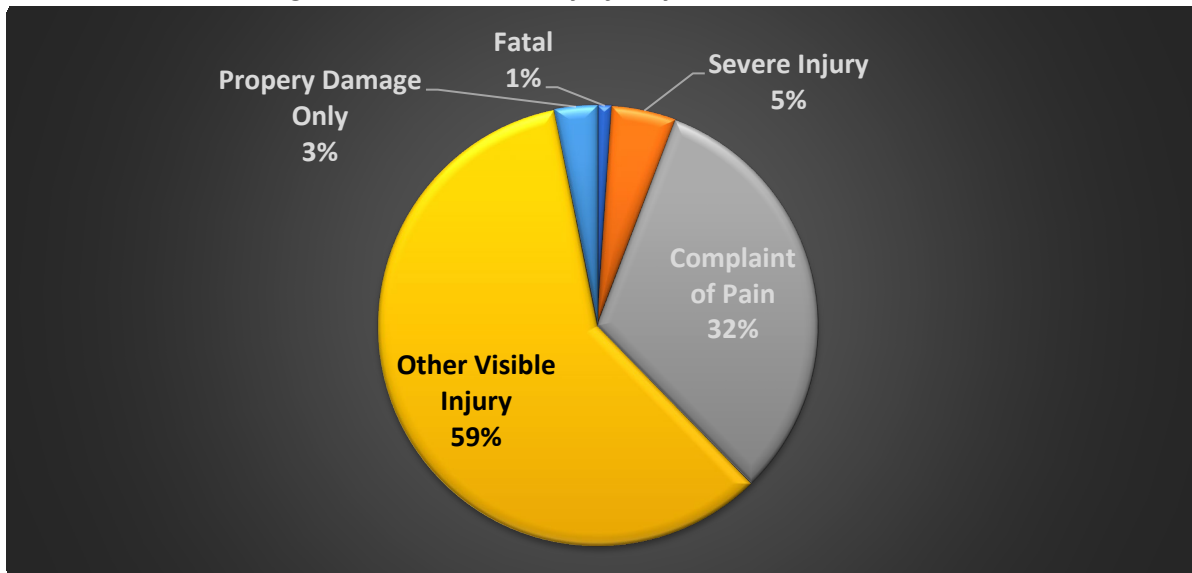
**Table 23: Pedestrian-Involved Crashes by Speed Limit and Severity**

Speed Limit	Severity					Total	Percent
	Complaint of Pain	Fatal	Other Visible Injury	Property Damage Only	Severe Injury		
35 MPH	56	4	71	5	11	147	59%
25 MPH	14	1	12		3	30	12%
45 MPH	10	3	11		1	25	10%
Other	8		7	2	2	19	8%
30 MPH	4		6		3	13	5%
65 MPH	2	2	2		1	7	3%
15 MPH	3	--	2	--	--	5	2%
40 MPH			1		3	4	2%
60 MPH	--	--	--	--	1	1	<1%

**7.5.2. Bicycle Involved Crashes**

During the analysis period, 191 bicycle-involved crashes were reported, of these crashes, two were fatalities (1%) and an additional 183 injuries (96%). **Figure 18** shows the injury types for all bicycle involved crashes during the analysis period.

**Figure 18: Crash Severity of Bicycle-Involved Crashes**



As discussed previously, the most common reported cause of bicycle-involved crashes was wrong side of road (33%) which could indicate cyclists riding on the wrong side of the road, auto right-of-way violation (21%) which refers to the motorist in a vehicle not yielding the right-of-way to the bicyclists, and improper turning (13%) referring to when the bicyclists does not use the appropriate turning signals (by hand) to turn left or right or change lanes. **Table 24** presents a list of all the bicycle-involved crash causes and the breakdown by percentage.

**Table 24: Bicycle-Involved Crash Cause**

Bicycle-Involved Crash Cause	Count	Percent
Wrong Side of Road	61	33%
Auto R/W Violation	39	21%
Improper Turning	25	13%
Traffic Signals and Signs	15	8%
Unsafe Speed	14	7%
Impeding Traffic	5	3%
Improper Passing	2	1%
Driving Under Influence	2	1%
Not Stated	2	1%
Other Hazardous Movement	6	3%
Other Improper Driving	3	2%
Other Than Driver	2	1%
Pedestrian Violation	1	1%
Unknown	8	4%
Unsafe Lane Change	1	1%
Unsafe Starting or Backing	1	1%

**Table 25** shows the breakdown of bicyclist-involved crashes by the age group of the bicyclist. As shown, the majority of bicyclists fall within the age of 15 to 64 years old accounting for 85% of the crashes. The age group with the highest percentage of bicycle-involved crashes were 45 to 64 years old (32%).

**Table 25: Bicyclist -Involved Crashes by Age Group**

Age Group of the Bicyclist	Count	Percent
Younger than 5 Years	0	0%
5-14 Years	13	6%
15-24 Years	50	23%
25-44 Years	66	30%
45-64 Years	70	32%
65-74 Years	19	9%
75 and older	1	0%



**Table 26** shows the breakdown of bicyclist-involved crashes by speed limit and severity. As shown, the majority of crashes at each severity level occur on roadways with a speed limit of 35 MPH.

**Table 26: Bicyclist-Involved Crashes by Speed Limit and Severity**

Speed Limit	Severity					Total	Percent
	Complaint of Pain	Fatal	Other Visible Injury	Property Damage Only	Severe Injury		
15 MPH	1	--	--	--	--	1	<1%
25 MPH	5	--	16	--	2	23	12%
30 MPH	4	--	9	--	--	13	7%
35 MPH	42	2	58	4	6	112	59%
40 MPH	1	--	2	--	--	3	2%
45 MPH	2	--	16	--	1	19	10%
50 MPH	--	--	1	--	--	1	<1%
65 MPH	1	--	3	1	--	5	3%
Other	5	--	8	1	--	14	7%

### 7.6. Hot Spot Locations - Intersections

Intersection 'hot spots' are identified as locations both with high crash frequency and severity of crashes. Hot spots were identified as the locations with both the greatest frequency and the greatest severity when compared to other crash locations. This was determined by reviewing the number of crashes at each intersection and assigning a cost associated with the severity of each crash consistent with Appendix D: Benefit/Cost Ratio Calculations, from the *Local Roadway Safety, A Manual for California's Local Road Owners* (Version 1.5, April 2020).

**Table 27** shows the cost assumptions utilized in the analysis. This process assigns a greater weight to crashes that resulted either in severe injuries or fatalities and a lower weight on crashes that resulted in property damage only.

**Table 27: Crash Costs**

Crash Severity	Location Type	Crash Cost
Fatal / Severe Injury	Signalized Intersection	\$ 1,590,000
	Non-Signalized Intersection	\$ 2,530,000
	Roadway	\$ 2,190,000
Other Visible Injury	All	\$ 142,300
Complaint of Pain	All	\$ 80,900
Property Damage Only	All	\$ 13,300

**Source:** *Local Roadway Safety, A Manual for California's Local Road Owners*, Appendix D (Version 1.5, April 2020)

The following tables also present crash rates for the top hot spot intersections. The crash rates are provided for information purposes as this metric is not a factor in the HSIP benefit/cost ratio evaluation or the HSIP application. The calculation of crash rates is a standard traffic engineering industry method used to normalize the total number of crashes at an intersection compared to the total volume of traffic. The equation to determine a crash rate is as follows:



$$\text{Crash Rate (per 1 Million Entering Vehicles)} = \frac{\text{Number of Crashes} \times 1,000,000}{\text{Traffic Volume Entering the Intersection Daily} \times 365 \text{ Days per Year} \times \text{Number of Years}}$$

In order to calculate the crash rates, the number of crashes for each corridor were obtained from the 5-year data set and the average daily traffic (ADT) volumes were obtained from a Travel Forecast Model prepared for the City of Escondido by the San Diego Association of Governments (SANDAG). The SANDAG model included ADT volumes from the base year 2012 and forecast year 2035. To estimate the year 2021 ADT volumes, a growth rate for each segment was calculated using the base 2012 ADT volumes and forecast 2035 ADT volumes and applied this growth rate to calculate the 2021 ADTs within the City.

**Tables 28-30** present a ‘filtering’ of the City’s Hot Spots, with Table 28 showing the top intersections, including Caltrans facilities, as well as intersections that have received improvements since the pre-determined crash analysis period of 2016 through 2020. **Table 29** extracts the Caltrans projects, and **Table 30** also extracts recently improved or near-term scheduled improvements. The point of this study and this ‘filtering’ is to show intersections that are the best candidates for HSIP funding, so this list doesn’t include projects that are not eligible.

**Table 28: Intersection Hot Spots**

Intersection		Number of Crashes						Intersection Control Type	Crash Cost	Crash Rate
		Fatal	Severe Injury	Other Visible Injury	Complaint of Pain	PDO	Total			
1	Centre City Pkwy & El Norte Pkwy	0	3	12	27	8	50	Signalized	\$8,768,300	0.54
2	Escondido Blvd & Felicita Rd	1	2	10	12	4	29	Signalized	\$7,217,000	0.42
3	Midway Dr & Valley Pkwy	0	3	8	12	10	33	Signalized	\$7,012,200	0.61
4	Centre City Pkwy & Escondido Blvd	1	1	11	14	0	27	Unsignalized	\$5,877,900	0.50
5	Quince St & Washington Ave	0	1	14	16	10	41	Signalized	\$5,009,600	0.90
6	Quince St & 9th Ave	0	2	7	7	4	20	Signalized	\$4,795,600	0.54
7	Valley Pkwy & Fig St	0	1	10	20	4	35	Signalized	\$4,684,200	0.87
8	Mission Ave & Fig St	0	1	10	16	5	32	Signalized	\$4,373,900	0.57
9	El Norte Pkwy & Ash St	2	0	5	4	1	12	Signalized	\$4,228,400	0.17
10	Centre City Pkwy & Valley Pkwy	0	1	8	16	4	29	Signalized	\$4,076,000	0.38
11	Mission Ave & Broadway St *	0	0	13	25	4	42	Signalized	\$3,925,600	0.47
12	Washington Ave & Rose St	0	0	13	25	3	41	Signalized	\$3,912,300	1.14

## Escondido Local Roadway Safety Plan (LRSP)



Item 4.

Intersection		Number of Crashes						Intersection Control Type	Crash Cost	Crash Rate
		Fatal	Severe Injury	Other Visible Injury	Complaint of Pain	PDO	Total			
13	Centre City Pkwy & Felicita Ave	1	0	6	16	5	28	Signalized	\$3,804,700	0.34
14	Centre City Pkwy & 9 <sup>th</sup> Ave	0	1	8	7	5	21	Signalized	\$3,361,200	0.28
15	Valley Pkwy & Quince St	1	0	8	7	4	20	Signalized	\$3,347,900	0.36
16	Mission Ave & Ash St	0	1	7	8	2	18	Signalized	\$3,259,900	0.35
17	Mission Ave & Metcalf St	0	1	3	15	1	20	Signalized	\$3,243,700	0.56
18	Morning View Dr & Lincoln Ave	0	1	2	3	2	8	Unsignalized	\$3,016,300	0.90
19	Centre City Pkwy & Iris Ln	0	1	6	6	2	15	Signalized	\$2,955,800	0.28
20	Morning View Dr & El Norte Pkwy	0	1	4	9	1	15	Signalized	\$2,900,600	0.30
21	Juniper St & 10 <sup>th</sup> Ave	0	1	1	2	2	6	Unsignalized	\$2,860,700	0.46
22	Grand Ave & Gayland St	0	1	1	2	1	5	Unsignalized	\$2,847,400	0.28
23	Broadway St & El Norte Pkwy	0	0	10	16	8	34	Signalized	\$2,823,800	0.35
24	Valley Pkwy & 9 <sup>th</sup> Ave	0	1	5	6	2	14	Signalized	\$2,813,500	0.21
25	Mission Ave & Quince St	0	1	4	7	6	18	Signalized	\$2,805,300	0.34
26	Washington Ave & Elm St (East) *	0	1	1	1	1	4	Unsignalized	\$2,766,500	0.12
27	Broadway St & Leslie Ln	1	0	1	0	1	3	Unsignalized	\$2,685,600	0.19
28	Juniper St & Grand Ave	0	1	4	6	2	13	Signalized	\$2,671,200	0.59
29	Mission Ave & Rock Springs Road	0	0	9	16	6	31	Signalized	\$2,654,900	0.66
30	El Norte Pkwy & Ivy St	0	1	0	1	1	3	Unsignalized	\$2,624,200	0.04
31	Centre City Pkwy & Country Club Ln	0	1	3	7	1	12	Signalized	\$2,596,500	0.18
32	Lincoln Ave & Harding St (East)	0	1	2	8	3	14	Unsignalized	\$2,561,700	0.39
33	Juniper St & 11 <sup>th</sup> Ave (North)	0	1	0	0	1	2	Unsignalized	\$2,543,300	0.15





Intersection		Number of Crashes						Intersection Control Type	Crash Cost	Crash Rate
		Fatal	Severe Injury	Other Visible Injury	Complaint of Pain	PDO	Total			
34	Mission Ave & Centre City Pkwy **	0	0	9	13	9	31	Signalized	\$2,452,100	0.28
35	Midway Dr & Grand Ave	0	1	1	7	6	15	Signalized	\$2,378,400	0.56
36	Escondido Blvd & Grand Ave	0	0	8	15	1	24	Signalized	\$2,365,200	0.93

Note: PDO = Property Damage Only

\*Caltrans facility.

**Table 29** adjusts the top 35 intersection hot spot locations by removing intersections that are Caltrans maintained facilities

**Table 29: Intersection Hot Spots (without Caltrans)**

Intersection		Number of Crashes						Intersection Control Type	Crash Cost	Crash Rate
		Fatal	Severe Injury	Other Visible Injury	Complaint of Pain	PDO	Total			
1	Centre City Pkwy & El Norte Pkwy	0	3	12	27	8	50	Signalized	\$8,768,300	0.54
2	Midway Dr & Valley Pkwy	0	3	8	12	10	33	Signalized	\$7,012,200	0.61
3	Centre City Pkwy & Escondido Blvd	1	1	11	14	0	27	Unsignalized	\$5,877,900	0.50
4	Quince St & Washington Ave	0	1	14	16	10	41	Signalized	\$5,009,600	0.90
5	Quince St & 9th Ave	0	2	7	7	4	20	Signalized	\$4,795,600	0.54
6	Valley Pkwy & Fig St	0	1	10	20	4	35	Signalized	\$4,684,200	0.87
7	Mission Ave & Fig St	0	1	10	16	5	32	Signalized	\$4,373,900	0.57
8	El Norte Pkwy & Ash St	2	0	5	4	1	12	Signalized	\$4,228,400	0.17
9	Centre City Pkwy & Valley Pkwy	0	1	8	16	4	29	Signalized	\$4,076,000	0.38
10	Washington Ave & Rose St	0	0	13	25	3	41	Signalized	\$3,912,300	1.14
11	Centre City Pkwy & Felicita Ave	1	0	6	16	5	28	Signalized	\$3,804,700	0.34
12	Centre City Pkwy & 9 <sup>th</sup> Ave	0	1	8	7	5	21	Signalized	\$3,361,200	0.28

## Escondido Local Roadway Safety Plan (LRSP)



Item 4.

Intersection		Number of Crashes						Intersection Control Type	Crash Cost	Crash Rate
		Fatal	Severe Injury	Other Visible Injury	Complaint of Pain	PDO	Total			
13	Valley Pkwy & Quince St	1	0	8	7	4	20	Signalized	\$3,347,900	0.36
14	Mission Ave & Ash St	0	1	7	8	2	18	Signalized	\$3,259,900	0.35
15	Mission Ave & Metcalf St	0	1	3	15	1	20	Signalized	\$3,243,700	0.56
16	Morning View Dr & Lincoln Ave	0	1	2	3	2	8	Unsignalized	\$3,016,300	0.90
17	Centre City Pkwy & Iris Ln	0	1	6	6	2	15	Signalized	\$2,955,800	0.28
18	Morning View Dr & El Norte Pkwy	0	1	4	9	1	15	Signalized	\$2,900,600	0.30
19	Juniper St & 10 <sup>th</sup> Ave	0	1	1	2	2	6	Unsignalized	\$2,860,700	0.46
20	Grand Ave & Gayland St	0	1	1	2	1	5	Unsignalized	\$2,847,400	0.28
21	Broadway & El Norte Pkwy	0	0	10	16	8	34	Signalized	\$2,823,800	0.35
22	Valley Pkwy & 9 <sup>th</sup> Ave	0	1	5	6	2	14	Signalized	\$2,813,500	0.21
23	Mission Ave & Quince St	0	1	4	7	6	18	Signalized	\$2,805,300	0.34
24	Broadway & Leslie Ln	1	0	1	0	1	3	Unsignalized	\$2,685,600	0.19
25	Juniper St & Grand Ave	0	1	4	6	2	13	Signalized	\$2,671,200	0.59
26	Mission Ave & Rock Springs Road	0	0	9	16	6	31	Signalized	\$2,654,900	0.66
27	El Norte Pkwy & Ivy St	0	1	0	1	1	3	Unsignalized	\$2,624,200	0.04
28	Centre City Pkwy & Country Club Ln	0	1	3	7	1	12	Signalized	\$2,596,500	0.18
29	Lincoln Ave & Harding St (East)	0	1	2	8	3	14	Unsignalized	\$2,561,700	0.39
30	Juniper St & 11 <sup>th</sup> Ave (North)	0	1	0	0	1	2	Unsignalized	\$2,543,300	0.15
31	Mission Ave & Centre City Pkwy	0	0	9	13	9	31	Signalized	\$2,452,100	0.28
32	Midway Dr & Grand Ave	0	1	1	7	6	15	Signalized	\$2,378,400	0.56
33	Escondido Blvd & Grand Ave	0	0	8	15	1	24	Signalized	\$2,365,200	0.93

Note: PDO = Property Damage Only

\*\* Recent improvements have been made at these locations



**Table 30** summarizes the top intersection hot spot locations, but without Caltrans facilities and intersections where the City has done certain improvements since 2020 (the last year of crash period examined) that would have improved the safety aspects of certain intersections or segments. The City also has projects scheduled, either as City projects or developer-funded projects, that will improve intersections to the point that the crash causal factors identified in the 2016-2020 period are no longer valid. We don't want these intersections to be within the list of HSIP-eligible intersection, since this represents locations most in need of safety funds to address crash causes from the 2016-20 time period.

**Table 30: Intersection Hot Spots (without Caltrans and recent/future improvements)**

Intersection		Number of Crashes						Intersection Control Type	Crash Cost	Crash Rate
		Fatal	Severe Injury	Other Visible Injury	Complaint of Pain	PDO	Total			
1	Centre City Pkwy & El Norte Pkwy	0	3	12	27	8	50	Signalized	\$8,768,300	0.54
2	Midway Dr & Valley Pkwy	0	3	8	12	10	33	Signalized	\$7,012,200	0.61
3	Centre City Pkwy & Escondido Blvd	1	1	11	14	0	27	Unsignalized	\$5,877,900	0.50
4	Quince St & Washington Ave	0	1	14	16	10	41	Signalized	\$5,009,600	0.90
5	Quince St & 9th Ave	0	2	7	7	4	20	Signalized	\$4,795,600	0.54
6	Valley Pkwy & Fig St	0	1	10	20	4	35	Signalized	\$4,684,200	0.87
7	Mission Ave & Fig St	0	1	10	16	5	32	Signalized	\$4,373,900	0.57
8	El Norte Pkwy & Ash St	2	0	5	4	1	12	Signalized	\$4,228,400	0.17
9	Centre City Pkwy & Valley Pkwy	0	1	8	16	4	29	Signalized	\$4,076,000	0.38
10	Washington Ave & Rose St	0	0	13	25	3	41	Signalized	\$3,912,300	1.14
11	Centre City Pkwy & Felicita Ave	1	0	6	16	5	28	Signalized	\$3,804,700	0.34
12	Centre City Pkwy & 9 <sup>th</sup> Ave	0	1	8	7	5	21	Signalized	\$3,361,200	0.28
13	Valley Pkwy & Quince St	1	0	8	7	4	20	Signalized	\$3,347,900	0.36
14	Mission Ave & Ash St	0	1	7	8	2	18	Signalized	\$3,259,900	0.35
15	Mission Ave & Metcalf St	0	1	3	15	1	20	Signalized	\$3,243,700	0.56



Intersection		Number of Crashes						Intersection Control Type	Crash Cost	Crash Rate
		Fatal	Severe Injury	Other Visible Injury	Complaint of Pain	PDO	Total			
16	Morning View Dr & Lincoln Ave	0	1	2	3	2	8	Unsignalized	\$3,016,300	0.90
17	Centre City Pkwy & Iris Ln	0	1	6	6	2	15	Signalized	\$2,955,800	0.28
18	Morning View Dr & El Norte Pkwy	0	1	4	9	1	15	Signalized	\$2,900,600	0.30
19	Juniper St & 10 <sup>th</sup> Ave	0	1	1	2	2	6	Unsignalized	\$2,860,700	0.46
20	Grand Ave & Gayland St	0	1	1	2	1	5	Unsignalized	\$2,847,400	0.28
21	Broadway & El Norte Pkwy	0	0	10	16	8	34	Signalized	\$2,823,800	0.35
22	Valley Pkwy & 9 <sup>th</sup> Ave	0	1	5	6	2	14	Signalized	\$2,813,500	0.21
23	Mission Ave & Quince St	0	1	4	7	6	18	Signalized	\$2,805,300	0.34
24	Juniper St & Grand Ave	0	1	4	6	2	13	Signalized	\$2,671,200	0.59
25	Mission Ave & Rock Springs Road	0	0	9	16	6	31	Signalized	\$2,654,900	0.66
26	El Norte Pkwy & Ivy St	0	1	0	1	1	3	Unsignalized	\$2,624,200	0.04
27	Centre City Pkwy & Country Club Ln	0	1	3	7	1	12	Signalized	\$2,596,500	0.18
28	Lincoln Ave & Harding St (East)	0	1	2	8	3	14	Unsignalized	\$2,561,700	0.39
29	Juniper St & 11 <sup>th</sup> Ave (North)	0	1	0	0	1	2	Unsignalized	\$2,543,300	0.15
30	Midway Dr & Grand Ave	0	1	1	7	6	15	Signalized	\$2,378,400	0.56
31	Escondido Blvd & Grand Ave	0	0	8	15	1	24	Signalized	\$2,365,200	0.93

Note: PDO = Property Damage Only

The project team will determine which of these hot spot locations and crash data would be eligible for HSIP funding based on the current crash trends and the appropriate countermeasures to address the given safety concern. Locations with prior HSIP funding are identified in **Table 28** and discussed further in **Section 5** of this report.



## 7.7. Hot Spot Locations - Corridors

The following hot spot corridors have been identified previously during the review of the top 10 mid-block crash location map (Figure 2) as listed in **Tables 31 & 32** from highest to lowest number of crashes. Roadway segments with the same number of crashes were then ordered by the higher crash rate provided in Section 7.8.

**Table 31: Mid-Block Segment Hot Spots (with Caltrans)**

#	Roadway	From	To	Total Crashes
1	Morning View Dr	El Norte Pkwy	Lincoln Ave	29
2	Valley Pkwy	Rose St	Midway Dr	29
3	Valley Pkwy	Midway Dr	Quarry Glen Ln	19
4	Valley Center Road	Lake Wohlford Road	Northern City Limits	13
5	* <a href="#">Broadway</a>	<a href="#">Crest St</a>	<a href="#">Mission Ave</a>	12
6	El Norte Pkwy	Morning View Dr	Las Villas Way	12
7	Valley Pkwy	Harding St	Rose St	11
8	Mission Ave	Metcalf St	Rock Springs Road	10
9	Washington Ave	Escondido Blvd	Broadway	10
10	Centre City Pkwy	Mission Ave	Washington Ave	9

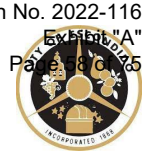
\* Caltrans facility

**Table 32: Mid-Block Segment Hot Spots (no Caltrans)**

#	Roadway	From	To	Total Crashes
1	Morning View Dr	El Norte Pkwy	Lincoln Ave	29
2	Valley Pkwy	Rose St	Midway Dr	29
3	Valley Pkwy	Midway Dr	Quarry Glen Ln	19
4	Valley Center Rd	Lake Wohlford Rd	Northern City Limits	13
5	El Norte Pkwy	Morning View Dr	Las Villas Way	12
6	Valley Pkwy	Harding St	Rose St	11
7	Mission Ave	Metcalf St	Rock Springs Road	10
8	Washington Ave	Escondido Blvd	Broadway	10
9	Centre City Pkwy	Mission Ave	Washington Ave	9
10	Grand Ave*	Midway Dr	Rose St	35

\*Grand Ave total includes all crashes in the segment from Rose Street to Midway Drive (1/2 mile)

These ten corridors were further examined by calculating average crash rates and comparing those crash rates to those rates for similar facilities.



## 7.8. Roadway Segment Crash Rate Analysis

The calculation of crash rates is a standard traffic engineering industry method used to determine the relative safety of a roadway segment by accounting for the exposure to traffic volumes and length of the segment. The equation to determine a crash rate is as follows:

$$\text{Crash Rate (per 1 Million Vehicle Miles Traveled)} = \frac{\text{Number of Crashes} \times 1,000,000}{\text{Average Daily Traffic Volume} \times 365 \text{ Days per Year} \times \text{Number of Years} \times \text{Length of Roadway Segment}}$$

In order to calculate the crash rates, the number of crashes for each corridor were obtained from the January 2016 to December 31, 2020 data set and the average daily traffic (ADT) volumes were obtained from a Travel Forecast Model prepared for the City of Escondido by the San Diego Association of Governments (SANDAG). The SANDAG model included ADT volumes from the base year 2012 and forecast year 2035. To estimate the year 2021 ADT volumes, a growth rate for each segment was calculated using the base 2012 ADT volumes and forecast 2035 ADT volumes and applied this growth rate to calculate the 2021 ADTs within the City. The length of the segment in miles was also utilized to calculate the crash rate per million vehicle miles traveled. The crash rates calculated for each corridor were compared to data obtained from the Caltrans *2018 Crash Data on California State Highways*, specifically the year 2018 data for District 11 roadways that are categorized into roadway cross-section types. The Caltrans' average crash rates utilized in this analysis are as follows:

- 2 and 3 lane roadways = 0.73
- 4+ lane undivided roadways = 1.01
- 4+ lane divided roadways = 1.03

**Table 33** summarizes the crash rate calculations. As shown, the calculated crash rates for eight of the ten hot spot locations were greater than the crash rates for similar facilities within District 11 (San Diego County).





Escondido Local Roadway Safety Plan (LRSP)

Item 4.

**Table 33: Roadway Segment Crash Rate Analysis**

Roadway	From	To	Length of Segment (miles)	Average Daily Traffic Volume	No. of Years of Data	No. of Crashes	Crash Rate (1)	Average Crash Rate for Similar Facilities (2)	Rate / Average
Morning View Dr	El Norte Pkwy	Lincoln Ave	0.87	5,200	5	29	3.51	0.73	4.81
Valley Pkwy	Rose St	Midway Dr	0.51	19,800	5	29	0.84	1.03	0.82
Valley Pkwy	Midway Dr	Quarry Glen Ln	0.22	22,100	5	19	2.14	1.03	2.08
Valley Center Road	Lake Wohlford Road	Northern City Limits	0.84	38,700	5	13	0.22	1.03	0.21
*Broadway	Crest St	Mission Ave	0.09	27,800	5	12	2.63	1.01	2.60
El Norte Pkwy	Morning View Dr	Las Villas Way	0.22	22,300	5	12	1.34	1.03	1.30
Valley Pkwy	Harding St	Rose St	0.27	18,100	5	11	1.23	1.03	1.20
Mission Ave	Metcalf St	Rock Springs Road	0.25	11,100	5	10	1.97	1.03	1.92
Washington Ave	Escondido Blvd	Broadway	0.25	16,000	5	10	1.37	1.03	1.33
Centre City Pkwy	Mission Ave	Washington Ave	0.23	24,500	5	9	0.88	1.03	0.85

- (1) Crashes per Million Vehicle Miles Traveled
- (2) Source: Caltrans 2018 Crash Data on California State Highways; District 11 Rates (2018) in Million Vehicle Miles. Crash rates for similar facilities are based on California District 11 average rates for 2/3 lane (2/3 Ln), 4+ lane undivided (4 + Und), 4+ lane divided (4 + Div) facilities.
- (3) Crash rates greater than the statewide average are highlighted in blue.
- \* Caltrans facility



## 8. Emphasis Areas & Countermeasures

### 8.1. Emphasis Areas

The City's LRSP is a tool that is intended to assist City staff in most effectively focusing education, enforcement, engineering, and emergency response resources towards the highest priority systemic and location specific crash trends for safety improvements. The crash data combined with professional engineering judgement was used to identify applicable safety projects that have a definite and measurable safety benefit. Using the crash data described in the previous section of this report and input from the Stakeholders, Michael Baker and City staff identified three (3) major emphasis areas for the City. **Table 31** presents the three emphasis areas along with performance measures and strategies to improve safety. DUIs are not considered in the evaluation of safety improvements but are included in the non-engineering emphasis areas such as Enforcement and Education.

*Caltrans LRSP process was followed in order to compete for grant funding that will help address roadway safety needs throughout the City.*

### 8.2. Countermeasures

Based on a thorough review of the crash types and causes at each of the top 35 intersections and top 10 roadway segments with the highest concentration of crashes, the project team selected appropriate countermeasures to reduce the likelihood of future crashes. The *Local Roadway Safety, A Manual for California's Local Road Owners*, (Version 1.5, April 2020) prepared by Caltrans, with support from FHWA and SafeTREC, was used as a guide for selecting countermeasures and corresponding Crash Reduction Factors (CRF) for this LRSP. CRF's represent the proportion of crashes that are expected to be eliminated from a location as a result of receiving a specific safety improvement i.e. specific countermeasure.

Caltrans' *Local Roadway Safety Manual* provides a list of countermeasures that are sorted into 3 categories: Signalized Intersections, Non-Signalized Intersections, and Roadway Segments. Pedestrian and bicycle-related countermeasures have been included in each of these categories. Caltrans has established key requirements and procedures for projects to allow agencies maximum flexibility in combining countermeasures and locations into a single project, while ensuring all projects can be consistently ranked on a statewide basis.

- 1.) A maximum of three (3) individual countermeasures can be utilized in the Benefit / Cost (B/C) ratio for a project.
- 2.) If the project involves multiple locations, the locations must have the same safety improvements and thus exactly the same countermeasures.
- 3.) If a project selects to install a traffic signal i.e. countermeasure NS03 at a location, additional countermeasures cannot be utilized in the B/C ratio calculation for the project.

In this LRSP, a total of ten (10) projects have been identified for HSIP funding. The ten different projects along with the countermeasures, locations, project costs, benefit costs, and B/C ratios associated with each project are provided on the following pages. The combination of countermeasures that were selected for each project and location was selected to provide the most competitive applications for HSIP grant funding. **Table 34** provides a list of the top 35 intersections with the corresponding project. Projects were evaluated for the top 10 roadway segments with the highest volume of crashes but were ultimately removed from the list of projects to pursue HSIP grant funding due to low B/C ratios.



Escondido Local Roadway Safety Plan (LRSP)

Item 4.

**Table 34: LRSP Emphasis Areas**

Emphasis Area	General Targets	Recommended Strategies	Projects
<b>Improve Intersection Safety</b>	1.) Reduce annual intersection-related fatalities from 6 in Year 2020 to 3 or fewer in Year 2035 (a 50-percent reduction). 2.) Reduce annual intersection-related serious injuries from 22 in Year 2020 to 16 or fewer in Year 2035 (a 25-percent reduction).	1.) Reduce the number of conflict points and provide better guidance for motorists at intersections. 2.) Develop a system to track and evaluate countermeasure effectiveness at high-crash intersections. 3.) Create intersection safety checklists for existing conditions and new design.	<b>Project 3:</b> Add Left Turn Phasing & Marked Pedestrian Crossings (Signalized) <b>Project 5:</b> Install Traffic Signal (Unsignalized)
<b>Increase Non-Motorized Road User Safety</b>	1.) Reduce annual pedestrian-related fatalities and serious injuries from 10 (3 fatalities and 7 serious injuries) in Year 2020 to fewer than 7 in Year 2035 (a 30-percent reduction). 2.) Reduce annual bicycle-related serious injuries from 3 in Year 2020 to 1 or 0 in Year 2035 (a 33-percent reduction).	1.) Conduct periodic roadway safety assessments of locations with growing traffic and pedestrian/bicycle volumes and locations at greatest risk for pedestrian/bicycle fatalities and injuries and share information with other local partners. 2.) Implement effective countermeasures for problem areas as determined by roadway safety assessments. 3.) Conduct public education and outreach to motorists to raise awareness of pedestrian and bicyclist safety needs.	<b>Project 1:</b> Add Pedestrian Countdown Head & Lead Pedestrian Interval (Signalized) <b>Project 2:</b> Add Left Turn Phasing & Lead Pedestrian Interval (Signalized) <b>Project 4:</b> New Marked Pedestrian Crossings with Rectangular Rapid Flashing Beacons (Unsignalized) <b>Project 6:</b> Improve Pedestrian Crossing Safety
<b>Speed Management</b>	1.) Reduce annual crashes related to Unsafe Speed from 131 in Year 2020 to 98 or fewer in Year 2035 (a 25-percent reduction). 2.) Reduce the 85 <sup>th</sup> percentile speeds on Arterials and Collectors throughout the City by 5 MPH or more in Year 2035	1.) Change the driving culture by conducting and supporting public education and outreach activities that elevate the awareness of the dangers of aggressive driving. 2.) Communicate the factors associated with aggressive driving to the transportation engineering and planning communities. 3.) Increase enforcement targeting aggressive driving.	<b>Project 5:</b> Install Traffic Signal (Unsignalized)



**PROJECT #1: Add Pedestrian Countdown Signal Head & Lead Pedestrian Interval**

**Countermeasures:**

	<b>S02</b>	<b>S17PB</b>	<b>S21PB</b>
	Improve signal hardware: lenses, back plates with retroreflective borders, mounting and number.	Install pedestrian countdown signal heads.	Modify signal phasing to implement a leading pedestrian interval.
<i>Crash Reduction Factor</i>	15%	25%	25%
<i>Expected Life</i>	10 years	20 years	10 years
<i>HSIP Funding Eligibility</i>	100%	100%	100%

**Signalized Intersection Locations:**

- |                                      |   |
|--------------------------------------|---|
| 1.) Centre City Pkwy & El Norte Pkwy | 7.) El Norte Pkwy & Broadway            |
| 2.) Midway Dr & Valley Pkwy          | 8.) Valley Pkwy & 9 <sup>th</sup> Ave   |
| 3.) Centre City Pkwy & Valley Pkwy   | 9.) Mission Ave & Quince St             |
| 4.) Centre City Pkwy & Felicita Ave  | 10.) Grand Ave & Juniper St             |
| 5.) Valley Pkwy & Quince St          | 11.) Centre City Pkwy & Country Club Ln |
| 6.) Mission Ave & Ash St             | 12.) Midway Dr & Grand Ave              |

<b>Total Expected Benefit (B):</b>	<b>Total Project Cost (C):</b>	<b>Benefit Cost Ratio (B/C):</b>
<b>\$24,042,479</b>	<b>\$573,400</b>	<b>41.93</b>



**Centre City Pkwy & El Norte Pkwy**



**Midway Dr & Valley Pkwy**





**PROJECT #2: Add Left Turn Phasing & Lead Pedestrian Interval**

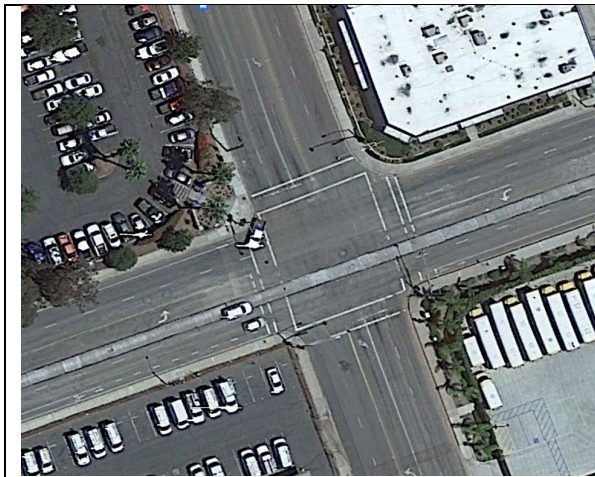
**Countermeasures:**

	<b>S02</b>	<b>S07</b>	<b>S21PB</b>
	Improve signal hardware: lenses, back plates with retroreflective borders, mounting and number.	Provide protected left-turn phase (where left-turn lane already exists).	Modify signal phasing to implement a leading pedestrian interval.
<i>Crash Reduction Factor</i>	15%	30%	60%
<i>Expected Life</i>	10 years	20 years	10 years
<i>HSIP Funding Eligibility</i>	100%	100%	100%

**Signalized Intersection Locations:**

- 1.) Washington Ave & Quince St
- 2.) Mission Ave & Fig St
- 3.) Washington Ave & Rose St
- 4.) Centre City Pkwy & 9<sup>th</sup> Ave

<b>Total Expected Benefit (B):</b>	<b>Total Project Cost (C):</b>	<b>Benefit Cost Ratio (B/C):</b>
<b>\$26,379,896</b>	<b>\$1,179,600</b>	<b>22.36</b>



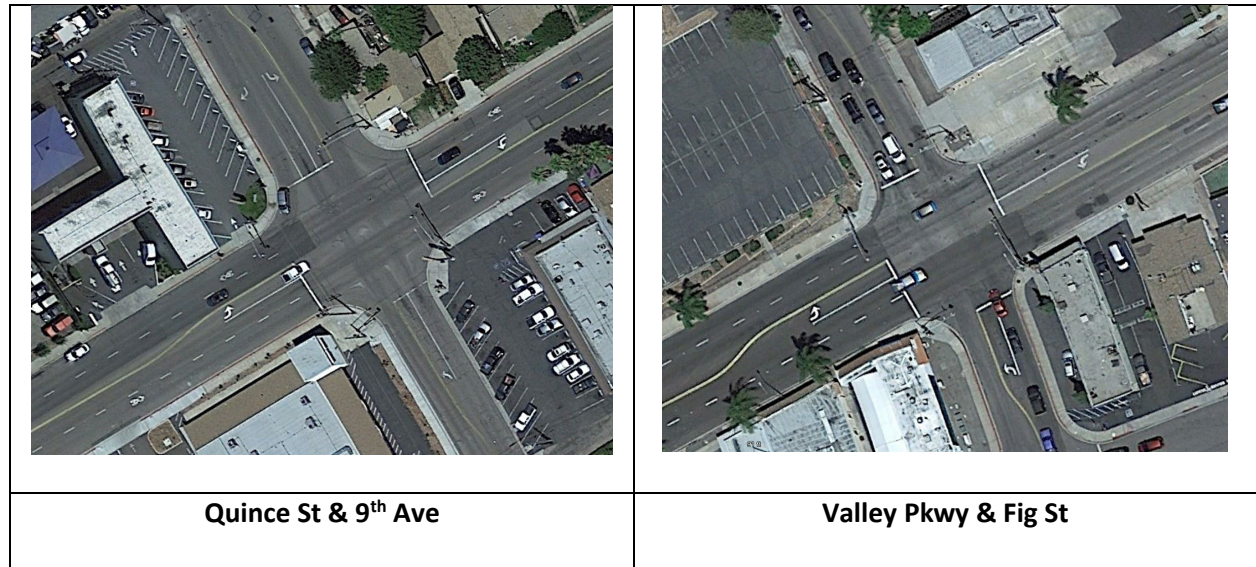
**Washington Ave & Quince St**



**Mission Ave & Fig St**



<b>PROJECT #3: Add Left Turn Phasing &amp; Marked Pedestrian Crossings</b>			
<b>Countermeasures:</b>			
	<b>S02</b>	<b>S07</b>	<b>S18PB</b>
	Improve signal hardware: lenses, back plates with retroreflective borders, mounting and number.	Provide protected left-turn phase (where left-turn lane already exists).	Install pedestrian crossing.
<i>Crash Reduction Factor</i>	15%	30%	60%
<i>Expected Life</i>	10 years	20 years	10 years
<i>HSIP Funding Eligibility</i>	100%	100%	100%
<b>Signalized Intersection Locations:</b>			
1.) Quince St & 9th Ave	4.) Centre City Pkwy & Iris Ln	5.) Mission Ave & Rock Springs Road	6.) Escondido Blvd & Grand Ave
2.) Valley Pkwy & Fig St			
3.) Mission Ave & Metcalf St			
<b>Total Expected Benefit (B):</b>	<b>Total Project Cost (C):</b>	<b>Benefit Cost Ratio (B/C):</b>	
<b>\$35,985,917</b>	<b>\$1,968,400</b>	<b>18.28</b>	







<b>PROJECT #4: Add Leading Ped Interval &amp; Marked Pedestrian Crossings</b>			
<b>Countermeasures:</b>			
	<b>S02</b>	<b>S21PB</b>	<b>S18PB</b>
	Improve signal hardware: lenses, back plates with retroreflective borders, mounting and number.	Modify signal phasing to implement Leading Ped Interval	Install pedestrian crossing.
<i>Crash Reduction Factor</i>	15%	60%	60%
<i>Expected Life</i>	10 years	10 years	10 years
<i>HSIP Funding Eligibility</i>	100%	100%	100%
<b>Signalized Intersection Locations:</b>			
1.) El Norte Pkwy & Ash St 2.) El Norte Pkwy & Morning View Dr			
<b>Total Expected Benefit (B):</b>	<b>Total Project Cost (C):</b>		<b>Benefit Cost Ratio (B/C):</b>
<b>\$4,847,240</b>	<b>\$153,300</b>		<b>31.62</b>

<b>PROJECT #5: Install Traffic Signal*</b>		
<b>Countermeasures:</b>		
	<b>NS03</b>	
	Install traffic signal.	
Crash Reduction Factor	30%	
Expected Life	20 years	
HSIP Funding Eligibility	100%	
<b>Unsignalized Intersection Locations:</b>		
<ul style="list-style-type: none"> <li>• Centre City Pkwy &amp; Escondido Blvd</li> <li>• <u>Centre City Pkwy &amp; Brotherton Rd</u></li> </ul>		
Total Expected Benefit (B):	Total Project Cost (C):	Benefit Cost Ratio (B/C):
<b>\$9,327,800</b>	<b>\$1,500,000</b>	<b>6.22</b>



\*New traffic signal at Centre City Pkwy & Brotherton Rd with modifications to geometry at Centre City Pkwy & Escondido Blvd.



### PROJECT #6: Install Pedestrian Crossing Safety Improvements

#### Countermeasures:

- S17PB Install pedestrian countdown signal heads
- S18PB Install pedestrian crossing
- NS19PB Install raised medians
- NS20PB Install pedestrian crossing at uncontrolled locations (new signs & markings only)
- NS21PB Install/upgrade pedestrian crossing at uncontrolled locations (w/enhanced safety features)
- NS22PB Install Rectangular Rapid Flashing Beacon (RRFB)
- NS23PB Install Pedestrian Signal (including Pedestrian Hybrid Beacon (HAWK))
- R08 Install raised median
- R32PB Install bike lanes
- R33PB Install Separated Bike Lanes
- R34PB Install sidewalk/pathway (to avoid walking along roadway)
- R35PB Install/upgrade pedestrian crossing (with enhanced safety features)
- R36PB Install raised pedestrian crossing
- R37PB Install Rectangular Rapid Flashing Beacon (RRFB)
- **Other**

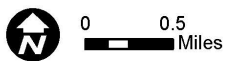
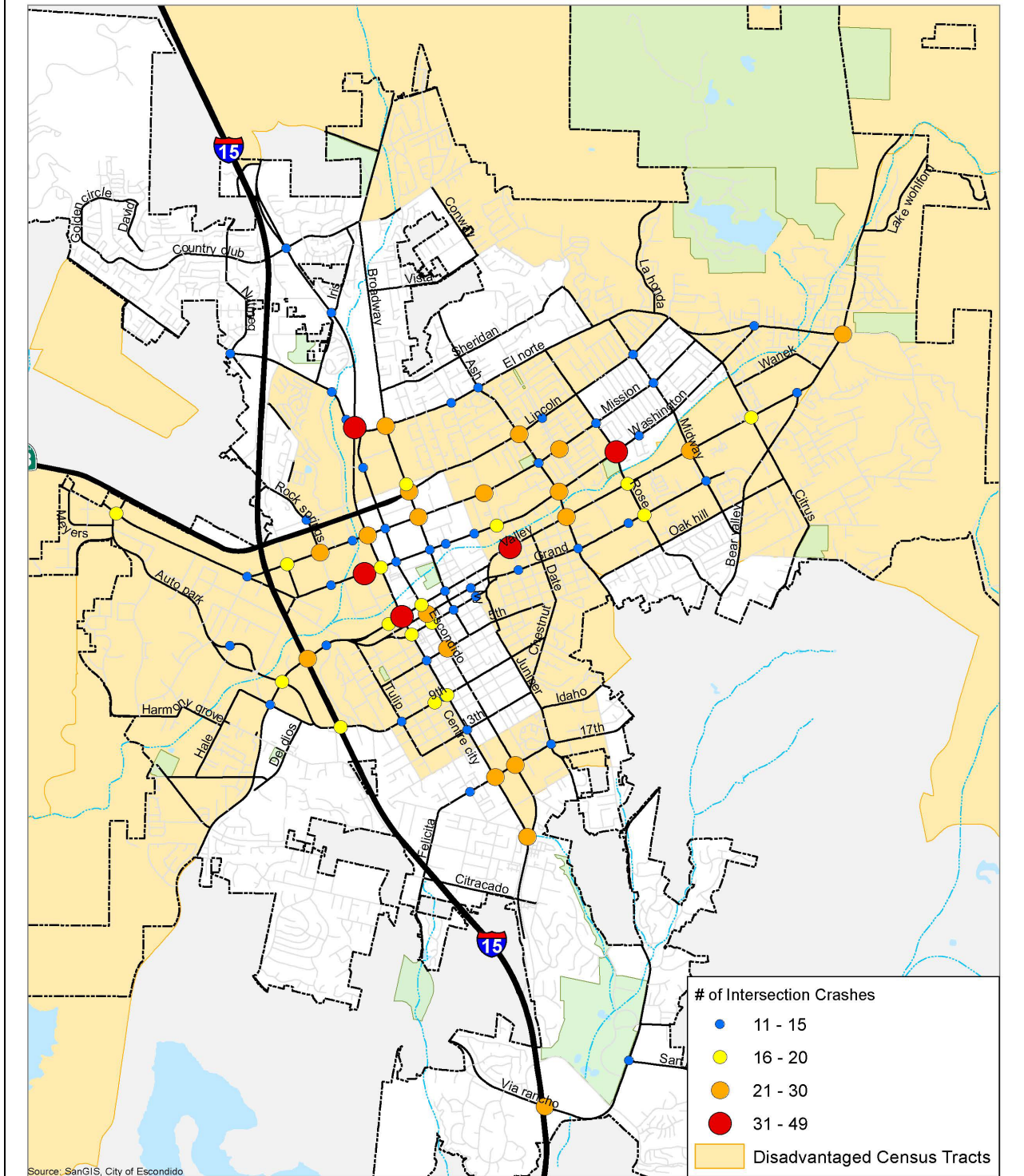
#### Locations:

- 1.) Disadvantaged areas citywide

See the following crash maps that show disadvantaged communities zones within the City. The following are provided:

- **Intersection Crashes in Disadvantaged Areas**
- **Mid-Block Crashes in Disadvantaged Areas**
- **Pedestrian Involved Crashes in Disadvantaged Areas**
- **Bicycle Involved Crashed in Disadvantaged Areas**

Figure 19: Intersection Crashes in Disadvantaged Areas



### Intersection Crashes



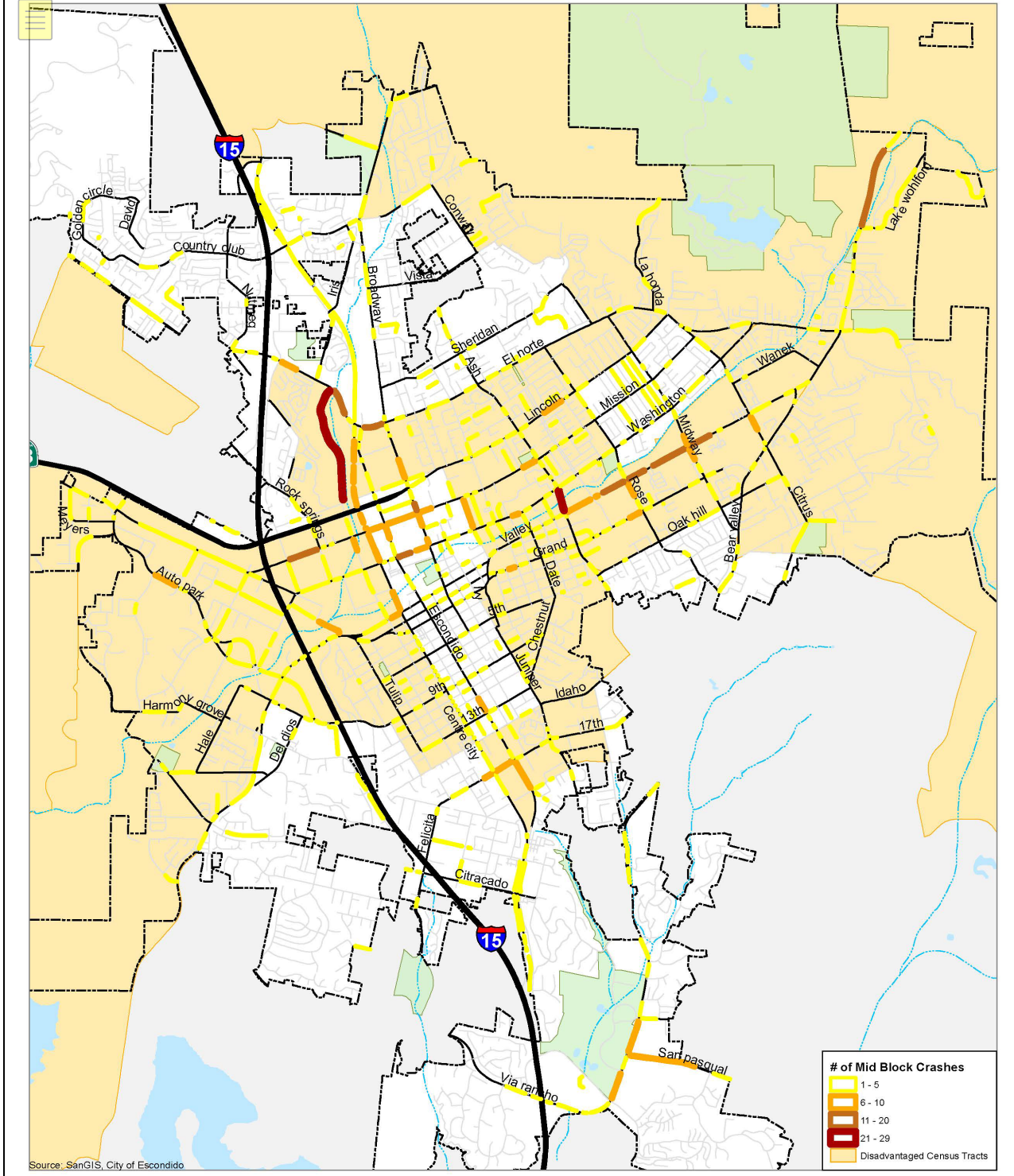
S:\GIS\Projects\Engineering\20220810\_CraigWilliams\_CrashMaps\Intersection crashes.mxd

8/15/2022

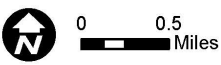


### Escondido Local Roadway Safety Plan (LRSP)

Figure 20: Mid-Block Crashes in Disadvantaged Areas



Source: SanGIS, City of Escondido



## Mid Block Crashes

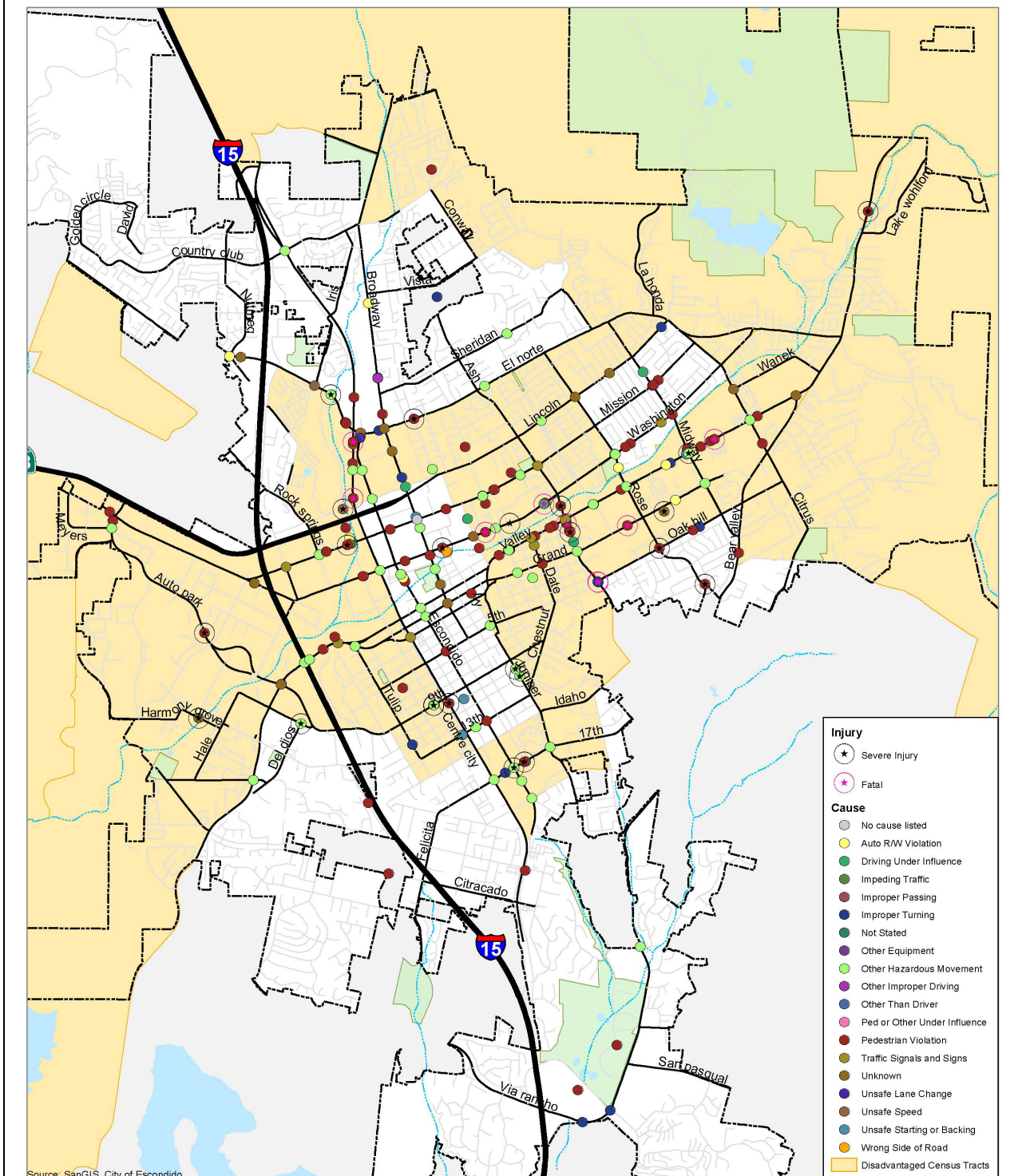


S:\GIS\Projects\Engineering\2022\0810\_CraigWilliams\_CrashMaps\Mid Block Crashes.mxd

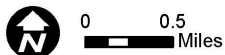
8/15/2022



Figure 21: Pedestrian Involved Crashes in Disadvantaged Areas



Source: SanGIS, City of Escondido



### Pedestrian Involved Crashes



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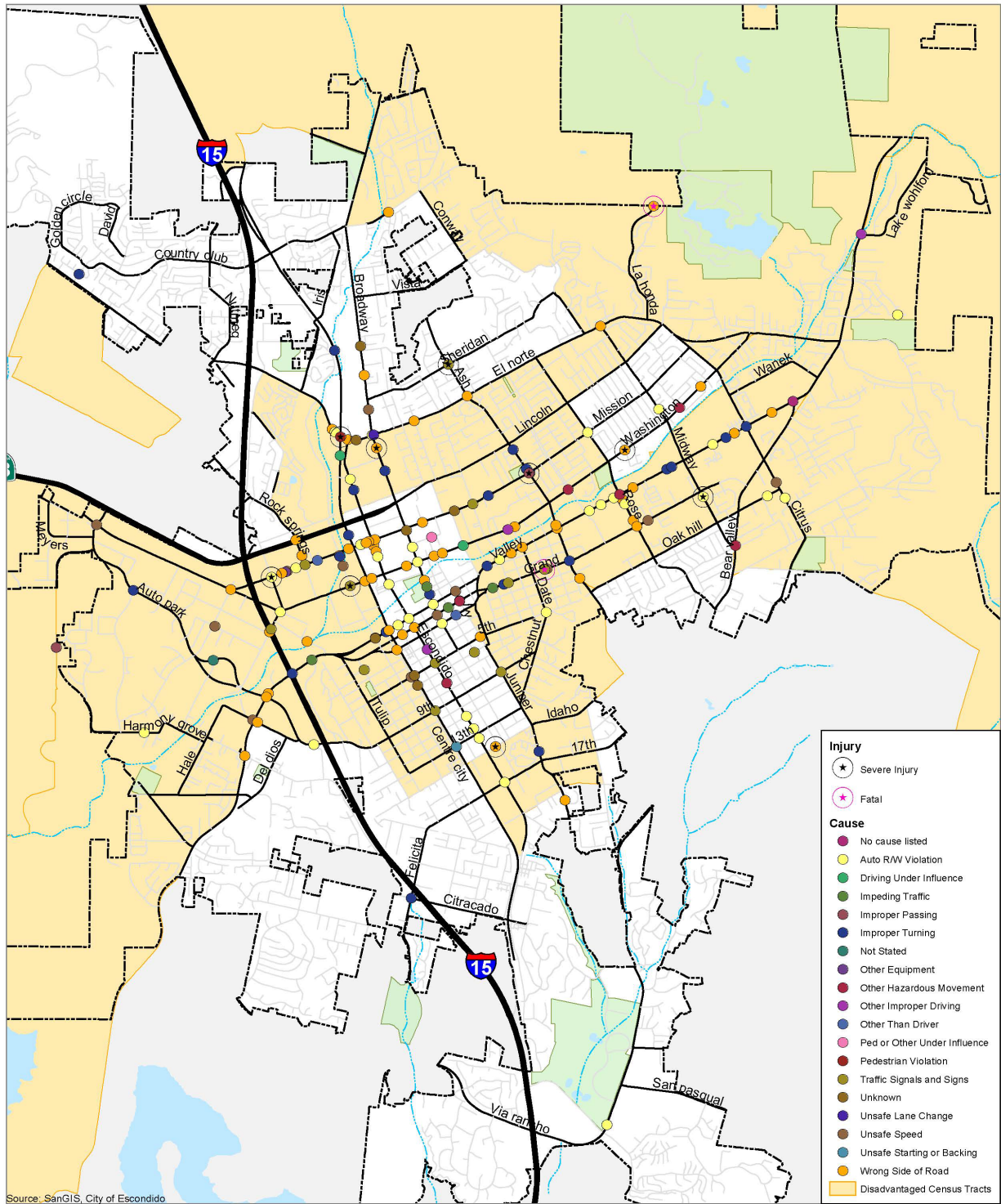
8/15/2022



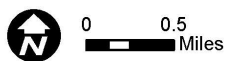


# Escondido Local Roadway Safety Plan (LRSP)

## Figure 22: Bicycle Involved Crashes in Disadvantaged Areas



Source: SanGIS, City of Escondido



# Bicycle Involved Crashes



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8/15/2022

**Table 35: Top Intersection Hot Spots & Associated Projects**

	Intersection	Total \$ of Crashes	Total # of Crashes	Intersection Control Type	Project
1	Centre City Pkwy & El Norte Pkwy	\$8,768,300	50	Signalized	Project #1
2	Midway Dr & Valley Pkwy	\$7,012,200	33	Signalized	Project #1
3	Centre City Pkwy & S Escondido Blvd	\$5,877,900	27	Unsignalized	Project #5
4	Quince St & Washington Ave	\$5,009,600	41	Signalized	Project #2
5	Quince St & 9th Ave	\$4,795,600	20	Signalized	Project #3
6	Valley Pkwy & Fig St	\$4,684,200	35	Signalized	Project #3
7	Mission Ave & Fig St	\$4,373,900	32	Signalized	Project #2
8	El Norte Pkwy & Ash St	\$4,228,400	12	Signalized	Project #4
9	Centre City Pkwy & Valley Pkwy	\$4,076,000	29	Signalized	Project #1
10	Washington Ave & Rose St	\$3,912,300	41	Signalized	Project #2
11	Centre City Pkwy & Felicita Ave	\$3,804,700	28	Signalized	Project #1
12	Centre City Pkwy & 9 <sup>th</sup> Ave	\$3,361,200	21	Signalized	Project #2
13	Valley Pkwy & Quince St	\$3,347,900	20	Signalized	Project #1
14	Mission Ave & Ash St	\$3,259,900	18	Signalized	Project #1
15	Mission Ave & Metcalf St	\$3,243,700	20	Signalized	Project #3
16	Morning View Dr & Lincoln Ave	\$3,016,300	8	Unsignalized	TBD
17	Centre City Pkwy & Iris Ln	\$2,955,800	15	Signalized	Project #3
18	Morning View Dr & El Norte Pkwy	\$2,900,600	15	Signalized	Project #4
19	Juniper St & 10 <sup>th</sup> Ave	\$2,860,700	6	Unsignalized	TBD
20	Grand Ave & Gayland St	\$2,847,400	5	Unsignalized	TBD
21	Broadway & El Norte Pkwy	\$2,823,800	34	Signalized	Project #1
22	Valley Pkwy & 9 <sup>th</sup> Ave	\$2,813,500	14	Signalized	Project #1
23	Mission Ave & Quince St	\$2,805,300	18	Signalized	Project #1
24	Juniper St & Grand Ave	\$2,671,200	13	Signalized	Project #1
25	Mission Ave & Rock Springs Road	\$2,654,900	31	Signalized	Project #3
26	El Norte Pkwy & Ivy St	\$2,624,200	3	Unsignalized	TBD
27	Centre City Pkwy & Country Club Ln	\$2,596,500	12	Signalized	Project #1
28	Lincoln Ave & Harding St (East)	\$2,561,700	14	Unsignalized	TBD
29	Juniper St & 11 <sup>th</sup> Ave (North)	\$2,543,300	2	Unsignalized	TBD
30	Midway Dr & Grand Ave	\$2,378,400	15	Signalized	Project #1



## 9. Evaluation & Implementation

This section describes strategies the City may take to evaluate the success of this LRSP and steps needed to update the LRSP in the future. The effectiveness of safety improvements recommended in this LRSP should be evaluated following installation to ensure the project is operating as intended. This document should be considered a living document that is updated every 5 years to assess how well the implemented strategies have performed and update the crash data to identify new trends that might occur throughout the City.

The following strategies should be implemented to ensure the City's success in improving safety performance in Escondido:

- The City should meet periodically with the Transportation Community Safety Commission to oversee implementation of the safety improvements listed in the LRSP.
- Safety partners such as the Fire Department, Police Department, Recreation Department, and local school districts should meet on a yearly basis to discuss the effectiveness of the safety improvements.
- Develop a spreadsheet or database to track safety project installations and record 3 or more years of "before" and "after" crash information at those locations. Once countermeasures are constructed, schedule and track assessment dates to ensure they happen.
- Field observations should be conducted shortly after the project is completed by the Engineering Department to ensure the project is operating as intended.

## Escondido Local Roadway Safety Plan (LRSP)

Item 4.

**Table 36** summarizes the educational programs and action items recommended to successfully improve safety throughout the City.

**Table 36: LRSP Implementation Plan**

Project #	HSIP Funding Cycle	Program	Action	Responsible Party	Timeline
1	Cycle 11	N/A	Apply for HSIP Grant Funding	City of Escondido	Year 2022 - 2023
2	Cycle 11	N/A	Apply for HSIP Grant Funding	City of Escondido	Year 2022 - 2023
3	Cycle 11	N/A	Apply for HSIP Grant Funding	City of Escondido	Year 2022 - 2023
4	N/A	N/A	Budget funding to pay for this project not HSIP eligible	City of Escondido	Year 2022 - 2023
5	N/A	N/A	Budget funding to pay for this project not HSIP eligible	City of Escondido	Year 2022 - 2023
6	N/A	N/A	Funding source to be determined	City of Escondido	N/A
	N/A	N/A	Apply for future grant funding pending further evaluation	City of Escondido	N/A
		Safe Routes to School	Partner with the EUHSD and EUSD to further support bicycling and walking.	Engineering Department	Annually – Up to 3 years (Year 2025)
		San Diego County Bicycle Coalition	Partner with the Coalition to promote awareness of bicyclists & and encourage the use of cycling to schools, businesses and the community.	Engineering Department	Annually – Up to 3 years (Year 2025)
		DUI Prevention	<ul style="list-style-type: none"> <li>Conduct DUI checkpoints on corridors with high concentration of DUI crashes at least 2x/year.</li> <li>Increase awareness of the dangers of DUI by educating the public and students with assistance from City's Police Dept. and MADD.</li> <li>Advertise and provide free transit service on major holidays to reduce the risk of DUI.</li> </ul>	Police Department	Annually for the next 5 years (Year 2027)
		TransNet - Active Transportation Program Grant	<ul style="list-style-type: none"> <li>City should identify funding for ATP projects such as the Escondido Creek Bikeway Missing Link Project to encourage the use of bicycling and walking.</li> <li>Further investigate ATP funding near local schools for safety improvements such as Mission Middle School, Pioneer Elementary</li> </ul>	City of Escondido	Annually for the next 5 years (Year 2027)



Project #	HSIP Funding Cycle	Program	Action	Responsible Party	Timeline
			School, Juniper Elementary School, and LR Green Elementary School.		

**CONCLUSION**

The City prepared this LRSP to identify, analyze and prioritize roadway safety improvements on the local streets throughout the City. This LRSP identifies the top systemic crash patterns and top crash locations throughout the City, based on crash data collected from January 2016 through December 2020. The LRSP also provides the City a toolbox of countermeasures to address the systemic crash patterns and reduce crashes at the City’s top crash locations. This LRSP provides the City with in-depth analysis of crash data that could be useful in determining safety improvements based on current programs outside of the HSIP grant funding process such as TPML, TSPL, and SRTS. In this LRSP, a total of three (3) projects involving 22 intersections have been identified for HSIP funding. The combination of countermeasures that were selected for each project and location was selected to provide the most competitive applications for HSIP grant funding. This document is considered a living document to be updated every 5 years to assess how well the implemented strategies have performed and update the crash data to identify new trends that might occur throughout the City.



# STAFF REPORT

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August 24, 2022  
File Number 0480-70

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## SUBJECT

### 2022 SAFE SAN DIEGO GRANT PROGRAM AWARD ACCEPTANCE AND BUDGET ADJUSTMENT

## DEPARTMENT

Emergency Management

## RECOMMENDATION

Request the City Council accept a SAFE San Diego Grant Award in the amount of \$2,000 to purchase supplies for the Escondido Community Emergency Response Team (“CERT”). It is also requested that Council authorize the Fire Chief or his designee to execute, on behalf of the City, all documents required for the management of this grant and that Council authorize the necessary budget adjustment to establish a new project number to track these grant funds.

Staff Recommendation: Approval (Emergency Management: Jeff Murdock, Emergency Disaster Preparedness Manager)

Presenter: Jeff Murdock, Emergency Disaster Preparedness Manager

## FISCAL ANALYSIS

None.

## PREVIOUS ACTION

None.

## BACKGROUND

In June of 2022, Emergency Management staff applied for the 2022 SAFE San Diego Grant Program that provides grant funding to Community Emergency Response Teams (CERT) in San Diego County whose programs and services support emergency preparedness and safety. A grant from San Diego Gas & Electric (SDG&E) to the Burn Institute has made it possible to support local CERT Programs and is part of SDG&E’s commitment to make our region safer at home, in the workplace and in our neighborhoods.

The award of \$2,000 will be used to purchase supplies for the City of Escondido’s CERT team that is comprised of approximately 75 individuals. Escondido’s CERT team members volunteer their time to educate people about disaster preparedness, share hazards that may impact Escondido and are trained





# CITY *of* ESCONDIDO

## STAFF REPORT

in basic disaster response skills such as fire safety, lite search and rescue, team organization and disaster medical operations.

### **ATTACHMENTS**

- a. Attachment "1" – Budget Adjustment



CITY OF ESCONDIDO  
BUDGET ADJUSTMENT REQUEST

Date of Request: July 25, 2022  
Department: Emergency Management 601  
Division: \_\_\_\_\_  
Project/Budget Manager: Laura Costello 5408  
Name Extension  
Council Date (if applicable): 8/24/22  
(attach copy of staff report)

**For Finance Use Only**  
Log # \_\_\_\_\_  
Fiscal Year \_\_\_\_\_  
\_\_\_\_ Budget Balances  
\_\_\_\_ General Fund Accts  
\_\_\_\_ Revenue  
\_\_\_\_ Interfund Transfers  
\_\_\_\_ Fund Balance

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Revenue	4121-451-New Project Number	2,000	
Fire Grants	451-New Project Number	2,000	

Explanation of Request:  
A budget adjustment is needed to spend the 2022 SAFE San Diego Grant Program funds.

**APPROVALS**

DocuSigned by:  
Rick Vogt 7/26/2022  
Department Head Date City Manager Date  
DocuSigned by:  
Jodi Coco 7/26/2022  
Finance Date City Clerk Date

Distribution (after approval): Original: Finance



# STAFF REPORT

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August 24, 2022  
File Number 0480-70

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## SUBJECT

**SANDAG SMART GROWTH INCENTIVE PROGRAM GRANT AGREEMENT FOR THE 2022 GENERAL PLAN AMENDMENT ENVIRONMENTAL REVIEW**

## DEPARTMENT

Development Services Department, Planning Division

## RECOMMENDATION

Request the City Council adopt Resolution No. 2022-123 authorizing the Mayor to execute, on behalf of the City, the Smart Growth Incentive Program Grant (“SGIP”) Agreement.

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

Presenter: Veronica Morones, Senior Planner

## FISCAL ANALYSIS

The estimated cost to implement the environmental review for the 2022 General Plan Amendment (“2022 GPA”) work effort is approximately \$200,000. SANDAG selected the City’s 2022 GPA Environmental Review for partial funding in the amount of \$175,000. A total of \$25,000 in matching funds in the form of staff time is anticipated.

A budget adjustment is requested to accept grant funds.

## PREVIOUS ACTION

None.

## BACKGROUND

In January 2022, the Planning Division applied for SANDAG’s Housing Acceleration Grant Program (“HAP”) requesting funding for the environmental review required for the 2022 GPA work effort. SANDAG staff did not recommend the Planning Division’s application for funding under the HAP Grant; however, SANDAG staff transferred the application to the SGIP grant and subsequently recommended it for funding. The Planning Division’s request for funding was approved by the SANDAG Board of Director’s in May 2022.



# CITY of ESCONDIDO

## STAFF REPORT

Government Code section 65302 requires a city to update the safety element of its general plan to address information regarding fire hazards and climate adaptation and resiliency. Government Code section 65302 also requires a city to prepare an environmental justice element upon the concurrent revision of two or more general plan elements (i.e., Housing Element and Safety Element updates). The Escondido General Plan’s Community Protection chapter serves as the Safety Element for purposes of meeting statutory requirements contained in Government Code section 65302. Therefore, an update to the City’s Community Protection chapter of the General Plan and creation of a new general plan element to address environmental justice are required pursuant to state law. The 2022 GPA work effort kicked off in late 2021 and City staff is currently conducting community outreach and engagement activities to inform the amendments.

### PROPOSED GRANT-FUNDED PROJECT

Environmental review of proposed changes to the Community Protection chapter and the creation of a new environmental justice element is required for the purposes of the California Environmental Quality Act (“CEQA”), prior to adoption of the 2022 GPA. The SGIP award would fund the environmental review for the 2022 GPA. City staff would begin by selecting a qualified environmental consultant through the Request for Proposal (“RFP”) process to analyze and draft the required environmental documents. Staff time used to draft and administer the RFP and manage the chosen consultant would constitute approximately \$25,000 worth of matching funds.

Staff recommends the City Council adopt Resolution No. 2022-123 authorizing the Mayor to execute the SGIP Grant Agreement to accept funds in the amount of \$175,000 from SANDAG’s Smart Growth Incentive Program.

### RESOLUTIONS

- a. Resolution No. 2022-123
- b. Resolution No. 2022-123 Exhibit “A”
- c. Resolution No. 2022-123 Exhibit “B”

RESOLUTION NO. 2022-123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A SANDAG SMART GROWTH INCENTIVE PROGRAM GRANT AGREEMENT FOR PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR THE 2022 GENERAL PLAN AMENDMENT PROJECT, AND RELATED BUDGET ADJUSTMENT

WHEREAS, the San Diego Association of Governments (“SANDAG”) has \$3 million of *TransNet* funding for Smart Growth Incentive Program (“SGIP”) projects, which was made available to local jurisdictions in San Diego County for use on planning projects meeting certain criteria, specifically those that integrate smart growth place making, access to transit, and environmental justice; and

WHEREAS, the SANDAG Board of Directors approved a list of recommended SGIP projects on May 12, 2022, for the fifth competitive grant cycle of *TransNet* funding for SGIP projects, which included the City’s application requesting funding for the environmental review of the 2022 General Plan Amendment (“2022 GPA”) work effort, consisting of an update to the Community Protection chapter of the General Plan and new environmental justice chapter; and

WHEREAS, the City wishes to receive grant funding from SANDAG; and

WHEREAS, the City understands that a match of \$25,000 is a part of the SGIP award, which is programmed through staff time associated with managing the 2022 GPA environmental review; and

WHEREAS, a budget adjustment is approved to account for the \$175,000 in grant funds to allow for acceptance of the one-time funding. A copy of the Budget Adjustment is attached as Exhibit “B” and is incorporated by this reference.

WHEREAS, this action is exempt from the requirements of the California Equality Act ("CEQA") pursuant to State CEQA Guidelines, as (1) it is not a "project" and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment (14 Cal. Code Regs, § 15378(a)); and, (2) there is no possibility that the action or its implementation would have a significant negative effect on the environment (14 Cal. Code Regs. § 15061(b)(3)).

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

1. That the above recitations are true.
2. That the City Council authorizes the Mayor or his designee to execute the grant agreement with no exceptions in substantially the same form as attached as Exhibit "A," which is incorporated by this reference, and complete all forms related to the Project.
3. That a budget adjustment in the amount of \$175,000 be approved to accept \$175,000 in grant funds. A copy of the Budget Adjustment is attached as Exhibit "B" and is incorporated by this reference.



**GRANT AGREEMENT BETWEEN  
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND  
CITY OF ESCONDIDO  
REGARDING ESCONDIDO GENERAL PLAN AMENDMENTS AND ENVIRONMENTAL  
REVIEW**

**TRANSNET SMART GROWTH INCENTIVE PROGRAM – PLANNING CYCLE 5**

**SANDAG CONTRACT NO. S1021722**

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THIS GRANT AGREEMENT (“Agreement”) is made and entered into effective as of the last signature date, by an between the San Diego Association of Governments (“SANDAG”), 401 B Street, Suite 800, San Diego, California, and City of Escondido, (“Grantee”), 201 N. Broadway Escondido, California. This Agreement expires 14 months after the effective date, unless amended in writing by mutual agreement of the parties.

The following recitals are a substantive part of this Agreement:

- A.** The SANDAG Board of Directors allocates funds under the *TransNet* local sales tax program to support local transportation-related infrastructure projects in the San Diego region through a competitive process.
- B.** The *TransNet* Extension Ordinance contains provisions to fund the Smart Growth Incentive Program (SGIP) for which funding began on April 1, 2008. The SGIP encompasses projects that better integrate transportation and land use and recognizes the comprehensive effort to integrate smart growth place making, access to transit, and environmental justice.
- C.** In January 2010, the SANDAG Board of Directors approved Board Policy No. 035: Competitive Grant Program Procedures, which is available in its updated version at [www.sandag.org/legal](http://www.sandag.org/legal). This Agreement and the Grantee’s performance hereunder are subject to Board Policy No. 035, which includes multiple “use it or lose it” provisions.
- D.** On November 19, 2021, SANDAG issued a call for projects from local jurisdictions in San Diego County wishing to apply for a portion of the *TransNet* SGIP funds for use on planning projects meeting certain criteria, and authorizing up to \$3 million from the SGIP to be used for planning projects.
- E.** On May 13, 2022, the SANDAG Board of Directors approved a list of recommended SGIP projects for the fifth competitive grant cycle, and one of those projects is the subject of this Agreement (Project). The Project Scope of Work, Schedule, and Budget are included as Attachment A.
- F.** The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project.
- G.** Although SANDAG will be providing financial assistance to Grantee to support the Project, SANDAG will not take an active role or retain substantial control of the Project. Therefore, this Agreement is characterized as a funding agreement rather than a cooperative agreement.

NOW, THEREFORE, it is agreed as follows:

**I. GRANT AWARD**

- A.** The total amount payable by SANDAG to Grantee pursuant to this Agreement shall be the proportion of actual Project costs allocated to grant funding in Attachment A and shall not exceed the grant award of \$175,000 (Fund Limit).
- B.** It is agreed and understood that this Agreement Fund Limit is a ceiling and that SANDAG will only reimburse the allowable cost of services actually rendered as authorized by SANDAG at or below the Fund Limit. Notwithstanding the foregoing, Grantee understands that *TransNet* funds derive from retail transactions and use tax revenues, which fluctuate. The SANDAG funding commitment to SGIP Projects, including this Project, is subject to these fluctuations, which may impact funding availability for this Project.
- C.** Grantee's is included in the Regional Transportation Improvement Plan (RTIP). The *TransNet* MPO ID for the Project is ESC54.

**II. PROJECT BUDGET**

Except to the extent that SANDAG determines otherwise in writing, the Grantee agrees as follows: The Grantee and SANDAG have agreed to a Project Budget that is set forth in Attachment A. The Grantee and/or third-party contractor(s) will incur obligations to the Project only as authorized by the Project Budget. An amendment to the Project Budget requires the issuance of a formal amendment to the Agreement per Board Policy No. 035, unless the re-allocation of funds among budget items or fiscal years does not increase the Fund Limit, does not exceed an aggregate of ten percent for any particular task in Attachment A, does not negatively impact the benefits obtained from the Project, and is consistent with applicable laws, regulations, and policies. Prior written SANDAG Grants Program Manager approval is required for transfers of funds between tasks in Attachment A that meet these eligibility criteria for an administrative amendment by SANDAG staff. All other amendments are subject to approval by a SANDAG Policy Advisory Committee or the SANDAG Board of Directors.

**III. MATCHING FUNDS**

Grantee agrees to provide matching funds in an amount of \$25,000 of the actual cost of the Project, estimated to be 12.5 percent based on the Project Budget. If the actual cost of the Project exceeds the Project Budget, Grantee is responsible for 100 percent of the actual cost greater than the Project Budget.

**A. Availability of Grant Funding**

Except where expressly allowed in writing herein, credits for matching funds will be made or allowed only for work performed on and after the Notice to Proceed date and prior to the termination date of this Agreement, unless expressly permitted by SANDAG in writing.

**B. Reduction of Matching Funds**

The Grantee agrees that no reduction in the amount of matching funds may be made unless a reduction of the proportional share of the grant funding provided by SANDAG under this Agreement also is made.

**C. Prompt Payment of Grantee's Share of Matching Funds**

Grantee agrees to complete all actions necessary to provide its share of the Project costs at or before the time the matching funds are needed from Grantee to pay for Project costs. The Grantee

agrees to provide not less than its cumulative required match amount of Project costs prior to invoicing SANDAG for reimbursement. Each of Grantee's invoices must include its matching fund contribution, along with supporting, descriptive and/or explanatory documentation for the matching funds provided.

**IV. PROJECT MANAGER**

Grantee's Project Manager is Veronica Morones.

The SANDAG SGIP Program Manager is Tracy Ferchaw.

Project Manager continuity and experience is deemed essential in Grantee's ability to carry out the Project in accordance with the terms of this Agreement. Grantee shall not change the Project Manager without first providing written notice to SANDAG. Grantee shall provide SANDAG with updated contact information in a timely manner if there are any changes to its Project Manager.

**V. NOTICE**

All notices required to be given, by either party to the other, shall be deemed fully given when made in writing and received by the parties at their respective addresses:

San Diego Association of Governments  
Attention: Grants Program Manager  
401 B Street, Suite 800  
San Diego, CA 92101

Grantee:  
City of Escondido  
Attention: Veronica Morones  
201 N. Broadway  
Escondido, CA 92025

**VI. PROJECT IMPLEMENTATION**

**A. General**

The Grantee agrees to carry out the Project as follows:

1. Project Description

Grantee agrees to perform the work as described in the Scope of Work included in Attachment A.

2. Grantee's Capacity

The Grantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project as described in Attachment A and provide for the use of any Project property; (b) carry out any safety and security aspects of the Project; and (c) comply with the terms of the Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Grantee, including but not limited to the *TransNet* Extension Ordinance and Board Policy No. 035.

3. Project Schedule

The Grantee agrees to complete the Project according to the Project Schedule included in Attachment A and in compliance with Board Policy No. 035.

4. Project Implementation and Oversight Requirements

Grantee agrees to comply with the Performance Measures included in Attachment B.

5. Changes to Project Scope of Work

This Agreement was awarded to Grantee based on the application submitted by Grantee with the intention that the awarded funds would be used to implement the Project as described in the project application. Any substantive deviation from Grantee's Scope of Work during project implementation may require reevaluation or result in loss of funding. If Grantee knows or should have known that substantive changes to the Project will occur or have occurred, Grantee will immediately notify SANDAG in writing. SANDAG will then determine whether the Project is still consistent with the overall objectives of the grant program and whether the changes would have negatively affected the Project ranking during the competitive grant evaluation process. SANDAG reserves the right to have grant funding withheld from Grantee, or refunded to SANDAG, due to Grantee's failure to satisfactorily complete the Project or due to substantive changes to the Project not approved in advance by SANDAG.

**B. Application of Laws**

Should a federal or state law pre-empt or conflict with a local law, policy, or the *TransNet* Extension Ordinance, the Grantee must comply with the federal or state law and implementing regulations. No provision of this Agreement requires the Grantee to observe or enforce compliance with any provision, perform any other act, or do any other task in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of this Agreement violates or would require the Grantee to violate any law, the Grantee agrees to notify SANDAG immediately in writing. Should this occur, SANDAG and the Grantee agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project or affected portions thereof expeditiously.

**C. Changes in Project Performance**

The Grantee agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event, including a force majeure event, that may adversely affect the Grantee's ability to perform the Project in accordance with the terms of the Agreement and as required by Board Policy No. 035. The Grantee also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG's interests in the Project; and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, the Grantee agrees to send each notice to SANDAG required by this subsection to SANDAG's Grants Program Manager.

**D. Compliance Information System (CIS)**

If Grantee will utilize persons other than its own employees to carry out work, Grantee and all of its third party contractors and/or subcontractors (hereinafter "subcontractors") shall report payment details using the SANDAG web-based CIS by the 15th of each month following receipt of payment by SANDAG. CIS allows SANDAG to monitor promptness of payment to subcontractors and will allow Grantee and its subcontractors to manage their own records, maintain accurate contract information, and report payment details online. CIS is mandatory for Grantee and subcontractors to use unless SANDAG instructs otherwise. After execution of this Agreement, Grantee will receive instructions on how to set up its account and enter required subcontractor data into CIS via an internet browser. Grantee must require each of its subcontractors to enter required payment information into CIS. Failure of Grantee or its subcontractors to enter required information and confirm payments on a timely basis will result in delay of payment by SANDAG to Grantee until Grantee has cured any defects or provided the missing information. Should Grantee fail to provide

the required information, SANDAG shall have sole discretion regarding whether to withhold payment or terminate this Agreement.

**E. Licenses and Permits**

Grantee represents and warrants to SANDAG that Grantee and its subcontractors will have all necessary licenses, permits, qualifications and approvals of whatever nature that are required to legally practice its profession and/or perform services under this Agreement at all times during the term of this Agreement.

**F. Standard of Care**

Grantee expressly warrants that the work to be performed pursuant to this Agreement shall be performed in accordance with the applicable standard of care. Where approval by SANDAG, its management, or other representative of SANDAG is indicated in the Scope of Work, it is understood to be conceptual approval only and does not relieve the Grantee of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Grantee or its subcontractors.

**G. Third-Party Contracting**

Although the Grantee may delegate any or almost all Project responsibilities to one or more third-party contractors, the Grantee agrees that it, rather than any third-party contractor, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement. The first invoice utilizing any third-party contractor shall be accompanied by evidence of compliance with the following requirements:

1. Competitive Procurement

Grantee shall not award contracts over \$10,000 on the basis of a noncompetitive procurement for work to be performed under this Agreement without the prior written approval of SANDAG. Contracts awarded by Grantee, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds. Upon request by SANDAG, Grantee shall submit its Request for Proposals or bid solicitation documents to SANDAG staff for review and comment for consistency with the agreed upon Scope of Work with SANDAG and to ensure a competitive process was used.

If Grantee hires a third-party contractor to carry out work funded under this Agreement, Grantee shall: prepare an Independent Cost Estimate prior to soliciting proposals/bids; publicly advertise for competing proposals/bids for the work; for professional services, use cost as a significant evaluation factor in selecting the third-party contractor; document a record of negotiation establishing that the amount paid by Grantee for the work is fair and reasonable; and pass through the relevant obligations in this Agreement to the contractor.

2. Debarment

Grantee shall execute and cause its third-party contractors to execute debarment and suspension certificates stating they have not been disqualified from doing business with government entities. The documentation showing lack of debarment shall be obtained from the following two websites:

- Grantee will check the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) to verify the prime contractor and all of its subcontractors are not currently debarred or suspended by the federal government.

- Entities in the United States are banned from doing business with companies with ownership based in countries such as Cuba, Sudan and China due to United States trade sanctions. A search on the US Treasury's Office of Foreign Assets Control (OFAC) website can ensure Grantee will not be doing business with a vendor that is subject to trade sanctions. This can be done at <https://sanctionssearch.ofac.treas.gov/>.

3. Flowdown

Grantee agrees to take appropriate measures necessary, including the execution of a subagreement, lease, third-party contract, or other, to ensure that all Project participants, including alternate payees or third-party contractors at any tier, comply with all applicable federal laws, regulations, policies affecting Project implementation and Agreement requirements. In addition, if an entity other than the Grantee is expected to fulfill any responsibilities typically performed by the Grantee, the Grantee agrees to assure that the entity carries out the Grantee's responsibilities as set forth in this Agreement.

4. No SANDAG Obligations to Third Parties

In connection with the Project, the Grantee agrees that SANDAG shall not be subject to any obligations or liabilities to any subcontractor, lessee, third-party contractor at any tier or other person or entity that is not a party to the Agreement for the Project. Notwithstanding that SANDAG may have concurred in or approved any solicitation, subagreement, lease, alternate payee designation, or third-party contract at any tier, SANDAG has no obligations or liabilities to any entity other than the Grantee.

5. Equipment Purchases

Grantee shall maintain ownership of any equipment purchased using Agreement funding and shall use such equipment only for the purposes set forth in this Agreement. The parties agree to meet and confer in good faith to ensure the continued use of the equipment for the purposes intended, which may include reimbursement to SANDAG when the fair market value of the equipment at Project completion exceeds \$5,000. SANDAG and Grantee further agree that Grantee shall keep an inventory record for each piece of equipment purchased under this Agreement and maintain each piece of equipment in good operating order consistent with the purposes for which they were intended. SANDAG shall have the right to conduct periodic maintenance inspections for the purpose of confirming the existence, condition, and proper maintenance of the equipment.

## VII. ETHICS

### A. Grantee Code of Conduct/Standards of Conduct

The Grantee agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, council or board members, or agents engaged in the award or administration of subagreements, leases, or third-party contracts supported with the grant funding. The Grantee agrees that its code of conduct or standards of conduct shall specify that its officers, employees, council or board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subcontractor, lessee, or third-party contractor at any tier or agent thereof. The Grantee may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Grantee agrees that its code of conduct or standards of conduct shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, the Grantee agrees that its code of conduct or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees,



council or board members, or their agents, or its third-party contractors or subcontractors or their agents.

**B. Personal Conflicts of Interest**

The Grantee agrees that its code of conduct or standards of conduct shall prohibit the Grantee's employees, officers, council or board members, or agents from participating in the selection, award, or administration of any third-party contract or subagreement supported by the grant funding if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in a firm competing for award.

**C. Organizational Conflicts of Interest**

The Grantee agrees that its code of conduct or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third-party contractor or subcontractor or impair its objectivity in performing the contract work.

**D. SANDAG Code of Conduct**

SANDAG has established policies concerning potential conflicts of interest. These policies apply to Grantee. For all awards by SANDAG, any practices which might result in unlawful activity are prohibited including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG staff members are specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract with SANDAG. It is unlawful for any contract to be made by SANDAG if any individual Board member or staff has a prohibited financial interest in the contract. Staff also are prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG. SANDAG's officers, employees, agents, and board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. By signing this Agreement, Grantee affirms that it has no knowledge of an ethical violation by SANDAG staff or Grantee. If Grantee has any reason to believe a conflict of interest exists with regard to the Agreement or the Project, it shall notify the SANDAG Office of General Counsel immediately.

**E. Bonus or Commission**

The Grantee affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its grant funding application for the Project.

**F. False or Fraudulent Statements or Claims**

The Grantee acknowledges and agrees that by executing the Agreement for the Project, the Grantee certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project, including, but not limited to, the Grantee's grant application, progress reports and invoices.

## VIII. PAYMENTS

### A. Method of Payment

The method of payment for this Agreement will be based upon actual, substantiated, and allowable costs described herein.

### B. Alternate Payee

If the Grantee designates a party as an Alternate Payee, Alternate Payee is authorized to submit payment requests directly to SANDAG to receive reimbursement for allowable Project costs. This does not alleviate Grantee from all obligations under this Grant Agreement.

### C. Invoicing

Grantee or Alternate Payee is required to submit invoices quarterly. Invoices must be accompanied by a quarterly report (template to be provided by SANDAG). SANDAG will make payments for eligible amounts to Grantee or Alternate Payee as promptly as SANDAG fiscal procedures permit upon receipt of Grantee's or Alternate Payee's itemized signed invoice(s) and confirmation by the SGIP Program Manager that Grantee is in compliance with the reporting and other requirements in this Agreement. SANDAG shall retain 10 percent from the amounts invoiced until satisfactory completion of the Project. SANDAG shall promptly pay retention amounts to Grantee or Alternate Payee following satisfactory completion of work, receipt of final invoice, and all required documentation.

### D. Eligible Costs

The Grantee agrees that Project costs eligible for grant funding must comply with the following requirements, unless SANDAG determines otherwise in writing. To be eligible for reimbursement, Project costs must be:

1. Consistent with the Project Scope of Work, Schedule and Project Budget, and other provisions of the Agreement.
2. Necessary in order to accomplish the Project.
3. Reasonable for the goods or services purchased.
4. Actual net costs to the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred, excluding program income). Project generated revenue realized by the Grantee shall be used in support of the Project. Project generated revenue and expenditures, if any, shall be reported at the end of the Agreement period.
5. Incurred for work performed on or after the SANDAG Notice to Proceed date, and before the termination date, and also must have been paid for by the Grantee.
6. Satisfactorily documented with supporting documentation, which is to be submitted with each invoice. Copies of invoices are required for goods or services provided by third parties.
7. Treated consistently in accordance with generally accepted accounting principles and procedures for the Grantee and any third-party contractors and subcontractors, (see Section entitled "Accounting Records").
8. Eligible for grant funding as part of the grant program through which the funds were awarded.

9. Indirect Costs are only allowable with prior SANDAG approval. Grantee must submit the following documentation as part of the grant application materials: (1) an indirect cost allocation audit approved by a qualified independent auditor or (2) the applicant's proposed method for allocating indirect costs in accordance with federal guidelines. Indirect cost allocation plans must be reviewed and renewed annually.

**E. Excluded Costs**

In determining the amount of *TransNet* Ordinance Assistance SANDAG will provide for the Project, SANDAG will exclude:

1. Any Project cost incurred by the Grantee before the Effective Date of the Agreement or applicable Amendment thereto
2. Any cost that is not included in the Project Budget
3. Any cost for Project property or services received in connection with a subagreement, lease, third-party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG
4. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies
5. Any cost incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (any indirect cost). Typical indirect costs include facilities and administration costs such as heat/air conditioning, lighting, payroll, and the entity's accounting system. Administrative costs such as clerical and support staff salaries also are most often treated as indirect costs.

The Grantee understands and agrees that payment to the Grantee for any Project cost does not constitute SANDAG's final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by the Grantee of the terms of this Agreement or Board Policy No. 035. The Grantee acknowledges that SANDAG will not make a final determination about the allowability and eligibility of any cost until the final payment has been made on the Project or the results of an audit of the Project requested by SANDAG or its Independent Taxpayers' Oversight Committee (ITOC) has been completed, whichever occurs latest. If SANDAG determines that the Grantee is not entitled to receive any portion of the grant funding requested or paid, SANDAG will notify the Grantee in writing, stating its reasons. The Grantee agrees that Project closeout will not alter the Grantee's responsibility to return any funds due to SANDAG as a result of later refunds, corrections, performance deficiencies, or other similar actions; nor will Project closeout alter SANDAG's right to disallow costs and recover funds provided for the Project on the basis of a later audit or other review. Upon notification to the Grantee that specific amounts are owed to SANDAG, whether for excess payments of grant funding, disallowed costs, or funds recovered from third parties or elsewhere, the Grantee agrees to promptly remit to SANDAG the amounts owed, including applicable interest, penalties and administrative charges.

**IX. ACCOUNTING, REPORTING, RECORD RETENTION, AND ACCESS**

**A. Project Accounts**

The Grantee and/or Alternate Payee agree to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Grantee and/or Alternate Payee also agree to maintain documentation of all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project so that they may be clearly

identified, readily accessible, and available to SANDAG upon request and, to the extent feasible, kept separate from documents not related to the Project.

**B. Reports**

1. The Grantee agrees to submit to SANDAG all reports required by law and regulation, policy, this Agreement, or any other reports SANDAG may specify. SANDAG reserves the right to specify that records be submitted in particular formats. Grantee may be required to attend meetings of SANDAG staff and committees, including but not limited to the Regional Planning Committee and the SANDAG Board of Directors, to report on its progress and respond to questions from Board Members or the public.
2. Grantee's performance shall be monitored for consistency with the Scope of Work. SANDAG will utilize the SGIP Monitoring Checklist (Attachment C) and Performance Measures (Attachment B), to document compliance with this Agreement. Grantee's performance will be measured against the Performance Measures during the term of this Agreement. If the Grantee does not comply with provisions in this Agreement or achieve minimum performance requirements, SANDAG will issue Grantee a written Notice to Complete a Recovery Plan. Grantee's Recovery Plan shall include a detailed description of how Grantee intends to come into compliance with the Performance Measures or provisions in this Agreement. Grantee's Recovery Plan must include an implementation schedule that reflects achievement of its performance measure minimums or provisions in this Agreement within three months following the issue date of the SANDAG Notice to Complete a Recovery Plan. Grantee must submit its Recovery Plan to the SGIP Program Manager within 30 calendar days following the issue date of the SANDAG Notice to Complete a Recovery Plan. If Grantee's performance is inconsistent with that proposed in its Recovery Plan, SANDAG in its sole discretion may terminate this Agreement.
3. Grantee must submit quarterly reports and invoices to SANDAG, detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget, schedule, and Performance Measures. Grantee will not be paid until all reports are completed and provided to SANDAG in the format SANDAG requires. Furthermore, the Grantee agrees to provide project milestone information (such as presentations to community groups, other agencies, and elected officials, groundbreakings, and ribbon-cuttings) to support media and communications efforts. Grantee needs to document and track in-kind contributions designated as matching funds as part of project management. Grantee must provide all deliverables identified in the Scope of Work.
4. Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral based on logo usage guidelines to be provided by SANDAG. Grantee agrees to provide project milestone information to support media and communications efforts.
5. Grantees are responsible for the following photo documentation:
  - Existing conditions photos (as applicable), which should illustrate the current conditions of the project site and demonstrate the need for improved facilities
  - Project milestone photos (such as workshops, presentations to community groups, other agencies, and elected officials)
  - Photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and contain captions with project descriptions, dates, locations, and the names of those featured, if appropriate. Grantees must obtain consent of all persons featured in photos (or that of a parent or guardian of persons under the age of 18) by

using the SANDAG Photo and Testimonial Release form to be provided by SANDAG, or a similar release form developed by Grantee and agreed upon by SANDAG.

**C. Record Retention**

During the course of the Project and for three years thereafter from the date of transmission of the final invoice, the Grantee agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, contracts, and supporting materials relating to the Project, as SANDAG may require. All communications and information provided to SANDAG become the property of SANDAG and public records, as such, may be subject to public review. Please see SANDAG's Board Policy No. 015: Records Management Policy, which is available at [www.sandag.org/legal](http://www.sandag.org/legal), for information regarding the treatment of documents designated as confidential.

**D. Meeting Records**

Grantee shall provide SANDAG with agendas and meeting summaries for all community meetings. SANDAG staff may attend any meetings as appropriate.

**E. Access to Records of Grantees and Subcontractors**

The Grantee agrees to permit, and require its subcontractors to permit, SANDAG or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its subcontractors pertaining to the Project.

**F. Communities Served Data and Reporting**

If requested, Grantee shall provide SANDAG with data regarding how the Project's benefits and burdens were equitably distributed among socio and economic populations in the area affected by the Project, and associated smart growth data, and/or any other relevant information.

**X. PROJECT COMPLETION, AUDIT, SETTLEMENT, AND CLOSEOUT**

**A. Project Completion**

Within 90 calendar days following Project completion or termination by SANDAG, the Grantee agrees to submit a final invoice of Project expenses and final reports, as applicable. All payments made to the Grantee shall be subject to review for compliance by SANDAG with the requirements of this Agreement and shall be subject to an audit upon completion of the Project.

**B. Project Audit**

The Grantee agrees to have financial, performance, and compliance audits performed as SANDAG may require. The Grantee agrees that Project closeout will not alter the Grantee's audit responsibilities. Audit costs are allowable Project costs.

**C. Performance Audit**

The Grantee agrees to cooperate with SANDAG or ITOC with regard to any performance audit that is performed on the Project.

**D. Project Closeout**

Project closeout occurs when SANDAG notifies the Grantee that SANDAG has closed the Project, and, if applicable, either forwards the final grant funding payment and or acknowledges that the

Grantee has remitted the proper refund. The Grantee agrees that Project closeout by SANDAG does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements set forth in a written notification from SANDAG.

**XI. TIMELY PROGRESS AND RIGHT OF SANDAG TO TERMINATE**

- A.** Grantee shall make diligent and timely progress toward completion of the Project within the timelines set forth in the Project Schedule, and consistent with Board Policy No. 035 and any policy amendments thereto.
- B.** In the event Grantee encounters or anticipates difficulty in meeting the Project Schedule, the Grantee shall immediately notify the SGIP Program Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Grantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by SANDAG of a project delivery schedule or date, or any rights or remedies provided by this Agreement, including Board Policy No. 035 requirements.
- C.** Grantee agrees that SANDAG, at its sole discretion, may suspend or terminate all or any part of the grant funding if the Grantee fails to make reasonable progress on the Project and/or violates the terms of the Agreement or Board Policy No. 035, or if SANDAG determines that the purpose of the laws or policies authorizing the Project would not be adequately served by the continuation of grant funding for the Project.
- D.** In general, termination of grant funding for the Project will not invalidate obligations properly incurred by the Grantee before the termination date to the extent those obligations cannot be canceled. If, however, SANDAG determines that the Grantee has willfully misused grant funding by failing to make adequate progress, or failing to comply with the terms of the Agreement, SANDAG reserves the right to require the Grantee to refund to SANDAG the entire amount of grant funding provided for the Project or any lesser amount as SANDAG may determine.
- E.** Expiration of any Project time period established in the Project Schedule will not, by itself, automatically constitute an expiration or termination of the Agreement for the Project, however, Grantee must request and SANDAG may agree to amend the Agreement in writing if the Project Schedule will not be met. An amendment to the Project Schedule may be made at SANDAG's discretion if Grantee's request is consistent with the provisions of Board Policy No. 035.

**XII. CIVIL RIGHTS**

The Grantee agrees to comply with all applicable civil rights laws, regulations and policies and shall include the provisions of this section in each subagreement, lease, third-party contract or other legally binding document to perform work funded by this Agreement. Applicable civil rights laws, regulations and policies include, but are not limited to, the following:

**A. Nondiscrimination**

SANDAG implements its programs without regard to income level, disability, race, color, and national origin in compliance with the Americans with Disabilities Act and Title VI of the Civil Rights Act. Grantee shall prohibit discrimination on these grounds, notify the public of their rights under these laws, and utilize a process for addressing complaints of discrimination. Furthermore, Grantee shall make the procedures for filing a complaint available to members of the public and will keep a log of all such complaints. Grantee must notify SANDAG immediately if a complaint is lodged that relates to the Project or program funded by this grant. If Grantee receives a Title VI-related or ADA-related complaint, Grantee must notify SANDAG in writing within 72 hours of receiving the complaint so that SANDAG can determine whether it needs to carry out its own investigation.



**B. Equal Employment Opportunity**

During the performance of this Agreement, Grantee and all of its subcontractors, if any, shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, denial of pregnancy disability leave, veteran status, or sexual orientation. Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by this reference and are made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

**XIV. DISPUTES AND VENUE**

**A. Choice of Law**

This Agreement shall be interpreted in accordance with the laws of the State of California.

**B. Dispute Resolution Process**

In the event Grantee has a dispute with SANDAG during the performance of this Agreement, Grantee shall continue to perform unless SANDAG informs Grantee in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:

1. Grantee shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to the SGIP Program Manager. The SGIP Program Manager and other appropriate SANDAG staff will review the documentation in a timely manner and reply to Grantee within 20 calendar days. Upon receipt of an adverse decision by SANDAG, Grantee may submit a request for reconsideration to SANDAG's Chief Executive Officer or designee. The request for reconsideration must be received within ten calendar days from the postmark date of SANDAG's reply. The Chief Executive Officer or designee will respond in writing to the request for reconsideration within ten working days.
2. If Grantee is dissatisfied with the results following exhaustion of the above dispute resolution procedures, Grantee shall make a written request to SANDAG for appeal to the SANDAG Regional Planning Committee. SANDAG shall respond to a request for mediation within 30 calendar days. The decision of the Regional Planning Committee shall be final.

**C. Venue**

If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

## **XV. ASSIGNMENT**

Grantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement.

## **XVII. INDEMNIFICATION AND HOLD HARMLESS**

### **A. Generally**

With regard to any claim, protest, or litigation arising from or related to the Grantee's performance in connection with or incidental to the Project or this Agreement, Grantee agrees to defend, indemnify, protect, and hold SANDAG and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Project, asserted or established liability for damages or injuries to any person or property, including injury to the Grantee's or its subcontractors' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Grantee and its subcontractors and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that the Grantee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its Board of Directors, agents, officers, or employees.

### **B. Intellectual Property**

Upon request by SANDAG, the Grantee agrees to indemnify, save, and hold harmless SANDAG and its Board of Directors, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Grantee shall not be required to indemnify SANDAG for any such liability caused solely by the wrongful acts of SANDAG employees or agents.

## **XVIII. INDEPENDENT CONTRACTOR**

### **A. Status of Grantee**

Grantee shall perform the services provided for within this Agreement as an independent contractor, and not as an employee of SANDAG. Grantee shall be under the control of SANDAG as to the result to be accomplished and not the means, and shall consult with SANDAG as provided for in the Scope of Work. The payments made to Grantee pursuant to this Agreement shall be the full and complete compensation to which Grantee is entitled. SANDAG shall not make any federal or state tax withholdings on behalf of Grantee. SANDAG shall not be required to pay any workers' compensation insurance on behalf of Grantee. Grantee agrees to indemnify SANDAG for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which SANDAG may be required to make on behalf of Grantee or any employee of Grantee for work done under this Agreement.

### **B. Actions on Behalf of SANDAG**

Except as SANDAG may specify in writing, Grantee shall have no authority, express or implied, to act on behalf of SANDAG in any capacity whatsoever, as an agent or otherwise. Grantee shall have no authority, express or implied, to bind SANDAG or its members, agents, or employees, to any obligation whatsoever, unless expressly provided for in this Agreement.

**XIX. SEVERABILITY AND INTEGRATION**

If any provision of the Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable laws or regulations. This Agreement with its attachments and the resolution from Grantee’s governing body submitted with its application, represents the entire understanding of SANDAG and Grantee as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing, signed by SANDAG and the Grantee.

**XX. SIGNATURES**

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signature date..

SAN DIEGO ASSOCIATION OF  
GOVERNMENTS

CITY OF ESCONDIDO

\_\_\_\_\_  
**SUSAN HUNTINGTON**                      **DATE**  
**Director of Financial Planning, Budgets,**  
**and Grants**

\_\_\_\_\_  
**PAUL MCNAMARA**                      **DATE**  
**Mayor**

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
**Office of General Counsel**                      **DATE**

\_\_\_\_\_  
**City Attorney or designee**                      **DATE**  
**DATE**

## ATTACHMENT A SCOPE OF WORK, SCHEDULE, AND PROJECT BUDGET

### Scope of Work, Schedule, and Budget

#### Scope of Work, Schedule, and Budget Worksheet

**Applicant Name:** City of Escondido

**Project Title:** Escondido General Plan Amendments and Environmental Review

**Part I: Project Overview**

**Project Limit:** This project will cover the entire Escondido City limits.

**Project Summary:** The City of Escondido is completing amendments to the General Plan's Safety Elements and is creating a new Environmental Justice element. These amendments will reduce VMTs, increase environmental sustainability, and improve housing equity. SGIP funds will be used for the environmental reviews required to implement these elements.

**Part II: Scope of Work, Schedule, and Budget**

Propose tasks, deliverables, a timeframe, and a budget for implementing the project. The project schedule must be based on "Months from Notice to Proceed" (NTP). The Total Project Cost column will auto-calculate.

Task No.	Task Description	Deliverables	Start Date	Completion Date	Total Project Cost
Enter Task or Subtask Number (tailor as needed)	Enter task descriptions. Limit sub-tasks to major milestones.	Enter deliverables associated with each task.	Enter start date as number of months from NTP. Enter whole numbers.	Enter end date as number of months from NTP. Enter whole numbers.	Enter cost to complete each task. Sub-tasks should not have an associated cost. The total cost of all tasks should equal the total project cost (grant funds requested + matching funds).
1	Develop and issue Request for Proposal (RFP) for environmental services	Draft RFP and Final RFP	1 month	2 months	\$ 5,000.00
2	Review RFP responses; conduct interviews; award consultant contract	Contract with chosen environmental consultant	3 months	5 months	\$ 8,000.00
3	Environmental Review for Safety Element and Environmental Justice Element	Environmental document	6 months	14 months	\$ 175,000.00
3a	Project Initiation and Project Description: kick off meeting; request for information from consultant to City staff; draft project description and confirmation; tribal noticing per AB52/SB18	Project Description for environmental review			\$ -
3b	Technical Studies: Draft and review technical studies provided by consultant	Draft technical studies for environmental review			\$ -
3c	CEQA Document Preparation: Draft initial study checklist and draft document; City staff review of each draft to consultant team	Initial study checklist, Proofcheck, Screencheck, and Printcheck drafts of environmental document			\$ -
3d	Public Review and Comment: Public noticing; Response to comments; Attendance at public hearings; Preparation of final document (if applicable).	Notices (dependent on environmental document type); Response to comments; Final document (TBD)			
4	Staff Project Management of Environmental Review/Document	Final environmental document	6 months	14 months	\$ 12,000.00
<b>TOTAL PROJECT COST (grant request funds + matching funds):</b>					<b>\$ 200,000.00</b>

**Seasonal Constraints**

As applicable, identify any seasonal constraints that may require the overall project, or specific tasks, to begin or be completed by a specific date:

N/A

**Part III: Summary of Funding**

<b>Total project cost:</b>	\$200,000.00
<b>Total grant amount requested from SANDAG:</b>	\$ 175,000.00
<b>Total match amount that will be contributed:</b>	\$ 25,000.00
<b>SANDAG grant % contribution:</b>	0.875
<b>Match % contribution:</b>	0.125
<b>Will the matching fund sources include funds from the TransNet Local Street and Road program?</b>	No

**ATTACHMENT B  
 PERFORMANCE MEASURES**

**Instructions**

[In 2020, the San Diego region permitted 10,883 units of housing.](#) The goal of the SGIP is to fund planning activities that facilitate compact, mixed-use, transit-oriented development, and increase housing and transportation choices. The following form is to be used for satisfying the quarterly reporting requirements and performance measures of the SGIP funded by *TransNet*. Pursuant to the terms of the Grant Agreement, Grantees will be required to provide quarterly reports and a more detailed Final Progress Report at the end of the grant term. The quarterly report utilizing this form must be submitted to SANDAG within 30 days following receipt of funds and thereafter each quarter until the expiration of the grant. A Grantee will not be eligible for reimbursement from SANDAG unless it has submitted its reports by the timelines required by SANDAG.

<b>Performance Period</b>	<b>Quarterly Report Due Date</b>
April-June 2022	July 15, 2022
July-September 2022	October 15, 2022
October-December 2022	January 15, 2023
January-March 2023	April 15, 2023
April-June 2023	July 15, 2023
July-September 2023	October 15, 2023
October-December 2023	January 15, 2024
January-March 2024	April 15, 2024
April-June 2024	July 15, 2024
July-September 2024	October 15, 2024
October-December 2024	January 15, 2025
January-March 2025	April 15, 2025
April-June 2025	July 15, 2025

Unless SANDAG directs otherwise, Grantee must submit its quarterly report to SANDAG using a form that will be sent to Grantees each quarter. This document will show the information that will be required in the quarterly reports from each Grantee and will be followed by the list of performance measures that will be used for the Final Progress Report. This cycle of SGIP grants is focused on planning activities rather than construction, however, the performance measure information in the Final Progress Report will serve as a baseline for future SGIP grant cycles to align with the 2021 Regional Plan and other SANDAG grant programs.

**Overview**

Provide an overview of the project, including challenges, limiting factors, opportunities and solutions unique to the jurisdiction. The section should also discuss the overall approach, goals and high-level summary of the status of the project.

**Project Highlights, Accomplishments and Best Practices**

Provide highlights regarding the overall project from the last quarter and any accomplishments resulting from the efforts in implementing the project. This section also may list and explain some of the best practices occurring through the project. This section can highlight the Grantee’s efforts and can include a wide-ranging variety of efforts that facilitate smart growth and transit-oriented development and greenhouse gas reduction such as comprehensive planning efforts, smaller-scale neighborhood planning activities, Complete Streets Design Manuals, Financing Tools, Smart Growth studies, Transit Oriented Development Overlay Zones and Concept Plans, and Mobility Hub plans.

**Status of Activities**





- Number of improvements to the mix of land use types (multifamily, single-family, and non-residential) in jurisdiction
- Number of acres Grantee avoided converting from agricultural, natural, or working lands to land eligible for development
- Number of projects providing new or enhanced connectivity to the non-automotive transportation network during the grant term
- Number of improved neighborhood projects with safety features to promote active mobility completed during the grant term
- Number of new linkages to transit and/or pedestrian and bicycle infrastructure created during the grant term
- VMT reduction per capita within the jurisdiction during the grant term
- Number of new non-automotive trips generated (total, per capita, or other) during the grant term
- Greenhouse gas reduction (total, per capita, or other) achieved by jurisdiction during the grant term
- Number of new infrastructure services created in areas of concentrated poverty or similar areas during the grant term
- Number of new housing units created during the grant term in Smart Growth Opportunity Areas and employment centers
- Number of individual persons reached by Grantee using direct engagement with community stakeholders concerning smart growth during the grant term
- Number of housing units located on an infill site surrounded by urban uses such as shopping, restaurants, and jobs available to rent or own

***Additional Information***

Provide any applicable information as necessary to demonstrate the status and impacts of the overall project.

**ATTACHMENT C**  
**SGIP MONITORING CHECKLIST**

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See following pages.

# **SANDAG**

## **Smart Growth Incentive Program Monitoring Checklist**

The San Diego Association of Governments (SANDAG) has developed a Monitoring Checklist to assist in monitoring each recipient of *TransNet* Smart Growth Incentive Program (SGIP) funds, referred to as a “Grantee.” The Monitoring Checklist is used to assess the performance of the Grantee in providing the project included in the original grant application, and the Grantee’s compliance with the terms of the Grant Agreement. The Monitoring Checklist will be completed by the SGIP Program Manager annually and upon project completion. SANDAG will send a final version of the completed Monitoring Checklist within one week of the date of the review.

### **I. GRANT AGREEMENT INFORMATION**

Agreement No.	[Enter grant agreement number]
Grantee Name	[Enter Grantee Name]
Project Name	[Enter Project Name]
Project Type	Choose an item.
Notice to Proceed Date	Click or tap to enter a date.
Agreement Expiration Date	Click or tap to enter a date.
Grantee Project Manager Name	[Enter Grantee Project Manager Name]
SANDAG Program Manager Name	[Enter SANDAG Program Manager Name]

### **II. REVIEW DETAILS**

Date of Review	Click or tap to enter a date.
Type of Review	Choose an item.
Review Period	Start Date: Click or tap to enter a date. End Date: Click or tap to enter a date.

### **III. COMPLIANCE ASSESSMENT**

Each question below is derived from the Grant Agreement and therefore, a question marked “No” indicates the Grantee is out of compliance with the terms of the Grant Agreement.

<b>Topic or Question</b>	<b>Response</b>
<b>Project Changes</b>	
1. Did the Grantee notify SANDAG in writing if substantive changes to the Project would have or did occur?	Choose an item.
2. If the Grantee encountered or anticipated difficulty in meeting the Project Schedule, did the Grantee notify SANDAG in writing? Did the notification include the reason(s) for the delay in performance and the date by which Grantee expected to complete performance or delivery?	Choose an item.
3. Was prior written approval obtained for transfers of funds between tasks in the Scope of Work?	Choose an item.

4. If there were any changes to the Grantee's Project Manager, did the Grantee provide SANDAG with updated contact information in a timely manner?	Choose an item.
<b>Compliance Information System (CIS)</b>	
5. Did the Grantee report payment details using the SANDAG web-based CIS by the 15th of each month following receipt of payment by SANDAG?	Choose an item.
6. Did the Grantee ensure its third party contractors and/or subcontractors consistently reported payments or confirmed receipt of payment in the CIS?	Choose an item.
<b>Third-Party Contracting</b>	
7. Did the Grantee provide evidence of a competitive procurement or obtain prior written approval of SANDAG to utilize a noncompetitive procurement for each third party contract over \$10,000?	Choose an item.
<b>Payments/Invoicing</b>	
8. Did the Grantee submit an invoice each quarter in the required format and on time?	Choose an item.
9. Were the invoices filled out correctly and free of errors?	Choose an item.
10. Were all items included in Grantee invoices eligible under the Grant Agreement?	Choose an item.
11. Were sufficient backup materials including required documentation consistently provided with each invoice packet?	Choose an item.
12. If the Grantee invoiced for indirect costs, were they consistent with the Grantee's indirect cost allocation plan in effect at the time of invoice?	Choose an item.
13. Did the Grantee's invoices include its matching fund contribution, along with supporting, descriptive and/or explanatory documentation for the matching funds provided?	Choose an item.
<b>Reports</b>	
14. Did the Grantee submit quarterly reports in the required format and on time?	Choose an item.
15. Were report forms filled out correctly and free of errors?	Choose an item.
16. Did the reports sufficiently detail accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget, schedule, and Performance Measures?	Choose an item.
17. Did the Grantee provide project milestone information such as presentations to community groups, other agencies, and elected officials, groundbreaking, and ribbon-cuttings to support media and communications efforts?	Choose an item.
18. Did the Grantee provide with its reports photo documentation required by the Grant Agreement, including existing conditions photos and project milestone photos?	Choose an item.
19. Did the Grantee provide SANDAG with agendas and meeting summaries for all community meetings?	Choose an item.

<b>Project Completion and Closeout</b>	
20. Did the Grantee complete the Project according to the Project Schedule included in the Grant Agreement?	Choose an item.
21. Did the Grantee meet the Performance Measures included in the Grant Agreement?	Choose an item.
22. Did the Grantee provide all deliverables identified in the Scope of Work?	Choose an item.
23. Did the Grantee provide a final invoice of project expenses and final reports within 90 calendar days following Project completion or termination by SANDAG?	Choose an item.
24. Did the Grantee provide adequate match contributions?	Choose an item.
25. Did the Grantee meet the project completion deadline required in Board Policy No. 035? Or otherwise obtain approval for a time extension amendment consistent with the Policy?	Choose an item.

**IV. SUMMARY AND IDENTIFICATION OF DEFICIENCIES**

SANDAG staff reviews any “No” responses to the Compliance Assessment questions, which indicates an area in which the Grantee is deficient in meeting its obligations under the Grant Agreement. Following identification of any deficiency and for projects that are not yet complete, SANDAG will issue Grantee a written Notice to Complete a Recovery Plan. The Grant Agreement contains additional details on the Notice to Complete a Recovery Plan process.

<b>Question No.</b>	<b>Explanation</b>

**V. GRANTEE SIGNATURES**

By signing below, I confirm receipt of this completed Monitoring Checklist.

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Project Manager Name (Print)	Signature	Date



**CITY OF ESCONDIDO**  
**BUDGET ADJUSTMENT REQUEST**

Date of Request: 08/08/2022  
 Department: Development Services  
 Division: Planning  
 Project/Budget Manager: Veronica Morones x4548  
 Name Extension  
 Council Date (if applicable): August 24, 2022  
 (attach copy of staff report)

For Finance Use Only	
Log #	_____
Fiscal Year	_____
_____	Budget Balances
_____	General Fund Accts
_____	Revenue
_____	Interfund Transfers
_____	Fund Balance

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
General Plan Amendments SGIP	NEW - 230	\$175,000	
Smart Growth Incentive Program Grant	4121-230	175,000	

**Explanation of Request:**

SANDAG awarded the City \$175,000 under the Smart Growth Incentive Program Grant (SGIP) for the purposes of environmental review of proposed changes to the Community Protection chapter and the creation of a new environmental justice element, known as the 2022 General Plan Amendment ("2022 GPA"). Environmental review is required prior to adoption of the 2022 GPA.

**APPROVALS**

DocuSigned by:  
Andrew Finestine 10/25/2022  
 Department Head B6158942E269495... Date  
Jodi Coco 10/25/2022  
 Finance F22DD68BFC2B4F3... Date

DocuSigned by:  
Sean McGlynn 10/25/2022  
 City Manager B66F59A8859F4B1... Date  
Jack Beck 10/25/2022  
 City Clerk A58535D0BDC1430... Date

Distribution (after approval): Original: Finance  
 FM105 (Rev.11/06)



ORDINANCE NO. 2022-10R

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
ESCONDIDO, CALIFORNIA, RETAINING THE EXISTING  
SPEED LIMIT ON EIGHT STREET SEGMENTS

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

SECTION 1. The City Council makes the following findings:

a) On October 8, 2021, the State of California approved Assembly Bill 43, which took effect January 1, 2022 and amends the California Vehicle Code as it relates to speed limits.

b) California Vehicle Code Section 40802 requires that enforcement of declared prima facie speed limits on a particular section of a highway or state highway be justified by an Engineering and Traffic Survey conducted no more than seven years prior to the date of the alleged violation. However, if a registered engineer evaluates the section of the highway and determines that no significant changes in roadway or traffic conditions have occurred including, but not limited to, changes in adjoining property or land use, roadway width, or traffic volume, then enforcement of a declared prima facie speed limit on a particular section of a highway or state highway may be justified by an Engineering and Traffic Survey conducted no more than 14 years prior to the date of the alleged violation.

c) California Vehicle Code section 22357 provides that whenever a local authority determines upon the basis of an engineering and traffic survey that a speed greater than 25 miles per hour would facilitate the orderly movement of vehicular traffic and would be reasonable and safe upon any street other than a state highway otherwise subject to a prima facie limit of 25 miles per hour, the local authority may by ordinance determine and declare a prima facie speed limit of 30, 35, 40, 45, 50, 55, or 60 miles per hour or a maximum speed limit of 65 miles per hour, whichever is found most appropriate to facilitate

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

## ORDINANCE NO. 2022-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, TO DETERMINE GRAND AVENUE FROM CENTRE CITY PARKWAY TO S JUNIPER STREET AS A BUSINESS ACTIVITY DISTRICT AND DECLARE THE PRIMA FACIE SPEED LIMIT TO BE 25 MPH

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

SECTION 1. The City Council makes the following findings:

a) On October 8, 2021, the State of California approved Assembly Bill 43, which took effect January 1, 2022, and amends the California Vehicle Code as it relates to speed limits.

b) California Vehicle Code Section 22352 defines prima facie speed limits as when signs have been erected giving notice thereof for twenty-five miles per hour on any highway in any business district.

c) Section 22358.9 was added to the California Vehicle Code as part of Assembly Bill 43, and allows the following:

(a) (1) Notwithstanding any other law, a local authority may, by ordinance, determine and declare a 25 or 20 miles per hour prima facie speed limit on a highway contiguous to a business activity district when posted with a sign that indicates a speed limit of 25 or 20 miles per hour.

(2) The prima facie limits established under paragraph (1) apply only to highways that meet all of the following conditions:

(A) A maximum of four traffic lanes.

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



# STAFF REPORT

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August 24, 2022  
File Number 0810-20

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## SUBJECT

**AN AMENDMENT TO THE ESCONDIDO MUNICIPAL AND ZONING CODES TO CREATE OBJECTIVE DEVELOPMENT STANDARDS FOR THE IMPLEMENTATION OF SENATE BILL 9 (PLANNING CASE NO. PL22-0363)**

## DEPARTMENT

Development Services (Planning Division)

## RECOMMENDATION

Request that the City Council consider the introduction and adoption of Ordinance No. 2022-19, approving an amendment to the Escondido Municipal and Zoning Codes to create objective development standards for the local implementation of Senate Bill 9.

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

Presenter: Sean Nicholas, Principal Planner

## FISCAL ANALYSIS

Adoption of the Senate Bill 9 (“SB 9”) Implementing Ordinance will have no direct fiscal impact on the City. As proposed, a Major Plot Plan fee will be assessed on every SB 9 application for a two-family dwelling and a Tentative Parcel Map and Parcel Map fee will be assessed on every SB 9 application for an urban lot split. These fees will offset staff resources required to review the applications.

## PREVIOUS ACTION

None.

## BACKGROUND AND ANALYSIS

On January 1, 2022, SB 9 went into effect statewide. SB 9 is part of the State legislature’s effort to increase housing production throughout California, and establishes two (2) major provisions to help accommodate this: it allows for two (2) primary dwelling units to be developed on parcels zoned for single-family residences as the primary use (“two-family dwellings”); and it creates an administrative process to allow for the subdivision of parcels zoned for single-family residences as the primary use (“urban lot splits”).



# CITY of ESCONDIDO

## STAFF REPORT

Government Code Section 65852.21(b), allows for jurisdictions to adopt local requirements to regulate development of properties pursuant to SB 9, as long as the requirements are objective and not in conflict with the provisions of the bill. The provisions included in the draft implementing ordinance under consideration are intended to provide clarity on the City’s objective development standards related to projects undertaken pursuant to SB 9. They also identify the permitting process for such projects. Provisions related to two-family dwellings are identified in draft Escondido Zoning Code section 33-115, and those related to urban lot splits can be found in section 33-116.

Planning Commission reviewed the proposed Escondido Zoning Code amendment on July 12, 2022, and recommended unanimously that City Council approve the proposed changes.

### **Objective Development Standards**

Any development standards established by a local government to implement the provisions of SB 9 must be objective (not subject to discretion) and known in advance, and cannot be more restrictive than those prescribed in the bill. Staff has identified objective development standards including limitations to number of units, unit size, height limitations, and parking requirements, among others, that have been tailored to the extent possible to maintain the character of existing single-family neighborhoods. As such, it is important to note that staff has provided flexibility in certain development standards in order to encourage more-livable dwelling units where impacts to the surrounding neighborhoods can be minimized. All objective standards included in the draft ordinance are consistent with the limitations set forth in SB 9.

*Number of Units* – SB 9 allows the owner of an existing parcel currently zoned for single-family residential use to apply for an urban lot split resulting in two lots, and to apply to develop two residential units on a single lot. Consistent with SB 9, the draft ordinance allows for ministerial review of those applications, in conjunction with existing laws relating to accessory and junior accessory dwelling units. If an existing parcel is divided pursuant to section 33-116, each lot will be limited to no more than two total units.

### **Two-Family Dwellings**

*Unit Size Limitations* – SB 9 limits the ability of local jurisdictions to require a unit be less than 800 square feet. This does not prevent applicants from proposing less than 800 square feet for each unit. For the purposes of compatibility with existing neighborhoods, staff has included provisions in the draft ordinance requiring minimum unit size of 400 square feet. In addition, for portions of the community with larger lots



# CITY of ESCONDIDO

## STAFF REPORT

that propose to utilize the provisions of the ordinance pertaining to two-family dwellings, clear objective standards based primarily on lot area would allow units to be a maximum of 2,000 square feet of living space, provided all provisions of the underlying zoning district are adhered to.

*Height Limitations* – Similar to recent state-mandated housing legislation, local provisions and units created consistent with SB 9 are allowed to have a minimum side and rear setback of four (4) feet, and a height of 16 feet. Consistent with those requirements, any development utilizing provisions of the ordinance pertaining to two-family dwellings and having minimum side and/or rear setbacks less than that required in the underlying zone, are limited to a maximum of one-story and 16 feet in height. This is directly consistent with the State requirements. If a proposed development undertaken pursuant to the provisions the ordinance pertaining to two-family dwellings is consistent with the setbacks of the underlying zone, height limitations shall also be permitted to be consistent with those allowed in the underlying zone. Again, the emphasis of this regulation is consistency with State law, while allowing for developments to be in character with the neighboring residential development.

*Parking Requirements* – SB 9 allows local jurisdictions to require up to one (1) onsite parking space for each dwelling unit created unless proximity requirements to public transportation options are met, in which case no parking can be required. To be consistent with standard parking requirements for a single-family residential development, the draft ordinance requires one parking space for each unit that does not meet the public transportation proximity exclusion. SB 9 is silent regarding whether parking needs to be covered, however to ensure compatibility with surrounding residential developments, the draft ordinance requires the parking space to be covered and to be on the same parcel as the unit which the parking space serves. A maximum of a 450 square foot garage or covered parking area has been set for any residential unit created pursuant to the implementing ordinance.

### **Urban Lot Splits**

The second change created by SB 9 is the establishment of Urban Lot Splits. Draft Escondido Zoning Code section 33-116 identifies requirements for processing an Urban Lot Split. As ministerial actions, urban lot splits are approved at staff level and do not require a public hearing unless other aspects of the project would require such. Applicable provisions of the Subdivision Map Act must still be met, but the goal is to streamline the process. Any lot created utilizing section 33-116 must be at least 1,200 square feet in size, and no resulting lot can be less than 40% of the original parcel area. Any parcel created pursuant to section 33-116 cannot be further subdivided in the future. Additionally, any parcel created pursuant to this section is limited to two residential units, consistent with the objective development standards described above.



# CITY of ESCONDIDO

## STAFF REPORT

As with the draft provisions of section 33-115, requirements set forth in section 33-116 are only applicable in the R-E and R-1 zones, and on parcels in specific plans designated for single-family residential uses as the primary use.

### **Additional Zoning and Municipal Code Amendments**

In order to implement the provisions of SB 9, revisions to other sections of the Escondido Municipal and Zoning Codes have been identified. The revisions to the Zoning Code are required to provide internal consistency and compliance with SB 9. The revisions to the Municipal Code address SB 9 exemptions from right-of-way dedication and installation public improvements. Both revisions are included in strike-thru/underline format in Attachment “1” to this report, and are incorporated into Exhibit “B” to draft City Council Ordinance No. 2022-19.

### **Applicability of SB 9 Provisions**

Draft Escondido Zoning Code sections 33-115 and 33-116 apply to parcels zoned primarily for single-family residential use, including the estate residential (R-E) and single-family residential (R-1) zones, as well as properties in specific plans where the property is intended for development with one single-family residence. The provisions of Sections 33-115 and 33-116 do not apply to properties in the agriculture residential (R-A) zone, any multi-family residential zones, or any areas designated for non-residential or mixed-use zoning.

### **ENVIRONMENTAL REVIEW**

Pursuant to Government Code Sections 65852.21(j) and 66411.7(n), adoption of local requirements consistent with the provisions of SB 9 are not subject to CEQA.

### **ATTACHMENTS**

1. Attachment “1”- Draft Zoning and Municipal Code Amendment language

### **ORDINANCES**

1. Ordinance No. 2022-19
2. Ordinance No. 2022-19 Exhibit “A”
3. Ordinance No. 2022-19 Exhibit “B”



**DRAFT ZONING CODE AMENDMENT LANGUAGE****NEW ZONING CODE SECTIONS:****Sec. 33-115. Two-family dwellings in single-family residential zones and specific plans**

- (a) Purpose. The purpose of section 33-115 is to appropriately regulate qualifying Senate Bill 9 two-family dwelling unit developments within single-family residential zones in accordance with California Government Code section 65852.21.
- (b) For the purposes of this section and section 33-116 only, the term *two-family dwelling* shall mean two (2) attached or detached units on single-family zoned properties, as described in subsection (d), and on properties in specific plans intended for single-family residential use.
- (c) Permit required. Two (2) family dwellings shall require processing of a major Plot Plan application as described in division 8 of article 61 of this chapter.
- (1) The Director of Development Services or their designee (Director) shall review complete applications for compliance with the requirements of this section and the underlying development standards in the zoning district or specific plan in which it is located, and any other applicable objective development standards stated in the Municipal Code. Notwithstanding language in any specific plan to the contrary, provisions of this section shall supersede where any conflict exists. The Director shall ministerial approve complete applications found to be in compliance with these standards.
- (2) The Director may deny a complete application if it fails to comply with the requirements of this section, the underlying development standards in the zoning district or specific plan in which it is located, and any other applicable objective development standards stated in the Municipal Code. In addition to the foregoing, the Director may deny an application if such denial is based upon a preponderance of evidence and the written finding of the building official that the proposed two-family dwelling project would have a specific, adverse impact, as defined in Government Code section 65589.5, subdivision (d)(2), upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. Notwithstanding the foregoing, an application shall not be rejected solely because it proposes adjacent or connected structures provided that the structures meet building code safety standards.
- (d) Appeals of the Director's decision shall be governed by section 33-1303.

(1) If the development of a two-family dwelling project requires another entitlement pursuant to the Escondido Zoning Code, the two-family dwelling project shall not be approved until that entitlement process is completed and approved. If the entitlement is not approved, the two-family dwelling project cannot be approved unless it is redesigned to eliminate the need for the denied entitlement.

(e) Location.

(1) Except as specified below, two-family dwellings shall be permitted in estate residential (R-E) and single-family residential (R-1) zones, and on properties in specific plans intended primarily for single-family residential use.

(2) Two-family dwellings shall not be permitted in the following locations:

(A) On properties that allow as the primary use multi-family residential, commercial, industrial, agricultural, or mixed uses, regardless of the allowance of single-family residential uses.

(B) On properties described in subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision (a) of Government Code section 65913.4.

(C) Within a historic district or upon property included on the State Historic Resources Inventory, as defined in section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic resource or district pursuant to a city or county ordinance.

(D) On parcels requiring demolition or alteration of any of the following types of housing:

i. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

ii. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

iii. Housing that has been occupied by a tenant in the last three years.

(E) On parcels which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with section 7060) of Division 7 of Title 1 of the Government Code to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

(F) On parcels with legal nonconforming uses or structures unless development of the two-family dwelling brings the property into conformance.

(f) Objective Development Standards: The development standards set forth below shall apply to all two-family dwellings. Any development standard not explicitly identified below shall be subject to the underlying zoning designation or specific plan, and all applicable provisions of this code, unless superseded by Government Code sections 65852.21, 66411.7, and 66452.6.

(1) Unit Size:

(A) The minimum unit size of any unit created as part of a two-family dwelling shall be 400 square feet.

(B) Except as described below, no new unit constructed as part of a two-family dwelling may exceed 800 square feet.

i. New units may be up to 1,200 square feet if they meet all of the following requirements:

a. The parcel on which the two-family dwelling is located is in the R-E or R-1 zone and has a lot size of at least one and a half (1 ½) times the minimum size otherwise permitted in the zone.

b. No accessory dwelling unit or junior ADU exist on the parcel.

c. A deed restriction is recorded prohibiting the construction of an ADU or junior ADU on the parcel.

d. Existing and new dwelling units shall each have two covered parking spaces.

e. An attached or detached garage or covered parking space(s) associated with the 1,200 square foot unit does not exceed 450 square feet.

f. Existing and new dwelling units shall meet the minimum setbacks in the underlying zone.

g. Addition of the new unit does not result in the parcel being out of compliance with the maximum floor area ratio and lot coverage for the underlying zone.

- ii. New units may be up to 1,500 square feet if they meet all of the following requirements:
    - a. The parcel on which the two-family dwelling is located is in the R-E zone and has a lot size of one and one half (1 ½) times the minimum size otherwise permitted in the zone, or is in the R-1 zone and has a minimum lot size of 20,000 square feet.
    - b. The unit satisfies all requirements identified in subsections b through g of section 33-115(e)(1)(B)i.
  - iii. New units may be up to 2,000 square feet if they meet all of the following requirements:
    - a. The parcel on which the two-family dwelling is located is in the R-E or R-1 zone and has a lot size of at least one acre.
    - b. The unit satisfies all requirements identified in subsections b through g of section 33-115(e)(1)(B)i.
- (C) Any future subdivision of a parcel with a two-family dwelling project shall not cause the parcel to be out of compliance with the provisions of this subsection.

(2) Setbacks and building separation:

- (A) Minimum side and rear yard setbacks for a two-family dwelling shall be no less than four feet.
- (B) Section 33-104(c), projections into setbacks, shall not apply to any projects utilizing sections 33-115 or 33-116.
- (C) For two family dwellings constructed on properties which have frontage on streets which have not been dedicated to their ultimate width, setbacks shall be measured from the ultimate right-of-way.
- (D) Setback requirements noted above shall not apply to a legally existing detached accessory structure that is utilized as one of the two units associated with the two-family dwelling or for a new structure constructed in the same location as a legally existing detached accessory structure.
- (E) Detached dwelling units and associated covered parking shall be a minimum of 10 feet from each other unless all structures are single-story

and not more than 16 feet in height, in which case the minimum separation shall be five feet.

- (F) Notwithstanding subsection (E) above, all dwellings with less than 10 feet of separation shall meet the fire resistive construction requirements contained in the California Residential and Fire codes.

(3) Maximum Height/Stories:

- (A) If located within the rear or side yard setback of the underlying zoning district, the two-family dwelling shall be limited to 16 feet and one-story.
- (B) If compliant with the setbacks for the underlying zoning district, the two-family dwelling shall comply with the height limitations of the underlying zoning district.

(4) Parking Requirements:

- (A) At least one off-street parking space shall be provided for each new unit constructed under the provisions of this section. Said parking spaces shall be covered, and shall not be in tandem with parking spaces for any other unit on the property.
- (B) The required parking shall be located onsite with the two-family dwelling the parking is associated with.
- (C) Parking spaces shall be designed pursuant to section 33-769. Compact spaces are not permitted.
- (D) The foregoing parking standards shall not be required in either of the following circumstances:
- i. The two-family dwelling is located within one-half mile walking distance of either a high-quality transit corridor as defined in subdivision (b) of section 21155 of the Public Resources Code, or a major transit stop as defined in section 21064.3 of the Public Resources Code. The applicant shall be responsible for demonstrating applicability of this section; or
  - ii. There is a car share vehicle located within one block of the two-family dwelling.

(5) Access and easements

- (A) Vehicular access from the public right of way shall meet the following requirements:
- i. Driveways that provide access to two homes shall have a minimum paved width of 20 feet.
  - ii. Driveways that provide access to three homes, or that provide access to parking facilities with nine or more parking spaces, shall have a minimum width of 24 feet, unless the parking facility is served by 2 one-way driveways, in which case each driveway shall be at least 12 feet wide.
  - iii. All driveways shall have a height clearance of at least 13 feet 6 inches, and shall be paved with cement, asphaltic concrete, or other all-weather construction material(s) and to the City Design Standards for Driveway Structural Design.
  - iv. Access improvements shall be provided in compliance with the City's adopted standard drawings.
  - v. Access to lots shall be in conformance with Article 39 of the Escondido Zoning Code. Dead end access shall be no longer than 150-feet in length unless a Fire Department approved turn-around is provided. Fire Department access shall be a minimum of 20 feet in unobstructed width.
- (B) Access to lots shall be in conformance with Article 39 of the Escondido Zoning Code. Dead end access shall be no longer than 150-feet in length unless a Fire Department approved turn-around is provided. Fire Department access shall be a minimum of 20 feet in unobstructed width.
- (C) Emergency access and easements for the provision of public facilities, utilities, and/or access shall be provided in compliance with applicable sections of the municipal code.
- (6) The primary entrance for any new dwelling unit constructed as part of a two-family dwelling shall not be oriented to the side or rear property line unless the structure meets the side or rear setback established by the underlying zoning district.
- (7) Each unit in a two-family dwelling shall be placed on a permanent foundation and permanently connected to the public sewer system or an onsite wastewater treatment system approved by the County of San Diego Health Department.



(8) Each unit in a two-family dwelling shall include sufficient permanent provision for living, sleeping, eating, cooking, and sanitations, including but not limited to washer/dryer hookups and full kitchen facilities.

(9) Both units in a two-family dwelling shall share the same water and sewer utility connections and meter, and shall be subject to connection fees or capacity charges, or both.

(g) Additional Requirements:

(1) Construction of a two-family dwelling project shall not require the demolition of more than 25 percent of the exterior structural walls of an existing dwelling unless the site has not been occupied by a tenant in the last three (3) years.

(2) Any unit created pursuant to this section shall, if rented, be rented for a term longer than 30 days.

(3) A deed restriction prepared by the City shall be recorded against the subject property prior to issuance of any building permit(s) for a two-family dwelling. The deed restriction shall run with the land and shall stipulate compliance with the applicable provisions of this section.

(4) New dwelling units constructed as part of a two-family dwelling shall meet the requirements of the California Building, Residential, and Fire codes, as such codes have been adopted and amended by Chapters 6 and 11 of the Escondido Municipal Code.

(5) Both units in a two-family dwelling project shall utilize the same colors and materials. This requirement applies whether both units are constructed at the same time or if one (1) unit is added to a property that is currently developed with an existing unit.

(6) Solar panels shall be required on newly constructed units within a two-family dwelling project in compliance with the California Energy Code.

(7) Accessory Dwelling Units:

(A) For the purposes of this subsection, *Unit* refers to either a primary dwelling unit, an accessory dwelling unit (ADU), or a junior ADU.

(B) Inclusive of the two-family dwelling requirements described in this section, any existing parcel may be permitted to construct up to four total units.

(C) Any parcel created pursuant to section 33-116 shall be permitted to have no more than two total units.

(D) ADUs and Junior ADUs shall be governed by the provisions of Article 70.

**Sec. 33-116. Urban lot split**

- (a) Purpose. The purpose of section 33-116 is to appropriately regulate qualifying Senate Bill 9 urban lot split developments within single-family residential zones in accordance with California Government Code section 66411.7.
- (b) For the purposes of this section, *two-family dwelling* shall have the same meaning as that identified in section 33-115.
- (c) Urban lot splits, as defined in section 33-8, shall be approved ministerially without discretionary review.
- (d) Urban lot splits are not permitted on the following parcels:
  - (1) Those described in section 33-115(d)(2);
  - (2) Parcels that were created by a prior urban lot split;
  - (3) Parcels adjacent to those which the owner or someone acting in concert with the owner has previously subdivided through an urban lot split process.
  - (4) Parcels where subdivision would result in either of the new parcels being out of compliance with the maximum unit sizes identified in subsection 33-115(e)(1)(C).
  - (5) Parcels containing more than two units, as that term is described in subsection 33-115(f)(7)(A).
- (e) All provisions of the Subdivision Map Act and Escondido Municipal Code shall apply unless expressly modified in this section.
  - (1) No dedication of right-of-way or construction of offsite improvements shall be required as a condition of parcel map approval.
  - (2) If the urban lot split is proposed on a public street that has not been dedicated to its ultimate width, public facilities, utilities, and/or access easements shall be recorded as a condition of parcel map approval.
- (f) Development Standards. Parcels shall be subject to all development standards of the zone in which the property is located, except as modified below:

- (1) Lot size:
- (A) Each newly created lot shall be at least 40% of the lot area of the parcel being divided.
  - (B) Each newly created parcel shall be no smaller than 1,200 square feet.
- (2) Setbacks, unit size, and parking requirements shall be the same as those in section 33-115(e).
- (g) A parcel created by an urban lot split shall be permitted to have a total of two units. This can be achieved through either a two-family dwelling, a single-family dwelling with an ADU, or a single-family dwelling with a junior ADU.
  - (h) Parcels created by an urban lot split shall not be required, as a condition of ministerial approval, to correct nonconforming zoning conditions.
  - (i) An application for an urban lot split shall not be rejected solely because it proposes adjacent or connected structures, provided that the structures meet building code safety standards and are sufficient to allow separate conveyance.
  - (j) Access to lots shall be in conformance with Article 39 of the Escondido Zoning Code. Dead end access shall be no longer than 150-feet in length unless a Fire Department approved turn-around is provided. Fire Department access shall be a minimum of 20 feet in unobstructed width.
  - (k) Each dwelling unit and parcel shall have access to, provide access to, or adjoin the public right of way. Accessibility shall be in conformance with the Building Code and Americans with Disability Act, and shall not preclude construction of future public improvements
  - (l) Easements for the provision of public facilities, utilities, access, and/or emergency access shall be provided as a condition of approval of an urban lot split.
  - (m) Unless specifically exempted pursuant to Government Code sections 66411.7(g)(2) and (3), an applicant for an urban lot split shall sign an affidavit stating that the applicant intends to occupy one of the housing units as their principal residence for a minimum of three years from the date of the approval of the urban lot split.
  - (n) Units on parcels created subject to this section shall, if rented, be rented for a term longer than 30 days.
  - (o) Applications for urban lot splits shall be processed in the same manner as those for tentative parcel maps, and shall be subject to the applicable requirements contained in Chapter 32 of the Escondido Municipal Code.

- (p) Notes shall be included on the parcel map which reference compliance with sections 33-115 and 33-116 of the Escondido Zoning Code, and any other provisions of said code related to urban lot splits.
- (q) Fees for urban lot split applications shall be the same as those assessed for other tentative parcel map and parcel map applications.
- (r) Denial of permit:
  - (1) The City may deny a request for an urban lot split if the building official makes a written finding, based upon a preponderance of the evidence, that the request would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of section 65589.5 the California Government Code, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.
- (s) Appeals:
  - (1) Appeals of the director's decision shall be governed by section 33-1303.

## **ADDITIONAL MODIFICATIONS**

### **Sec. 33-8. Definitions.**

Urban lot split means the subdivision of any lot in a single-family residential zone or parcels designated for primarily single-family development in a specific plan into two lots.

### **Sec. 33-90. Purpose.**

- (a) Residential zones are established to provide for residential districts of various population densities so that the various types of residential developments may be separated from each other as necessary to assure compatibility of uses within family living areas, including the necessary appurtenant and accessory facilities associated with such areas.
- (b) The following classes of residential use zones are established:
  - (1) The agriculture residential (R-A) zone is established to provide an agricultural setting in which agricultural pursuits can be encouraged and supported within the city. The R-A zone is designed to include single-family detached dwellings and to protect agricultural uses from encroachment by urban uses until residential, commercial or industrial uses in such areas become necessary or desired.
  - (2) The estate residential (R-E) zone is established to provide a rural setting for family life in single-family detached dwellings. Provisions are made for the

maintenance of limited agricultural pursuits as well as those uses necessary and incidental to single-family living.

- (3) The single-family residential (R-1) zone is established to provide a suburban setting suitable for family life in single-family, detached dwellings.
- (4) The mobilehome residential (R-T) zone is established to provide a mobilehome park setting for family life in single-family detached mobilehomes. No land shall be classified into this zone where such classification would create an R-T zone area of less than four hundred thousand (400,000) square feet.
- (5) The light multiple residential (R-2) zone is established to provide a multifamily setting for family life in low-height, low density dwelling units in close proximity to single-family residential neighborhoods.
- (6) The medium multiple residential (R-3) zone is established to provide a multifamily setting for family life in low-height, medium density dwelling units in close proximity to other multifamily neighborhoods.
- (7) The high multiple residential (R-4) zone is established to provide a multifamily setting for family life in mid-height, high density dwelling units in close proximity to other multifamily neighborhoods and near the city's center.
- (8) The very high multiple residential (R-5) zone is established to provide a multifamily setting for family life in higher-height, very high density dwelling units in close proximity to other multifamily neighborhoods and near the city's center.

(c) Subsection 33-90(a) notwithstanding, this section also serves to implement provisions of sections 65852.21 and 66411.7 of the Government Code.

**Sec. 33-94. Permitted and conditional uses and structures.** (Note: the only revisions to this section are as shown on the portion of Table 33-94 below, including the addition of Footnote 2.)

**Table 33-94**

Permitted/Conditional Uses & Structures	R-A	R-E	R-1	R-T	R-2	R-3	R-4	R-5
Residential and Lodging								
Single-family dwellings detached	P	P	P		P	P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>
Mobilehome on parcel alone, pursuant to section 33-111	P	P	P	P				

Permitted/Conditional Uses & Structures	R-A	R-E	R-1	R-T	R-2	R-3	R-4	R-5
<u>Two-family dwelling units and urban lot splits</u>		<u>P<sup>2</sup></u>	<u>P<sup>2</sup></u>					
Two-family, <u>three-family</u> , and multiple-family dwellings					P	P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>

**Notes:**

1 No vacant or underdeveloped lot or parcel of land in any R-3, R-4, and R-5 zone shall be improved or developed at a density below seventy (70) percent of the maximum permitted density. Exceptions to the minimum density requirement may be granted in writing as part of the plan approval required by section 33-106 provided the development will not preclude the city from meeting its housing needs as described in the housing element of the Escondido general plan. Minimum density requirements shall not apply to property owners seeking to enhance or enlarge existing dwelling units or construct other accessory structures on a site.

2 Pursuant to sections 33-115 and 33-116.

**Sec. 33-95. Permitted accessory uses and structures.** (Note that tables in this section are not shown; no changes are proposed to those tables.)

(a) Accessory uses and structures are permitted in residential zones, provided they are incidental to, and do not substantially alter the character of the permitted principal use or structure. Such permitted accessory uses and structures include, but are not limited to, those listed in Table 33-95.

(1) When provided by these regulations, it shall be the responsibility of the director to determine if a proposed accessory use is necessarily and customarily associated with, and is appropriate, incidental, and subordinate to, the principal use, based on the director’s evaluation of the resemblance of the proposed accessory use to those uses specifically identified as accessory to the principal uses and the relationship between the proposed accessory use and the principal use.

(b) The permitted types and quantities of animals allowed in residential zones is listed in Table 33-95a. Other household pets are allowed pursuant to section 33-1116 of Article 57 of this chapter.

(1) At no time shall the keeping of such animals and pets constitute a nuisance or other detriment to the health, safety, or general welfare of the community.

(2) All animal keeping is subject to the animal control and humane treatment standards in Chapter 4 of the Municipal Code (Animal Control) and other regulations found in County and State codes, including, but not limited to, State Health and Safety Code.



- (3) No more than the quantities of animals specifically listed in Table 33-95(a) or section 33-1116 shall be kept on any premises, except that offspring may be kept onsite for up to four (4) months from birth.
- (4) The number of animals allowed on properties that have been divided pursuant to section 33-116 shall be one half of that otherwise allowed in the underlying zoning district.

**Sec. 33-97. Property development standards.**

- (a) In addition to the property development standards set forth in this chapter, the development standards set forth in this article shall apply to land and structures in residential zones.
- (b) Properties developed pursuant to sections 33-115 or 33-116 shall be subject to the development standards contained in those sections. For any development standards not addressed in those sections, the standards contained elsewhere in this chapter shall apply.

**Sec. 33-98. Parcel requirements.**

**Table 33-98a**

Zoning Suffix	Minimum Lot Area (square feet)	Average Lot Width (feet)	Minimum Street Lot Frontage	Population Density
R-T <sup>2</sup>	4,500*	55*	35 feet on a line parallel to the centerline of the street or on a cul-de-sac improved to city standards <sup>1</sup> .  Frontage on a street end that does not have a cul-de-sac improved to city standards shall not be counted in meeting this requirement except for panhandle lots.  Panhandle lots pursuant to Article 56.	Not more than one single-family dwelling may be placed on a lot or parcel of land in this zone. <sup>3</sup>
R-1-6	6,000	60		
R-1-7	7,000	65		
R-1-8	8,000	70		
R-1-9	9,000	75		
R-1-10	10,000	80		
R-1-12	12,000	85		
R-1-15	15,000	90		
R-1-18	18,000	95		
R-1-20	20,000	100		
R-1-25	25,000	110		

Zoning Suffix	Minimum Lot Area (square feet)	Average Lot Width (feet)	Minimum Street Lot Frontage	Population Density
			*Mobilehome parks pursuant to Article 45 allow different lot requirements. Title 25 provisions apply where applicable.	
R-E-20	20,000	100	20 feet or be connected to a public street by a permanent access easement <sup>1</sup> .  Panhandle lots pursuant to Article 56.	
R-E-25	25,000	110		
R-E-30	30,000	125		
R-E-40	40,000	150		
R-E-50	50,000			
R-E-60	60,000			
R-E-70	70,000			
R-E-80	80,000			
R-E-90	90,000			
R-E-100	100,000			
R-E-110	110,000			
R-E-130	130,000			
R-E-150	150,000			
R-E-170	170,000			
R-E-190	190,000			
R-E-210	210,000			
R-A-5	217,800	150	60 feet or be connected to a public street by a permanent access easement. <sup>1</sup>	
R-A-10	435,600			

Zoning Suffix	Minimum Lot Area (square feet)	Average Lot Width (feet)	Minimum Street Lot Frontage	Population Density
			Panhandle lots pursuant to Article 56.	

**Notes:**

1. Exception: Access to lots or parcels may be provided by private road easement conforming to the following standards:
  - (a) The minimum easement widths shall be 20 to 24 feet as determined by the city engineer and fire marshal; subject to the Escondido Design Standards and Standard Drawings;
  - (b) Pavement section widths, grades and design shall be approved by the city engineer;
  - (c) A cul-de-sac or turnaround shall be provided at the terminus to the satisfaction of the planning, engineering and fire departments.
2. Except for land that was being used for mobile homes prior to the effective date of the ordinance codified in this article, no land shall be classified into this zone where such classification would create an R-T zone area of less than 400,000 square feet.
3. Properties developed pursuant to section 33-115 and/or 33-116 shall be allowed one two-family dwelling project/Urban Lot Split.

**Sec. 33-106. Plan approval required.**

- (a) Building plan review and building permits are required for the construction or modification of single-family detached dwellings, mobilehomes, and some accessory structures in residential and R-T zones. Application shall be made to the building division for plan review, which is subject to planning division confirmation of zoning compliance. Two-family dwellings and urban lot splits in single-family residential zones shall be processed pursuant to section 33-115 and 33-116 of this article, respectively.
- (b) An appropriate development application for the construction or modification of ~~two-family~~ more than one dwellings on any lot in R-2, R-3, R-4 and R-5 zones, multiple-family dwellings, some accessory structures, and nonresidential development in all residential zones is required pursuant to Article 61 of this chapter.

**Sec. 33-107. Building requirements, generally.**

Table 33-107 lists building requirements in residential zones (excluding mobilehome parks approved pursuant to Article 45).

**Table 33-107**

<b>Building Requirements</b>	<b>R-A</b>	<b>R-E</b>	<b>R-1</b>	<b>R-2</b>	<b>R-3</b>	<b>R-4</b>	<b>R-5</b>	<b>R-T*</b>
Building height (feet), except as otherwise provided in this chapter	35	35	35	35 <sup>1</sup>	35 <sup>1</sup>	75	75	35
Maximum building stories				2 <sup>1</sup>	3 <sup>1</sup>	4 <sup>1</sup>	4 <sup>1</sup>	
Minimum distance between residence and accessory buildings (feet)	10 <sup>5</sup>	10 <sup>5</sup>	10 <sup>5</sup>	10 <sup>5</sup>	10 <sup>5</sup>	10 <sup>5</sup>	10 <sup>5</sup>	10 <sup>5</sup>
Dwelling unit minimum floor area (square feet) <sup>2</sup>	850	1,000 <sup>6</sup>	850 <sup>6</sup>	500	400	400	400	700
Maximum percent lot coverage by primary and accessory structures	20%	30%	40%	50%	none	none	none	60%
Maximum floor area ratio (FAR) <sup>3</sup>	0.3	0.4 <sup>4</sup>	0.5	0.6	0.7	0.8	0.9	none
Minimum square feet allowed for residential and parking regardless of the FAR	1,500	1,500	1,500	2,500	3,500	4,500	5,000	700

**Notes:**

1. Buildings or structures in excess of one (1) story and located adjacent to single-family zoned land, shall provide a setback equal to the abutting setback required by the single-family zone standards, plus five (5) additional feet for each story over two (2) on the property line(s) abutting the single-family zone(s) as noted in sections 33-100 and 33-101. Additionally, building features such as windows, doors, balconies, etc., bulk and scale shall not adversely affect the adjacent single-family property.
  2. Area is exclusive of porches, garages, carports, entries, terraces, patios or basements.
  3. FAR is the numerical value obtained by dividing the total gross floor area of all buildings on the site by the total area of the lot or premises.
  4. Except that the maximum FAR for the RE-20 zone shall be 0.5; and for the RE-170 and RE-210 zones the maximum FAR shall be 0.3.
  5. Pursuant to section 33-103(c), if the residence (or main building) and detached accessory building are both one (1) story in height, then the minimum separation requirement may be reduced to five (5) feet, unless a greater distance is required by local building and fire code requirements for fire separation.
  6. Dwelling unit minimum floor area does not apply to units created subject to section 33-115.
- \* Requirements apply unless superseded by Title 25.

**Sec. 33-1314. Definition and purpose.**

- (a) *Plot plan* means a zoning instrument used primarily to review the location and site development of certain permitted land uses. The plot plan review process is required when any of the following are proposed in a multi-family, commercial, or industrial zone:
- (1) A new building, structure, or addition;
  - (2) A new permitted use of land or existing structure that may require additional off-street parking;
  - (3) A modification of an existing development affecting the building area, parking (when a reduction in parking spaces is proposed), outdoor uses, or on-site circulation. Changes to parking areas that do not result in a reduction in parking spaces are exempt from plot plan review, but require design review, as provided in section 33-1355(b)(2);
  - (4) As may otherwise be required by this chapter.

Plot plan review is not required for residential development created by a planned development or residential subdivision of single-family lots.

- (b) *Minor plot plan* may include, but shall not be limited to, a change in use with no additional floor area, minor building additions, outdoor storage as an accessory use in the industrial zones, or other site plan changes affecting site circulation and parking, as determined by the director.
- (c) *Major plot plan* may include, but shall not be limited to, new construction, reconstruction and additions of facilities permitted in the underlying zone, or other projects that exceed thresholds for a minor plot plan, as determined by the director. All two-family dwelling projects proposed pursuant to section 33-115 shall be subject to the approval of a major Plot Plan.

**MUNICIPAL CODE AMENDMENTS**

**Sec. 23-119. Public dedication of rights-of-way required.**

- (a) Subject to the “individualized determination” of section 23-121, any applicant who constructs any new building or dwelling in the city shall grant necessary public dedication or have provided a grant of easement or other appropriate conveyance, as approved by the city attorney. Accessory structures with a valuation less than twenty-three thousand eight hundred twenty-eight dollars (\$23,828.00), as determined by building permit valuation, and accessory structures to single-family

residences shall be exempt from this section. Rights-of-way shall also be provided for any improvements to existing facilities including rights-of-way for storm drains or other required public facilities. All rights-of-way shall be accompanied by a title examination report and be free of all liens and encumbrances.

- (b) The public dedications required by subsection (a) of this section shall also apply to any person who enlarges or expands any building in the city if the cost of such work exceeds the sum of twenty-three thousand eight hundred twenty-eight dollars (\$23,828.00) as determined by building permit valuation. By resolution of city council, said amount may be increased annually consistent with the International Code Council valuation schedule for the appropriate construction type.
- (c) The required public dedications shall be granted prior to issuance of the building permit for the subject property.
- (d) In determining the building permit valuation, the building official shall include the cumulative building permit valuation of multiple building permit applications within a twelve (12) month period to determine whether the development is exempt from this section.
- (e) Projects developed under the provisions of sections 33-115 and/or 33-116 of the Escondido Zoning Code shall be exempt from the provisions of this section. Easement(s) may be required for public facilities, utilities, and/or access.

**Sec. 23-120. Public improvements required.**

- (a) Subject to the “individualized determination” of section 23-121, any applicant who constructs any building or dwelling in the city shall construct all necessary public improvements in accordance with city specifications upon the property and along all street frontages adjoining the property upon which such building is constructed unless adequate improvements already exist. Accessory structures with a valuation less than twenty-three thousand eight hundred twenty-eight dollars (\$23,828.00), as determined by building permit valuation, and accessory structures to single-family residences shall be exempt from this section. In each instance, the city engineer shall determine whether the necessary improvements exist and are adequate. Each building permit application shall be so endorsed at the time it is issued. All new and redevelopment projects are subject to undergrounding of overhead utilities.
- (b) The improvements required by subsection (a) of this section shall also apply to any person who enlarges or expands any building or dwelling in the city if the cost of such work exceeds twenty-three thousand eight hundred twenty-eight dollars (\$23,828.00), as determined by building permit valuation.

- (c) By resolution of city council, such amount may be increased annually consistent with the International Code Council valuation scheduled for the appropriate construction type. Tenant and façade improvements to any building that do not result in enlargement or expansion of the building area are exempt from public improvements and undergrounding of overhead utilities.
- (d) In determining the building permit valuation, the building official shall examine the cumulative building permit valuation of multiple building permit applications within a twelve (12) month period to determine whether the development is exempt from this section.
- (e) Projects developed under the provisions of sections 33-115 and/or 33-116 of the Escondido Zoning Code shall be exempt from the provisions of this section. Easement(s) may be required for future public facilities, utilities, and/or access.

#### **Sec. 23-47. Undergrounding required.**

- (a) All development projects within the City of Escondido which are either new subdivisions or subject to section 23-119 or 23-120 shall be required to underground all utility distribution facilities, including cable television and other communication facilities.
- (b) The developer shall make the necessary arrangements with each of the serving utilities, including those providing cable television, telephone, and other utility services, for the installation of such facilities. All transformers, terminal boxes, meter cabinets, pedestals, concealed ducts, and any other related facilities appurtenant to such underground utilities shall also be placed underground except in circumstances permitting above ground installations pursuant to conditions established by the director of community development.
- (c) Projects developed under the provisions of sections 33-115 and/or 33-116 of the Escondido Zoning Code shall be exempt from the provisions of this section. Easement(s) may be required for future public facilities, utilities, and/or access.

#### **32.204.02. REQUIREMENTS**

Before approval of a Final or Parcel Map for a subdivision, the subdivider shall:

- A.** Grade and improve or agree to grade and improve all land dedicated or to be dedicated for streets or easements, bicycle ways and all private streets and private easements laid out on a Final Map or Parcel Map in such manner and with such improvements as are necessary in accordance with the Escondido City standards;



- B.** Install or agree to install sewers or sewage disposal systems in accordance with the Private Sewage Disposal Systems ordinance;
- C.** Provide proof satisfactory to the City Engineer that there exists an adequate potable water supply available to each lot or parcel and that the sub-divider will install or agree to install water supply facilities to the satisfaction of the City Engineer provided that the City Engineer may require such other system or size of water supply pipe as recommended by the water facility serving the subdivision;
- D.** Install or agree to install as required by the City Engineer, fire hydrants and connections, which hydrants and connections shall be of a type approved by the Escondido Fire Chief; and
- E.** Construct or agree to construct all off-site improvements required by the City Engineer.
- F.** Subdivisions created under the provisions of section 33-116 of the Escondido Zoning Code shall be exempt from the provisions of this section. Easement(s) may be required for future public facilities, utilities, and/or access.

ORDINANCE NO. 2022-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING AMENDMENTS TO THE ESCONDIDO MUNICIPAL AND ZONING CODES FOR THE IMPLEMENTATION OF SENATE BILL 9.

WHEREAS, the City of Escondido Planning and Engineering Divisions and City Attorney’s Office have reviewed the Government Code sections created by the adoption of Senate Bill 9 (“SB 9”), and developed objective development standards to efficiently implement the requirements in the City of Escondido; and

WHEREAS, to create the local provisions, Planning Division staff identified the need to amend Articles 1 (General Provisions and Definitions), 6 (Residential Zones), and 61 (Administration and Enforcement) of the Escondido Zoning Code, and Sections 23-119 (Public dedication of rights-of-way required), 23-120 (Public improvements required), 23-47 (Undergrounding required), and 32.204.02 (requirements) of the Escondido Municipal Code; and

WHEREAS, the Planning Commission of the City of Escondido, on July 12, 2022, held a public hearing to consider the Zoning Code Amendments and unanimously recommended approval of the items as provided in Exhibit “B”; and

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

WHEREAS, on August 24, 2022, the City Council of the City of Escondido did hold a duly noticed public hearing as prescribed by law. At said hearing, the City Council received and considered the reports and recommendations of the Planning Commission and City staff, and gave all persons full opportunity to

be heard and to present evidence and testimony respecting said matter. Evidence was submitted to and considered by the City Council, including, without limitation:

- a. Written information, and other material, submitted as part of the Amendments;
- b. Oral testimony from City staff, interested parties, and the public;
- c. The staff report, dated August 24, 2022, with its attachments as well as City staff's recommendation on the Amendments, which is incorporated herein as though fully set forth herein; and
- d. Additional information submitted during the public hearing.

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 Zoning Code Amendments are exempt from further review pursuant to the CEQA and the State CEQA Guidelines pursuant to Sections 65852.21(j) and 66411.7(n), in that the proposed amendments are associated with adoption of local SB 9 requirements.

SECTION 3. That the Project satisfies the requirements of state Planning and Zoning Law.

SECTION 4. That the proposed amendments to the Escondido Municipal and Zoning Codes are consistent with the Escondido General Plan and applicable Elements were reviewed as part of the amendment drafting process to ensure consistency.

SECTION 5. That, after consideration of all evidence presented, and studies and investigations made by the City Council and on its behalf, the City Council makes the substantive Findings of Fact and determinations attached hereto as Exhibit "A," relating to the information that has been considered.

SECTION 6. That, considering the Findings of Fact and applicable law, the City Council hereby approves said amendments, attached as Exhibit "B" and hereto and incorporated herein by this reference as though fully set forth herein.

SECTION 7. SEPARABILITY. If any section, subsection, sentence, clause, phrase or portion of this ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction,

such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

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

SECTION 9. 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.

## FACTORS TO BE CONSIDERED / FINDINGS OF FACT

### PL22-0363

#### Zoning Code Amendment Determinations:

1. The public health, safety, and welfare will not be adversely affected by the proposed change in that the amendment under consideration is directly linked to the recent State legislation (SB 9), and adopts local objective requirements and procedures for efficiently processing two family dwelling developments and urban lot splits.
2. The proposed modifications are for all parcels zoned estate residential (R-E) and single-family residential (R-1) on the City of Escondido Zoning Map, as well as parcels in specific plans intended primarily for single-family residential development. The approval of these requirements are consistent with State law and allows for implementation of local objective development standards.
3. The uses that would be permitted by the proposed Zoning Code Amendment will not be detrimental to surrounding properties because on January 1, 2022, the provisions for SB 9 became active across the State and already apply to every single-family residential parcel in the City of Escondido. Adoption of local requirements allows the City to establish objective development standards to ensure compatibility with existing residential neighborhoods.
4. The proposed change is consistent with the adopted General Plan as the City of Escondido must continue to provide more opportunities for housing to meet the Regional Housing Needs Allocation of 9,607 units that have been assigned to Escondido. In addition, State law supersedes our local limitations regarding single-family residential zoning districts, and adopting local objective standards allows the ability to maintain neighborhood compatibility to the extent possible.
5. By reference, the proposed changes, pursuant to SB 9, will apply to parcels in specific plans designated primarily for single-family residential use.

# THE FOLLOWING SECTIONS SHALL BE ADDED TO THE ESCONDIDO ZONING CODE:

## Sec. 33-115. Two-family dwellings in single-family residential zones and specific plans

- (a) Purpose. The purpose of section 33-115 is to appropriately regulate qualifying Senate Bill 9 two-family dwelling unit developments within single-family residential zones in accordance with California Government Code section 65852.21.
- (b) For the purposes of this section and section 33-116 only, the term *two-family dwelling* shall mean two attached or detached units on single-family zoned properties, as described in subsection (d), and on properties in specific plans intended for single-family residential use.
- (c) Permit required. Two family dwellings shall require processing of a major Plot Plan application as described in division 8 of article 61 of this chapter.
  - (1) The director of development services or their designee (Director) shall review complete applications for compliance with the requirements of this section and the underlying development standards in the zoning district or specific plan in which it is located, and any other applicable objective development standards stated in the Municipal Code. Notwithstanding language in any specific plan to the contrary, provisions of this section shall supersede where any conflict exists. The Director shall ministerially approve complete applications found to be in compliance with these standards.
  - (2) The Director may deny a complete application if it fails to comply with the requirements of this section, the underlying development standards in the zoning district or specific plan in which it is located, and any other applicable objective development standards stated in the Municipal Code. In addition to the foregoing, the Director may deny an application if such denial is based upon a preponderance of evidence and the written finding of the building official that the proposed two-family dwelling project would have a specific, adverse impact, as defined in Government Code section 65589.5, subdivision (d)(2), upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. Notwithstanding the foregoing, an application shall not be rejected solely because it proposes adjacent or connected structures provided that the structures meet building code safety standards.

(d) Appeals of the Director's decision shall be governed by section 33-1303.

(1) If the development of a two-family dwelling project requires another entitlement pursuant to the Escondido Zoning Code, the two-family dwelling project shall not be approved until that entitlement process is completed and approved. If the entitlement is not approved, the two-family dwelling project cannot be approved unless it is redesigned to eliminate the need for the denied entitlement.

(e) Location.

(1) Except as specified below, two-family dwellings shall be permitted in estate residential (R-E) and single-family residential (R-1) zones, and on properties in specific plans intended primarily for single-family residential use.

(2) Two-family dwellings shall not be permitted in the following locations:

(A) On properties that allow as the primary use multi-family residential, commercial, industrial, agricultural, or mixed uses, regardless of the allowance of single-family residential uses.

(B) On properties described in subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision (a) of Government Code section 65913.4.

(C) Within a historic district or upon property included on the State Historic Resources Inventory, as defined in section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic resource or district pursuant to a city or county ordinance.

(D) On parcels requiring demolition or alteration of any of the following types of housing:

i. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

ii. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

iii. Housing that has been occupied by a tenant in the last three years.

(E) On parcels which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with section 7060) of



Division 7 of Title 1 of the Government Code to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

- (F) On parcels with legal nonconforming uses or structures unless development of the two-family dwelling brings the property into conformance.
- (f) Objective Development Standards: The development standards set forth below shall apply to all two-family dwellings. Any development standard not explicitly identified below shall be subject to the underlying zoning designation or specific plan, and all applicable provisions of this code, unless superseded by Government Code sections 65852.21, 66411.7, and 66452.6.

(1) Unit Size:

- (A) The minimum unit size of any unit created as part of a two-family dwelling shall be 400 square feet.
- (B) Except as described below, no new unit constructed as part of a two-family dwelling may exceed 800 square feet.
  - i. New units may be up to 1,200 square feet if they meet all of the following requirements:
    - a. The parcel on which the two-family dwelling is located is in the R-E or R-1 zone and has a lot size of at least one and a half (1 ½) times the minimum size otherwise permitted in the zone.
    - b. No accessory dwelling unit or junior ADU exist on the parcel.
    - c. A deed restriction is recorded prohibiting the construction of an ADU or junior ADU on the parcel.
    - d. Existing and new dwelling units shall each have two covered parking spaces.
    - e. An attached or detached garage or covered parking space(s) associated with the 1,200 square foot unit does not exceed 450 square feet.
    - f. Existing and new dwelling units shall meet the minimum setbacks in the underlying zone.



- (E) Detached dwelling units and associated covered parking shall be a minimum of 10 feet from each other unless all structures are single-story and not more than 16 feet in height, in which case the minimum separation shall be five feet.
- (F) Notwithstanding subsection (E) above, all dwellings with less than 10 feet of separation shall meet the fire resistive construction requirements contained in the California Residential and Fire codes.

(3) Maximum Height/Stories:

- (A) If located within the rear or side yard setback of the underlying zoning district, the two-family dwelling shall be limited to 16 feet and one-story.
- (B) If compliant with the setbacks for the underlying zoning district, the two-family dwelling shall comply with the height limitations of the underlying zoning district.

(4) Parking Requirements:

- (A) At least one off-street parking space shall be provided for each new unit constructed under the provisions of this section. Said parking spaces shall be covered, and shall not be in tandem with parking spaces for any other unit on the property.
- (B) The required parking shall be located onsite with the two-family dwelling the parking is associated with.
- (C) Parking spaces shall be designed pursuant to section 33-769. Compact spaces are not permitted.
- (D) The foregoing parking standards shall not be required in either of the following circumstances:
  - i. The two-family dwelling is located within one-half mile walking distance of either a high-quality transit corridor as defined in subdivision (b) of section 21155 of the Public Resources Code, or a major transit stop as defined in section 21064.3 of the Public Resources Code. The applicant shall be responsible for demonstrating applicability of this section; or
  - ii. There is a car share vehicle located within one block of the two-family dwelling.

(5) Access and easements

(A) Vehicular access from the public right of way shall meet the following requirements:

- i. Driveways that provide access to two homes shall have a minimum paved width of 20 feet.
- ii. Driveways that provide access to three homes, or that provide access to parking facilities with nine or more parking spaces, shall have a minimum width of 24 feet, unless the parking facility is served by 2 one-way driveways, in which case each driveway shall be at least 12 feet wide.
- iii. All driveways shall have a height clearance of at least 13 feet 6 inches, and shall be paved with cement, asphaltic concrete, or other all-weather construction material(s) and to the City Design Standards for Driveway Structural Design.
- iv. Access improvements shall be provided in compliance with the City's adopted standard drawings.

(B) Access to lots shall be in conformance with Article 39 of the Escondido Zoning Code. Dead end access shall be no longer than 150-feet in length unless a Fire Department approved turn-around is provided. Fire Department access shall be a minimum of 20 feet in unobstructed width.

(C) Emergency access and easements for the provision of public facilities, utilities, and/or access shall be provided in compliance with applicable sections of the municipal code.

(6) The primary entrance for any new dwelling unit constructed as part of a two-family dwelling shall not be oriented to the side or rear property line unless the structure meets the side or rear setback established by the underlying zoning district.

(7) Each unit in a two-family dwelling shall be placed on a permanent foundation and permanently connected to the public sewer system or an onsite wastewater treatment system approved by the County of San Diego Health Department.

(8) Each unit in a two-family dwelling shall include sufficient permanent provision for living, sleeping, eating, cooking, and sanitations, including but not limited to washer/dryer hookups and full kitchen facilities.

(9) Both units in a two-family dwelling shall share the same water and sewer utility connections and meter, and shall be subject to connection fees or capacity charges, or both.

(g) Additional Requirements:

(1) Construction of a two-family dwelling project shall not require the demolition of more than 25 percent of the exterior structural walls of an existing dwelling unless the site has not been occupied by a tenant in the last three years.

(2) Any unit created pursuant to this section shall, if rented, be rented for a term longer than 30 days.

(3) A deed restriction prepared by the City shall be recorded against the subject property prior to issuance of any building permit(s) for a two-family dwelling. The deed restriction shall run with the land and shall stipulate compliance with the applicable provisions of this section.

(4) New dwelling units constructed as part of a two-family dwelling shall meet the requirements of the California Building, Residential, and Fire codes, as such codes have been adopted and amended by Chapters 6 and 11 of the Escondido Municipal Code.

(5) Both units in a two-family dwelling project shall utilize the same colors and materials. This requirement applies whether both units are constructed at the same time or if one unit is added to a property that is currently developed with an existing unit.

(6) Solar panels shall be required on newly constructed units within a two-family dwelling project in compliance with the California Energy Code.

(7) Accessory Dwelling Units:

(A) For the purposes of this subsection, *Unit* refers to either a primary dwelling unit, an accessory dwelling unit (ADU), or a junior ADU.

(B) Inclusive of the two-family dwelling requirements described in this section, any existing parcel may be permitted to construct up to four total units.

(C) Any parcel created pursuant to section 33-116 shall be permitted to have no more than two total units.

(D) ADUs and Junior ADUs shall be governed by the provisions of Article 70.

### Sec. 33-116. Urban lot split

- (a) Purpose. The purpose of section 33-116 is to appropriately regulate qualifying Senate Bill 9 urban lot split developments within single-family residential zones in accordance with California Government Code section 66411.7.
- (b) For the purposes of this section, *two-family dwelling* shall have the same meaning as that identified in section 33-115.
- (c) Urban lot splits, as defined in section 33-8, shall be approved ministerially without discretionary review.
- (d) Urban lot splits are not permitted on the following parcels:
  - (1) Those described in section 33-115(d)(2);
  - (2) Parcels that were created by a prior urban lot split;
  - (3) Parcels adjacent to those which the owner or someone acting in concert with the owner has previously subdivided through an urban lot split process.
  - (4) Parcels where subdivision would result in either of the new parcels being out of compliance with the maximum unit sizes identified in subsection 33-115(e)(1)(C).
  - (5) Parcels containing more than two units, as that term is described in subsection 33-115(f)(7)(A).
- (e) All provisions of the Subdivision Map Act and Escondido Municipal Code shall apply unless expressly modified in this section.
  - (1) No dedication of right-of-way or construction of offsite improvements shall be required as a condition of parcel map approval.
  - (2) If the urban lot split is proposed on a public street that has not been dedicated to its ultimate width, public access and utility easements shall be recorded as a condition of parcel map approval.
- (f) Development Standards. Parcels shall be subject to all development standards of the zone in which the property is located, except as modified below:
  - (1) Lot size:
    - (A) Each newly created lot shall be at least 40% of the lot area of the parcel being divided.

- (B) Each newly created parcel shall be no smaller than 1,200 square feet.
- (2) Setbacks, unit size, and parking requirements shall be the same as those in section 33-115(e).
- (g) A parcel created by an urban lot split shall be permitted to have a total of two units. This can be achieved through either a two-family dwelling, a single-family dwelling with an ADU, or a single-family dwelling with a junior ADU.
- (h) Parcels created by an urban lot split shall not be required, as a condition of ministerial approval, to correct nonconforming zoning conditions.
- (i) An application for an urban lot split shall not be rejected solely because it proposes adjacent or connected structures, provided that the structures meet building code safety standards and are sufficient to allow separate conveyance.
- (j) Access to lots shall be in conformance with Article 39 of the Escondido Zoning Code. Dead end access shall be no longer than 150-feet in length unless a Fire Department approved turn-around is provided. Fire Department access shall be a minimum of 20 feet in unobstructed width.
- (k) Each dwelling unit and parcel shall have access to, provide access to, or adjoin the public right of way. Accessibility shall be in conformance with the Building Code and Americans with Disability Act, and shall not preclude construction of future public improvements
- (l) Easements for the provision of public facilities, utilities, access, and/or emergency access shall be provided as a condition of approval of an urban lot split.
- (m) Unless specifically exempted pursuant to Government Code sections 66411.7(g)(2) and (3), an applicant for an urban lot split shall sign an affidavit stating that the applicant intends to occupy one of the housing units as their principal residence for a minimum of three years from the date of the approval of the urban lot split.
- (n) Units on parcels created subject to this section shall, if rented, be rented for a term longer than 30 days.
- (o) Applications for urban lot splits shall be processed in the same manner as those for tentative parcel maps, and shall be subject to the applicable requirements contained in Chapter 32 of the Escondido Municipal Code.
- (p) Notes shall be included on the parcel map which reference compliance with sections 33-115 and 33-116 of the Escondido Zoning Code, and any other provisions of said code related to urban lot splits.



(q) Fees for urban lot split applications shall be the same as those assessed for other tentative parcel map and parcel map applications.

(r) Denial of permit:

(1) The City may deny a request for an urban lot split if the building official makes a written finding, based upon a preponderance of the evidence, that the request would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of section 65589.5 the California Government Code, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

(s) Appeals:

(1) Appeals of the director's decision shall be governed by section 33-1303.

1. *THE FOLLOWING DEFINITION SHALL BE ADDED TO **SEC. 33-8. DEFINITIONS OF THE ESCONDIDO ZONING CODE (IN ALPHABETICAL ORDER):***

*Urban lot split* means the subdivision of any lot in a single-family residential zone or parcels designated for primarily single-family development in a specific plan into two lots.

2. ***SEC. 33-90. PURPOSE OF THE ESCONDIDO ZONING CODE SHALL BE REVISED TO READ AS FOLLOWS:***

**Sec. 33-90. Purpose.**

(a) Residential zones are established to provide for residential districts of various population densities so that the various types of residential developments may be separated from each other as necessary to assure compatibility of uses within family living areas, including the necessary appurtenant and accessory facilities associated with such areas.

(b) The following classes of residential use zones are established:

(1) The agriculture residential (R-A) zone is established to provide an agricultural setting in which agricultural pursuits can be encouraged and supported within the city. The R-A zone is designed to include single-family detached dwellings and to protect agricultural uses from encroachment by urban uses until residential, commercial or industrial uses in such areas become necessary or desired.

(2) The estate residential (R-E) zone is established to provide a rural setting for family life in single-family detached dwellings. Provisions are made for the maintenance of limited agricultural pursuits as well as those uses necessary and incidental to single-family living.

- (3) The single-family residential (R-1) zone is established to provide a suburban setting suitable for family life in single-family, detached dwellings.
  - (4) The mobilehome residential (R-T) zone is established to provide a mobilehome park setting for family life in single-family detached mobilehomes. No land shall be classified into this zone where such classification would create an R-T zone area of less than four hundred thousand (400,000) square feet.
  - (5) The light multiple residential (R-2) zone is established to provide a multifamily setting for family life in low-height, low density dwelling units in close proximity to single-family residential neighborhoods.
  - (6) The medium multiple residential (R-3) zone is established to provide a multifamily setting for family life in low-height, medium density dwelling units in close proximity to other multifamily neighborhoods.
  - (7) The high multiple residential (R-4) zone is established to provide a multifamily setting for family life in mid-height, high density dwelling units in close proximity to other multifamily neighborhoods and near the city's center.
  - (8) The very high multiple residential (R-5) zone is established to provide a multifamily setting for family life in higher-height, very high density dwelling units in close proximity to other multifamily neighborhoods and near the city's center.
- (c) Subsection 33-90(a) notwithstanding, this section also serves to implement provisions of sections 65852.21 and 66411.7 of the Government Code.

3. **TABLE 33-94 OF THE ESCONDIDO ZONING CODE SHALL BE REVISED TO APPEAR AS FOLLOWS:**

**Table 33-94**

Permitted/Conditional Uses & Structures	R-A	R-E	R-1	R-T	R-2	R-3	R-4	R-5
Residential and Lodging								
Single-family dwellings detached	P	P	P		P	P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>
Mobilehome on parcel alone, pursuant to section 33-111	P	P	P	P				
Two-family dwelling units and urban lot splits		P <sup>2</sup>	P <sup>2</sup>					

Permitted/Conditional Uses & Structures	R-A	R-E	R-1	R-T	R-2	R-3	R-4	R-5
Two-family, three-family, and multiple-family dwellings					P	P <sup>1</sup>	P <sup>1</sup>	P <sup>1</sup>

**Notes:**

1 No vacant or underdeveloped lot or parcel of land in any R-3, R-4, and R-5 zone shall be improved or developed at a density below seventy (70) percent of the maximum permitted density. Exceptions to the minimum density requirement may be granted in writing as part of the plan approval required by section 33-106 provided the development will not preclude the city from meeting its housing needs as described in the housing element of the Escondido general plan. Minimum density requirements shall not apply to property owners seeking to enhance or enlarge existing dwelling units or construct other accessory structures on a site.

2 Pursuant to sections 33-115 and 33-116.

**4. SEC. 33-95. PERMITTED ACCESSORY USES AND STRUCTURES OF THE ESCONDIDO ZONING CODE SHALL BE REVISED TO READ AS FOLLOWS (Note: Tables 33-95 and 33-95a are not shown below, however they shall not be deleted from the Escondido Zoning Code. Table 33-95 shall follow subsection (a)(1) and Table 33-95a shall follow section (b)(4)):**

**Sec. 33-95. Permitted accessory uses and structures.**

(a) Accessory uses and structures are permitted in residential zones, provided they are incidental to, and do not substantially alter the character of the permitted principal use or structure. Such permitted accessory uses and structures include, but are not limited to, those listed in Table 33-95.

(1) When provided by these regulations, it shall be the responsibility of the director to determine if a proposed accessory use is necessarily and customarily associated with, and is appropriate, incidental, and subordinate to, the principal use, based on the director’s evaluation of the resemblance of the proposed accessory use to those uses specifically identified as accessory to the principal uses and the relationship between the proposed accessory use and the principal use.

(b) The permitted types and quantities of animals allowed in residential zones is listed in Table 33-95a. Other household pets are allowed pursuant to section 33-1116 of Article 57 of this chapter.

(1) At no time shall the keeping of such animals and pets constitute a nuisance or other detriment to the health, safety, or general welfare of the community.

(2) All animal keeping is subject to the animal control and humane treatment standards in Chapter 4 of the Municipal Code (Animal Control) and other regulations found in County and State codes, including, but not limited to, State Health and Safety Code.

- (3) No more than the quantities of animals specifically listed in Table 33-95(a) or section 33-1116 shall be kept on any premises, except that offspring may be kept onsite for up to four (4) months from birth.
- (4) The number of animals allowed on properties that have been divided pursuant to section 33-116 shall be one half of that otherwise allowed in the underlying zoning district.

5. **SEC. 33-97. PROPERTY DEVELOPMENT STANDARDS OF THE ESCONDIDO ZONING CODE SHALL BE REVISED TO READ AS FOLLOWS:**

**Sec. 33-97. Property development standards.**

- (a) In addition to the property development standards set forth in this chapter, the development standards set forth in this article shall apply to land and structures in residential zones.
- (b) Properties developed pursuant to sections 33-115 or 33-116 shall be subject to the development standards contained in those sections. For any development standards not addressed in those sections, the standards contained elsewhere in this chapter shall apply.

6. **TABLE 33-98a OF THE ESCONDIDO ZONING CODE SHALL BE REVISED TO APPEAR AS FOLLOWS:**

**Table 33-98a**

Zoning Suffix	Minimum Lot Area (square feet)	Average Lot Width (feet)	Minimum Street Lot Frontage	Population Density
R-T <sup>2</sup>	4,500*	55*	35 feet on a line parallel to the centerline of the street or on a cul-de-sac improved to city standards <sup>1</sup> .  Frontage on a street end that does not have a cul-de-sac improved to city standards shall not be counted in	Not more than one single-family dwelling may be placed on a lot or parcel of land in this zone. <sup>3</sup>
R-1-6	6,000	60		
R-1-7	7,000	65		
R-1-8	8,000	70		
R-1-9	9,000	75		
R-1-10	10,000	80		
R-1-12	12,000	85		
R-1-15	15,000	90		

Zoning Suffix	Minimum Lot Area (square feet)	Average Lot Width (feet)	Minimum Street Lot Frontage	Population Density
R-1-18	18,000	95	meeting this requirement except for panhandle lots.  Panhandle lots pursuant to Article 56.  *Mobilehome parks pursuant to Article 45 allow different lot requirements. Title 25 provisions apply where applicable.	
R-1-20	20,000	100		
R-1-25	25,000	110		
R-E-20	20,000	100	20 feet or be connected to a public street by a permanent access easement <sup>1</sup> .  Panhandle lots pursuant to Article 56.	
R-E-25	25,000	110		
R-E-30	30,000	125		
R-E-40	40,000	150		
R-E-50	50,000			
R-E-60	60,000			
R-E-70	70,000			
R-E-80	80,000			
R-E-90	90,000			
R-E-100	100,000			
R-E-110	110,000			
R-E-130	130,000			
R-E-150	150,000			
R-E-170	170,000			
R-E-190	190,000			
R-E-210	210,000			

Zoning Suffix	Minimum Lot Area (square feet)	Average Lot Width (feet)	Minimum Street Lot Frontage	Population Density
R-A-5	217,800	150	60 feet or be connected to a public street by a permanent access easement. <sup>1</sup>  Panhandle lots pursuant to Article 56.	
R-A-10	435,600			

**Notes:**

1. Exception: Access to lots or parcels may be provided by private road easement conforming to the following standards:
  - (a) The minimum easement widths shall be 20 to 24 feet as determined by the city engineer and fire marshal; subject to the Escondido Design Standards and Standard Drawings;
  - (b) Pavement section widths, grades and design shall be approved by the city engineer;
  - (c) A cul-de-sac or turnaround shall be provided at the terminus to the satisfaction of the planning, engineering and fire departments.
2. Except for land that was being used for mobile homes prior to the effective date of the ordinance codified in this article, no land shall be classified into this zone where such classification would create an R-T zone area of less than 400,000 square feet.
3. Properties developed pursuant to section 33-115 and/or 33-116 shall be allowed one two-family dwelling project/Urban Lot Split.

**7. SEC. 33-106. PLAN APPROVAL REQUIRED OF THE ESCONDIDO ZONING CODE SHALL BE REVISED TO READ AS FOLLOWS:**

**Sec. 33-106. Plan approval required.**

- (a) Building plan review and building permits are required for the construction or modification of single-family detached dwellings, mobilehomes, and some accessory structures in residential and R-T zones. Application shall be made to the building division for plan review, which is subject to planning division confirmation of zoning compliance. Two-family dwellings and urban lot splits in single-family residential zones shall be processed pursuant to section 33-115 and 33-116 of this article, respectively.
- (b) An appropriate development application for the construction or modification of more than one dwellings on any lot in R-2, R-3, R-4 and R-5 zones, multiple-family dwellings, some accessory structures, and nonresidential development in all residential zones is required pursuant to Article 61 of this chapter.

8. **SEC. 33-107. BUILDING REQUIREMENTS, GENERAL OF THE ESCONDIDO ZONING CODE SHALL BE REVISED TO READ AS FOLLOWS:**

**Sec. 33-107. Building requirements, generally.**

Table 33-107 lists building requirements in residential zones (excluding mobilehome parks approved pursuant to Article 45).

**Table 33-107**

<b>Building Requirements</b>	<b>R-A</b>	<b>R-E</b>	<b>R-1</b>	<b>R-2</b>	<b>R-3</b>	<b>R-4</b>	<b>R-5</b>	<b>R-T*</b>
Building height (feet), except as otherwise provided in this chapter	35	35	35	35 <sup>1</sup>	35 <sup>1</sup>	75	75	35
Maximum building stories				2 <sup>1</sup>	3 <sup>1</sup>	4 <sup>1</sup>	4 <sup>1</sup>	
Minimum distance between residence and accessory buildings (feet)	10 <sup>5</sup>	10 <sup>5</sup>	10 <sup>5</sup>	10 <sup>5</sup>	10 <sup>5</sup>	10 <sup>5</sup>	10 <sup>5</sup>	10 <sup>5</sup>
Dwelling unit minimum floor area (square feet) <sup>2</sup>	850	1,000 <sup>6</sup>	850 <sup>6</sup>	500	400	400	400	700
Maximum percent lot coverage by primary and accessory structures	20%	30%	40%	50%	none	none	none	60%
Maximum floor area ratio (FAR) <sup>3</sup>	0.3	0.4 <sup>4</sup>	0.5	0.6	0.7	0.8	0.9	none
Minimum square feet allowed for residential and parking regardless of the FAR	1,500	1,500	1,500	2,500	3,500	4,500	5,000	700

**Notes:**

- Buildings or structures in excess of one (1) story and located adjacent to single-family zoned land, shall provide a setback equal to the abutting setback required by the single-family zone standards, plus five (5) additional feet for each story over two (2) on the property line(s) abutting the single-family zone(s) as noted in sections 33-100 and 33-101. Additionally, building features such as windows, doors, balconies, etc., bulk and scale shall not adversely affect the adjacent single-family property.
- Area is exclusive of porches, garages, carports, entries, terraces, patios or basements.
- FAR is the numerical value obtained by dividing the total gross floor area of all buildings on the site by the total area of the lot or premises.



4. Except that the maximum FAR for the RE-20 zone shall be 0.5; and for the RE-170 and RE-210 zones the maximum FAR shall be 0.3.
5. Pursuant to section 33-103(c), if the residence (or main building) and detached accessory building are both one (1) story in height, then the minimum separation requirement may be reduced to five (5) feet, unless a greater distance is required by local building and fire code requirements for fire separation.
6. Dwelling unit minimum floor area does not apply to units created subject to section 33-115.
- \* Requirements apply unless superseded by Title 25.

9. **SEC. 33-1314. DEFINITION AND PURPOSE OF THE ESCONDIDO ZONING CODE SHALL BE REVISED TO READ AS FOLLOWS:**

**Sec. 33-1314. Definition and purpose.**

- (a) *Plot plan* means a zoning instrument used primarily to review the location and site development of certain permitted land uses. The plot plan review process is required when any of the following are proposed in a multi-family, commercial, or industrial zone:
  - (1) A new building, structure, or addition;
  - (2) A new permitted use of land or existing structure that may require additional off-street parking;
  - (3) A modification of an existing development affecting the building area, parking (when a reduction in parking spaces is proposed), outdoor uses, or on-site circulation. Changes to parking areas that do not result in a reduction in parking spaces are exempt from plot plan review, but require design review, as provided in section 33-1355(b)(2);
  - (4) As may otherwise be required by this chapter.

Plot plan review is not required for residential development created by a planned development or residential subdivision of single-family lots.

- (b) *Minor plot plan* may include, but shall not be limited to, a change in use with no additional floor area, minor building additions, outdoor storage as an accessory use in the industrial zones, or other site plan changes affecting site circulation and parking, as determined by the director.
- (c) *Major plot plan* may include, but shall not be limited to, new construction, reconstruction and additions of facilities permitted in the underlying zone, or other projects that exceed thresholds for a minor plot plan, as determined by the director.

All two-family dwelling projects proposed pursuant to section 33-115 shall be subject to the approval of a major Plot Plan.

**10. SEC. 23-119. PUBLIC DEDICATION OF RIGHTS-OF-WAY REQUIRED OF THE ESCONDIDO MUNICIPAL CODE SHALL BE REVISED TO READ AS FOLLOWS:**

**Sec. 23-119. Public dedication of rights-of-way required.**

- (a) Subject to the “individualized determination” of section 23-121, any applicant who constructs any new building or dwelling in the city shall grant necessary public dedication or have provided a grant of easement or other appropriate conveyance, as approved by the city attorney. Accessory structures with a valuation less than twenty-three thousand eight hundred twenty-eight dollars (\$23,828.00), as determined by building permit valuation, and accessory structures to single-family residences shall be exempt from this section. Rights-of-way shall also be provided for any improvements to existing facilities including rights-of-way for storm drains or other required public facilities. All rights-of-way shall be accompanied by a title examination report and be free of all liens and encumbrances.
- (b) The public dedications required by subsection (a) of this section shall also apply to any person who enlarges or expands any building in the city if the cost of such work exceeds the sum of twenty-three thousand eight hundred twenty-eight dollars (\$23,828.00) as determined by building permit valuation. By resolution of city council, said amount may be increased annually consistent with the International Code Council valuation schedule for the appropriate construction type.
- (c) The required public dedications shall be granted prior to issuance of the building permit for the subject property.
- (d) In determining the building permit valuation, the building official shall include the cumulative building permit valuation of multiple building permit applications within a twelve (12) month period to determine whether the development is exempt from this section.
- (e) Projects developed under the provisions of sections 33-115 and/or 33-116 of the Escondido Zoning Code shall be exempt from the provisions of this section. Easement(s) may be required for future public facilities, utilities, and/or access.

**11. SEC. 23-120. PUBLIC IMPROVEMENTS REQUIRED OF THE ESCONDIDO MUNICIPAL CODE SHALL BE REVISED TO READ AS FOLLOWS:**

**Sec. 23-120. Public improvements required.**

- (a) Subject to the “individualized determination” of section 23-121, any applicant who constructs any building or dwelling in the city shall construct all necessary public

improvements in accordance with city specifications upon the property and along all street frontages adjoining the property upon which such building is constructed unless adequate improvements already exist. Accessory structures with a valuation less than twenty-three thousand eight hundred twenty-eight dollars (\$23,828.00), as determined by building permit valuation, and accessory structures to single-family residences shall be exempt from this section. In each instance, the city engineer shall determine whether the necessary improvements exist and are adequate. Each building permit application shall be so endorsed at the time it is issued. All new and redevelopment projects are subject to undergrounding of overhead utilities.

- (b) The improvements required by subsection (a) of this section shall also apply to any person who enlarges or expands any building or dwelling in the city if the cost of such work exceeds twenty-three thousand eight hundred twenty-eight dollars (\$23,828.00), as determined by building permit valuation.
- (c) By resolution of city council, such amount may be increased annually consistent with the International Code Council valuation scheduled for the appropriate construction type. Tenant and façade improvements to any building that do not result in enlargement or expansion of the building area are exempt from public improvements and undergrounding of overhead utilities.
- (d) In determining the building permit valuation, the building official shall examine the cumulative building permit valuation of multiple building permit applications within a twelve (12) month period to determine whether the development is exempt from this section.
- (e) Projects developed under the provisions of sections 33-115 and/or 33-116 of the Escondido Zoning Code shall be exempt from the provisions of this section. Easement(s) may be required for future public facilities, utilities, and/or access.

**12. SEC. 23-47. UNDERGROUNDING REQUIRED OF THE ESCONDIDO MUNICIPAL CODE SHALL BE REVISED TO READ AS FOLLOWS:**

**Sec. 23-47. Undergrounding required.**

- (a) All development projects within the City of Escondido which are either new subdivisions or subject to section 23-119 or 23-120 shall be required to underground all utility distribution facilities, including cable television and other communication facilities.
- (b) The developer shall make the necessary arrangements with each of the serving utilities, including those providing cable television, telephone, and other utility

services, for the installation of such facilities. All transformers, terminal boxes, meter cabinets, pedestals, concealed ducts, and any other related facilities appurtenant to such underground utilities shall also be placed underground except in circumstances permitting above ground installations pursuant to conditions established by the director of community development.

- (c) Projects developed under the provisions of sections 33-115 and/or 33-116 of the Escondido Zoning Code shall be exempt from the provisions of this section. Easement(s) may be required for future public facilities, utilities, and/or access.

13. **SEC. 32-204.02. REQUIREMENTS OF THE ESCONDIDO MUNICIPAL CODE SHALL BE REVISED TO READ AS FOLLOWS:**

**32.204.02. REQUIREMENTS**

Before approval of a Final or Parcel Map for a subdivision, the subdivider shall:

- A. Grade and improve or agree to grade and improve all land dedicated or to be dedicated for streets or easements, bicycle ways and all private streets and private easements laid out on a Final Map or Parcel Map in such manner and with such improvements as are necessary in accordance with the Escondido City standards;
- B. Install or agree to install sewers or sewage disposal systems in accordance with the Private Sewage Disposal Systems ordinance;
- C. Provide proof satisfactory to the City Engineer that there exists an adequate potable water supply available to each lot or parcel and that the sub-divider will install or agree to install water supply facilities to the satisfaction of the City Engineer provided that the City Engineer may require such other system or size of water supply pipe as recommended by the water facility serving the subdivision;
- D. Install or agree to install as required by the City Engineer, fire hydrants and connections, which hydrants and connections shall be of a type approved by the Escondido Fire Chief; and
- E. Construct or agree to construct all off-site improvements required by the City Engineer.
- F. Subdivisions created under the provisions of section 33-116 of the Escondido Zoning Code shall be exempt from the provisions of this section. Easement(s) may be required for future public facilities, utilities, and/or access.



# STAFF REPORT

August 24, 2022

File Number 0600-10; A-3424

## SUBJECT

### **BID AWARD FOR THE GRAPE DAY PARK MASTER PLAN AND AQUATIC CENTER DESIGN**

## DEPARTMENT

Communications and Community Services

## RECOMMENDATION

Request the City Council adopt Resolution No. 2022-111, authorizing the Mayor, on behalf of the City, to execute a Consulting Agreement with LPA, Inc. in the amount of \$1,040,400, for the completion of a Grape Day Park Master Plan and design of an Aquatic Center (“Project”) on Woodward Avenue.

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

Presenter: Danielle Lopez, Assistant Director of Community Services

## FISCAL ANALYSIS

Adequate funding to pay for the Project has been set aside in the FY 22-23 Capital Improvement Program Budget which includes the Jim Stone Aquatic Facility Expansion Project funded through Park Development Fees and the Grape Day Park Project, funded through the American Rescue Plan.

## PREVIOUS ACTION

On June 19, 2013, the City Council approved the Five-Year Capital Improvement Program Budget for fiscal year 2013/14, that included funding in the amount of \$100,000 for a Grape Day Park Master Plan and \$120,000 for new play equipment.

On March 19, 2014, the City Council approved the consulting agreement with RHA for the Grape Day Park Master Plan and Grape Day Park play equipment design.

On February 4, 2015, the City Council accepted the Grape Day Park conceptual master plan and playground design.

On February 10, 2016, the City Council authorized the Mayor and City Clerk to execute a Public Improvement Agreement in the amount of \$341,870; and approved a Budget Adjustment for the Grape Day Playground Improvement Project.



# CITY of ESCONDIDO

## STAFF REPORT

On October 12, 2016, the City Council approved and accepted the public improvements and authorized staff to file a Notice of Completion for the Grape Day Park Playground Improvement Project.

On June 8, 2022, the City Council adopted Resolution No. 2022-78, approving Fiscal Years 2022/23 – 2026/2027 Five-Year Capital Improvement Program and the Fiscal Year 2022/23 Capital Improvement Program Budget.

On September 29, 2021, the City Council adopted Resolution No. 2021-146 approving a budget adjustment allocating \$22,808,509 of American Rescue Plan funds to a number of projects, including the Grape Day Park Project.

### BACKGROUND

The Grape Day Park Master Plan and Aquatic Center Design Project includes updating the Grape Day Park Master Plan developed in 2014, which will serve as the framework for the final Master Plan to be developed by the Consultant. The new Master Plan will provide a number of improvements to the Park including a new restroom, designated outdoor event spaces, and an Aquatics facility. In addition to finalizing the Master Plan, the selected Consultant will design and prepare construction documents for a new Aquatics Facility that will meet the needs of our growing community.

On March 31, 2022, seven sealed bids were received in response to the advertised Request for Bids for the Project. The totals for the bids are listed below:

ADL Planning Associates	\$1,035,400
LPA, Inc.	\$1,040,400
JKA	\$1,290,975
DAHLIN Group Architecture	\$1,313,028
HGW	\$1,425,486
RJM Design Group	\$1,429,128
Roesling Nakamura Terada Architects	\$1,489,119

After interviewing the highest ranked firms, LPA, Inc. was determined to be the most qualified firm due to their extensive experience with sports and recreation facilities. Their dedicated in-house Sport and Recreation group features architects, landscape architects and engineers—all with specialized expertise creating vibrant venues that promote engagement, fun, and fitness. Staff recommends that the bid submitted by LPA, Inc. be considered the best value for the service provided and that the contract be awarded to LPA, Inc. in the amount of \$1,040,400.

### RESOLUTIONS

- a. Resolution No. 2022-111



# CITY *of* ESCONDIDO

STAFF REPORT

## ATTACHMENTS

- a. Resolution No. 2022-111 – Exhibit A - Consulting Agreement



## RESOLUTION NO. 2022-111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A CONSULTING AGREEMENT FOR THE GRAPE DAY PARK MASTER PLAN AND AQUATIC CENTER DESIGN PROJECT

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program Budget for the Grape Day Park Master Plan and Aquatic Center Design Project; and

WHEREAS, a notice inviting bids for said projects was advertised; and

WHEREAS, seven sealed bids for the project were received on March 31, 2022 and evaluated; and

WHEREAS, LPA, Inc. was determined to provide the best value for the service provided; and

WHEREAS, the City Council deems it to be in the best public interest to authorize a Consulting Agreement with LPA, Inc. in the amount of \$1,040,400.

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

1. That the above recitations are true.
2. That the City Council authorizes the Mayor to execute, on behalf of the City, a Consulting Agreement with LPA, Inc. in a substantially similar form to that which is attached and incorporated to this Resolution as Exhibit "A", and subject to final approval as to Form by the City Attorney.



CITY OF ESCONDIDO  
CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”),

Between: CITY OF ESCONDIDO  
a California municipal corporation  
201 N. Broadway  
Escondido, CA 92025  
Attn: [Joanna Axelrod]  
(760) 839-4871  
("CITY")

And: LPA, Inc  
1600 National Ave.  
San Diego, CA 92113  
Attn: Arash Izadi  
619-795-2555  
("CONSULTANT").

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

WHEREAS, the CITY has determined that it is in the CITY’s best interest to retain the professional services of a consultant to update and finalize the Grape Day Park Master Plan, design the aquatic facility, and oversee the construction of the aquatic facility;

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

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

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

1. Description of Services. CONSULTANT shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment “A” and incorporated herein by this reference (“Services”).
2. Compensation. In exchange for CONSULTANT’s completion of the Services, the CITY shall pay, and CONSULTANT shall accept in full, an amount not to exceed the sum of \$1,040,400.

CONSULTANT shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.

3. Performance. CONSULTANT shall faithfully perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. In accordance with the foregoing standard, CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.
4. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this Agreement and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.
5. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONSULTANT with 10 days' advance written notice. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONSULTANT, then CONSULTANT shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the Services.
6. City Property. All original documents, drawings, electronic media, and other materials prepared by CONSULTANT pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONSULTANT for any other purpose without the CITY's prior written consent.
7. Insurance Requirements.
  - a. CONSULTANT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONSULTANT, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
    - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
    - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.

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

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

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

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

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

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

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

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

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

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

Date: \_\_\_\_\_

\_\_\_\_\_  
Paul McNamara  
Mayor

LPA, Inc

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
John Mills, Chief Operating Officer (please print)

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

BY: \_\_\_\_\_

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





## ATTACHMENT "A" Scope of Work

### ATTACHMENT 'A' SCOPE OF WORK

CITY OF ESCONDIDO  
GRAPE DAY PARK MASTER PLAN &  
AQUATIC CENTER DESIGN  
7/15/2022

#### A. GENERAL

LPA, Inc., a California Corporation ("Consultant", or "Architect") will provide the City of Escondido, a California municipal corporation ("City") with consulting services related to the master plan for Grape Day Park and the replacement of the City's James Stone Swimming Pool with a new Aquatic Center as described below in the Scope of Work.

Architect Contacts:  
Arash Izadi, ASLA, LEED-AP  
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5301 California Avenue., Suite 100  
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John Courtney, ASLA, LEED-AP  
Project Director  
1600 National Avenue  
San Diego, CA 92113  
[jcourtney@lpadesignstudios.com](mailto:jcourtney@lpadesignstudios.com)  
(619) 795-2555

#### B. LOCATION

Consultant shall provide services described in the Scope of Work below at the addresses of Grape Day Park, 321 N. Broadway, Escondido, California 92025 and James Stone Swimming Pool at 131 Woodward Avenue, Escondido, California 92925.

#### C. SERVICES

LPA, Inc. understands the City is proposing to update the master plan for Grape Day Park and develop a new aquatic facility that replaces the existing James Stone Swimming Pool adjacent to the park. The scope may generally be described as and the project includes:

1. Master Plan  
The master plan process will be an update to the Draft Master Plan developed in 2014 with anticipated updates that may include:

- Features proposed with the new restroom facility project.
- Updated Aquatics Facility.
- Public art opportunities.
- Signage and way-finding program.
- Off-leash dog walk area.
- Landscaping and irrigation.
- Drainage and water management.

In addition to the items noted above, a Community Engagement process will reaffirm the desire for previously identified features and amenities as well as new facilities and features to be incorporated into the Master Plan Update.

2. Aquatic Center  
The Aquatic Facility effort will include design and documentation and may include:

- Lap / competition pool.
- Recreational pool.
- Splash pad.
- Pool support building.
- Parking lot reconfiguration.
- Landscaping and Irrigation.

This proposal is based on an assumed project budget of up to \$12 Million and a Construction Budget of up to \$8.4 Million, with the pool size(s), program and required documentation based on this budget.

#### DETAILED SCOPE OF WORK (BASIC SERVICES)

##### 0 - GENERAL

During the project, certain activities occur in each phase. These activities, described below, are non-sequential and may not be applicable to all phases of the project. These activities include:

- 0.01 Project Administration services including:
- .01 Initial consultation in development of the Project.

- .02 Preparation of compensation estimates and professional services agreement(s).
- .03 Project-related research.
- .04 Conferences.
- .05 Communications.
- .06 Travel time.
- .07 Progress reports.
- .08 Direction of the work of in-house personnel.
- 0.02 Disciplines Coordination/Document Checking services consisting of:
  - .01 Coordination between LPA's work and the work of other involved disciplines for the Project.
  - .02 Review and checking of documents prepared for the Project.
- 0.03 Agency Consulting/Review/Approval services including:
  - .01 Agency consultations.
  - .02 Preparation of written and graphic explanatory materials.
- 0.04 City-Supplied Data Coordination services including:
  - .01 Review and coordination of data furnished for the Project as a responsibility of the City.
- 1.02 Existing Facilities Surveys services consisting of researching, assembling, review and supplemental information for Projects involving alterations and additions to existing facilities or determining new space usage in conjunction with a new program including:
  - .01 Photography.
  - .02 Review of existing design data.
  - .03 Review of existing drawings.
- 1.03 Survey/Base Map Preparation.
  - .01 See Augmented Services.
- 1.04 Geotechnical services has the following scope:
  - .01 Assist the City in establishing the criteria and requirements for geotechnical investigation and required report for which all structural and storm water improvements will be based on.
- 1.05 Project Development Scheduling services consisting of establishing and maintaining a tentative schedule for predesign services, decision-making, design, documentation, contracting and construction, based on determination of LPA's services, City responsibilities and proposed design and construction procedures.

**1 - PREDESIGN SERVICES**

In the Predesign Phase, LPA, INC. shall provide those services necessary for LPA to assist the City in establishing a program, financial and time requirements, and limitations for the Project prior to beginning design. The following descriptions shall apply to those services.

- 1.01 Project Kickoff / "Plan the Plan Meeting" services required to establish the following detailed requirements for the Project.
  - .01 Initial meeting to review project process, schedule, goals, sustainability, budget, and milestones.
  - .02 Review existing project information including existing surveys, program information, record drawings, entitlements data, and other available information.

- 1.06 Summary of Meetings: services consisting of meeting attendance and presentations of Predesign Phase and recommendations by LPA, INC. as follows:
  - .01 One (1) – Kickoff Meeting (Plan The Plan).
- 1.07 Summary of Deliverables:
  - .01 Program.
  - .02 Schedule.
  - .03 Meeting Minutes.

**2 – GRAPE DAY PARK MASTER PLAN AND COMMUNITY WORKSHOP SERVICES**

- 2.01 Site Analysis: Conduct analysis of the existing site and record:

- .01 Circulation – Vehicular and pedestrian connections relative to the existing master plan. It is our understanding the City has a restroom project currently in progress at the park. Once provided by the City, LPA will consider the design of the restroom project in the park master plan.
  - .02 Existing trees to be protected in place (based on city supplied topographic survey and city supplied arborist report of existing tree conditions).
  - .03 Existing utilities and subsurface data (based on City supplied utility survey).
  - .04 Adjacent land uses, their relationships and edge conditions.
  - .05 Natural elements: sun, wind, soils, etc.
  - .06 Topography and surface drainage.
  - .07 Opportunities and constraints.
- 2.02 Workshop #1 -Staff In-House Workshop: This is an opportunity to engage with Community Services Staff, Public Works Staff and other key department staff to hear direct vision for programming opportunities, operations and to develop conceptual diagrams in a working session.
- 2.03 Workshop #2 - Community Workshop: The first public workshop will present the Master Plan process, focus on what the public sees as community recreation characteristics, issues and current opportunities and constraints for the park.
- 2.04 Site Awareness Tour (Concurrent with Workshop #2): This tour is an opportunity for attendees to engage with the stie, reflect on existing conditions and utilize a tor workbook that LPA will develop to encourage engagement.
- 2.05 Workshop 1, 2, and Site Awareness Tour Summary – LPA will compile information obtained in the two previous workshops and the site awareness tour into a summary document for use throughout the process and as a record of community involvement.
- 2.06 Stakeholder Interviews: – Face-to-face interviews with selected stakeholders such as key City personnel, community leaders, School District, and user group stakeholders, etc., to provide the opportunity to gain valuable perspective. These interviews seek insight into the City's values, strengths, weaknesses, unique attributes, distinctive competencies, and initiatives as well as identify any private sector and/or non-profit organizations and their capabilities to compete or collaborate with the City in delivery of recreation and swimming programs and services. This process lays the groundwork for an engaging and active Public Involvement Process. Consultants will work with Staff to identify and schedule interviewees, with a maximum of eight (8) interviews to be scheduled over the course of one day.
- 2.07 Focus Group Meeting(s): The use of focus groups is a method to engage stakeholders, staff, community leaders, youth, or adults in an interactive planning process. Focus groups provide effective interaction with specific population groups in more detail than possible in a large group or one-on-one setting. These groups may include representatives from City staff, public agencies, schools, public safety, non-profit community agencies, business leaders, faith-based organizations, special interest groups, or others. LPA will facilitate three (3) focus groups meetings (in a single day) to elicit comments from the participants to identify issues, concerns, and current or emerging facility or program needs.
- 2.08 City-Wide Resident Web-Based Survey: Resident surveys are a critical public planning tool due to their ability to represent the public as a whole with statistical validity. They also are an important validation check on the feedback from those citizens who choose to participate in venues such as public workshops or other open engagement. The City-wide surveying will use up to 3 short surveys (for high completion rates) and a target of 270 or more completed responses each to achieve statistical reliability of +/- 6% margin of error with a 95% confidence level. Results will be tabulated and provided in graphic format that will include geographically and demographically indexed results for the most helpful decision support.

- 2.09 City Steering Committee Meeting: Meeting with the Project Oversight or Steering Committee to review the findings of the workshops to date and to finalize the project program.
  - .01 Review program information from the various outreach strategies.
  - .02 Meet with City Steering Committee to confirm program requirements and obtain direction on proposed program.
  - .03 Design objectives, limitations, and criteria.
  - .04 Space requirements.
  - .05 Site requirements.
- 2.10 Conceptual Diagram services consisting of the development of up to three (3) diagrammatic studies and pertinent descriptive text for:
  - .01 Program elements identified in the workshops.
  - .02 Human, vehicular and material flow patterns.
  - .03 General space allocations.
  - .04 Adjacency.
  - .05 Flexibility and expandability.
- 2.11 Community Workshop #3 – The third workshop will focus on recreation programs and facilities input gathered during Workshop #2. Conceptual diagrams developed following the previous workshops will be presented to participants and feedback gathered.
- 2.12 Aquatic Committee Meeting: Special meeting with a select aquatic committee to review additional criteria, program information and requirements for the Aquatic Facility.
- 2.13 Conceptual Diagram Refinement services consisting of refinement of the conceptual diagrams into a single consensus master plan and an aquatics concept plan.
  - .01 Consensus Master Plan.
  - .02 Aquatic Concept Plan.
- 2.14 Rough Order of Magnitude Cost services consisting of development of a high-level cost range for a single consensus plan the Project based on the identified program elements, expected Project delivery process, and appropriate hard cost contingencies. Based on ROM costs, consultant team may develop conceptual phasing considerations / recommendations for the aquatics facility to respond to budgetary constraints of the City finances.
- 2.15 City Steering Committee Meeting: Meeting with the Project Oversight or Steering Committee to review the final consensus plan, rough order of magnitude costs.
  - .01 Review final consensus plan.
  - .02 Review Rough Order of Magnitude Cost Range.
  - .03 Review potential aquatic center phasing considerations.
- 2.16 Draft Master Plan Update – Prepare / Update the draft master plan document incorporating the following items:
  - .01 Introduction.
  - .02 Master Plan Vision, Goals and Objectives.
  - .03 Existing Conditions.
  - .04 Summary of research, observations, and community outreach results.
  - .05 Suggestions, rationales, and recommendations for the placement of amenities.
  - .06 Examples of the various program elements.
  - .07 Implementation strategy/phasing plan.
  - .08 Regulatory requirements.
  - .09 Preliminary Cost Range.
- 2.17 City Steering Committee Meeting: Meeting with the Project Oversight or Steering Committee to review the Draft Master Plan and Aquatic Concept Plan.
- 2.18 Commission and Council Presentations: Prepare for and attend commission, committee, and council meetings to present the Draft Master Plan.
  - .01 Planning Commission.
  - .02 Historic Preservation Committee.
  - .03 City Council.
- 2.19 Final Master Plan – Prepare a final master plan document final incorporating appropriate and reasonable City comments.



SCOPE OF SERVICES | GRAPE DAY PARK MASTER PLAN AND AQUATIC CENTER DESIGN  
 6/15/2022

- 2.20 Summary of Meetings:
  - .01 One (1) – In-House City Staff Workshop.
  - .02 Two (2) Community Workshop Meetings.
  - .03 One (1) – Site Awareness Tour (concurrent with Workshop 2).
  - .04 One (1) – Stakeholder Interviews (Up to 8 in a single day)
  - .05 Up to Three (3) – Focus Group Meetings (In a single day).
  - .06 One (1) – Aquatic Committee Meeting
  - .07 Up to Three (3) – Web Based Surveys.
  - .08 Up to Three (3) – City Steering Committee Meetings.
  - .09 One (1) Each – Planning Commission, Historic Committee, and City Council.

- 2.21 Summary of Deliverables:
  - .01 Agendas.
  - .02 Preliminary Master Plan Concepts.
  - .03 Aquatics Concept Plan.
  - .04 Consensus Summary Plan.
  - .05 ROM Cost Estimates and Conceptual Phasing Considerations.
  - .06 Draft Master Plan.
  - .07 Final Master Plan.
  - .08 Workshop Activity Summaries.
  - .09 Meeting Presentations (where appropriate).

**3 – AQUATIC CENTER SCHEMATIC DESIGN SERVICES**

In the Schematic Design Phase, LPA, INC. shall provide those services designated necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale, and relationship of Aquatic Center Project components for approval by the City, based on program requirements provided by the City, and reviewed and agreed upon by LPA. Aquatic Center Design will be limited to the aquatic center only and will not include improvements to the broader Grape Day Park or other Master Plan program items. The following descriptions shall apply to those services specific to the Aquatic Center site.

- 3.01 Architectural and Interior Design/ Documentation services responding to program requirements and consisting of preparation of preliminary documents for the aquatics building.
  - .01 Conceptual site and floor plans.

- .02 Preliminary selection of building systems and materials.
- 3.02 Landscape Design/Documentation services consisting of alternate materials, systems and equipment and development of conceptual design solutions for the following:
  - .01 Material selection and plans
  - .02 Planting concept.
  - .03 Hardscape areas and materials.
- 3.03 Aquatics Documentation services consisting of drawings and other documents illustrating the scale and relationship for an 8 lane by 25-yard multipurpose lap pool, Instructional Pool (approximately 11,700 sf) and interactive Splash Pad (pool sizes and quantity are subject to the budgetary assumptions noted in this Scope of Services):
  - .01 Conceptual Site Plan.
  - .02 Elevations of splash pad for conceptual site plan.
  - .03 Cut sheets for proposed play elements.
  - .04 Swimming Pool Plan View.
  - .05 Swimming Pool longitudinal sections.
  - .06 Swimming Pool finish concepts.
  - .07 Recreation pool plan section and finish concepts.

- 3.04 Structural Design/Documentation services consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for the specified structures.
  - .01 A preliminary structural system concept.
  - .02 Preliminary structural design criteria.
- 3.05 Electrical Design/Documentation services consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:
  - .01 Power service and distribution.
  - .02 Interior/exterior lighting.
  - .03 Communication systems.
  - .04 Special electrical systems (excluding A/V).

SCOPE OF SERVICES | GRAPE DAY PARK MASTER PLAN AND AQUATIC CENTER DESIGN  
 6/15/2022

- .05 General space requirements for electrical equipment and BDF/IDF rooms.
- 3.06 Mechanical and Plumbing Design/Documentation services consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:
  - .01 Energy source(s).
  - .02 Energy conservation measures.
  - .03 Heating, ventilation, and air conditioning.
  - .04 Energy management and controls.
  - .05 Plumbing.
- 3.07 Civil Design/Documentation services consisting of development of conceptual design solutions for site components. Off-site areas, areas outside the property line, city sidewalks and areas within the public Right of Way are not included. Design solutions will be developed for the following:
  - .01 On-site utility systems exhibit.
  - .02 Fire department access exhibit.
  - .03 Drainage systems concept.
  - .04 Conceptual grading concept exhibit.
  - .05 Stormwater management requirements.
  - .06 Limits of demolition delineation.
  - .07 Parking lot layout.
  - .08 Off-site work limited to curb cuts and curb returns only.
- 3.08 Coordination Meeting: Meeting with the City Staff / Steering Committee to review development of the documents, obtain feedback on various studies and concepts and finalize design components.
- 3.09 Project Development Scheduling services consisting of reviewing and updating previously established Project Schedules for decision-making, design, documentation, contracting and construction.
- 3.10 Statement of Probable Construction Cost services consisting of development of a probable construction cost range for the Project based on the most recent schematic design document, current and historic area, volume, or other unit costs, expected Project delivery process, and appropriate contingencies.
- 3.11 Schematic Design Presentation: Present the Schematic Design Package and Cost Estimate to the Steering Committee for approval.
- 3.12 Summary of Presentations / Meetings services consisting of meeting attendance and presentation of Schematic Design Documents by LPA to the following City representatives:
  - .01 One (1) – City Coordination Meeting.
  - .02 One (1) – Schematic Design Presentation.
- 3.13 Summary of Deliverables consisting of:
  - .01 Schematic Design architectural and structural for the structures.
  - .02 Schematic Design for civil engineering, electrical, landscape architecture and aquatics for the site.
  - .03 Updated Project Schedule (if applicable).
  - .04 Statement of Probable Construction Cost.
  - .05 Meeting Minutes.

**4 - AQUATIC CENTER DESIGN DEVELOPMENT SERVICES**

In the Design Development Phase, LPA, INC. shall provide those services designated necessary to prepare from the approved Schematic Design Documents, for approval by the City, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Aquatic Center Project, including architectural, structural, landscape architecture, mechanical, aquatics and plumbing systems, materials and such other elements as may be appropriate. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling. The following descriptions shall apply to those services.

- 4.01 Architectural Design/Documentation services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final relationships, forms, size, and appearance of the Project architectural components described in Section 3 through the preparation of the following exhibits:



SCOPE OF SERVICES | GRAPE DAY PARK MASTER PLAN AND AQUATIC CENTER DESIGN  
6/15/2022

- .01 Plans, sections, and exterior elevations.
- .02 Typical construction details.
- .03 Interior elevations.
- .04 Final materials selections.
- .05 Equipment layouts.
- 4.02 Landscape Design/Documentation services consisting of continued development and expansion of landscape Schematic Design Documents and development of Outline Specifications or materials lists to establish final scope and preliminary details for landscape work for the Project landscape architecture components described in Section 3 through the preparation of the following exhibits:
  - .01 Hardscape Plan.
  - .02 Typical Construction Details.
  - .03 Applicable Elevations.
  - .04 Planting Plans and Details.
- 4.03 Aquatics Documentation services consisting of drawings and other documents to fix and describe the size and character of the swimming pool architectural, structural, mechanical, and electrical systems, materials, and such as other elements, as may be appropriate, through the preparation of the following exhibits:
  - .01 Swimming Pool/Recreation Pool plan view.
  - .02 Swimming Pool/Recreation Pool longitudinal and cross sections.
  - .03 Swimming Pool/Recreation Pool finish details.
  - .04 Swimming Pool/Recreation Pool rail goods/competitive equipment details.
  - .05 Splash pad plan views.
  - .06 Splash pad longitudinal and cross sections.
  - .07 Splash pad finish details.
  - .08 Splash pad play equipment and details.
  - .09 Swimming pool and splash pad equipment room dimensions.
  - .10 Utility requirements and points of connection.
  - .11 HVAC requirements for pool equipment.
  - .12 Outline specifications.
- 4.04 Structural Design/Documentation services consisting of continued development of the specific basic structural system(s) and Schematic Design Documents in sufficient details to establish:
  - .01 Final structural design criteria.
  - .02 Foundation and framing sizes.
  - .03 Lateral load resisting system.
  - .04 Critical coordination clearances.
  - .05 Outline specifications of material lists.
- 4.05 Mechanical and Plumbing Design/Documentation services consisting of continued development and expansion of mechanical Schematic Design Documents and development of Outline Specifications or materials lists to establish:
  - .01 Preliminary site utility connections.
  - .02 Approximate equipment sizes, weights, and capacities.
  - .03 Preliminary equipment layouts.
  - .04 Required chases and clearances.
  - .05 Preliminary distribution and routing.
  - .06 Visual impacts.
  - .07 Plumbing requirements and equipment.
  - .08 Preliminary energy calculations for code compliance.
- 4.06 Electrical Design/Documentation services consisting of continued development and expansion of electrical Schematic Design Documents and development of Outline Specifications or materials lists to establish:
  - .01 Criteria for lighting, electrical and communications systems.
  - .02 Approximate sizes and capacities of major components.
  - .03 Preliminary electrical/low voltage/fire alarm device layouts.
  - .04 Interior/exterior lighting fixture layouts, control locations, and base specifications.
  - .05 Required chases and clearances.
- 4.07 Civil Design/Documentation services consisting of continued development and expansion of civil Schematic Design Documents and development of Outline Specifications or materials lists to establish the final scope and preliminary details for the specified areas.

- 4.08 Interior Design/Documentation services consisting of development of Outline Specifications or materials lists to establish the final scope and preliminary details.
- 4.09 Coordination Meeting: Meeting with the City Staff / Steering Committee to review development of the documents, obtain feedback and finalize design components.
- 4.10 Project Development Scheduling services consisting of reviewing and updating previously established schedules of the Project.
- 4.11 Statement of Probable Construction Costs services consisting of updating and refining the Schematic Design Phase Statement of Probable Construction Cost of the Project, taken into consideration:
  - .01 Availability of materials and labor.
  - .02 Project delivery procedures.
  - .03 Construction scheduling.
  - .04 Changes in scope of the Project.
  - .05 Adjustments in materials.
- 4.12 Design Development Presentation: Present the Schematic Design Package and Cost Estimate to the Steering Committee for approval.
- 4.13 Summary of Presentations/Meetings services consisting of presentation of Design Development Drawings and other documents by LPA to the following City representatives:
  - .01 Two (2) – Steering Committee Design Coordination Meeting.
  - .02 One (1) – Design Development and Budget Presentation.
- 4.14 Summary of Deliverables consisting of:
  - .01 Building Design Development drawings of architecture, interiors, structural, mechanical, and electrical design.
  - .02 Site Design Development drawings of civil, aquatics, site electrical and landscape architecture requirements.
  - .03 Outline specification.
  - .04 Schedule update.
  - .05 Updated Statement of Probable Construction Cost.

## 5 – AQUATIC CENTER CONSTRUCTION DOCUMENTS SERVICES

In the Construction Documents Phase, LPA, INC. shall provide those services designated necessary to prepare, from the approved Design Development documents, for approval by the City, Construction Documents for the Aquatic Center consisting of Drawings, Specifications and other documents setting forth in detail the requirements for construction of the Project and bidding and contracting for the construction of the Project. The following descriptions shall apply to those services:

- 5.01 Architectural Design/Documentation services consisting of preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project including the following:
  - .01 Final site plan.
  - .02 Floor plans.
  - .03 Sections/elevations.
  - .04 Details.
  - .05 Building systems/materials.
  - .06 Kitchen consultant coordination.
  - .07 Specifications.
- 5.02 Landscape Design/Documentation services consisting of preparation of Drawings and Specifications based on approved Design Development Documents, setting forth in detail the landscape requirements for the Project including the following:
  - .01 Materials and layout plans.
  - .02 Details.
  - .03 Sections and elevations.
  - .04 Planting plans and details.
  - .05 Irrigation plans and details.
  - .06 Specifications.
- 5.03 Aquatics Documentation services consisting of drawings and specifications setting forth in detail the requirement for construction of the aquatic components including the following for the swimming pools and splash pad:
  - .01 Architectural drawings.
  - .02 Structural drawings.
  - .03 Mechanical drawings.
  - .04 Electrical drawings.
  - .05 Specifications.



SCOPE OF SERVICES | GRAPE DAY PARK MASTER PLAN AND AQUATIC CENTER DESIGN  
6/15/2022

- 5.04 Structural Design/Documentation services consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the structural construction requirements for the Project including the following:
  - .01 Structural details and systems.
  - .02 Structural calculations.
  - .03 Specifications.
- 5.05 Mechanical Design/Documentation services consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the mechanical construction requirements for the Project including the following:
  - .01 Mechanical details and plans.
  - .02 Details and systems.
  - .03 Calculations.
  - .04 Specifications.
- 5.06 Electrical Design/Documentation services consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents including the following:
  - .01 Electrical plans.
  - .02 Calculations.
  - .03 Details and schedules.
  - .04 Specifications.

NOTE: Security system design and engineering are not included.
- 5.07 Civil Design/Documentation services consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the civil construction requirements for the Project including the following:
  - .01 Demolition Plan.
  - .02 Horizontal Plan.
  - .03 Pavement Plan.
  - .04 Wet Utilities Plan.
  - .05 Final Grading Plan.
  - .06 Management Plan.
  - .07 Specifications.
- 5.08 Interior Design/Documentation services consisting of preparation of Drawings and Specifications based on approved Design Development documents, setting forth in detail the requirements for interior construction for the Project including the following:
  - .01 Finish plans.
  - .02 Reflected ceiling plans.
  - .03 Plan enlargements.
  - .04 Elevations.
  - .05 Details.
  - .06 Specifications.
- 5.09 Materials Research/Specifications during the Construction Documents Phase consisting of:
  - .01 Assistance to the City in development of Bidding documents.
  - .02 Assistance to the City in development of their prepared Conditions of the Contract (General, Supplementary, and other Conditions).
  - .03 Development and preparation of Specifications describing materials, systems and equipment, workmanship, quality, and performance criteria required for the construction of the Project.
  - .04 Compilation of Project Manual including Conditions of the Contract, Bidding Documents and Specifications.
- 5.10 Statement of Probable Construction Cost services consisting of updating of the Design Development Phase Statement of Probable Construction Cost of the Project, taking into account:
  - .01 Changes in materials, systems or details of construction which have occurred during preparation of the Construction Documents.
  - .02 Known changes in the cost of materials, labor, and services since preparation of the previous Statement of Probable Construction Cost.
  - .03 Adjustments for known or anticipated changes in the bidding market relative to the Project.



- 5.11 Summary of Presentations / Meetings services consisting of meeting attendance and presentations of Construction Documents and special presentation graphics by LPA to the following City representatives:
  - .01 One (1) - Steering Committee Meeting(s).
  - .02 One (1) - Agency Submittal and Budget Review.
- 5.12 Summary of Deliverables consisting of:
  - .01 Bid-ready construction plans and specifications.
  - .02 Statement of Probable Construction Cost.
  - .03 Digital copy of plans and specifications.
  - .04 Mylar copy of plans and specifications.

**6 - AQUATIC CENTER BIDDING / NEGOTIATION SERVICES**

In the Bidding or Negotiations Phase, LPA, INC., following the City approval of the Construction Documents and of the most recent Statement of Probable Construction Cost, shall provide those services designated necessary for LPA to assist the City in obtaining bids or negotiated proposals and in awarding and preparing contracts for construction of the Aquatic Center. The following descriptions shall apply to those services assigned as the responsibility of the party indicated therein.

- 6.01 Bidding Materials services consisting of assisting the City with:
  - .01 Coordination.
  - .02 Completeness review.
- 6.02 Addenda services consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions, and notice(s) of changes in the bidding schedule and procedure based on the approved Construction Documents.
- 6.03 Bidding/Negotiations services consisting of:
  - .01 Assistance to the City in establishing a list of Bidders or proposers.
  - .02 Assisting to City in establishing Prequalification requirements for

- Bidders or proposers, where appropriate.
- .03 Participation in pre-bid conference.
- .04 Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.
- .05 Attendance at bid opening.
- 6.04 Analysis of Alternates/Substitutions services consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers prior to receipt of Bids or proposals.
- 6.05 Bid Evaluation services consisting of:
  - .01 Participation in reviews of Bids or proposals.
- 6.06 Construction Contract Agreements services consisting of:
  - .01 Preparation and distribution of sets of Contract Documents for execution by parties to the Contract(s).
- 6.07 Summary of Presentations / Meetings services consisting of presentation of Construction Documents and other documents by LPA to the following City representatives:
  - .01 One (1) - Prebid Conference
  - .02 One (1) - Bid Opening
- 6.08 Summary of Deliverables consisting of:
  - .01 Bid documents.
  - .02 Addenda.

**7 - AQUATIC CENTER CONSTRUCTION CONTRACT OBSERVATION SERVICES**

In the Construction Contract Observation Phase, LPA, INC. shall provide those services designated necessary for the administration of the Aquatic Center construction contract as set forth in the General Conditions of the Contract for Construction. Unless otherwise provided in the Scope of Services, LPA duties and responsibilities during construction shall be as set forth in the Agreement between the City and Architect for Designated Services. The following descriptions shall apply to those services:

SCOPE OF SERVICES | GRAPE DAY PARK MASTER PLAN AND AQUATIC CENTER DESIGN  
6/15/2022

- 7.01 Office Construction Administration services consisting of:
  - .01 Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples, and other submittals required by the Contract Documents.
  - .02 Distribution of submittals to the City, Contractor and/or LPA's field representative, as required.
  - .03 Maintenance of master file of submittals.
  - .04 Related communications.
- 7.02 Construction Field Observation services consisting of visits to the site as noted below to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents and preparing related reports and communications. Site visits are based on bi-weekly meetings for Sixty (60) weeks of construction for a total of Thirty (30) meetings. Structural observation field visits will be based on the critical stage of construction.
- 7.03 Supplemental Documents services consisting of:
  - .01 Preparation, reproduction and distribution of supplemental clarification Drawings, Specifications, and interpretations in response to requests for information by Contractor or the City and, as required, by construction.
  - .02 Forwarding the City's instructions and providing guidance to the Contractor on the City's behalf relative to changed requirements and schedule revisions.
- 7.04 Quotation Requests/Change Orders services consisting of:
  - .01 Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted, or modified.
  - .02 Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials.
- .03 Review and recommendations relative to changes in time for Substantial Completion.
- .04 Coordination of communications, approvals, notifications, and record-keeping relative to changes in the Work.
- 7.05 Project Schedule Monitoring services consisting of monitoring the progress of the Contractor(s) relative to established schedules and making status reports to the City.
- 7.06 Project Closeout / Substantial Completion services initiated upon notice from the Contractor(s) that the Work, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:
  - .01 A review with the City's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Contractor of items to be completed or corrected.
  - .02 Review upon notice by the Contractor that the Work is ready for final review and acceptance.
  - .03 Notification to the City and Contractor of deficiencies found in follow-up review, if any.
  - .04 Final review with the City representative to verify final completion of the Work.
  - .05 Receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the City against liens.
- 7.07 Record Drawings services consisting of:
  - .01 Making arrangements for obtaining from Contractor(s) and other parties information certified by them on all changes made during construction from the initial Contract Documents and on the location of concealed systems as installed during construction.
  - .02 Review of general accuracy of information submitted and certified to by the Contractor(s).
  - .03 Transmittal of record drawings and general data, appropriately

- identified, to the City and others, as directed.
- 7.08 Summary of Meetings services consisting of presentation of Construction Documents and other documents by LPA to the following City representatives:
- .01 Thirty (30) – Bi-Weekly Meetings.
  - .02 One (1) – Project Close Out Reviews.
- 7.09 Summary of Deliverables:
- .01 Field Reports/communications.
- 8.03 Aquatic Center SWPPP services include preparation of a Stormwater Pollution Prevention Plan.
- 8.04 Aquatic Center WQMP services include preparation of a Water Quality Management Plan / Stormwater Management Plan within the limits of the proposed project
- 8.05 Aquatic Center Operational and Market Study
- .01 Project Overview
    - a. Project review and update.
    - b. Identify constraints and parameters.
    - c. Meet with project team.
  - .02 Market Analysis
    - a. Service areas identification.
    - b. Demographic.
    - c. Characteristics/community profile.
    - d. Review of existing city program.
    - e. Competitive market analysis
    - f. Comparison with national, regional, and local participation statistics/trends.
  - .03 Operational Plan
    - a. Use estimates.
    - b. Fee structure.
    - c. Sources of income.
    - d. Operating cost projections.
    - e. Revenue generation projections.
    - f. Revenue / expenditure comparisons.
    - g. Capital improvement allocation.
  - .04 Final Report
    - a. Incorporate City comments.
    - b. Develop final report.
    - c. Develop executive summary.
  - .05 Meetings
    - a. One (1) - Market Analysis presentation.
    - b. One (1) - Operational Plan presentation.
- 8.01 Cost Estimating services provided at the following milestones as described:
- .01 Programming / Conceptual Design.
  - .02 Aquatic Center Schematic Design.
  - .03 Aquatic Center Design Development.
  - .04 Aquatic Center Construction Documents.
- 8.02 Aquatic Center Topographic Survey has the following scope:
- .01 Field Establish Control, set aerial targets, fly 1"=40' scale aerial Topography.
  - .02 Design Survey to supplement aerial survey.
  - .03 Plot Record Property lines based upon City provided title report.
  - .04 We understand the City has an existing topographic survey of Grape Day Park. LPA will review the provided survey and where possible or practical, may utilize the survey to reduce the limits of supplemental survey work at the aquatic facility.
- 8.03 Aquatic Center Underground Utility Survey has the following scope:
- .01 Utilizing the same limits of surveying as the topographic survey, utilize location equipment to determine the presence of and approximate locations and estimated depth of underground utilities that can be detected with commonly available locating equipment, such as electromagnetic, CCTV push camera, ground penetrating radar (GPR), locatable duct rodder.

## STANDARD ASSUMPTIONS

The following are Scope of Work assumptions:

1. **CONSULTANTS:** The work of the aforementioned consultants is included as part of this Scope of Services and will be billed at their fee plus 20% for LPA's coordination.
2. **SURVEY:** The topographic survey is provided as an augmented service and is limited to the aquatic area only and does not encompass the broader Grape Day Park, offsite areas, or areas beyond the immediate limits of the aquatic facility. The plotting of the Record Property Lines is considered preliminary and subject to change if a Boundary Survey is performed.
3. **TITLE REPORT:** City to provide a comprehensive single title report from which all relevant property line, easement and legal boundaries will be plotted.
4. **GEOTECHNICAL ENGINEERING:** The City shall provide a geotechnical report from which all structural information shall be based.
5. **UTILITY LOCATING / FORENSICS:** The city is to provide an accurate utility plan indicating the location, type, and depth of all utilities.
6. **APPROVAL:** The City's written request to commence each task constitutes approval of prior work. Changes in subsequent work will be considered additional services, documented, and billed on an hourly basis.
7. **MARKET / OPERATIONAL REPORT:** A market and operational report has been included as an optional service and is in addition to the Basic Services.
8. **CONSULTANTS:** The work of the Architect, Landscape Architect, Structural Engineer, Civil Engineer, Mechanical Engineer, Electrical Engineer, Cost Estimator, Aquatics Consultant, and the Irrigation Consultant are included as part of this contract. Any other necessary consultants are in addition to the contract and will be billed at fee, plus 10% for coordination.
9. **REIMBURSABLES:** All project expenses shall be reimbursed to LPA by the City at a multiple of 1.10. Project expenses include, but are not necessarily limited to, all normal costs involving models, renderings, document reproduction, plotting, deliveries, mileage, and approved travel. Unless otherwise agreed to in writing, all governmental taxes and fees will be paid directly by the City. These taxes and fees are separate and are not a part of LPA's reimbursable allowance. Unless specifically noted as being included in a 'stipulated sum', all consultant fees shall be subject to a multiple of 1.10.
10. **RESPONSIBILITIES:** LPA will be responsible for Master Planning Services and Community Outreach (as noted), and Schematic Design, Design Development, Construction Documents, Bid Negotiations, and Construction Administration for the Aquatic Complex as stated on this this Scope of Services. Offsite related work for any area and development of detailed design, Schematic Design or Construction Documents for Grape Day Park are excluded.
11. **AGENCY APPROVAL:** It is assumed all permitting and approval will be through the City of Escondido and County Health Department. Submittals to any other agency including DSA or the requirement of obtaining approvals from any other agency is excluded and may be provided as an optional service. Based on preliminary discussions with DSA regarding similar projects, if a joint use agreement is developed with the School District and/or funding is utilized from the School District it is highly likely that DSA will require a full review and approval as the Lead Agency superseding City requirements. LPA will review the project specifics with the City and include a virtual meeting with LPA's entitlements coordinator to review DSA's requirements and assist in determining if a review by DSA is required.
12. **RATE SCHEDULE:** The attached LPA hourly rate schedule became effective March 2022, however, is subject to change without notification.

SCOPE OF SERVICES | GRAPE DAY PARK MASTER PLAN AND AQUATIC CENTER DESIGN  
6/15/2022

13. ADDITIONAL SERVICES: Tasks not included in this Scope of Services but requested by the City shall be identified as such and billed at an hourly rate unless a detailed scope of services proposal is requested.
14. SPECIFICATIONS: The City shall provide the Standard General Conditions, Special Conditions, and Bidding Instructions. Consultant shall utilize CSI standard format for technical specifications and refer to and include by reference the 2021 Standard Specifications for Public Works Construction ("Greenbook").
15. FEES: The City shall pay all government fees, permits, assessments, etc.
16. SPECIAL MEETINGS: Necessary preparation time and attendance at public hearing, Council Meetings, Commission Meetings or agency meetings (other than as noted in this Scope of Services) by LPA, INC. are not within this Scope of Services.
17. MASTER PLAN: It is assumed the master plan and aquatic facility will be developed concurrently with meetings addressing both items unless noted otherwise in this Scope of Services. The Master Plan is assumed to be an "Update" and not a comprehensive development of a New Master Plan. All previously developed information including the existing Draft Master Plan will be provided to LPA in a usable manner directly editable without requiring extensive redevelopment, word processing or other efforts.
18. PROJECT PHASES: This proposal is based on the assumption that the project shall be installed in one phase. Additional phasing of the project shall require changes to the Construction Documentation, Bid Negotiation and Construction Administration phases of work. Additional work due to phasing of the project shall be considered as additional services.
19. CONSTRUCTION DOCUMENTS: The Construction Documents will be developed as one set of documents. The scope of work does not include a separate set of off-site improvements. If the City requires a separate set of documents for early bid packages, early demo packages or for off-site, etc., LPA will provide these drawings as an additional service.
20. ELECTRICAL EXCLUSIONS: Temporary power design is excluded.
21. LEED/SUSTAINABLE DOCUMENTATION: The design or documentation of LEED or other sustainable tracking/certification process is excluded and may be provided as an additional service.
22. PHOTOVOLTAIC / SOLAR WATER: The design and/or documentation of photovoltaic or solar water systems are excluded and may be provided as an additional service.
23. CITY STREET IMPROVEMENT EXCLUSIONS: Improvements to adjacent city streets are excluded. Any work requiring a dedicated or unique set of documents separate from the comprehensive set being prepared for on-site related work is excluded and may be provided as an additional service.
24. ENVIRONMENTAL: All CEQA related work including but not limited to studies for area wide traffic impacts, cultural resources, stream preservation or modification, soil mitigation or clean-up, oil operations, arborists study of existing tree conditions, regional drainage study, and sensitive habitat are not included in this proposal. It is anticipated that the City has the existing studies required.
25. EXISTING TREES: City to supply a complete arborist report of existing trees with genus, species, condition, and recommendations.
26. PLANNING DEPARTMENT: Submittal and/or preparation of any documents for Planning Department are excluded.
27. OFF-SITE: Off-site infrastructure is in place and adequate connection points for storm drain, water, and sewer are available at the limits of the proposed aquatic facility (or on-site) to serve the proposed development. No studies of utilities beyond the immediate limit of the aquatic facility are included.
28. ACCESS: Access points to the adjacent streets have been previously established and



SCOPE OF SERVICES | GRAPE DAY PARK MASTER PLAN AND AQUATIC CENTER DESIGN  
6/15/2022

- no improvements other than minor curb cuts are anticipated.
29. BOUNDARY: The boundary corners for the site have been established and monumented by others.
30. FLOOD PLAIN: The site is not located within the limits of a 100-year floodplain and will not include any new regional drainage improvements. No on-site retention is anticipated.
31. MAILERS AND OUTREACH: All mailers, noticing and outreach to the community and/or stakeholders (or any other group) shall be by the City. LPA may assist in the development of graphics for fliers and similar items if required.
32. ESCONDIDO CREEK: Studies, coordination with or any required documentation related to Escondido Creek is excluded.
33. ACOUSTICS: Acoustic studies or any other special study is excluded. All required information related to acoustics is to be provided by the City.
34. RECORD DRAWINGS: Information is to be provided by the Contractor. Any drafting services required by the City can be provided on an hourly basis.
35. FIELD SURVEY STAKING: Project General Contractor will provide all field survey staking, as-built survey and plans, and grading and wet utilities substantial conformance letter.
36. SCOPE AND FEES: LPA's scope and fees are based on an assumed level of documentation as described in this Scope of Services with a construction budget of up to \$8.4 million. Based on the scope preliminarily identified in the RFP, the actual construction cost may exceed the budget assumptions noted and may require additional documentation. If the approved budget is increased from the \$8.4 Million noted, LPA's fees will be adjusted up at the same percentage as the original proposal.
37. MEETINGS: Where the maximum number of meetings to be included in Architect's services is specified herein, Architect and architect's consultants agree to attend, and participate in, as many meetings as specified as part of the Basic Services. Meetings in excess of those specified will be billed as Additional Services.
38. DELIVERABLES: The preceding description of services general outlines the activities associated with executing each phase of work. The necessity for, and the extent to which, the Architect and Architect's consultants must commit time and resources to any specific activity will vary depending on the needs of the project. Consequently, the description of services does not represent a comprehensive list of deliverables.
39. CONSULTATION AND COORDINATION: All consultations and coordination not associated with specific meetings shall be conducting at the sole discretion of the Architect and Architect's consultants, and only as necessary for the Architect and Architect's consultants to complete the professional services of this agreement.
40. DOCUMENTS: Documents described in the preceding description of services shall be provided, as appropriate, for the needs of the project and to a level of detail consistent with the standard of practice for this type of project and for the geographical area and regulatory jurisdiction(s) in which the project is located.
41. PROJECT CONTROL: The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for construction. Without in any way limiting the Architect's responsibilities and obligations under Title 21 of the California Code of Regulations or the Building Standards published by the ICBO (formerly Title 24 of the California Code of Regulations), the Architect shall not otherwise be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

### D. SCHEDULING

The Scope of Work shall commence upon execution of this agreement, estimated approximately on or around July 27, 2022. The following are approximate schedule durations for each of the phases of the project, based on a late July '22 starting date and shall be updated at each milestone of the project for City review and approval.

Phase	Duration	Approximate Dates
Master Plan	8 mo.	Jul. '22 – Feb. '23
Schematic Design	3 mo.	Feb. '23 – Apr. '23
Design Development	3 mo.	May. '23 – Jul. '23
Construction Documents	3 mo.	Aug. '23 – Oct. '23
Agency Review	4 mo.	Oct. '23 – Jan. '24
Bidding/Negotiations	3 mo.	Feb. '24 – Mar. '24
Constr. Observation	18 mo.	Mar. '24 – Sept. '25

### E. CONTRACT PRICE AND PAYMENT TERMS

The following is the proposed compensation for the Scope of Work identified. The contract price total dollar amount is an estimated fee based on an assumed Project Budget of \$12 Million and a Construction Cost of up to \$8,400,000. Upon confirmation of the budget at the end of Schematic Design, LPA's fees and services will be adjusted up to reflect the final budget and related documentation and locked in at that time.

The contract price shall not exceed \$1,040,400.00 without written approval from the City, and includes basic services, augmented services and reimbursable expenses and does not include optional services. The contract price for the work includes all labor, materials, equipment, reimbursable expenses and transportation required to perform the work referenced above in the Scope of Work. Pending confirmation of the scope, the following fees may be adjusted to align with the services noted.

\*Master Plan

Master Plan:	\$146,000
<b>Subtotal Master Planning</b>	<b>\$146,000</b>

Documentation (Basic Services)

Schematic Design:	\$ 107,100
Design Development (30% CD):	\$ 164,200
Construction Documents:	\$ 214,200
Bidding:	\$ 21,420
Construction Observation	\$ 207,080
<b>Subtotal Documentation (Basic Srvcs.)</b>	<b>\$ 714,000</b>

\*Augmented Services

Topographic Survey:	\$ 38,856
Underground Utilities Survey:	\$ 17,244
Cost Estimating	\$ 46,800
SWPPP	\$ 6,000
WQMP/Storm Water Quality Mgmt. Plan	\$ 6,000
Operational & Market Study	\$ 24,600
<b>Subtotal Augmented Services</b>	<b>\$ 139,400</b>

Reimbursable Allowance	<u>\$ 41,000</u>
<b>TOTAL</b>	<b>\$1,040,400</b>





**SCOPE OF SERVICES** | GRAPE DAY PARK MASTER PLAN AND AQUATIC CENTER DESIGN  
 6/15/2022

\*Augmented Services: Augmented Services are in addition to the Basic Services noted in the Master Plan and Documentation scopes but are included in the overall project scope and contract price.

Reimbursable expenses are in addition to compensation and typically run approximately %5 - 10% of a total project fee. They include costs for reproduction, plotting, express mailing, delivery charges, mileage, travel, and overhead on consultant invoices.

Consultant shall submit monthly invoices to the City, and the City shall pay Consultant for invoiced services within 30 days of receipt of invoices for those services.

Aquatics:	Aquatic Design Group
Cost Estimating:	HL Construction Management
Irrigation Design:	Sweeney and Associates
**Optional	Ballard*King
Market/Operations:	

**BASIC HOURLY RATE SCHEDULE**

Principal	\$280.00
Director	\$240.00
Discipline Director	\$260.00
Project Director	\$250.00
Project Leader	\$200.00
Design Coordinator II	\$170.00
Manager	\$165.00
Design Coordinator I	\$145.00
Senior Specialist	\$140.00
Designer III	\$135.00
Specialist III	\$110.00
Designer II	\$120.00
Specialist II	\$95.00
Designer I	\$110.00
Specialist I	\$85.00
Intern	\$85.00

NOTE: These rates became effective March 2022 and are subject to change annually.

**PROPOSED CONSULTANT/DISCIPLINES**

Architecture:	LPA
Landscape Architecture:	LPA
Interior Design:	LPA
Structural:	LPA
Civil:	LPA
Mechanical/Plumbing:	LPA

## ATTACHMENT "B" Personnel List

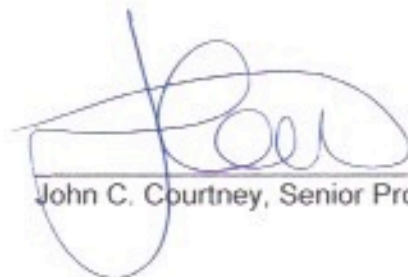
Pursuant to Section 4 of the Agreement, CONSULTANT shall only assign performance of Services to persons listed below.

1. Arash Izadi, Principal, [aizadi@lpadesignstudios.com](mailto:aizadi@lpadesignstudios.com) , and
2. John Courtney, Managing Director & Sr. Project Manager, [john.courtney@lpadesignstudios.com](mailto:john.courtney@lpadesignstudios.com), and
3. Rocio Gertler, Principal, [rgertler@lpadesignstudios.com](mailto:rgertler@lpadesignstudios.com), and
4. Lindsay DeCeault, Project Landscape Architect, [ldeceault@lpadesignstudios.com](mailto:ldeceault@lpadesignstudios.com) , and
5. Matthew Porreca, Project Architect, [mporreca@lpadesignstudios.com](mailto:mporreca@lpadesignstudios.com) , and
6. Kathereen Shinkai, Civil Engineer, [kshinkai@lpadesignstudios.com](mailto:kshinkai@lpadesignstudios.com) , and
7. Erik Ring, Mechanical Engineer, [ering@lpadesignstudios.com](mailto:ering@lpadesignstudios.com) , and
8. Bryan Seamer, Structural Engineer, [bseamer@lpadesignstudios.com](mailto:bseamer@lpadesignstudios.com) , and
9. Steve Bakin, Electrical Engineer, [sbakin@lpadesignstudios.com](mailto:sbakin@lpadesignstudios.com) , and
10. Darcie Gumbayan, Entitlement Specialist, [dgumbayan@lpadesignstudios.com](mailto:dgumbayan@lpadesignstudios.com) , and
11. Kenya Huezo, Landscape Architect, [khueze@lpadesignstudios.com](mailto:khueze@lpadesignstudios.com) , and
12. Jesse Hong, Landscape Architect, [jhong@lpadesignstudios.com](mailto:jhong@lpadesignstudios.com) , and
13. Eric Baumgartner, Architect, [ebaumgartner@lpadesignstudios.com](mailto:ebaumgartner@lpadesignstudios.com) , and
14. Dennis Berkshire, Aquatic Consultant, Aquatic Design Group, [dberkshire@aquaticdesigngroup.com](mailto:dberkshire@aquaticdesigngroup.com), and
15. Scott Ferrell, Aquatic Architect, Aquatic Design Group, [sferrell@aquaticdesigngroup.com](mailto:sferrell@aquaticdesigngroup.com) , and
16. Ryan Craven, Cost Estimator, [rcraven@hlconstructionmanagement.com](mailto:rcraven@hlconstructionmanagement.com) , and
17. Tim Fettig, Surveyor (Guida Surveying), [tfettig@guidainc.com](mailto:tfettig@guidainc.com) , and
18. Darin Barr, Project Analyst, (Ballard\*King Associates), [darin@ballardking.com](mailto:darin@ballardking.com) , and
19. George Wymer, Irrigation Designer, (Sweeney & Associates), [gwyrner@sweeneyassoc.com](mailto:gwyrner@sweeneyassoc.com) , and

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

Acknowledged by:

Date: 7/15/22

  
\_\_\_\_\_  
John C. Courtney, Senior Project Manager



# STAFF REPORT

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August 24, 2022  
File Number 1080-65

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## SUBJECT

### TRANSPORTATION SAFETY UPDATE

## DEPARTMENT

Police Department & Development Services Department

## RECOMMENDATION

Request that the City Council receive a presentation and hold a workshop to discuss transportation safety.

Staff Recommendation: Receive and File (Development Services/ Engineering, Edd Alberto), (Police Department/ Interim Chief of Police, Dave Cramer)

## BACKGROUND

A Transportation Safety Workshop with City Council was held on November 17, 2021 with a presentation provided by the Chief of Police and City Engineer. The goal of the workshop was to provide background information on transportation safety, including City programs and projects designed to improve safety. At that meeting, the City Council requested an annual transportation safety update.

### Programs

The City's approach to traffic safety is a multi-faceted, collaborative effort involving police, public works, engineering, schools, and other community partners. There are a number of programs that focus on improving the built environment to maximize transportation safety. These include the following:

#### I. Programs Designed to Evaluate, Prioritize and Complete Safety Improvements

- Traffic Management Projects List (TMPL): This program allows members of the public, community partners, and City staff to nominate traffic safety improvement projects for consideration and funding through the capital improvement program budget. Projects nominated for consideration are prioritized for funding by the Transportation and Community Safety Commission (TCSC) using adopted scoring criteria that considers collision history, measured roadway speeds, bike and pedestrian volumes, vehicular volumes, roadway geometrics, and solution effectiveness. In July of each year, between three and five of the highest priority projects are selected by the TCSC and completed during the fiscal year. Projects have included crosswalk improvements at high pedestrian areas, traffic calming projects, pedestrian countdown timers, and accessible pedestrian signals. The program has an annual budget of \$50,000.



# CITY of ESCONDIDO

## STAFF REPORT

- FY 2021-22 TMPL funded improvements around Mission Middle School, Oak Hill Elementary School, and North Broadway Elementary School. The improvements include high visibility crosswalks, Rectangular Rapid Flashing Beacons (RRFB), radar speed feedback signs, ADA curb ramps, and roadway restriping.
- FY 2022-23 TMPL projects were evaluated and selected during the July 14, 2022 Transportation and Community Safety Commission. Improvements around Hidden Valley Middle School, Felicita Elementary School, the intersection of Felicita Avenue & Montview Drive, and the intersection Vista Avenue and McGeary Road are to be funded this fiscal year. The improvements include high visibility crosswalks, signage, radar speed feedback signs, ADA curb ramps, and roadway restriping.
- Traffic Signal Priority List (TSPL): Based on collision data, police department input, and requests from the public, locations warranting a new signal or the addition of protected left turns (green arrows) at existing signals are evaluated and prioritized. This list prioritizes the installation of new signals and modifications to existing signals using a data-driven approach. The priority list for installation of protected left turns (green arrows) on existing signals is based on left turn collision rates, traffic speeds, and left turn volume. Below is the ranking of the locations that was adopted by the City Council in April. While these rankings guide the priority for use of the City funding, criteria for specific grant programs can enable construction at some locations more quickly than others. In April 2021, the City Council adopted the 2021 Traffic Signal Priority List. The tables below show the intersection rankings and status:

### New Traffic Signal Rankings

Rank	Study Intersection	Status/Funding
1	Rock Springs Road / Lincoln Ave	Design/ Developer
2	Harding Street / Lincoln Ave	Not Yet Funded
3	Lomas Serenas Dr / Via Rancho Pkwy	Not Yet Funded

### Protected Left Turn Signal Rankings

1	Bear Valley Pkwy / Mary Lane	Construction/ TransNet
2	Metcalf Street / Mission Ave	HSIP Grant Application
3	Quince Street / Washington Ave	HSIP Grant Application
4	Fig Street / East Valley Pkwy	HSIP Grant Application
5	Rose Street / Washington Av	Design/ HSIP Grant Application
6	Fig Street / Mission Avenue	HSIP Grant Application
7	Centre City Pkwy / Ninth Ave	HSIP Grant Application
8	Rock Springs Road / Mission Av	Design/ Developer
9	Juniper Street / Felicita Ave	Bid/ATP Grant
10	Escondido Boulevard /Grand Ave	HSIP Grant Application



# CITY of ESCONDIDO

## STAFF REPORT

- Local Roadway Safety Plan (LRSP):** The City Council approved the LRSP on May 25, 2022. The LRSP is a comprehensive, Citywide study that is a risk-based, data-driven, systemic approach to improving local roadways. The highest priority locations for future safety improvements are identified after considering all Citywide collision data over a five-year timeframe. The criteria for evaluation and prioritization are based on detailed criteria set by Caltrans that includes both the number and severity of collisions. Countermeasures are identified for each of the highest priority locations. The LRSP is a requirement to apply for Highway Safety Improvement Program grant funding.
- Walk Audits:** In cooperation with COMPACT, school district staff, school Principals, police officers, and engineering staff have conducted pedestrian safety and drop-off and pick-up evaluations at 11 school sites in the past 12 months. Guidance on management of drop-off and pick-up areas, and recommendations for improvement of signage and striping was provided for each school site as appropriate. Additionally, necessary offsite signage and striping improvements have been implemented on City streets.
- Stakeholder Feedback:** In addition to the programs above, staff evaluates and responds to traffic safety related concerns from many sources, including the general public, school district staff and based on collision data. Staff logged over 350 service requests in FY 2021-22 and issued 39 work orders for the installation of parking signs, red curb, and delineator replacement. All service requests are responded to by staff via phone call or email. When concerns can't be resolved through education, staff will then conduct field investigations. The field investigations include observing driver behavior to substantiate the concerns of the stakeholder, collecting data such as speed or volume, and taking other field measurements. The service requests are discussed at weekly traffic staff team meetings to determine countermeasures and next steps. The resolution could include notifying the Police Department for enforcement, issuing work orders for traffic infrastructure maintenance or may result as a recommended project to be evaluated for prioritization of funding in one of the programs discussed above. Members of the public are encouraged to submit traffic safety concerns through the City's Report-It application.

## II. Grant Programs Designed to Complete Safety Improvements

- Highway Safety Improvement Program (HSIP):** This federal grant program is offered approximately every two years. Projects are prioritized for funding based on collision reduction benefits that exceed the cost of improvements by a factor of at least 10:1. The City has secured funding through this program for several projects in recent years. The next grant cycle application is due in September 2022. City staff is preparing grant applications for 22 intersections prioritized in the LRSP for an estimated \$4-million dollars in traffic safety improvements.





# CITY of ESCONDIDO

## STAFF REPORT

- Safe Streets for All (SS4A): This is a new federal grant program established through the Bipartisan Infrastructure Law. The SS4A program supports the U.S. Department of Transportation goal of zero deaths and serious injuries on the nation's roadways. The program requires the adoption of an Action Plan to qualify for funding. The City has amended the LRSP to be consistent with the requirements of the SS4A Action Plan and will apply in September 2022 for \$1.5 million dollars to fund the installation of a new traffic signal at the intersection of Centre City Parkway and Brotherton Road.
- Active Transportation Program (ATP): The State grant program is offered approximately every three years and supports projects that encourage bicycling and walking by improving connectivity and safety. The City has secured funding through this program for several projects in recent years. The City applied for ATP cycle six funding in June 2022 for sidewalk improvements along Citrus Avenue to improve access to Hidden Valley Middle School at a cost of \$3-million.

### III. Education and Enforcement Programs Designed to Improve Safety

In addition to improving the built environment, traffic safety remains a police department priority. Traffic complaints and trending traffic issues are communicated to officers in daily briefings to help focus enforcement in the areas where they are needed most. In 2021, the department rolled out an electronic citation system that streamlines how citations are issued and processed. Finally, grant funds provided by the Office of Traffic Safety (OTS) are used to provide necessary funding and staffing support to further the police department's education and enforcement campaigns.

- OTS STEP Grant: This grant funds a range of enforcement and education activities. Past grants have funded the purchase of a new DUI trailer, a new radar feedback/message trailer, preliminary alcohol screening devices (portable breathalyzers), and mobile printers for our electronic citation system. In addition, the grant fully funds one officer position that is dedicated to DUI enforcement. The FY2021-22 grant provided \$520,000 and has been used to cover expenses for one DUI enforcement officer. The grant also funded DUI checkpoints, DUI Saturation Patrols, Distracted Driving enforcement, Primary Collision Factor (PCF) details, Motorcycle Enforcement details, "Know Your Limits" education campaigns, and collaborative details with other county agencies.
- OTS Bicycle and Pedestrian Safety Educational Grant: This grant is targeted toward education for children and older adults. Activities include the purchase of pedestrian safety equipment (reflective bands and reflective zipper pulls), bicycle safety equipment (headlights, tail lights and helmets) and educational materials. In addition, this grant funds costs for officers to go into the community and give safety presentations, including bicycle rodeos, bicycle and pedestrian safety



# CITY of ESCONDIDO

## STAFF REPORT

presentations at schools and community organizations, bicycle safety courses, participation in Safe Routes to School meetings, and pedestrian safety presentations for older adults. The FY 2021-22 grant provided \$25,000 that has funded enforcement details aimed at bicycle and pedestrian safety in addition to the previously discussed education campaigns.

- **Safe Routes to School Education:** The Juniper Elementary Safe Routes to Schools project includes an ATP grant funding component to conduct pedestrian safety and encouragement activities at three schools, including Juniper Elementary, Central Elementary, and Oak Hill Elementary. COMPACT will conduct mobility assessment workshops, walk/bike audits, driving audits and prepare education programs for each school at the start of the school year in the fall. Student-led outreach and encouragement campaigns as well as education for motorists will be conducted at each site.
- **Public Information Campaign:** The Police Department issues press releases and social media posts on safe practices and crash prevention. The Police Department also conducts targeted enforcement, participates in safety fairs, and conducts pedestrian and bicycle safety presentations with youth and seniors in the City. As committed to during the November 2021 workshop, the Escondido Police Department has developed a public information campaign designed to remind roadway users of the importance of safety.

The Escondido Police Department established the Go Slow in Esco campaign. In an effort to reduce traffic collisions and address concerns of traffic safety, the program was created to bring awareness to issues including speeding, running red lights, and other traffic violations. The campaign features collaborative efforts from the police department, community members, and law enforcement partners to always practice safe driving in and around the community.

The Police Department also fully participates in campaigns that bring high visibility and safe practices to the community, including:

- National Walk to School Day
- National Teen Driver Safety Week
- National Distracted Driver Awareness Month
- National Motorcycle Safety Month
- National Bicycle Safety Month
- National Click It or Ticket Mobilization
- National Child Passenger Safety Week
- California Pedestrian Safety Month

During the fall of 2022, school traffic safety will be the main focus of the public information campaign.



# CITY *of* ESCONDIDO

## STAFF REPORT

The need to focus additional resources toward transportation safety was identified as a top City priority. OTS compares safety statistics for 59 similar-sized cities. Since the November 2021 workshop, updated OTS data shows Escondido ranks 11<sup>th</sup> highest for fatal and injury crashes (improved from 8<sup>th</sup>), 13<sup>th</sup> highest for alcohol-involved crashes (improved from 8<sup>th</sup>), 33<sup>rd</sup> highest for pedestrian-involved crashes (improved from 11<sup>th</sup>) and 16<sup>th</sup> highest for speed-related crashes (improved from 15<sup>th</sup>). While these improving statistics are positive news, staff's presentation will cover the need for continued vigilance and dedication of resources to combat nationwide trends of unsafe driver behavior.



# TRANSPORTATION SAFETY UPDATE

August 24, 2022

David Cramer, Chief of Police  
Edd Alberto, City Traffic Engineer

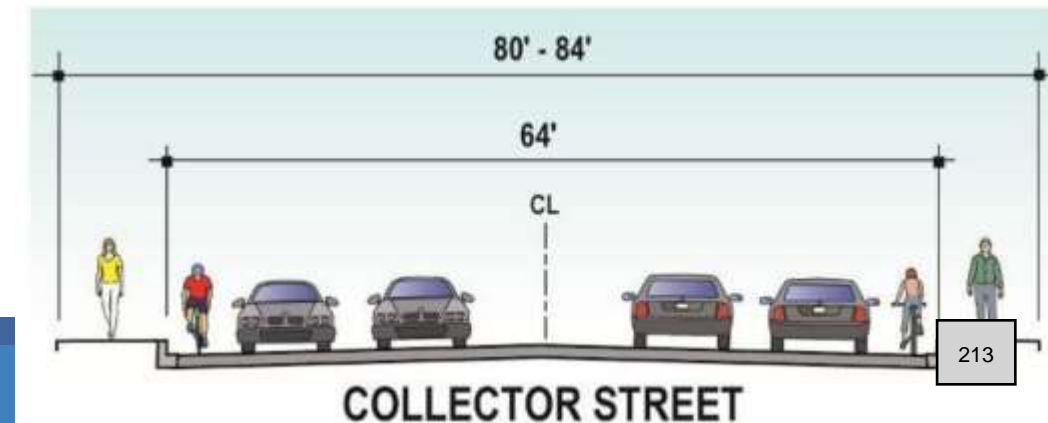
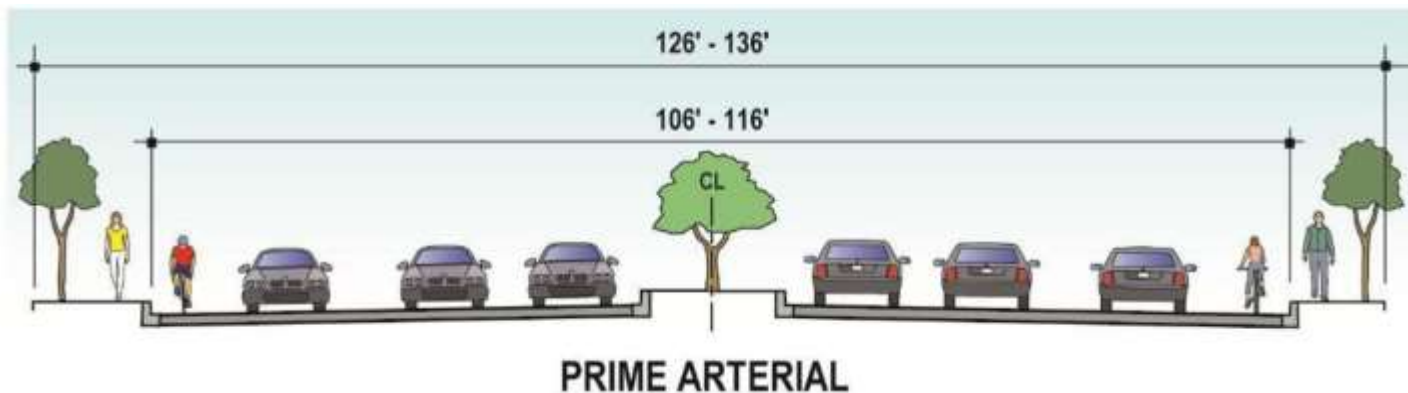
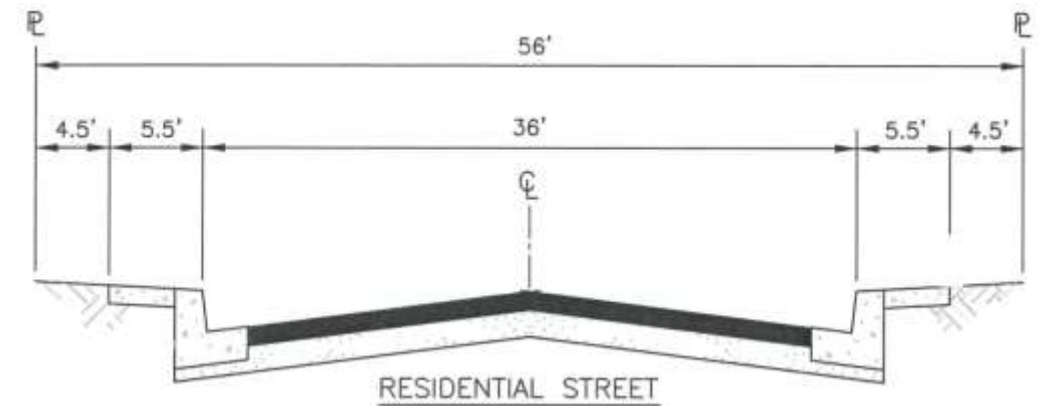
# Overview

- Escondido's Safety Statistics
- Improving Transportation Safety
  - Programs
  - Projects
  - Education
  - Enforcement

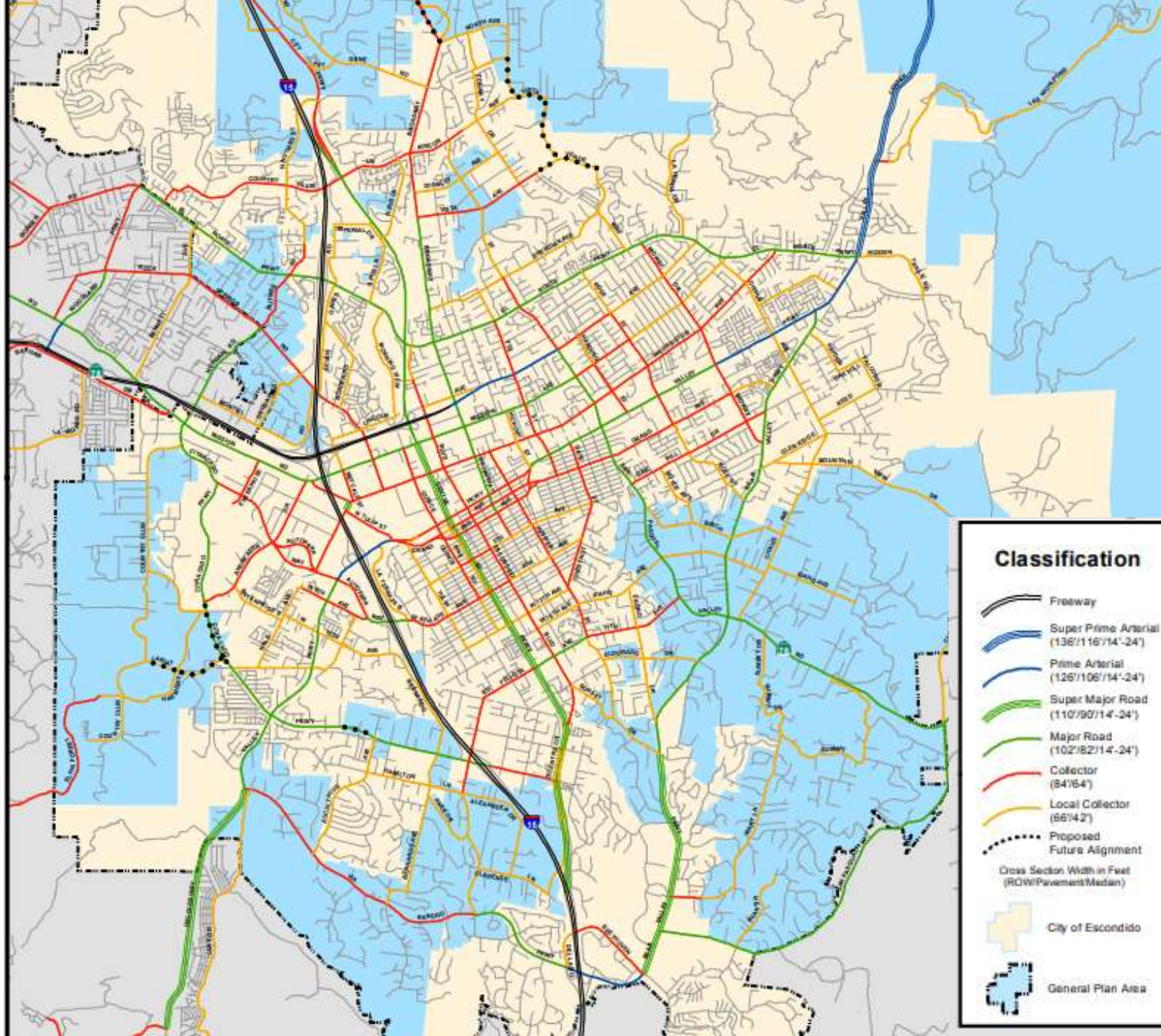


# Escondido's Roadway System

- 315 centerline-miles of roadway
- State Route 78 – Maintained by Caltrans
- 170 Signalized Intersections
- Range of Roadway Types
  - Rural and Residential Streets
  - Collector Streets
  - Prime Arterials







# Escondido's Rankings (2019 Data)

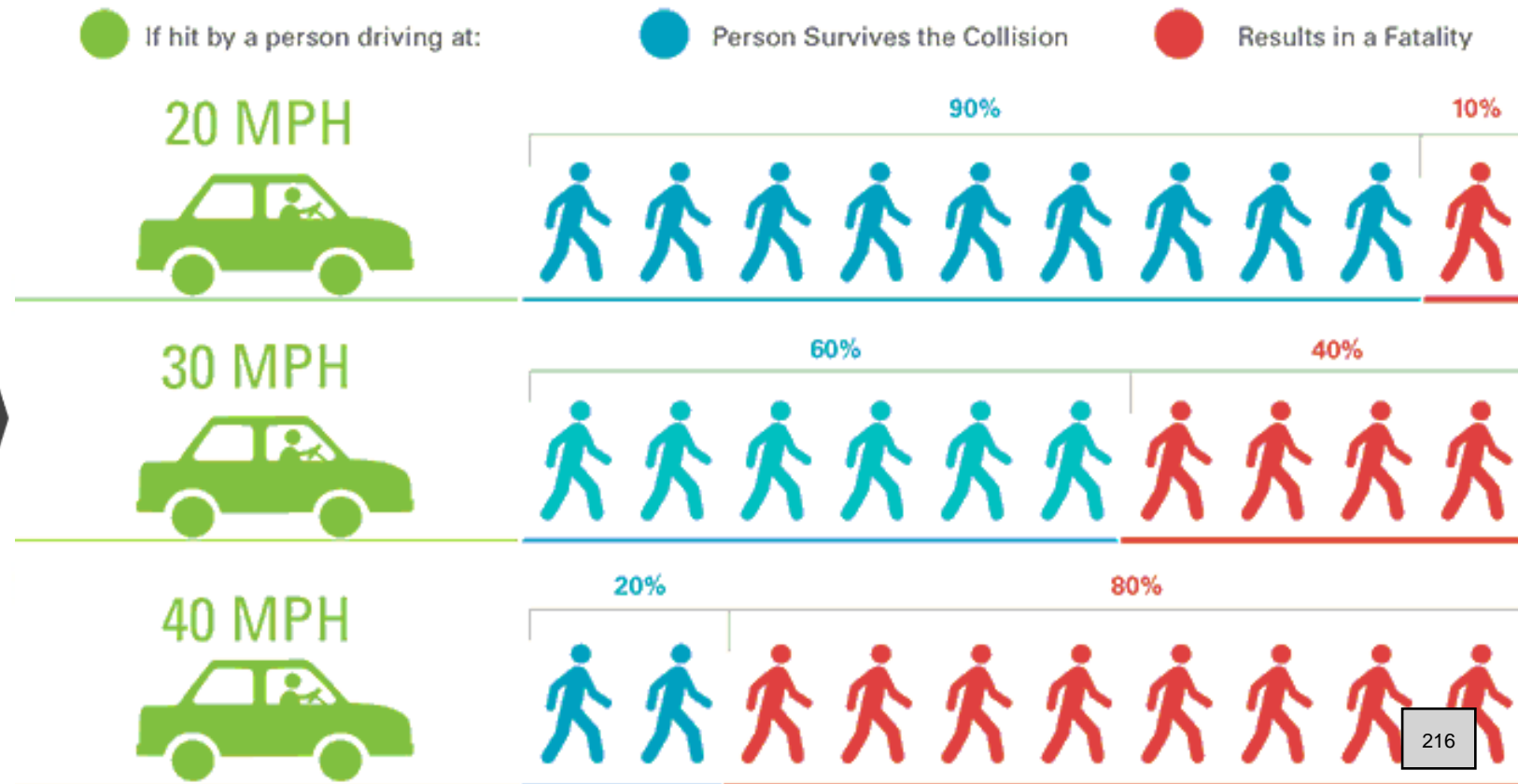
Compared to 59 similar sized Cities:

- 13<sup>th</sup> highest for Alcohol Involved Crashes (down from 8<sup>th</sup> in 2018)
- 11<sup>th</sup> highest for Fatal and Injury Crashes (down from 9<sup>th</sup> in 2018)
- 33<sup>rd</sup> highest for Pedestrian Involved Crashes (down from 11<sup>th</sup> in 2018)
- 16<sup>th</sup> highest for Speed Related Crashes (down from 15<sup>th</sup> in 2018)
  
- 50<sup>th</sup> in DUI Arrests (493 arrests)

# Speed and Safety

- Speed Limits set based on 85<sup>th</sup> speed as required by State Law
- Speeding is the leading cause of fatal car collisions in US
- Aggressive driving causes over 50% of collisions in US

## Pedestrian Survivability





# National Collision Trends

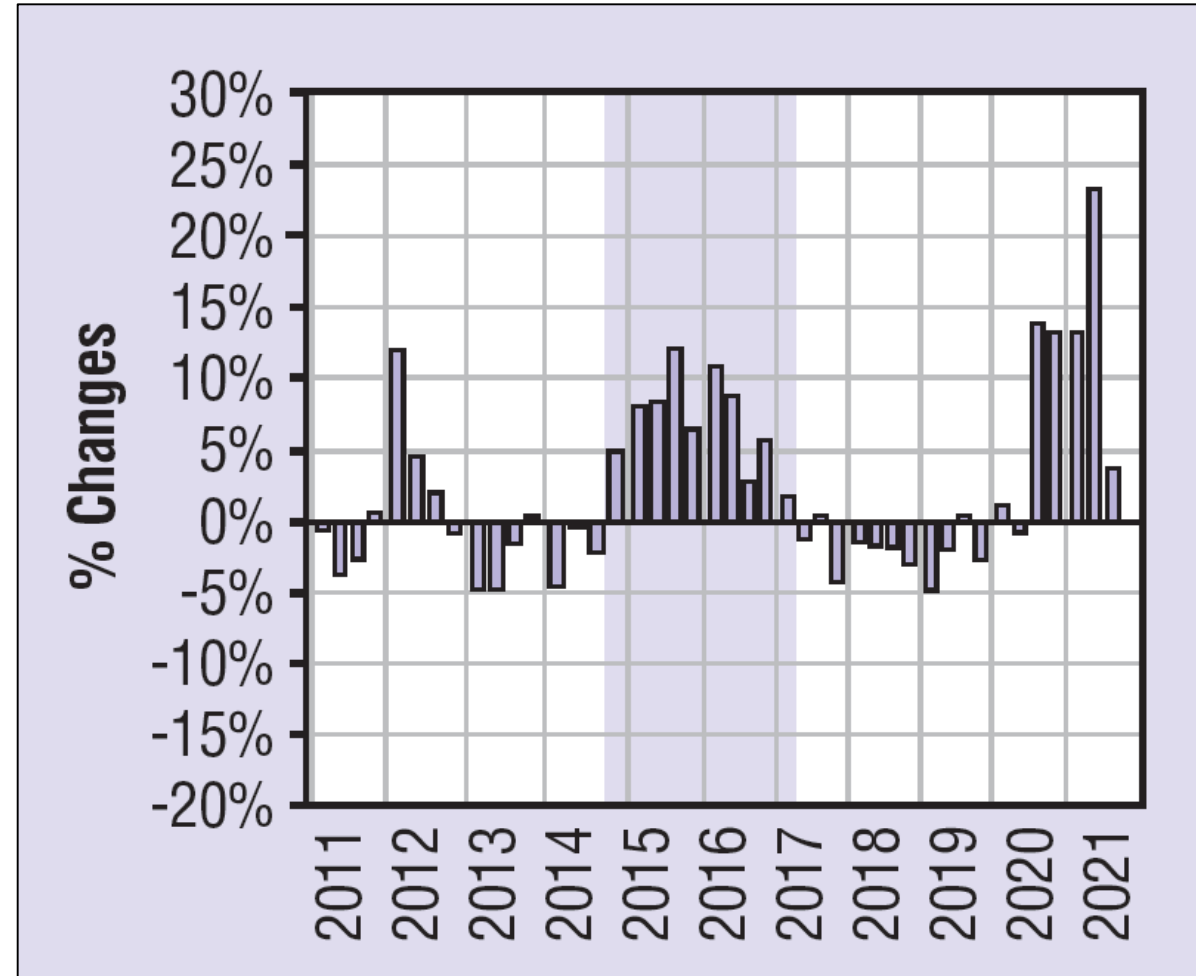
AP

“During 2021 there was a **10.5% jump in fatalities nationwide**, the largest increase since data collection began in 1975.”

“Nearly **118 people died in U.S. traffic crashes every day last year**, according to the agency’s figures. The Governors Highway Safety Association, a group of state traffic safety officials, **blamed the increase on dangerous behavior such as speeding, driving while impaired by alcohol and drugs, and distracted driving, as well as “roads designed for speed instead of safety.”**”

# National Collision Trends

- 2017-2020 national fatal collisions were trending lower each quarter over previous years
- First half of 2021 show 18.4% increase in fatal collisions over same period of 2020
  - Research shows changes in driver behavior
  - Increase in risky behaviors
    - Speeding
    - Not wearing seatbelts
    - Driving under the influence



NHTSA



# Escondido Collision Statistics 2016-2021

## crash Type

Broadside (32%)  
Rear-End (26%)  
Sideswipe (15%)

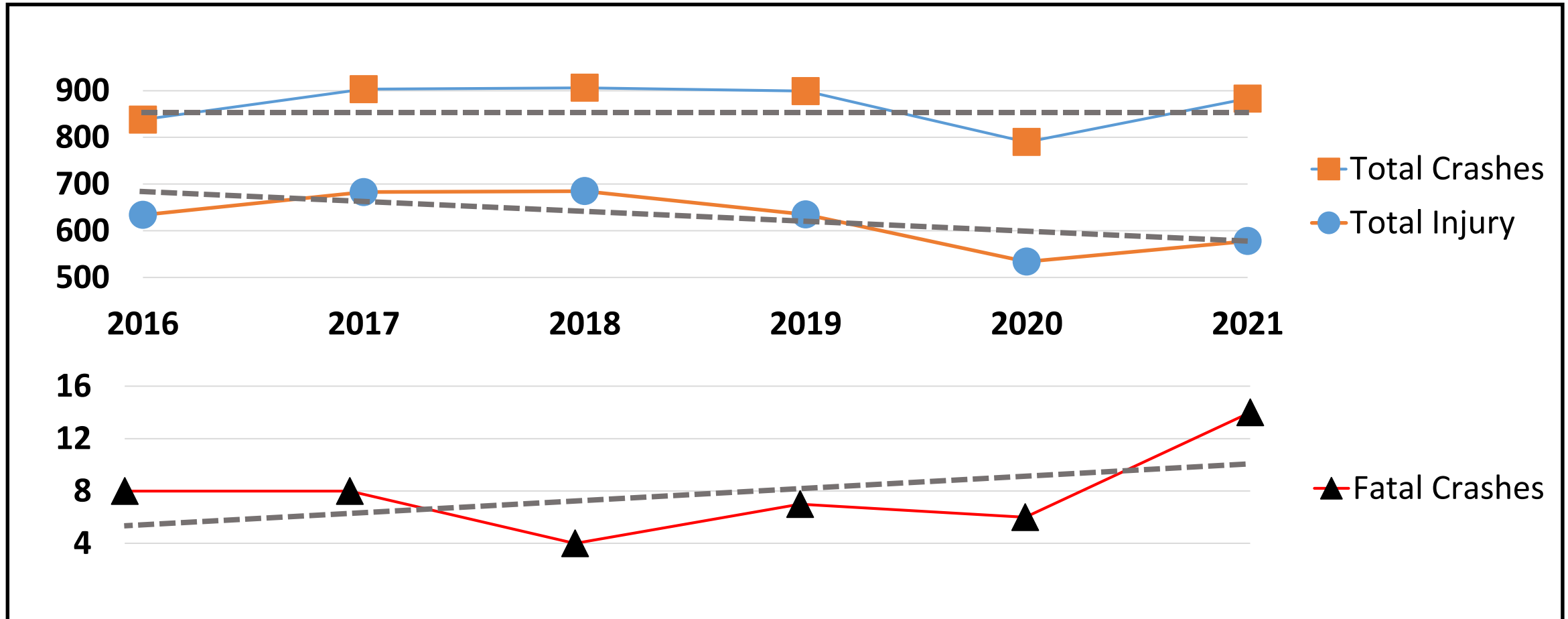
## crash Cause

Unsafe Speed (20%)  
Auto ROW Violation (19%)  
DUI (17%)

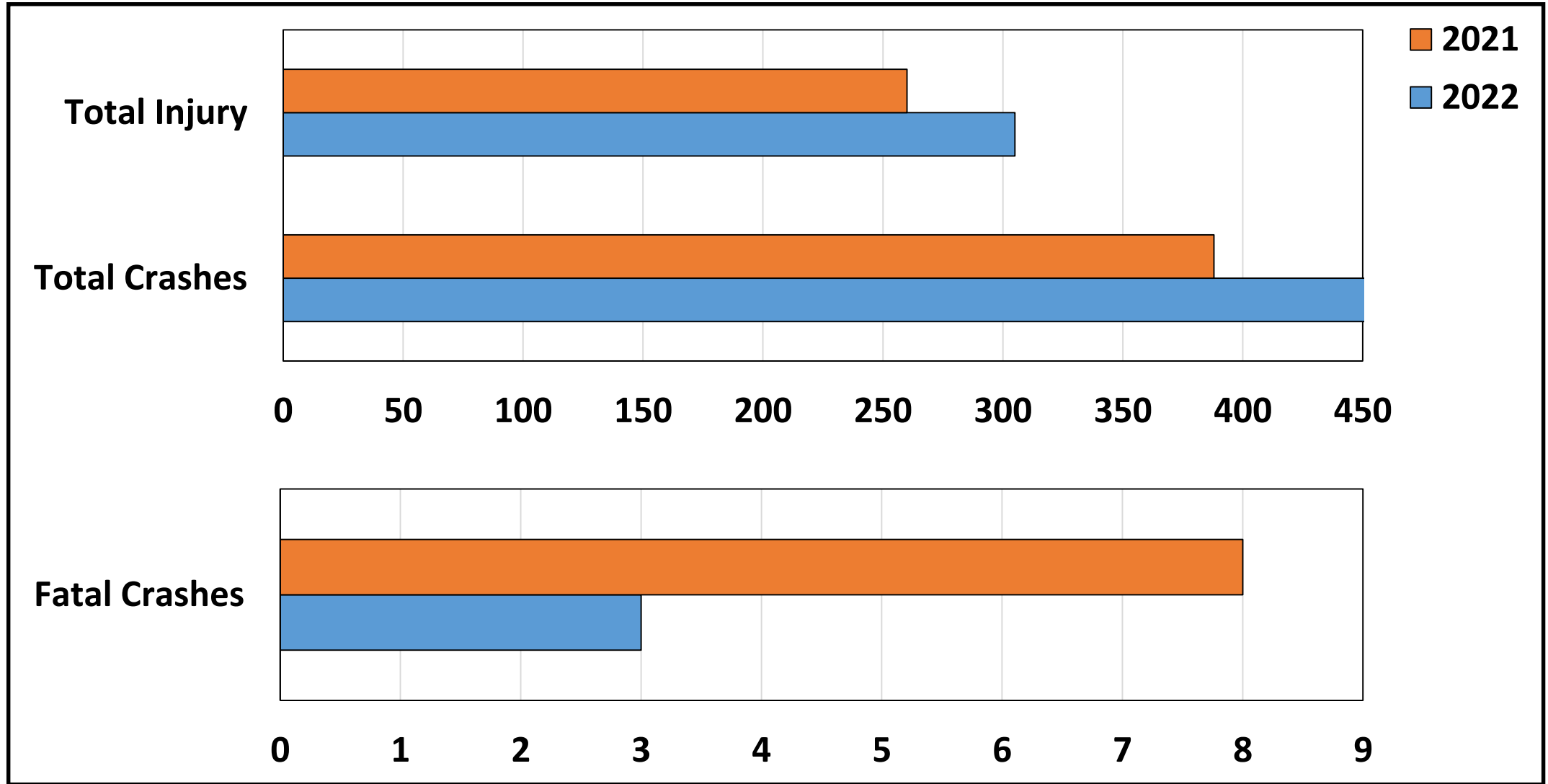
## crash Severity

Property Damage Only (29%)  
Complaint of Pain (40%)  
Visible Injury (28%)  
Severe Injury (2%)  
Fatal (1%)

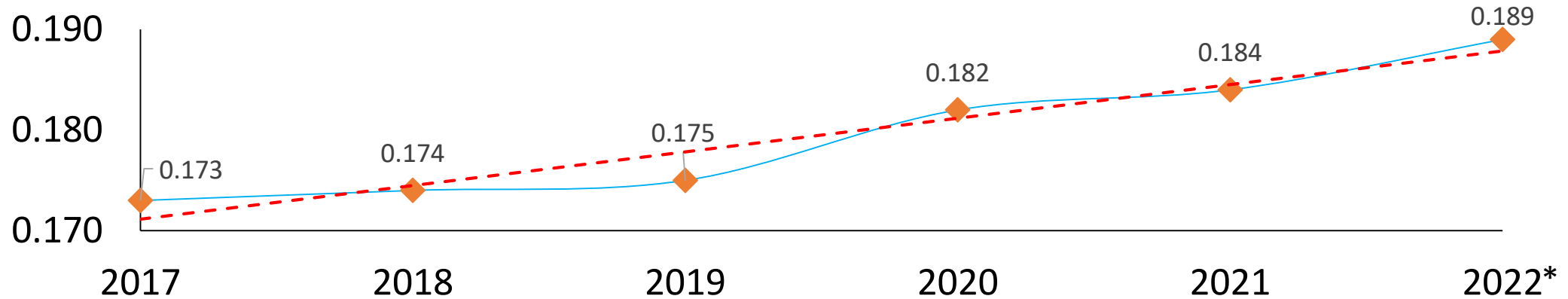
# Escondido Collision Trends 2016-2021



# Escondido First Half 2021 vs 2022



# SD County Blood Alcohol Concentration Trends Item 10.



- \*2022 data for January through June
- San Diego County Sheriff's Crime Lab tested 49 percent of all DUI arrestee samples
- Tested samples included at least one additional drug; most commonly was THC
- The significant shift in increased mean BAC coincides with the beginning of COVID in 2020.

# Traffic Management Toolbox

- Establishes framework on when and how to initiate traffic management
- Classifies tools into three groups
  - Class I – Enforcement, Education, Speed Trailer, Signs, Red Curb
  - Class II – Radar Speed Signs, High Visibility Crosswalks, Lane Narrowing, Buffers
  - Class III – Pedestrian Signals, Medians Islands, Curb Extensions, Roundabouts

Class I



Class II



Class III



# Traffic Management Project List (TMPL)

Item 10.

- Community nominates Safety Improvement Projects
- Transportation and Community Safety Commission selects nominated projects for funding
- Annual budget of \$50,000



# Traffic Signal Priority Lists (TSPL)

- City monitors and maintains over 165 traffic signals
- Feedback from citizens, council members, and other departments
- Two separate lists:
  - New Traffic Signals
  - Modification of Existing Signals (addition of left turn arrows)
- Adopted scoring criteria
- Used as guidelines in recommending future projects for the Capital Improvement Budget and prioritize locations to seek grant funding
- Last Adopted by the City Council in April 2021



# TSPL



Rank	Study Intersection	Status/Funding
<b>New Signals</b>		
1	Rock Springs Road / Lincoln Ave	Developer
2	Harding Street / Lincoln Ave	TBD
3	Lomas Serenas Dr / Via Rancho Pkwy	TBD
<b>Signal Modifications - Add Left Turn Phasing</b>		
1	Bear Valley Pkwy / Mary Lane	Construction*
2	Metcalf Street / Mission Ave	TBD
3	Quince Street / Washington Ave	HSIP Grant
4	Fig Street / East Valley Pkwy	HSIP Grant
5	Rose Street / Washington Av	In Design/HSIP Grant
6	Fig Street / Mission Avenue	HSIP Grant
7	Centre City Pkwy / Ninth Ave	HSIP Grant
8	Rock Springs Road / Mission Av	HSIP Grant
9	Juniper Street / Felicita Ave	Constructed
10	Escondido Boulevard /Grand Ave	HSIP Grant

Item 10.

# Local Roadway Safety Plan

- Risk-based, data-driven, systemic approach to improving safety of Local Roadways
- Identifies highest priority locations for future safety improvements
- Defines cost-effective improvement strategies and countermeasures for each identified location
- Required for Highway Safety Improvement Program (HSIP) and Safe Streets 4 All Program (SS4A) grant funding

# HSIP & SS4A



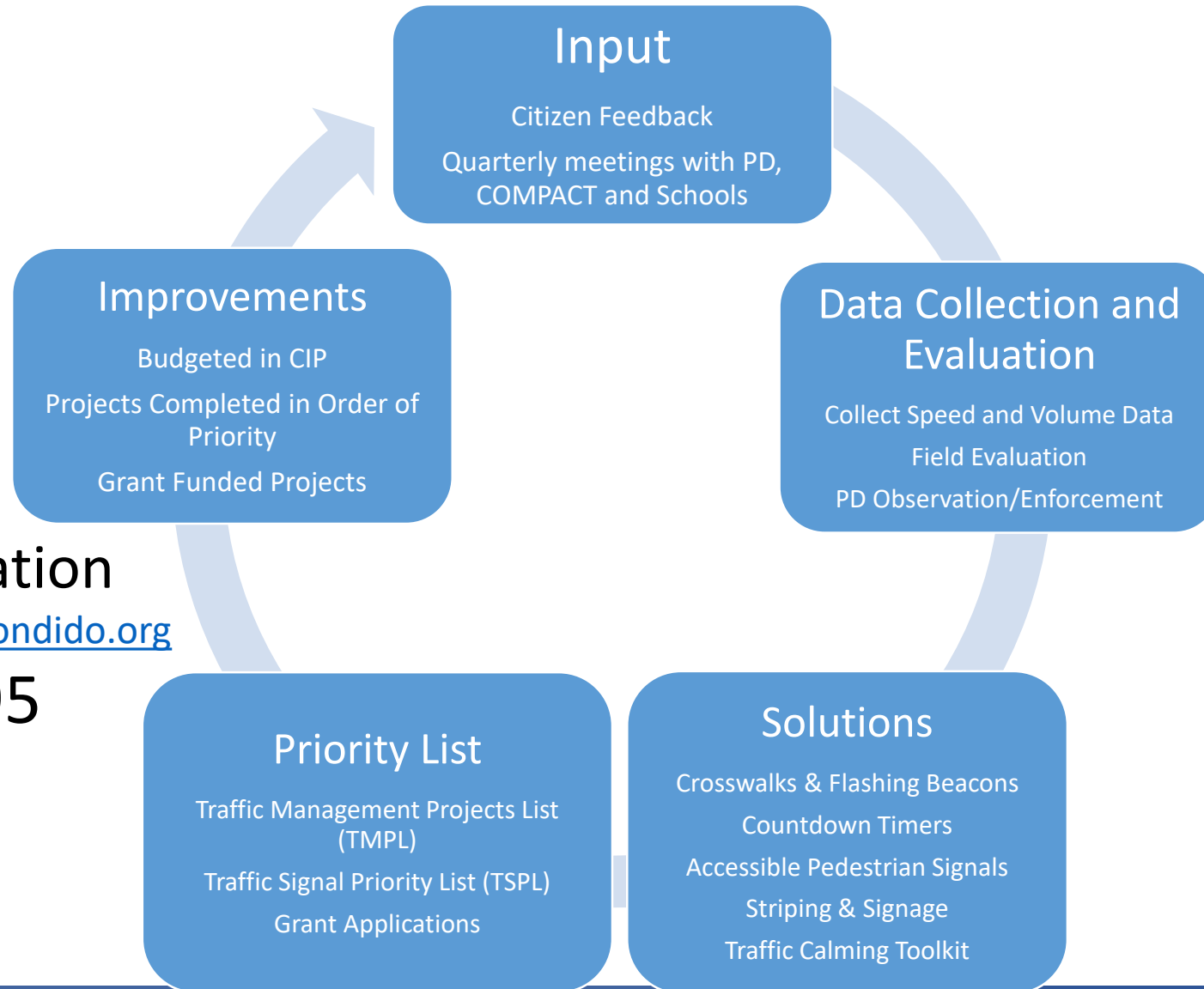
\$3.7M HSIP funding for traffic safety improvements at 22 intersections



\$1.5M SS4A funding for new traffic signal at Centre City Parkway and Brotherton Road

# Improving Safety for All Modes of Transportation

Item 10.



*Report It* application

[Traffic.engineering@escondido.org](mailto:Traffic.engineering@escondido.org)

(760) 839-4595

# Service Requests

- FY 2021-22, Development Services Staff logged over 350 service requests
- 39 Work Orders were issued
  - No Parking Signs
  - Parking Signs
  - Red Curb
  - Delineator replacement



# Engineering Project Updates

- Traffic Signal Communications Grant
- Seven Creek Crossings
- Escondido Creek Trail Transit Center Bike Path Improvements
- Prop 68 Creek Trail Expansion Project
- Citracado Extension Project
- Grand Avenue Vision Project
- 2021 Street Rehabilitation and Maintenance Projects
- Bear Valley Parkway at Mary Lane Traffic Signal Modification
- Washington Avenue at Rose Street Traffic Signal Modification
- Juniper Safe Routes to School Phase 2

# Grand Avenue Vision Phase 1





# Grand Avenue Vision Phase 1



# Education & Enforcement

- Escondido Police Department was awarded two grants for 2022-2023
- STEP grant funding of \$485,000.
- Pedestrian and Bicycle Safety grant funding of \$25,000.

# OTS Selective Traffic Enforcement (STEP) grant

Item 10.

- Currently in Quarter 4 of the 2021-22 grant that provides \$520,000 to fund:
  - DUI checkpoints
  - DUI Saturation Patrols
  - Distracted Driving enforcement
  - Primary Collision Factor (PCF) details
  - Motorcycle Enforcement details
  - “Know Your Limits” education campaigns
  - Collaborative details with other county agencies



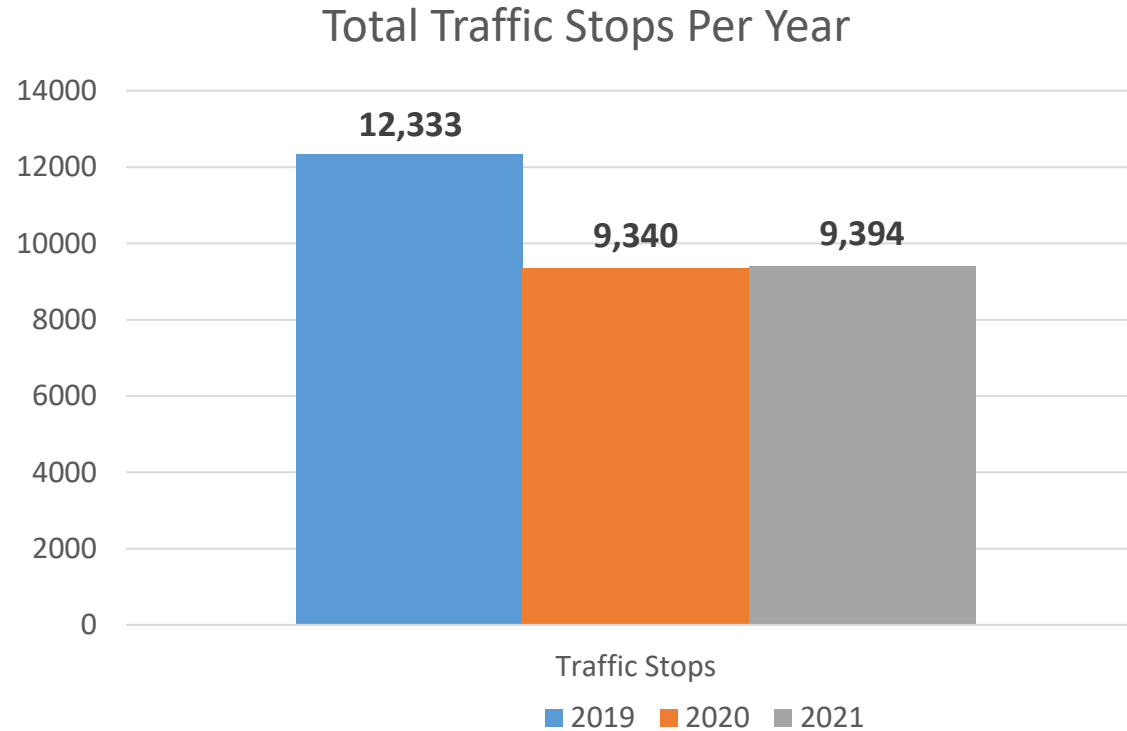
# Pedestrian and Bicycle Safety grant

- Currently in Quarter 4 of the 2021-22 grant which provides \$25,000 to fund:
  - Education campaigns aimed at youth and senior pedestrian and bicycle safety
  - Enforcement details aimed at bicycle and pedestrian safety.

# Traffic Enforcement

- Total Traffic Stops Per Year\*

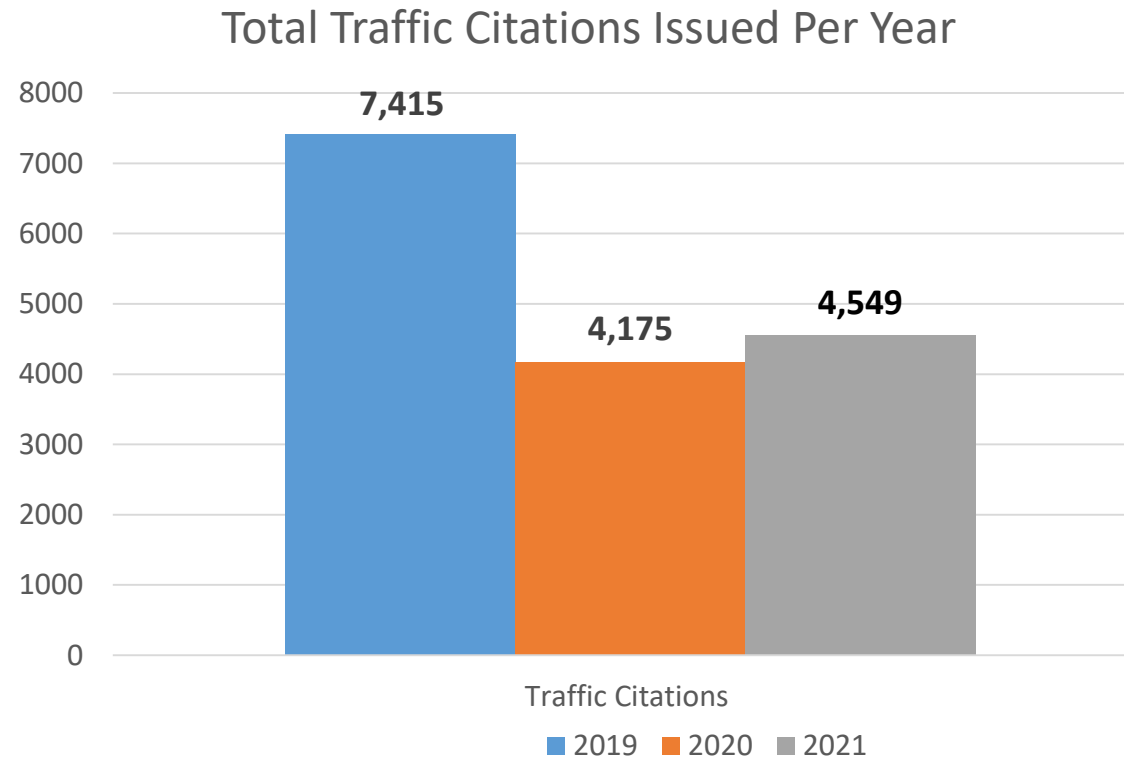
Escondido is ranked 5<sup>th</sup> out of 59 similar Cities for DUI arrests



\*The Coronavirus Pandemic caused an anomaly in the 2020 traffic enforcement efforts and traffic statistics. Due to government restrictions and lockdown protocol, there were less drivers on the road. For a portion of 2020, Police Department personnel were directed to maintain social distancing standards and were responding only to emergency calls for service.

# Traffic Enforcement

- Total Traffic Citations Issued Per Year\*



\*The Coronavirus Pandemic caused an anomaly in the 2020 traffic enforcement efforts and traffic statistics. Due to government restrictions and lockdown protocol, there were less drivers on the road. For a portion of 2020, Police Department personnel were directed to maintain social distancing standards and were responding only to emergency calls for service.



# Red Light Violator Detection Unit

Item 10.





# Education

- Walk Audits at 27 school sites
  - In partnership with COMPACT, District staff and School Principal
  - Drop-off/Pick-up Management
  - Walking and Biking Safety – Crossing Points
- Safe Routes to School Education – Juniper Elementary, Central Elementary and Oak Hill Elementary
  - Led by COMPACT and funded with ATP Grant
  - Walking, biking and driving audits
  - Prepare Education Program
  - Student-led outreach/encouragement
  - Motorist Education



# Education & Enforcement

- Bicycle and Pedestrian Safety OTS Grant
  - Bike Rodeos
  - Safety Equipment
  - Bicycle Safety Courses
  - Presentations to Schools, Older Adults, and Community Organizations
- Radar Speed Trailer
- GO SLOW IN ESCO!





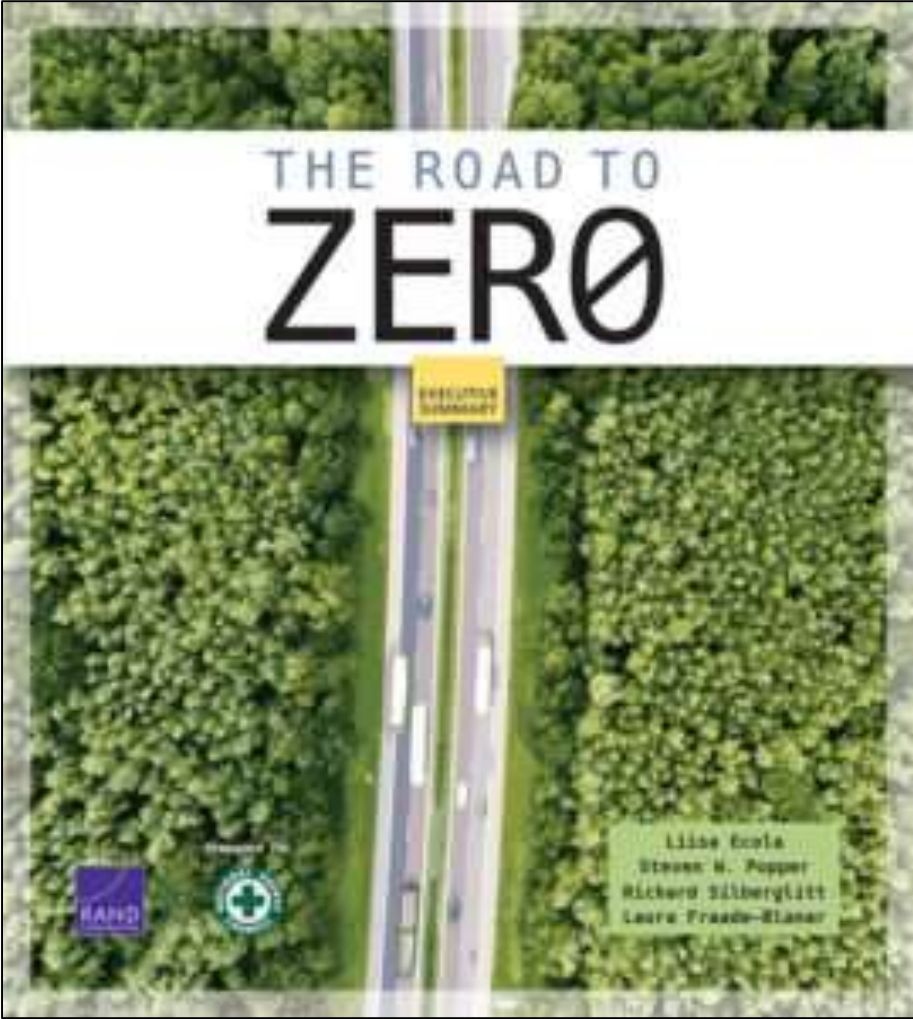
# GO SLOW IN ESCO!

# Summary

Item 10.



# Join Us



# QUESTIONS?



Apple Store

Escondido Report It!



Google Play

# Back-Up Slides

Item 10.



Rank	Study Intersection	Recommended Improvements	Cost Estimate	Funding Status
<b>Ranking for New Signals</b>				
1	Rock Springs Road / Lincoln Ave	Signalization + 150 LF of sidewalk	\$ 454,000	Developer Funded
2	Harding Street / Lincoln Ave	Signalization	\$ 545,000	Pending Funding
3	Lomas Serenas Dr / Via Rancho Pkwy	Signalization	\$ 358,000	Pending Funding
<b>Ranking for Signal Modifications</b>				
1	Bear Valley Pkwy / Mary Lane	Install left turn phasing on east and west approaches	\$ 355,000	Budgeted and Under Design
2	Metcalf Street / Mission Ave	Install <u>Protected Permissive Left Turn phasing</u> on all approaches (pilot)	\$ 500,000	Pending Funding
3	Quince Street / Washington Ave	Install left turn phasing on all approaches	\$ 450,000	Pending Funding
4	Fig Street / East Valley Pkwy	Install left turn phasing on all approaches	\$ 498,000	Pending Funding
5	Rose Street / Washington Av	Install left turn phasing on east and west approaches	\$ 427,000	Pending Funding
6	Fig Street / Mission Avenue	Install left turn phasing on all approaches	\$ 450,000	Pending Funding
7	Centre City Pkwy / Ninth Ave	Install left turn phasing on east and west approaches	\$ 440,000	Pending Funding
8	Rock Springs Road / Mission Av	Install left turn phasing on north and south approaches	\$ 320,000	Developer Funded
9	Juniper Street / Felicita Ave	Install left turn phasing on all approaches	\$ 445,000	Grant Funded
10	Escondido Boulevard /Grand Ave	Install left turn phasing on east and west approaches	\$ 350,000	Pending Funding
	<b>TOTAL COST ESTIMATE (New Signals &amp; Left Turn Phasing)</b>		<b>\$ 5,592,000</b>	<b>\$4,018,000</b>

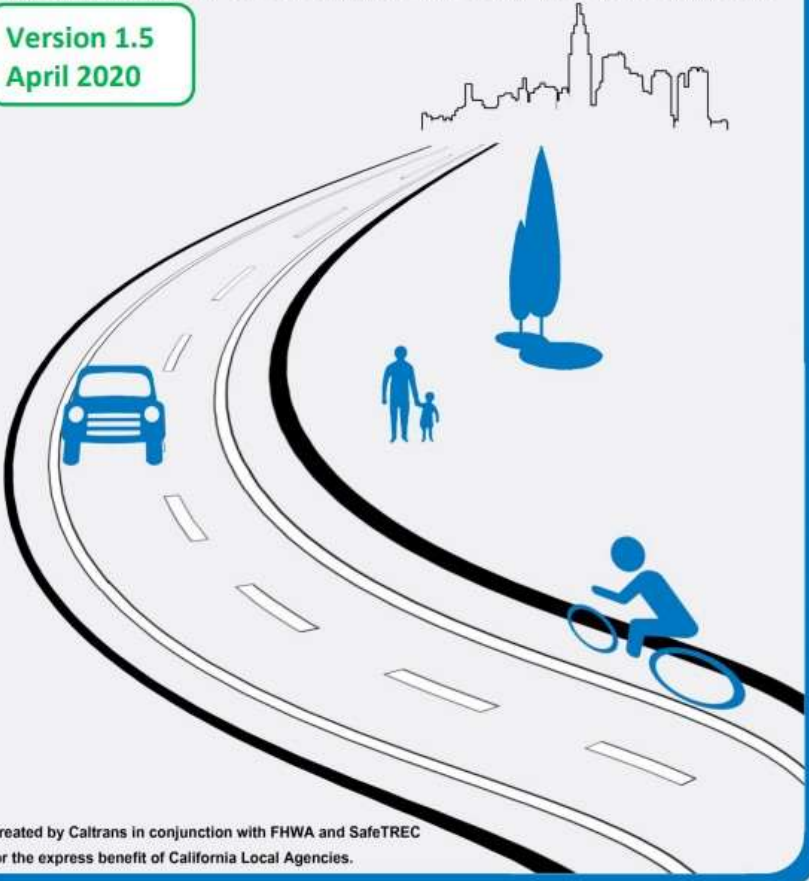
### Signal Program Budget Projections (TransNet):

Budget Year	Funding
FY 22/23	\$100,000
FY 23/24	\$250,000
FY 24/25	\$250,000
FY 25/26	\$250,000

# Local Roadway Safety

## A Manual for California's Local Road Owners

Version 1.5  
April 2020



Created by Caltrans in conjunction with FHWA and SafeTREC for the express benefit of California Local Agencies.



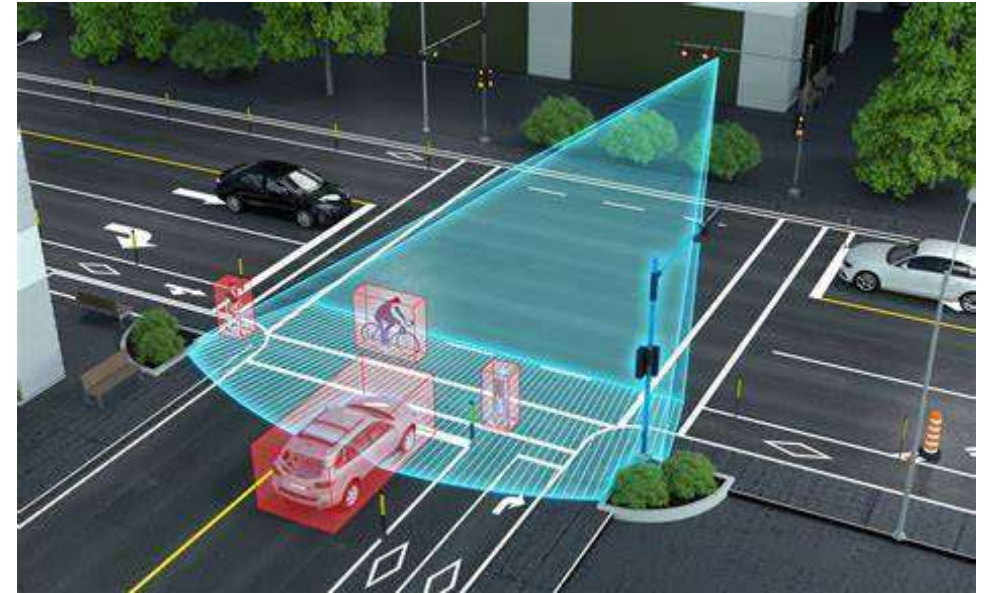
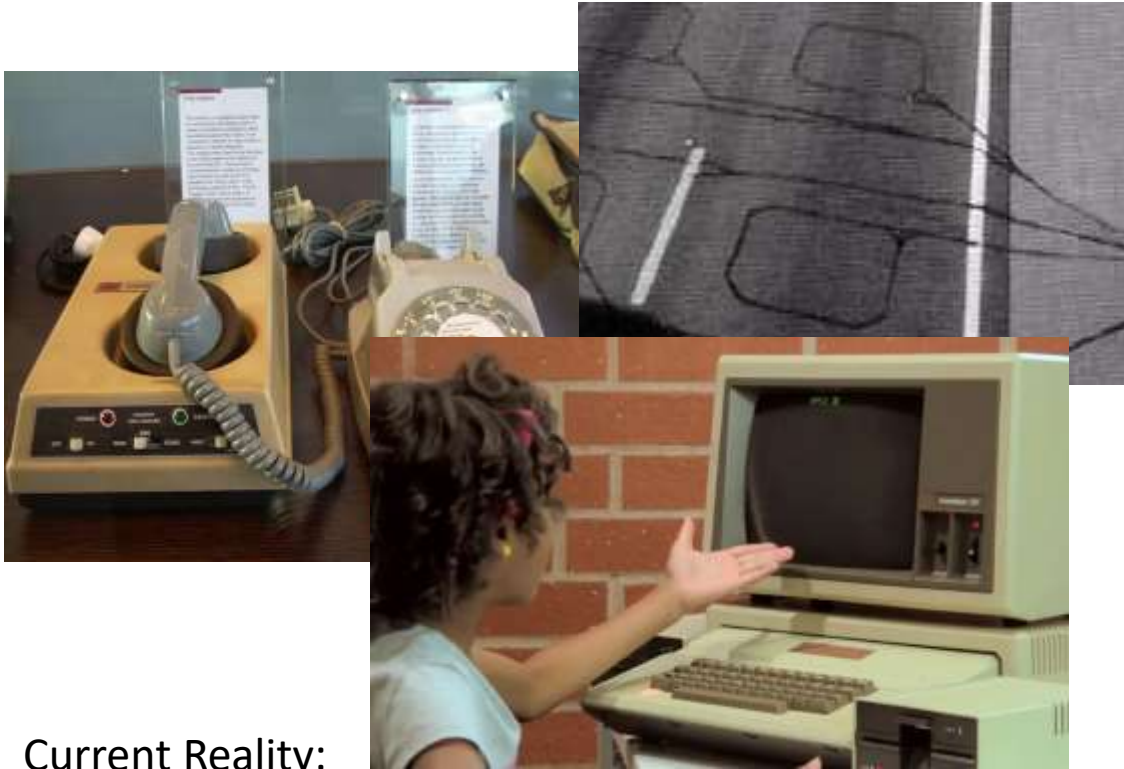
S03, Improve signal timing (coordination, phases, red, yellow, or operation)

For HSIP Calls-for-projects			
Funding Eligibility	Crash Types Addressed	CRF	Expected Life
50%	All	15%	10 years
<b>Notes:</b>	This CM only applies to crashes occurring on the approaches / influence area of the new signal timing. For projects coordination signals along a corridor, the crashes related to side-street movements should not be applied. This CM does not apply to projects that only 'study' the signal network and do not make physical timing changes, including corridor operational studies and improvements to Traffic Operation Centers (TOCs). In Caltrans calls for projects, this CM has a HSIP reimbursement ratio of 50%, considering that it will improve the signal operation rather than merely the safety.		
General information			
<b>Where to use:</b>			
Locations that have a crash history at multiple signalized intersections. Signalization improvements may include adding phases, lengthening clearance intervals, eliminating or restricting higher-risk movements, and coordinating signals at multiple locations. Understanding the corridor or roadway's crash history can provide insight into the most appropriate strategy for improving safety.			
<b>Why it works:</b>			
Certain timing, phasing, and control strategies can produce multiple safety benefits. Sometimes capacity improvements come along with the safety improvements and other times adverse effects on delay or capacity occur. Corridor improvements often have the highest benefit but may take longer to implement. Projects focused on capacity improvements (without a separate focus on signal timing safety needs) may not result in a reduction in future crashes.			
<b>General Qualities (Time, Cost and Effectiveness):</b>			
In general, these low-cost improvements to multiple signalized intersections can be implemented in a short time. Typically these low cost improvements are funded through local funding by local maintenance crews. However, some projects requiring new interconnect infrastructure can have moderate to high costs making them more appropriate to seek state or federal funding. The expected effectiveness of this CM must be assessed for each individual project.			
<b>FHWA CMF Clearinghouse:</b>		<b>Crash Types Addressed:</b>	<b>CRF:</b>
		All	0 - 41%

S04, Provide Advanced Dilemma-Zone Detection for high speed approaches

For HSIP Calls-for-projects			
Funding Eligibility	Crash Types Addressed	CRF	Expected Life
100%	All	40%	10 years
<b>Notes:</b>	This CM only applies to crashes occurring on the approaches / influence area of the new detection and signal timing.		
General information			
<b>Where to use:</b>			
More rural/remote areas that have a high frequency of right-angle and rear-end crashes. The Advanced Dilemma-Zone Detection system enhances safety at signalized intersections by modifying traffic control signal timing to reduce the number of drivers that may have difficulty deciding whether to stop or proceed during a yellow phase. This may reduce rear-end crashes associated with unsafe stopping and angle crashes due to illegally continuing into the intersection during the red phase.			
<b>Why it works:</b>			
Clearance times provide safe, orderly transitions in ROW assignment between conflicting streams of traffic. An Advanced Dilemma-Zone Detection system has several benefits relative to traditional multiple detector systems, which have upstream detection for vehicles in the dilemma zone but do not take the speed or size of individual vehicles into account. These benefits include: Reducing the frequency of red-light violations; Reducing the frequency of crashes associated with the traffic signal phase change (for example, rear-end and angle crashes); Reducing delay and stop frequency on the major road and a reduction in overall intersection delay.			
<b>General Qualities (Time, Cost and Effectiveness):</b>			
Installation costs should be low and the time to implement short. Additional modifications to the traffic signal controller may also necessary. In general, This CM can be very effective and can be considered on a systematic approach. Video detection equipment is now available for this purpose, making installation and maintenance more efficient.			
<b>FHWA CMF Clearinghouse:</b>		<b>Crash Types Addressed:</b>	<b>CRF:</b>
		All	39%

# Signal Technology



## Vision for Smart Signals:

Video Detection: Bikes, Peds, Conflict Monitoring

Broadband Communication: View/Adjust Signals Remotely and Supports Connected Vehicles

Detection Failure Alerts

More Responsive Signal Controllers

## Current Reality:

Outdated Detection

Unreliable Communication

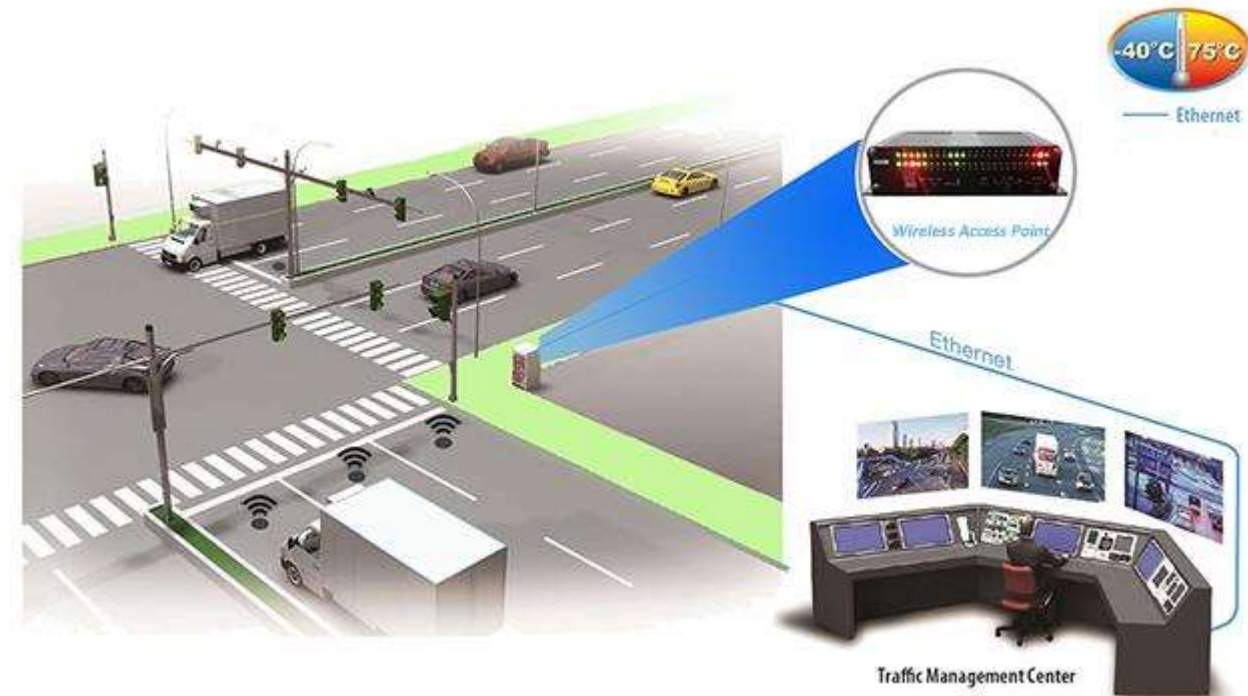
Signal Controllers Lack Functionality



# Signal Hardware & Communication Upgrades

## Signal Hardware Upgrade Project

- Upgrade to SMART Signal Controller Citywide
- Upgrade to City-Operated Broadband Wireless Communication Citywide
- Install a Traffic Management Center (TMC) to allow immediate response to emergencies and severe congestion
- Optimize detection and coordination along major roadways
- \$1,160,850 from Highway Safety Improvement Program with 50% City match



# TSPL –Ranking Criteria for Traffic Signal Modifications for Protected Left-turns

- Left-turn Warrants using Highway Capacity Manual 6 Methodology
  - Criteria 1 (Volumes 50%) Sum of the critical left turn and opposing through volumes.
  - Criteria 2 (Crashes 25%) left turn crash rate
  - Criteria 3 (Speeds 25%) based on the highest 85th percentile speed

# Timing for Implementation

- Cost of Each Location is \$350,000 - \$500,000
- Projected revenues allow balance of funding for one location in FY21/23:
  - Recommend move forward with Bear Valley/Mary Lane signal modification
  - Highest ranked new signal (Rock Springs/Lincoln) is a condition of project development
  - CIP Budget to be considered by the City Council on May 12<sup>th</sup> and June 9<sup>th</sup>
- Second ranked signal (Lincoln/Harding) and signal modification (Metcalf/Mission) could be funded in FY23/24 and 25/26, respectively

# New Traffic Signals - Signal Warrant Analysis

Study Intersection	Was the Signal Warrant Met?									Traffic Signal Recommended?
	Warrant 1	Warrant 2	Warrant 3	Warrant 4	Warrant 5	Warrant 6	Warrant 7		Warrant 8	
	8-Hour Volume	4-Hour Volume	Peak Hour	Pedestrian Volume	School Crossing	Coord. Signal	# <sup>1</sup>	Crash Exp.	Roadway Network	
1 Rock Springs Road / Lincoln Avenue	YES	YES	YES	NO	NO	NO	5	YES	YES	YES
2 Harding Street / Lincoln Avenue	YES	YES	YES	NO	NO	NO	2	NO	YES	YES
3 Lomas Serenas Drive / Via Rancho Parkway	YES	YES	YES	NO	NO	NO	0	NO	NO	YES
4 South Broadway / 5 <sup>th</sup> Avenue	NO	NO	NO	NO	NO	NO	0	NO	NO	NO
5 Sierra Linda Drive / San Pasqual Road	NO	NO	NO	NO	NO	NO	3	NO	NO	NO
6 Rose Street / Oak Hill Drive	NO	NO	NO	NO	NO	NO	2	NO	NO	NO

**Note:** Signal Warrants were evaluated using Synchro 10 Warrant software.

<sup>1</sup> Represents the highest number of crashes reported within a 12-month period between 1/1/2017 and 1/1/2019 based on the City's Collision Summary Report, refer to Appendix C. Warrant #7 is met when 5 or more crashes occur within a 12-month period involving personal injury or property damage and if vehicle and pedestrian volume thresholds are met per the CA MUTCD.



# Ranking of New Traffic Signals – Accident Data

- Criteria 6: Accident History
- 5-year accident data (01/2014 – 01/2019)
- Average of the latest two years used to determine points
- Points assigned for accidents that could have been corrected with the installation of a new Traffic Signal AND only if less restrictive measures (warning signage, lighting, painted markings) have failed.

Study Intersection (Maximum Points per Criteria)	Criteria 1: Total Volume	Criteria 2: Interruption of Continuous Flow	Criteria 3: Pedestrian Volume	Criteria 4: School Area	Criteria 5: Signal System Warrant (Warrant 5)	Criteria 6: Accident History	Criteria 7: Four Hour Volume (Warrant 2)	Criteria 9: Peak Hour Volume (Warrant 3)	Criteria 10: Special Circumstances		Total Points (Max 92)
	Points (15)	Points (10)	Points (10)	Points (10)	Points (5)	Points (15)	Points (6)	Points (6)	School Proximity Points (5)	ADA Compliant Points (10)	
1 - Rock Springs Road / Lincoln Avenue	15	5	0	0	0	1	6	2	0	10	39
2 - Harding Street / Lincoln Avenue	4	4	0	0	0	0	2	0	5	10	25
3 - Lomas Serenas Drive / Via Rancho Parkway	6	4	5	0	0	0	0	0	0	10	25

**Note:** Ranking of study intersections 2 & 3 was based on the number of accidents reported at each location since both locations have 25 points. Harding Street / Lincoln Avenue has three accidents reported and Lomas Serenas Drive / Via Rancho Parkway has no accidents reported, refer to Appendix C for collision reports. The level of service improvement for Harding Street / Lincoln Avenue (LOS F to LOS A) is greater than that for Lomas Serenas Drive / Via Rancho Parkway (LOS C/B to LOS B/A).

No. Accidents	Points
<2	0
3	1
4	3
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
15+	15



# Level Of Service Summary **without and with** Left Turn Phasing Recommendations

**TABLE 8 – LEVEL OF SERVICE SUMMARY WITHOUT AND WITH LEFT TURN PHASING RECOMMENDATIONS**

Int. ID - Study Intersection	Existing Conditions		Existing with Added Left Turn Phasing	
	AM	PM	AM	PM
	Delay <sup>1</sup> - LOS	Delay <sup>1</sup> - LOS	Delay <sup>1</sup> - LOS	Delay <sup>1</sup> - LOS
7 - Fig Street / Mission Avenue	16.1 - B	13.4 - B	34.6 - C	29.5 - C
8 - Quince Street / Washington Avenue	16.9 - B	20.0 - B	26.3 - C	30.2 - C
9 - Rose Street / Washington Avenue	10.2 - B	10.9 - B	15.6 - B	17.2 - B
10 - Metcalf Street / Mission Avenue	31.0 - C	22.3 - C	31.4 - C	34.1 - C
11 - Fig Street / East Valley Parkway	19.1 - B	24.1 - C	33.6 - C	34.7 - C
12 - Juniper Street / Felicita Avenue	<b>35.3 - D</b>	17.2 - B	<b>37.1 - D</b>	30.4 - C
13 - Escondido Boulevard / Fifth Avenue	8.0 - A	8.4 - A	12.9 - B	12.7 - B
14 - Centre City Parkway / Fifth Avenue	35.2 - D	35.2 - D	46.4 - D	46.8 - D
15 - Centre City Parkway / Ninth Avenue	25.8 - C	<b>40.1 - D</b>	32.4 - C	<b>41.1 - D</b>
16 - Centre City Parkway / Thirteenth Avenue	30.0 - C	<b>38.2 - D</b>	34.0 - C	<b>40.1 - D</b>
<b>17 - Ash Street / Lincoln Avenue</b>	<b>61.4 - E</b>	<b>41.1 - D</b>	<b>76.2 - E</b>	<b>50.0 - D</b>
18 - Escondido Boulevard / Grand Avenue	19.3 - B	23.2 - C	23.8 - C	29.5 - C
19 - Rock Springs Road / Mission Avenue	33.6 - C	26.0 - C	33.8 - C	33.7 - C
20 - Escondido Boulevard / Ninth Avenue	17.9 - B	22.5 - C	25.0 - C	32.0 - C
21 - Bear Valley Parkway / Mary Lane	26.6 - C	<b>36.6 - D</b>	32.3 - C	<b>36.8 - D</b>

The trade off in installing left turn phasing is the Level of Service of the intersection drops

The decrease in level of service in adding a left turn phase versus the frequency of left turn related crashes does not warrant the installation of a left turn phase at Ash Street/Lincoln Boulevard. Therefore, left turn phasing is not recommended at Ash Street/Lincoln Avenue and was not included in the ranking system, due to the intersection not meeting warrants, Level of Service operation beyond acceptable levels, causing higher delay and possibly future widening.

Note: Deficient intersection operation indicated in **bold**.

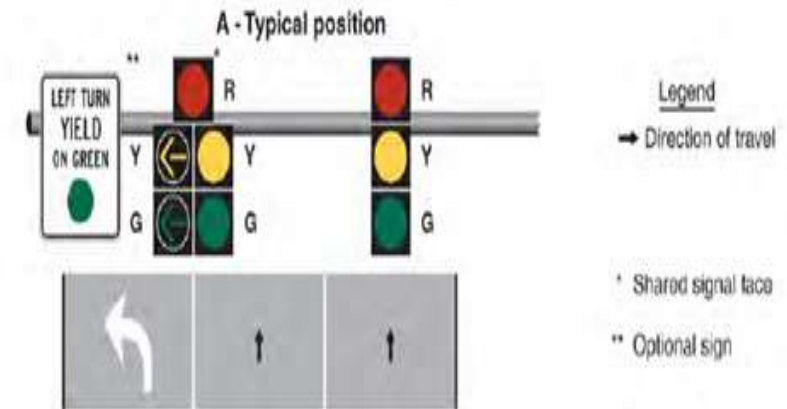
<sup>1</sup> Average seconds of delay per vehicle.

LOS = level of service.

# Protected Permitted Left Turn Phasing, PPLT

- Phasing:
  - Left Turns are protected with green arrow for specified time-frame
  - Yellow arrow then denotes when left turns are allowed when there is no conflicting traffic
- Metcalf St / Mission Ave recommended for PPLT (of top 3)
- Other locations have high pedestrian traffic where PPLT is not recommended
- Not widely used in Northern SD. 12 month Pilot recommended by TCSC

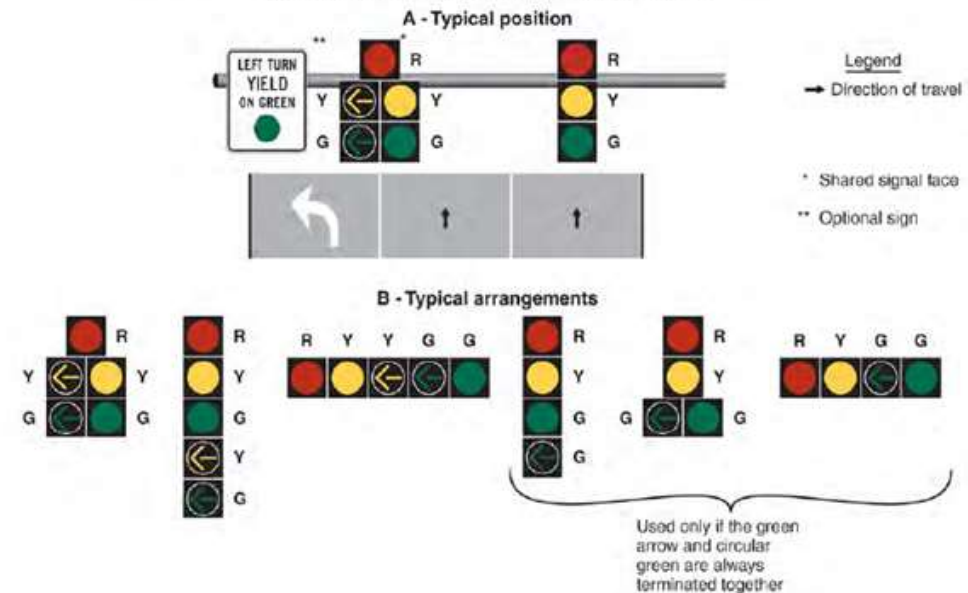
Figure 4D-11. Typical Position and Arrangements of Shared Signal Faces for Protected/Permissive Mode Left Turns



# Protected Permitted Left Turn Phasing, PPLT

- Not widely used in Northern San Diego County
- Phasing:
  - Left Turns are protected with green arrow for specified time-frame
  - Yellow arrow then denotes when left turns are allowed when there is no conflicting traffic
- Metcalf St / Mission Ave recommended for PPLT (of top 3)
- Other locations have high pedestrian traffic where PPLT is not recommended
- If implemented, 12 month Pilot recommended by TCSC

Figure 4D-11. Typical Position and Arrangements of Shared Signal Faces for Protected/Permissive Mode Left Turns



# TSP – Ranking Criteria for Traffic Signal Modifications for Protected Left-turns

- Left-turn Warrants using Highway Capacity Manual 6 Methodology
  - Criteria 1 (Volumes 50%) For the proposed LTP Phasing - the sum of the critical left turn and opposing through volumes during the AM and PM peak hour.
  - Criteria 2 (Crashes 25%) left turn crash rate which is equal to the left turn related crashes (January 2014 to January 2019) divided by AM and PM Peak-Hour left-turn volume.
  - Criteria 3 (Speeds 25%) based on the highest 85th percentile speed recorded for each approach of the intersection.



# TSPS– Warrants and COE Ranking Criteria for New Traffic Signals

- Based on Traffic Policy #11, adopted in April 1991
- CA MUTCD Warrants need to be met

Warrant No.	CA MUTCD Warrant	Evaluated (Yes/No)
Warrant 1	Eight-Hour Vehicular Volume	Yes
Warrant 2	Four-Hour Vehicular Volume	Yes
Warrant 3	Peak Hour	Yes
Warrant 4	Pedestrian Volume	Yes
Warrant 5	School Crossing	Yes
Warrant 6	Coordinated Signal System	Yes
Warrant 7	Crash Experience	Yes
Warrant 8	Roadway Network	Yes
Warrant 9	Intersection Near a Grade Crossing	No

TABLE 9 – CRITERIA RANKING SUMMARY

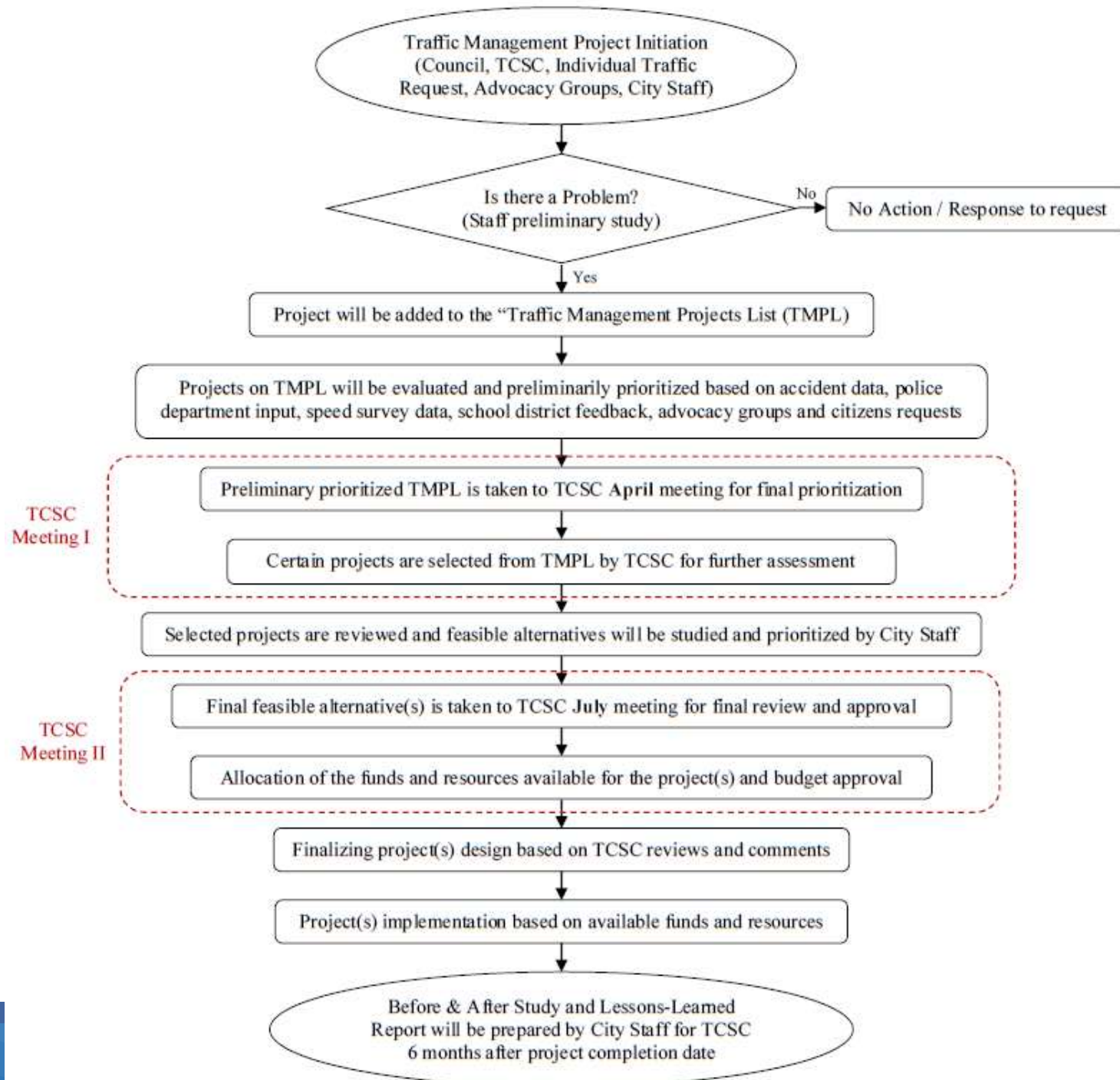
Criteria	Description	Maximum Priority Points	Relative Weight	Criteria Summary
1	Total Vehicular Volume	15	16%	Considers total entering volume from the major street and minor street for a four-hour period (2:00 to 6:00 PM).
2	Interruption of Continuous Traffic	10	11%	Considers total entering volume on the side street in a four-hour period (2:00 to 6:00 PM).
3	Pedestrian Volume	10	11%	Considers number of pedestrians crossing major street in a four-hour period (2:00 to 6:00 PM).
4	School Area Traffic Signal	10	11%	Considers the number of school aged children crossing the major street relative to the volume on the major street.
5	Progressive Movement or Signal Systems	5	5%	Considers whether the installation of a signal is critical relative to the overall signal system and progression on a coordinated system.
6	Accident History	15	16%	Considers accidents correctable by a traffic signal over a 12-month period.
7	Four Hour Volumes	6	7%	Based on CA MUTCD Warrant #2.
8	Peak Hour Delay	N/A	N/A	This criterion was not considered in this study since Criterion 9 is very similar.
9	Peak Hour Volume	6	7%	Based on CA MUTCD Warrant #3.
10	Special Conditions	15	16%	To be determined on a case by case basis. Proximity to schools and ADA compliance were considered in this study.
<b>TOTAL</b>		<b>92</b>	<b>100%</b>	

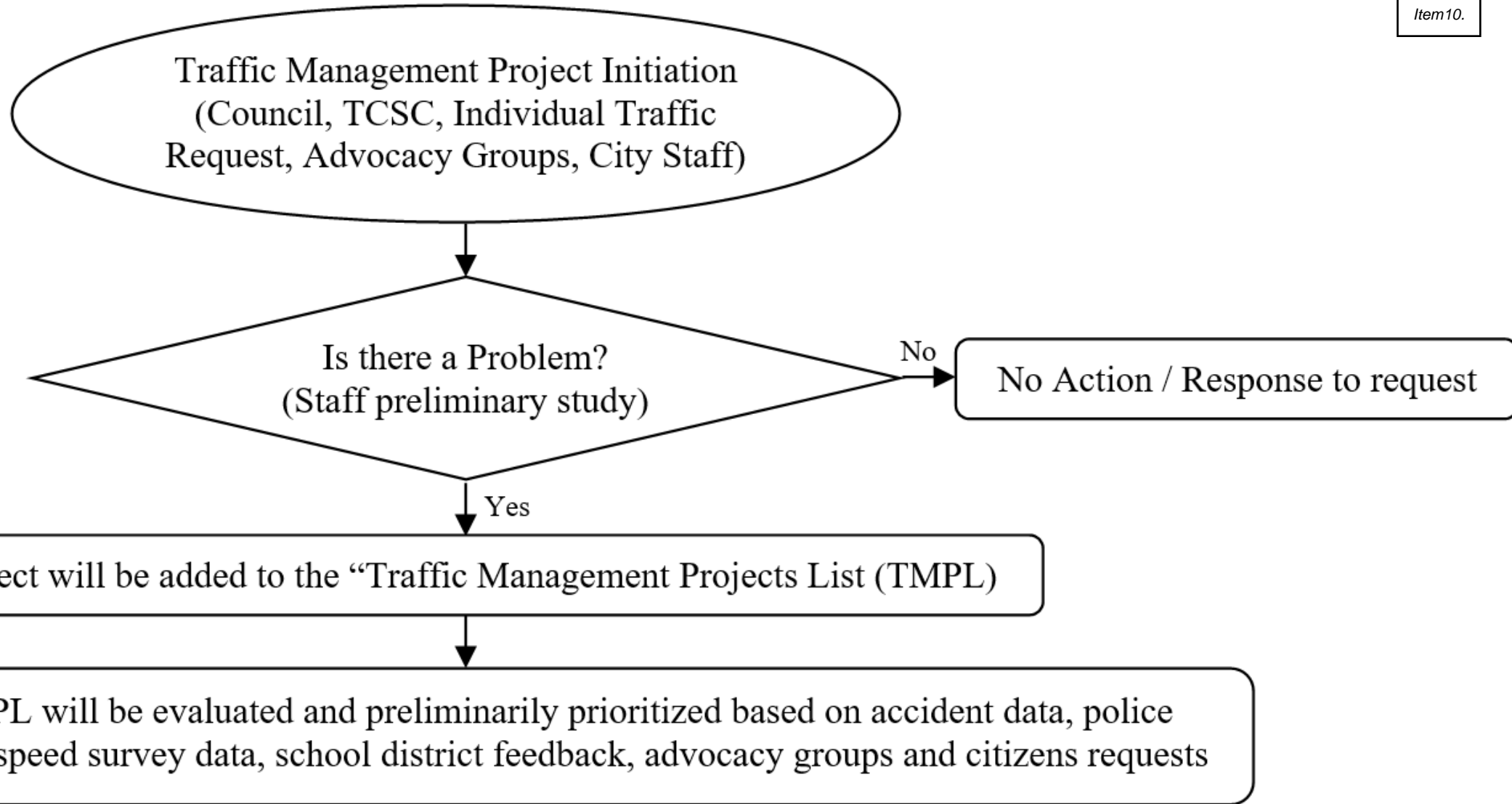
# Summary of Key Findings

Analysis Type	Key Finding
Crash Type	<ul style="list-style-type: none"> <li>• Top 3 crash types: Broadside (34%), Rear-End (27%), and Sideswipe (11%).</li> <li>• 1,487 Broadside crashes throughout the City.</li> <li>• 1,146 Rear-End crashes.</li> <li>• 488 Sideswipe crashes.</li> </ul>
Crash Cause	<ul style="list-style-type: none"> <li>• Most common cause was Unsafe Speed (20%), followed by Auto Right-of-Way Violation (19%) and DUI (17%).</li> <li>• DUI crashes were reported throughout.</li> <li>• Pedestrian violations, such as peds crossing mid-block, jaywalking or crossing outside a marked crosswalk were primary cause of pedestrian-involved crashes,</li> <li>• Bicycle-involved crashes were primarily auto right-of-way violations.</li> </ul>
Crash Severity	<ul style="list-style-type: none"> <li>• Severe injuries reported in 2% of crashes</li> <li>• Fatalities were reported in 1% of crashes.</li> <li>• Fatalities involving motor vehicles generally occurred throughout the roadway network.</li> </ul>
Time of Day Analysis	<ul style="list-style-type: none"> <li>• 3 PM to 6 PM experienced greatest number of crashes with 970.</li> <li>• 113 of pedestrian and bicycle-involved crashes occur from 3 PM to 6PM.</li> <li>• 3 PM to 6 PM, 41% of pedestrian-involved crashes are caused by pedestrian violations such as crossing mid-block, jaywalking or crossing outside a marked crosswalk.</li> <li>• 33% of bicycle-involved crashes during this 3-hour time period is caused by bicyclists riding on the wrong side of the road.</li> </ul>
Bicycle and Pedestrian Crashes	<ul style="list-style-type: none"> <li>• 251 pedestrian crashes were reported, 10 of which were fatal crashes and 25 of which resulted in severe injury</li> <li>• 191 bicycle crashes were reported that resulted in 2 fatalities and an additional 183 injury crashes</li> <li>• The majority of pedestrian- or bicyclist crashes involved ages of 15 and 64 years old.</li> <li>• The majority of reported pedestrian- or bicyclist crashes occurred on roadways with a speed limit of 35 MPH.</li> </ul>

Item 10.







TCSC  
Meeting I

Preliminary prioritized TMPL is taken to TCSC **April** meeting for final prioritization

Certain projects are selected from TMPL by TCSC for further assessment

Selected projects are reviewed and feasible alternatives will be studied and prioritized by City Staff

TCSC  
Meeting II

Final feasible alternative(s) is taken to TCSC **July** meeting for final review and approval

Item 10.

Allocation of the funds and resources available for the project(s) and budget approval

Finalizing project(s) design based on TCSC reviews and comments

Project(s) implementation based on available funds and resources

Before & After Study and Lessons-Learned  
Report will be prepared by City Staff for TCSC  
6 months after project completion date

# FY21/22 Budget: Top Priority Transportation Safety

Item 10.



**IMPROVE**

- City Traffic Engineer FY21/22 budget
- Local Roadway Safety Plan
- Signal Upgrades
- Traffic Management Center
- Comp. Active Transportation Strategy

**ENFORCE & EDUCATE**

- Two Traffic Safety Officers FY 21/22 budget
- Education campaigns
- Checkpoints
- Saturation Patrols
- Speed trailer deployment
- Targeted enforcement

**MAINTAIN**

- Electrician FY21/22 budget
- Respond to Signal Alerts
- Maintain detection cameras
- Replace failing equipment

# Red Light Enforcement



- Red Light Photo Enforcement in use 2004-2013
  - Tickets were regularly challenged and “thrown out” in traffic court
  - Resulted in sudden breaking of vehicles at photo enforced locations
  - Annual red light collisions ranged from 100% decrease to 60% increase at photo enforced locations (-100%, -73%, +20%, +60%)
  - Program costs outweighed benefits (FY11/12 cost of \$196,000)
- Proposed Approach
  - Red light indicators: allows officers to see signal turning red while in a position to enforce
  - Officer presence encourages safe driving at the intersection and beyond
- Currently Lack Capability for Photo Enforcement
  - Cameras are set up to detect only and do not store data or take photographs
  - Many intersections use loop detection and are not served by cameras
  - Signal communication lacks bandwidth to transmit photographs or video feeds

# Completed/Funded Improvements

## Traffic Management Priority List

- 14 Projects
- 11 Crosswalk Upgrades
- 13 Intersection Countdown Timers
- 6 Audible Pedestrian Signals
- 2 Traffic Calming

## Signal Priority List

- Valley/Date\*
- El Norte/Fig\*
- Ash/Sheridan
- Broadway/Lincoln
- Escondido/Felicita signal mod (design)

## Safety-Related Grants

- Missing Link\*
- El Norte Pedestrian Signal\*
- 7 Creek Trail Crossings\*
- Juniper SR2S\* (design)
- Tulip/Quince Ped Signals\* (design)
- Traffic Signal Technology Upgrades\* (design)

\* Grant Funded Projects



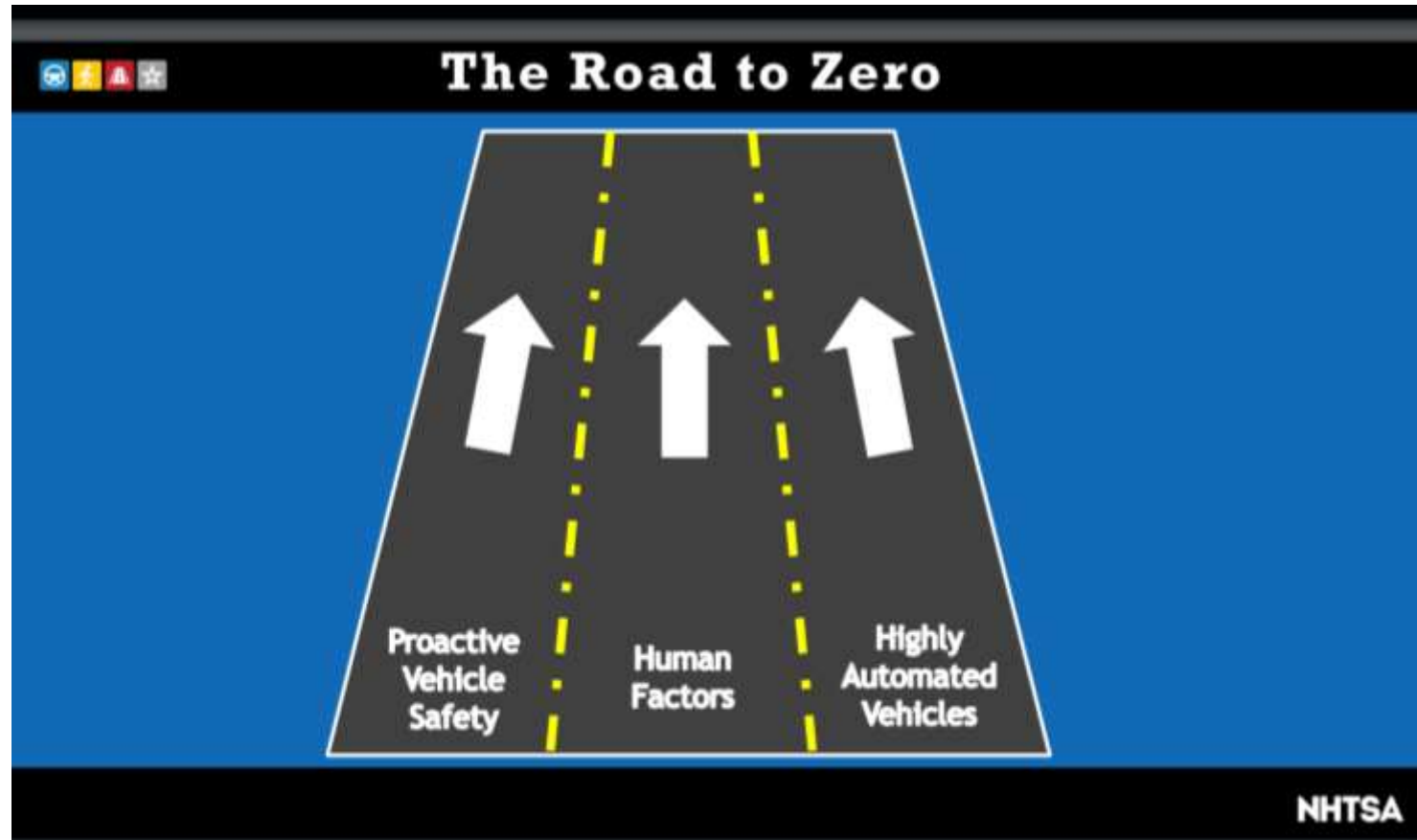
# Road to Zero

## Road to Zero Coalition

- Managed by the National Safety Council (NSC) and supported by the National Highway Traffic Safety Administration (NHTSA),
- Multiple strategies intended to end traffic-related fatalities in the US by 2050.
- Accelerate the achievement of that vision through concurrent efforts that focus on overall system design, addressing infrastructure design, vehicle technology, enforcement and driver behavior.
- “Three Lanes” that lead to Zero Roadway deaths

# National Highway Traffic Safety Administration

Item 10.



# Education & Enforcement

- FY 2021-22 OTS STEP Grant allocation provides funding for:
  - 1 Full-time DUI Traffic Enforcement Officer
  - 6 DUI Checkpoints
  - 19 Saturation Patrols
  - 6 Traffic Enforcement Details
  - 4 Distracted Driving Details
  - 1 Motorcycle Safety Detail
  - 3 Pedestrian and Bicycle Enforcement Details
  - Driver Safety Presentations
  - Know Your Limit Campaign
  - Traffic Safety Equipment



KEY-

CONSENT CALENDAR CURRENT BUSINESS

PUBLIC HEARING WORKSHOP

Item 11.



# CITY of ESCONDIDO

FUTURE AGENDA

9/14/2022

**CONSENT CALENDAR** - (A. FIRESTINE) - CONSULTING SERVICES AGREEMENT FOR GRAND VISION PLAN PHASE II - It is requested that the City Council adopt Resolution No. 2022-122 authorizing the Mayor to execute a consultant services agreement with Kimley Horn and Associates for design of the Grand Avenue Vision Plan Phase II Project

**CONSENT CALENDAR**- (A. FIRESTINE) - AWARD OF THE KIT CARSON PARKING LOT LIGHTING PROJECT - It is requested that the City Council adopt Resolution No. 2022-121 authorizing the Mayor to execute a Public Improvement Agreement with the lowest responsive and responsible bidder for the Kit Carson Parking Lot Lighting Project.

**CURRENT BUSINESS** - (Z. BECK) - BOARDS AND COMMISSIONS SUBCOMMITTEE UPDATE -Request the City Council receive and file an update from the Boards and Commissions Subcommittee.

**CURRENT BUSINESS** - (C. MARTINEZ) - CONSIDERATION OF BUDGET SUBCOMMITTEE CREATION

**CURRENT BUSINESS** (Z. BECK) - APPOINTMENT TO THE SAN DIEGO COUNTY WATER AUTHORITY BOARD OF DIRECTORS